



**City of Columbia City Council
Study Session Agenda
March 7, 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.

PUBLIC HEARINGS

- 1. PUBLIC HEARING 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) - WARD 2 - DEVELOPMENT SERVICES DEPARTMENT.**

RECOMMENDATION: Conduct the 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. The required notice of Public Hearing was advertised February 27, 2024 in The Daily Herald.

ATTACHMENTS: Staff Report for Ord No 4495, Ordinance No. 4495, Ordinance No. 4495 - Exhibit A, Ordinance No. 4495 - Exhibit B, Oakwood Rezone Staff Report, Ordinance No. 4495 Concept.

- 2. PUBLIC HEARING 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 AT 807 ATHENAEUM STREET, FROM CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) - WARD 2 - DEVELOPMENT SERVICES DEPARTMENT.**

RECOMMENDATION: Conduct the 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. The required notice of Public Hearing was advertised on February 27, 2024, in The Daily Herald.

ATTACHMENTS: Staff Report for Ordinance No. 4496, Ordinance No. 4496 , Ordinance No. 4496 Exhibit A, Ordinance No. 4496 Exhibit B, Ordinance No. 4496 DS Staff Report, Ordinance No. 4496 - Concept Plan.

3. PUBLIC HEARING ON 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 - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: Zoning Ordinance No. 4400 was adopted in 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. The required notice of Public Hearing was advertised on February 27, 2024, in The Daily Herald.

ATTACHMENTS: Staff Report for Ordinance No. 4497, Ordinance No. 4497, Ordinance No. 4497 Exhibit A, Ordinance No. 4497 DS Staff Report.

4. PUBLIC HEARING ON ORDINANCE NO. 4498 (AS AMENDED) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, SANITATION, CAPITAL PROJECTS AND WASTEWATER FUNDS - FINANCE.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: This public hearing is related to item 10.5 on the agenda. The proposed ordinance is the third amendment of the FY 2024 Appropriation Ordinance and revises the General and Capital Projects Funds.

Supporting documentation for the amendment is included within the agenda packet and the required Notice of Public Hearing was published in The Daily Herald on February 18, 2024.

This amendment increases the City's total budget for FY 2024 by \$100,571,027 from \$103,822,017 to \$204,393,044.

ATTACHMENTS: Staff Report Item Ordinance No. 4498 PH, Ordinance No. 4498 as amended, Supporting Documents, Budget Summary.

1 CALL TO ORDER/ROLL CALL.

2 INVOCATION BY STONE MEYER OF THE BRIDGE CHURCH.

3 PLEDGE OF ALLEGIANCE.

4 APPROVAL OF AGENDA.

5 PRESENTATIONS.

**5.1. PRESENTATION BY THE DEPARTMENT OF DEFENSE
(REGULAR MEETING ONLY)**

6 ORGANIZATIONAL BUSINESS.

**6.1. APPROVE THE MINUTES OF THE FEBRUARY 8, 2024,
REGULAR CITY COUNCIL MEETING - CITY MANAGER'S
OFFICE.**

RECOMMENDATION: Approve.

ATTACHMENTS: February 8, 2024 Columbia City Council Minutes.

6.2. APPROVE THE RETIREMENT BENEFITS FOR MOLLY BENDERMAN, COURT AND INTERNAL RECORDS ADMINISTRATOR, CITY RECORDER'S OFFICE - HUMAN RESOURCES.

RECOMMENDATION: Approve.

INFORMATION: Molly Benderman has been an employee of the City of Columbia for 25 years. Her effective retirement date is March 22, 2024, with pension payments to begin on April 1, 2024.

ATTACHMENTS: Staff Report Benderman.

6.3. REAPPOINTMENT OF CITY JUDGE JAKE HUBBELL

6.4. ADMINISTRATION OF OATH OF OFFICE FOR THE POSITION OF CITY JUDGE

7 CONSENT AGENDA

7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF JANUARY 2024 IN THE AMOUNT OF \$7,687,483.84 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: January 2024 Disbursements.

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

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

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

ATTACHMENTS: March 2024 Surplus.

7.3. APPROVE PROFESSIONAL SERVICES PROPOSAL WITH HENDERSON, HUTCHERSON AND MCCULLOUGH FOR

ANNUAL AUDITING SERVICES IN THE AMOUNT OF \$51,500 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: The City Council first awarded a three-year audit contract to Henderson, Hutcherson and McCullough on April 13, 2017 for auditing services beginning with the fiscal year ending June 30, 2017. On January 9, 2020, the City Council awarded them an additional three-year audit contract to the firm. An additional three-year agreement was approved on May 11, 2023.

The three-year agreement approved in May 2023 includes an option to renew for FY 2024 audit services. The fees for FY 2024 are set at \$51,500, which includes \$2,500 for a single audit for federal grant compliance which may not be used.

CERTIFICATION: Traditionally, the City will propose funding for auditing services in the next year's budget proposal. The FY 2025 budget anticipates proposed funds for auditing services totaling \$35,020 in General City Admin - Auditing Services, \$3,605 in Sanitation - Auditing Services, and \$12,875 in Wastewater - Auditing Services.

ATTACHMENTS: Staff Report Audit Contract, FYE 2024 Audit Contract-proposed.

7.4. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COLUMBIA AND THE CITY OF MT. PLEASANT FOR CAD SERVER ACCESS - MIS.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia operates the Maury County 911 CAD (Computer Aided Dispatch) infrastructure. The MOU will allow call report data generated by the Mt. Pleasant Police and Fire Department to be accessed directly from the CAD server.

ATTACHMENTS: Staff Report MOU, Mt Pleasant Signed MOU.

7.5. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND STYLE BLUEPRINT FOR A DIGITAL ADVERTISING SPRING CAMPAIGN IN THE AMOUNT OF \$6,450 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Style Blueprint Digital Spring Travel Co-op Package: (4-week program) Best Girlfriends Getaways theme includes a sponsored article email campaign and Instagram post in the amount of \$6,450.

CERTIFICATION: The Chief Financial Officer certifies that \$6,450 is budgeted and unencumbered in Tourism Enhancement - Professional Services.

ATTACHMENTS: Staff Report StyleBlueprint 2024, StyleBlueprint 2024.

7.6. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND KEVIN HALE TO COMMISSION A PUBLIC ART SCULPTURE FOR THE COLUMBIA ARTS DISTRICT SOUTH GARDEN STREETSCAPE IN THE AMOUNT OF \$25,000 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Kevin Hale has been commissioned to create a public sculpture for the new South Garden Street streetscape project in the Columbia Arts District. Hale's work is titled "Wonderment" and will be made of mixed materials. The completed art sculpture will measure 8 feet tall by 10 feet wide and will be installed on one of five art pedestals in the Arts District.

CERTIFICATION: The Chief Financial Officer certifies that \$25,000 is budgeted and unencumbered in Tourism Enhancement - Other Services.

ATTACHMENTS: Staff Report Hale, HALE Public Sculpture Agreement 2024.

7.7. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND WHITNEY

HERRINGTON TO COMMISSION A PUBLIC ART SCULPTURE FOR THE COLUMBIA ARTS DISTRICT SOUTH GARDEN STREETSCAPE IN THE AMOUNT OF \$15,000 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Whitney Herrington has been commissioned to create a public sculpture for the new South Garden Street streetscape project in the Columbia Arts District. Herrington's work is titled "Dancing Poppies" and will be made of metalwork. The completed art sculpture will measure 6 feet tall by 6 feet wide and will be installed on one of five art pedestals in the Arts District.

CERTIFICATION: The Chief Financial Officer certifies that \$15,000 is budgeted and unencumbered in Tourism Enhancement - Other Services.

ATTACHMENTS: Staff Report Herrington, HERRINGTON Public Sculpture Agreement 2024.

7.8. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND CORY RICAURTE TO COMMISSION TWO PUBLIC ART SCULPTURES FOR THE COLUMBIA ARTS DISTRICT SOUTH GARDEN STREETSCAPE IN THE AMOUNT OF \$40,000 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Cory Ricaurte has been commissioned to create two public sculptures for the new South Garden Street streetscape project in the Columbia Arts District. Ricaurte's works are titled "Independence" which measures 12 feet tall by 4 feet wide and "Steelgill" which measures 15 feet tall by 12 feet wide. Both will be made of metalwork and installed on two of five art pedestals in the Arts District.

CERTIFICATION: The Chief Financial Officer certifies that \$40,000 is budgeted and unencumbered in Tourism Enhancement – Other Services.

ATTACHMENTS: Staff Report Ricaurte, RICAURTE Public Sculpture Agreement 2024.

7.9. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JOSEPH HAZELWOOD TO COMMISSION A PUBLIC ART SCULPTURE FOR THE COLUMBIA ARTS DISTRICT SOUTH GARDEN STREETSCAPE IN THE AMOUNT OF \$15,000 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Joseph Hazelwood has been commissioned to create a public sculpture for the new South Garden Street streetscape project in the Columbia Arts District. Herrington's work is titled "Vintage Mic" and will be made of mechanical parts. The completed art sculpture will measure 8 feet tall by 6 feet wide and will be installed on one of five art pedestals in the Arts District.

CERTIFICATION: The Chief Financial Officer certifies that \$15,000 is budgeted and unencumbered in Tourism Enhancement – Other Services.

ATTACHMENTS: Staff Report Hazelwood, HAZELWOOD Public Sculpture Agreement 2024.

7.10. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH RECREATIONAL CONCEPTS FOR THE INSTALLATION OF A SPLASH PAD AT FAIRVIEW PARK IN THE AMOUNT OF \$683,405.69 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Utilizing Sourcewell as a State Government Cooperative, Recreational Concepts was chosen to provide a proposal to fill in the existing public pool and install a Splash Pad at Fairview Park. After the Sourcewell discount, the total project would cost the city \$683,405.69.

CERTIFICATION: The Chief Financial Officer certifies that \$683,406 is budgeted and unencumbered in Recreation-Administration - Park Improvements.

ATTACHMENTS: Fairview Park Splash Pad - Staff Report, Recreational Concepts Agreement, Drug Free Affidavit Iran Divestment ACT.

7.11. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE MAURY COUNTY SCHOOL BOARD OF EDUCATION - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Maury County Board of Education is requesting the renewal of their annual Non-Exclusive Use and Occupancy Permit to utilize various City athletic facilities to host some of the local county schools' sporting events such as baseball, soccer, cross-country and tennis. The facilities are Cook Soccer Park, Woodland Park Tennis Courts; Fairview Park and Babe Ruth Baseball Fields; Ridley Park; Eva Gilbert Softball Fields; and Eva Gilbert Football field. Upon approval, each school will be scheduled for usage pending availability in alliance with any of the approved leagues that may also be using the fields/courts. There will be no fee collected for use of the facilities; however, schools are required to provide their own supplies and equipment to drag and mark the ball fields where applicable and any other program supplies to implement the events. All terms of the agreement are exactly the same as last year.

ATTACHMENTS: Staff Report for Maury County Board of Education User Agreement, 2024 User Agreement - Maury County Board of Education, Maury County Board of Education insurance.

7.12. 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 \$5,317.30 - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia, Tennessee Development Services is retaining the services of Commonwealth Heritage Group, LLC, to provide services related to the proposed new East 8th Street historic district. This will create architectural surveys for the area. This item is in conjunction with the newly updated Connect Columbia comprehensive plan action items for implementation and prioritized as an immediate objective.

CERTIFICATION: The Chief Financial Officer certifies that \$5,318 is budgeted and unencumbered in Development Serv-Planning - Professional Services.

ATTACHMENTS: Staff Report for E 8th Historic Contract, Commonwealth Heritage Group Services Agreement, Cost Estimate - East 8th Addition (rev-40 bldgs)2.24.24.

7.13. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A THREE-YEAR LICENSE AGREEMENT WITH CAMPBELL AND DUE FOR USE OF A RADIO TOWER IN THE AMOUNT OF \$3,000 PER YEAR - POLICE DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Police Department maintains a secondary radio tower on Gholson Hill. This site supplements the primary tower location on Reservoir Hill and offers radio coverage to areas not otherwise serviced by the primary location. The tower is owned by Campbell & Due. We have maintained this agreement with Campbell and Due for the past 20 years. It is requested to execute a 36-month license agreement for the continued placement of an antenna and related equipment on the Gholson Hill tower site with Campbell & Due at an annual cost of \$3,000 (paid in quarterly installments of \$750). The current license agreement expires on March 31, 2024. The effective due date of the license agreement would be April 1, 2024.

CERTIFICATION: The Chief Financial Officer certifies that \$3,000 is budgeted and unencumbered in Police - Support Services-Rents.

ATTACHMENTS: Gholson Hill Staff Report 2024, CPD License Agreement.

7.14. APPROVE CHANGE ORDERS NO. 1 AND CHANGE ORDER NO. 2 WITH BRINDLEY CONSTRUCTION, LLC FOR THE CITY OF COLUMBIA FIRE STATION PROJECT, WHICH DECREASES THE CONTRACT AMOUNT BY A COMBINED TOTAL OF \$27,887 - FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: City Council approved a bid award December 14, 2023, to Brindley Construction, LLC in the amount of \$4,882,000 for the renovations to Fire Station No. 1 located at 1000 South Garden Street.

Change Order No. 1 reduces the contract amount \$10,138 to change the wood doors to solid core rotary cut natural birch doors (factory finished) by Maonsonite Corporation.

Change Order No. 2 reduces the contract amount by an additional \$17,749 allowing credit for the automatic transfer switches for the generator.

The combined credits for Change Order No. 1 and Change Order No. 2 reduce the contract \$27,887 resulting in a lower contract price of \$4,854,113.

ATTACHMENTS: Staff Report, Change Order No. 1 - Station 1 Reno, Change Order No. 2 - Station 1 Reno.

7.15. APPROVE THE PAYMENT TO CUMBERLAND MACHINE CO. IN THE AMOUNT OF \$54,814.05 FOR THE PUMP REBUILD LOCATED AT GREENLICK PUMP STATION - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The original estimate for this project was \$49,662.52. After the pump was broken down there were unforeseen problems. This is not an unusual occurrence with the

amount of parts in the pump. The unforeseen problems increased the cost of the project by \$5,151.53 resulting in needing Council's approval. Total project cost is \$54,814.05.

CERTIFICATION: The Chief Financial Officer certifies that \$54,815 is budgeted and unencumbered in Wastewater - Pumping Station - Maint/Repair Other.

ATTACHMENTS: Staff Report Cumberland Machine-Greenlick, Cumberland Machine-Greenlick (1), Cumberland Machine-Greenlick (2).

7.16. APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH WATER MANAGEMENT SERVICES, LLC NOT TO EXCEED \$19,000 FOR MODIFICATIONS TO THE CARTERS CREEK FORCE MAIN AND RELOCATION OF AN ARV (AIR RELIEF VALVE) - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Wastewater Department wishes to enter into an agreement with Water Management Services, LLC to determine the condition of the force main, along with design and preparation of construction plans and specifications for the relocation of an ARV on the Carters Creek force main.

CERTIFICATION: The Chief Financial Officer certifies that \$19,000 is budgeted and unencumbered in Wastewater - Pumping Station - Professional Services.

ATTACHMENTS: Staff Report-Carters Creek force main-ARV, Water Management-ARV.

7.17. APPROVE THE PURCHASE OF A 2024 FORD F600 BUCKET TRUCK IN THE AMOUNT OF \$209,271 USING SOURCEWELL CONTRACT - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve purchase from VERSALIFT in the amount of \$209,271 for a 2024 Ford F600 4x4 84" chassis bucket truck.

INFORMATION: VERSALIFT, using Sourcewell Contract # N-230802, supplies bucket trucks to state and local governments at competitive bid prices. Public Works wishes to take advantage of this contract to purchase a 2024 Ford F600 bucket truck with a 4x4 chassis, for the amount of \$209,271. This equipment was originally budgeted at \$189,362 in the FY 22/23 budget year, and approved by the City Council on April 14, 2022. Due to inflation and the rising cost of supplies, the price increased to \$198,018 and was approved by the City Council on July 13, 2023.

Due to Fords cancelation of the current chassis order, we have located another option for the chassis, resulting in a newer year model. This will create a price increase to \$209,271.

CERTIFICATION: The Chief Financial Officer certifies that \$209,271 is budgeted and unencumbered in State Street Aid - Machinery & Auto Equipment.

ATTACHMENTS: Staff Report Versalift 2024, Versalift updated quote 2024 F600 4x4.

8 ADMINISTRATION.

9 RESOLUTIONS.

9.1. RESOLUTION NO. 24-06 - A RESOLUTION RATIFYING THE CITY OF COLUMBIA'S APPLICATION FOR THE GM ON MAIN STREET GRANT; ACCEPTING THE GRANT AWARD FOR \$50,000 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 24-06.

INFORMATION: The City of Columbia applied for the GM on Main Street Grant in the amount of \$50,000 with no matching funds required. The awarded grant funds will be used for downtown beautification and traffic-calming features that include curb extensions for three of the four roadways that intersect at the Town Square, landscaping, and an information kiosk.

ATTACHMENTS: Staff Report Resolution No. 24-06, Resolution No. 24-06, GM on Main Street Grant Contract 2023-24.

9.2. RESOLUTION NO. 24-07 - A RESOLUTION ACCEPTING A DONATION OF A \$50 GIFT CARD TO BE UTILIZED BY COLUMBIA FIRE & RESCUE - FIRE & RESCUE.

RECOMMENDATION: Approve Resolution No. 24-07.

INFORMATION: Suzanne Burks of Nunnely, Tennessee wishes to express her gratitude to the crew that recently assisted her with a dead car battery by gifting them with a \$50 gift card to buy their lunch.

Columbia Fire & Rescue requests City Council's approval to accept the donation of a \$50 (Fifty Dollar) gift card.

ATTACHMENTS: Staff Report Resolution 24-07, Resolution No. 24-07.

9.3. RESOLUTION NO. 24-08 – A RESOLUTION REQUESTING THE MAURY COUNTY ELECTION COMMISSION TO CONDUCT A CITY ELECTION FOR THE OFFICES OF FIVE (5) COUNCIL MEMBERS ON NOVEMBER 5, 2024 - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 24-08.

INFORMATION: This is the required Resolution to request the Maury County Election Commission to conduct the City election for the offices of five (5) Council Members to be held on November 5, 2024.

ATTACHMENTS: Staff Report - Resolution No. 24-08 Council Member Election, Resolution No. 24-08.

9.4. RESOLUTION NO. 24-09 - TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 24-09.

INFORMATION: The City Recorder is presenting tax corrections through 2/23/2024 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report Resolution No. 24-09 , Resolution No. 24-09, Resolution No. 24-09 Exhibit A.

9.5. RESOLUTION NO. 24-10 - AD VALOREM TAX CORRECTION - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 24-10.

INFORMATION: The City Recorder is presenting an Ad Valorem tax correction for Council consideration as submitted by the State of Tennessee Comptroller of the Treasury.

ATTACHMENTS: Staff Report Resolution No. 24-10, Resolution No. 24-10, Resolution No. 24-10 Exhibit A.

9.6. RESOLUTION NO. 24-11 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING SILVER SPRINGS, PHASE 1 & 2 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 24-11.

INFORMATION: Silver Springs, Phase 1 & 2 consists of 2,376 linear feet of 8" sanitary sewer main. The developers have met all the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

ATTACHMENTS: Staff Report Resolution No. 24-11-Silver Springs, Phase 1 & 2, Resolution No. 24-11, Silver Springs Dedication Letter, Phase 1 & 2.

9.7. RESOLUTION NO. 24-12 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING RUTHERFORD SUBDIVISION, PHASE 1 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 24-12.

INFORMATION: Rutherford Subdivision, Phase 1 consists of 2,904 linear feet of 8" sanitary sewer main. The developers have met all the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

ATTACHMENTS: Staff Report Resolution No. 24-12 Rutherford Subdivision, Phase 1, Resolution No. 24-12 , Resolution No. 24-12 Dedication Letter.

9.8. RESOLUTION NO. 24-13 – A RESOLUTION TO ACCEPT SPONSORSHIP DONATIONS FOR THE 2024 MIDSTATE CLASSIC SOFTBALL GAMES TO BE HELD AT RIDLEY SPORTS COMPLEX ON APRIL 2, 2024, IN THE AMOUNT OF NINETEEN THOUSAND DOLLARS (\$19,000) – WARD 4 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 24-13.

INFORMATION: The City of Columbia has confirmed donations totaling \$19,000 from Atmos Energy, Line To Line, Columbia Power & Water Systems, Maury Regional, Rotary Breakfast Club, Columbia Noon Rotary, Redman-Davis Risk Management & Insurance, JR Wauford & Company, Maury County Visitors Bureau, Lose & Design, and Columbia Kubota for the Midstate Classic Softball games to be held on April 2, 2024, at Ridley Sports Complex to help cover the cost of meals and other costs related to the teams/games.

ATTACHMENTS: Staff Report for Resolution No. 24-13, Resolution No. 24-13.

9.9. RESOLUTION NO. 24-15 - A RESOLUTION OPPOSING PROPERTY TAX CAP RESTRICTIONS ON LOCAL GOVERNMENTS/CITY LEGISLATIVE BODIES - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 24-15.

INFORMATION: The Tennessee State General Assembly is considering a proposal regarding a property tax cap which would limit the ability of local governments/city legislative bodies to make informed decisions about property tax rates based on the unique

needs and best interests of individual communities. This resolution opposes such property tax cap and encourages the Tennessee State General Assembly to uphold the principles of local governance, finance conservatism and responsible stewardship of taxpayer dollars by allowing local governments/city legislative bodies to continue the tradition of making property tax rate decisions based on specific needs of individual communities.

ATTACHMENTS: Staff Report Resolution No. 24-15, Resolution No. 24-15.

10 ORDINANCES.

10.1. 2ND 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 APRIL 11, 2024, AS THE DATE OF PUBLIC HEARING - FINANCE.

RECOMMENDATION: Defer Ordinance No. 4493 on second consideration and establish the date of April 11, 2024, as the date of Public Hearing.

INFORMATION: The Public Hearing for Ordinance No. 4493 was not run in time for the March agenda, resulting in needing to defer this item until proper public notice can be given. 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. The 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.

10.2.2ND 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 - WARD 2 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4495 on second consideration.

INFORMATION: The applicant is requesting to rezone the property from CD-3L (Neighborhood Large Lot Character District) to 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 by 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.

10.3.2ND 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) - 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.

10.4.2ND 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 - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4497 on second consideration.

INFORMATION: Zoning Ordinance No. 4400 was adopted in 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.

**10.5. 2ND CONSIDERATION OF ORDINANCE NO. 4498 (AS AMENDED)
– AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024
BUDGET ORDINANCE NO. 4464 PROVIDING FOR REVISIONS TO
THE GENERAL, SANITATION, CAPITAL PROJECTS AND
WASTEWATER FUNDS - FINANCE.**

RECOMMENDATION: Approve Ordinance No. 4498, as amended, on second consideration.

INFORMATION: The proposed ordinance is the third amendment to the FY 2024 Appropriation Ordinance, as amended, impacting the Sanitation, Capital Projects, Wastewater 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, \$525,972 for year-end pension supplemental, \$216,230 for budget and transfer to Capital Projects for increased parking garage rehab costs, \$525,000 for budget and transfer to Capital Projects for Roundabout construction budget, \$95,000 in tourism enhancement funds for public art installations, \$928,069 for special census project, and \$10,000 for ABC grant for Columbia Arts

District crosswalk,

- Budget \$15,000 for increased/additional retirement funding in excess of July budgeted amount in City Recorder's Office,
- Adjust special revenues in Police including Equitable Sharing "Justice"/"Treasury", seized weapons and sex offender registry budgets, a reduction of \$233,317,
- Budget \$1,269 in Fire and Rescue using Fire Training and OEM call revenues to reserves,
- Budget \$340,500 in Parks for remainder of splash pad project budget,
- \$22,572 for year-end pension supplemental in Sanitation,
- Budget \$216,230 for increased parking garage rehab costs and \$525,000 for Roundabout in Capital Projects,
- Budget \$97,182,046 for new Wastewater Treatment Plant project and \$51,456 for year-end pension supplemental in Wastewater.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2024 by \$99,642,958 to \$203,464,975.

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

10.6.1ST CONSIDERATION ON ORDINANCE NO. 4486 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 89E GROUP F PARCELS 1.01 AND 1.02, LOCATED OFF MORNINGSIDE LANE, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) AND ESTABLISH APRIL 11, 2024, AS THE DATE OF PUBLIC HEARING - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.

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

INFORMATION: The applicant is requesting to rezone the property from CD-3L (Neighborhood Large Lot Character District) to CD-3(Neighborhood Character District) with the future development concept reflecting single family lots on the four acres of property. The requested CD-3 zoning implements the future land use map classification of City Center Urban Village where the Planning Commission determines it is compatible with the established land use pattern. The Planning Commission reviewed this request at the February 14, 2024 meeting and recommended approval by a vote of five to zero.

ATTACHMENTS: Staff Report Ordinance No. 4486, Ordinance No. 4486, Ordinance No. 4486 Exhibit A, Ordinance No. 4486 Exhibit B, Ordinance No. 4486 DS Staff Report, Ordinance No. 4486 Concept.

10.7.1ST CONSIDERATION ON ORDINANCE NO. 4492 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING REFERENCES TO CONNECT COLUMBIA, THE COMPREHENSIVE PLAN, IN ARTICLES 3 AND 4;DEFINITIONS IN ARTICLE 9; REZONING PROCESSES AND CRITERIA IN ARTICLE 8; AND CORRECTING SCRIVENER ERRORS THROUGHOUT THE ORDINANCE AND ESTABLISH APRIL 11, 2024, AS THE DATE OF PUBLIC HEARING - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4492 on first consideration and establish April 11, 2024, as the date of Public Hearing.

INFORMATION: Zoning Ordinance No. 4400 was adopted in 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 better correlation to the updated comprehensive plan, processes and criteria concerning rezoning, along with simple editorial corrections. The Planning Commission reviewed this request at the February 14, 2024, meeting and recommended approval by a vote of five to zero.

ATTACHMENTS: Staff Report for Ordinance No. 4492, Ordinance No. 4492, Ordinance No. 4492-Exhibit A, Ordinance No. 4492 - Exhibit B, Ordinance No. 4492 - Council ZTA Summary Revised, Ordinance No. 4492 DS Staff Report.

11 PUBLIC COMMENT.

12 OTHER BUSINESS.

13 EXECUTIVE SESSION.

14 ADJOURNMENT.

15 UPCOMING EVENTS.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: 2ND 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)

RECOMMENDATION: Approve Ordinance No. 4495 on second consideration.

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.

The required notice of Public Hearing was advertised February 27, 2024 in The Daily Herald.

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

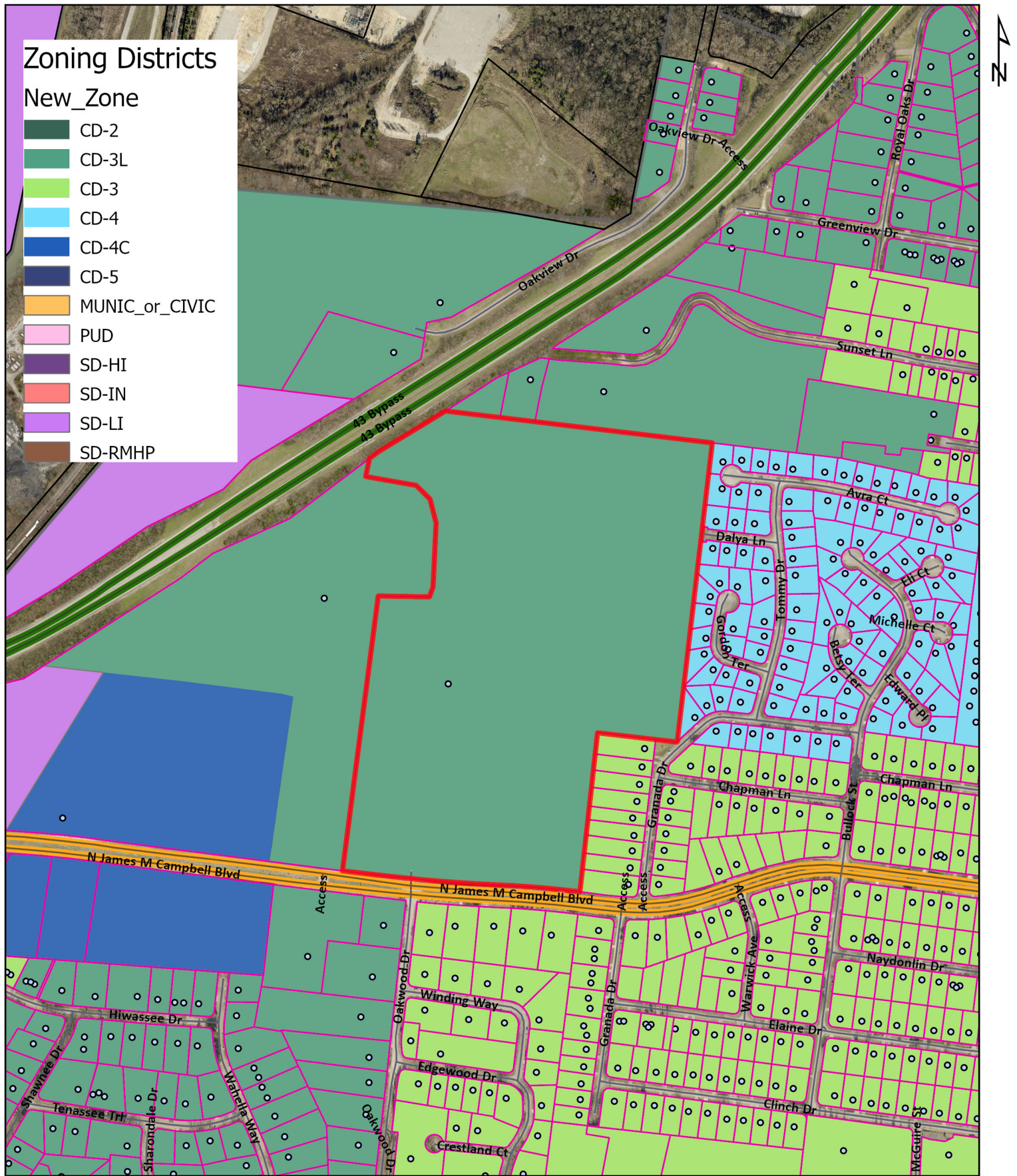
Passed on 1st consideration _____

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.



Ordinance No 4495 - Exh A
200 Oakwood Dr.

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)

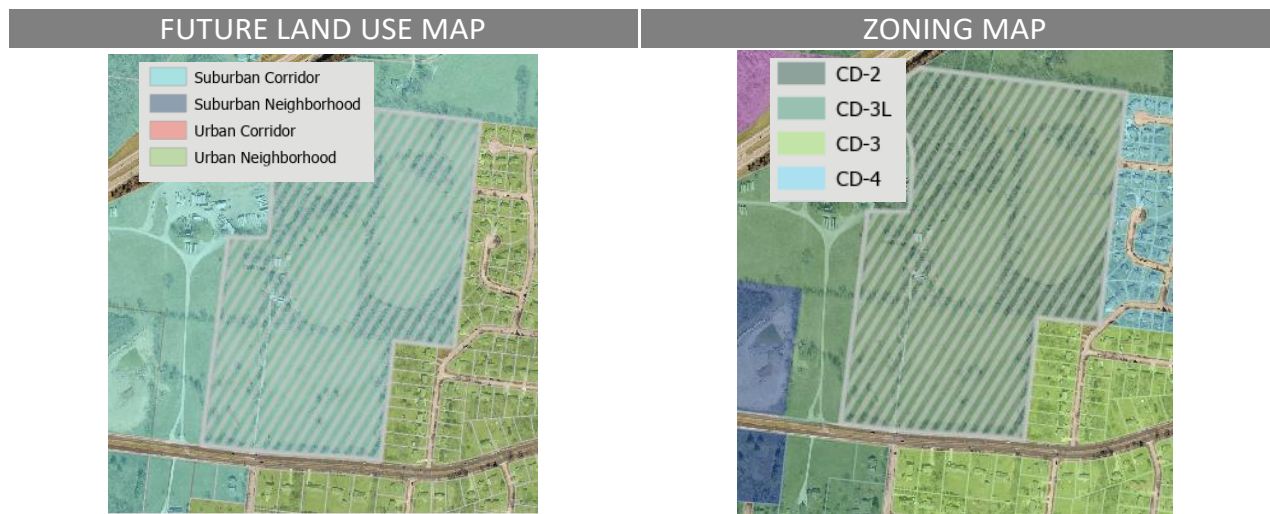
PROJECT SUMMARY

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

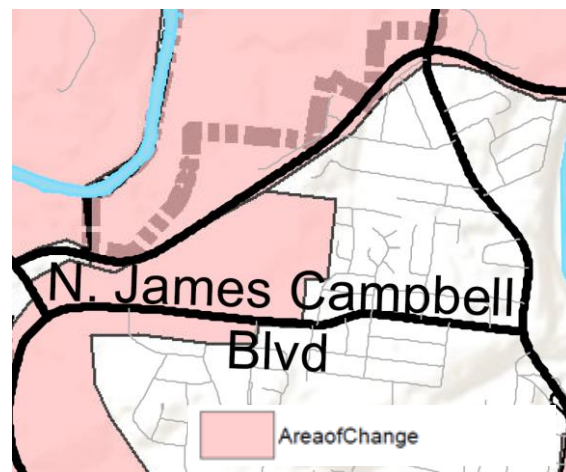
Suburban Neighborhood: The future land use of the subject site is Suburban Neighborhood. The Character Area is conducive to residential development and neighborhoods, with limited, intermixed and compatible civic uses (Connect Columbia, p. 22). The Future Land Use Plan indicates that “the general development 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.

ZONING : CD-3
AREA : ± 56.7 ACRE
TYPICAL R.O.W. WIDTH : 70'
MAX. DENSITY : 4 UNITS/ACRE

MAX. ALLOWABLE LOT : 226
SETBACKS
FRONT : 25'
SIDE : 8'
BACK : 25' OR 15' FROM CENTER
LINE OF ALLEY

TOTAL LOTS : 130

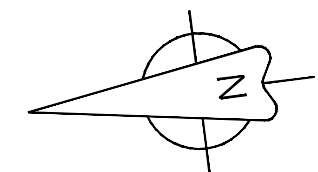
-  **BIGGER LOT - FRONT LOADED (46 LOTS)**
MID BLOCK LOT : 65' x 120'
CORNER LOT : 77' x 120'

-  **SMALLER LOT - ALLEY LOADED (84 LOTS)**
MID BLOCK LOT : 52' x 100'
CORNER LOT : 64' x 100'

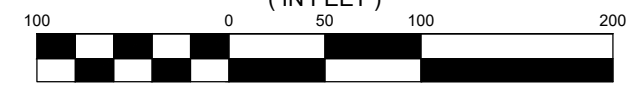
CANOPY REQUIREMENT	
- TOTAL EXISTING CANOPY	: 22.8 AC (40% OF TOTAL AREA)
- MIN. REQUIRED CANOPY	: 45% (10.2 AC) RETENTION
-  CANOPY RETAINED	: 12.15 AC (54%)

PLAYGROUND

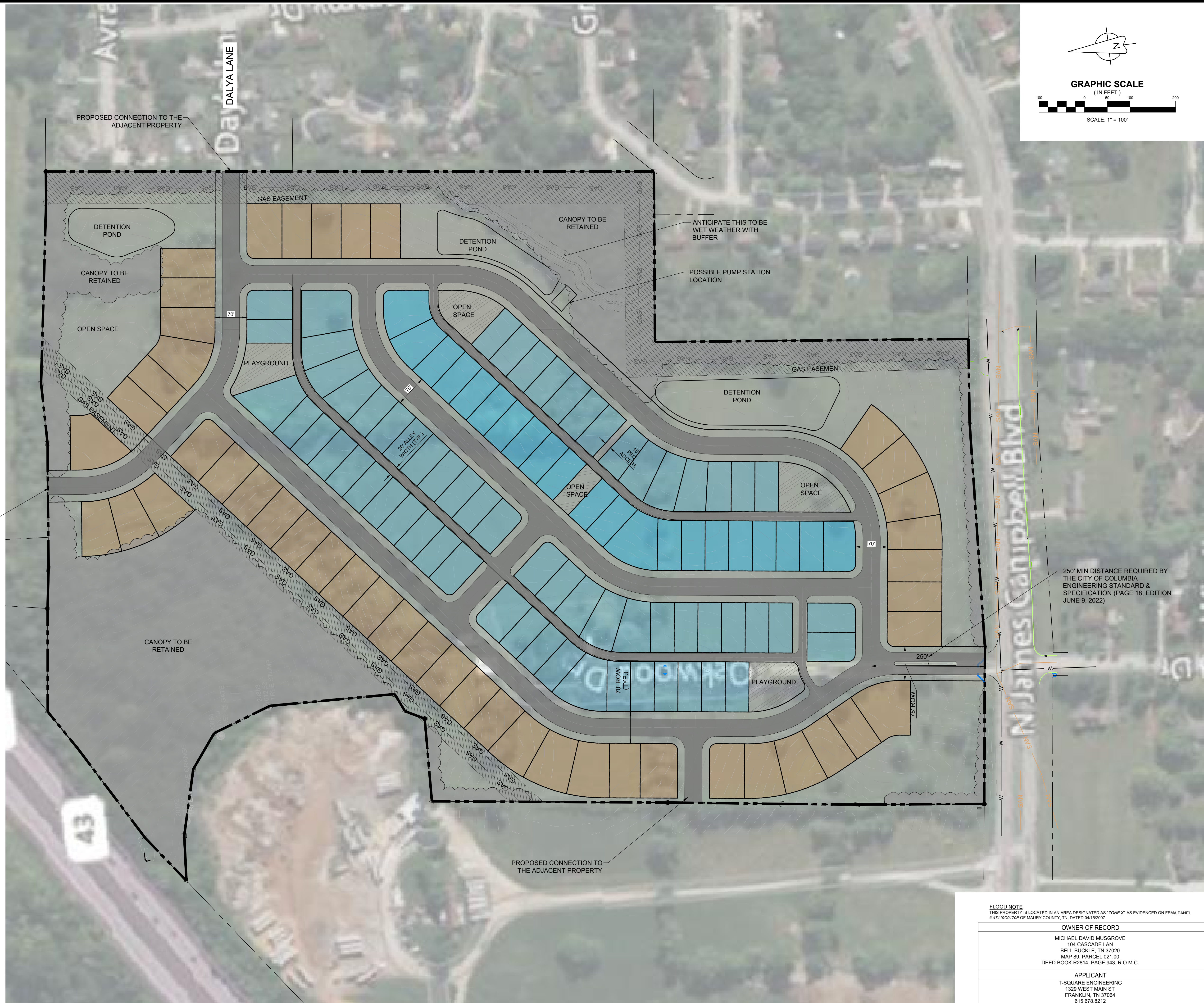
- REQUIREMENT	: EVERY 800' RADIUS.
-  PROPOSED	: 2



GRAPHIC SCALE



SCALE: 1" = 100'



250' MIN DISTANCE REQUIRED BY
THE CITY OF COLUMBIA
ENGINEERING STANDARD &
SPECIFICATION (PAGE 18, EDITION
JUNE 9, 2022)

FLOOD NOTE
THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS "ZONE X" AS EVIDENCED ON FEMA PANEL # 47446C06105 OF MAURY COUNTY, TN, DATED 04/05/2007.

OWNER OF RECORD

MICHAEL DAVID MUSGROVE
104 CASCADE LAN
BELL BUCKLE, TN 37020
MAP 89, PARCEL 021.00
DEED BOOK R2814, PAGE 943, R.O.M.C.

APPLICANT

T-SQUARE ENGINEERING
1329 WEST MAIN ST
FRANKLIN, TN 37064
615.678.8212

REVISIONS

NO.	DATE
-----	------

DATE: 08/08

CONCEPT PLAN

MAP 89, PARCEL 021.00
COLUMBIA, TENNESSEE

OAKWOOD DRIVE SUBDIVISION

PROJECT

23-0533

SHEET

C-2.0



T-SQUARE ENGINEERING



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. 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)

RECOMMENDATION: Approve Ordinance No. 4496 on second consideration.

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.

The required notice of Public Hearing was advertised February 27, 2024 in The Daily Herald.

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.

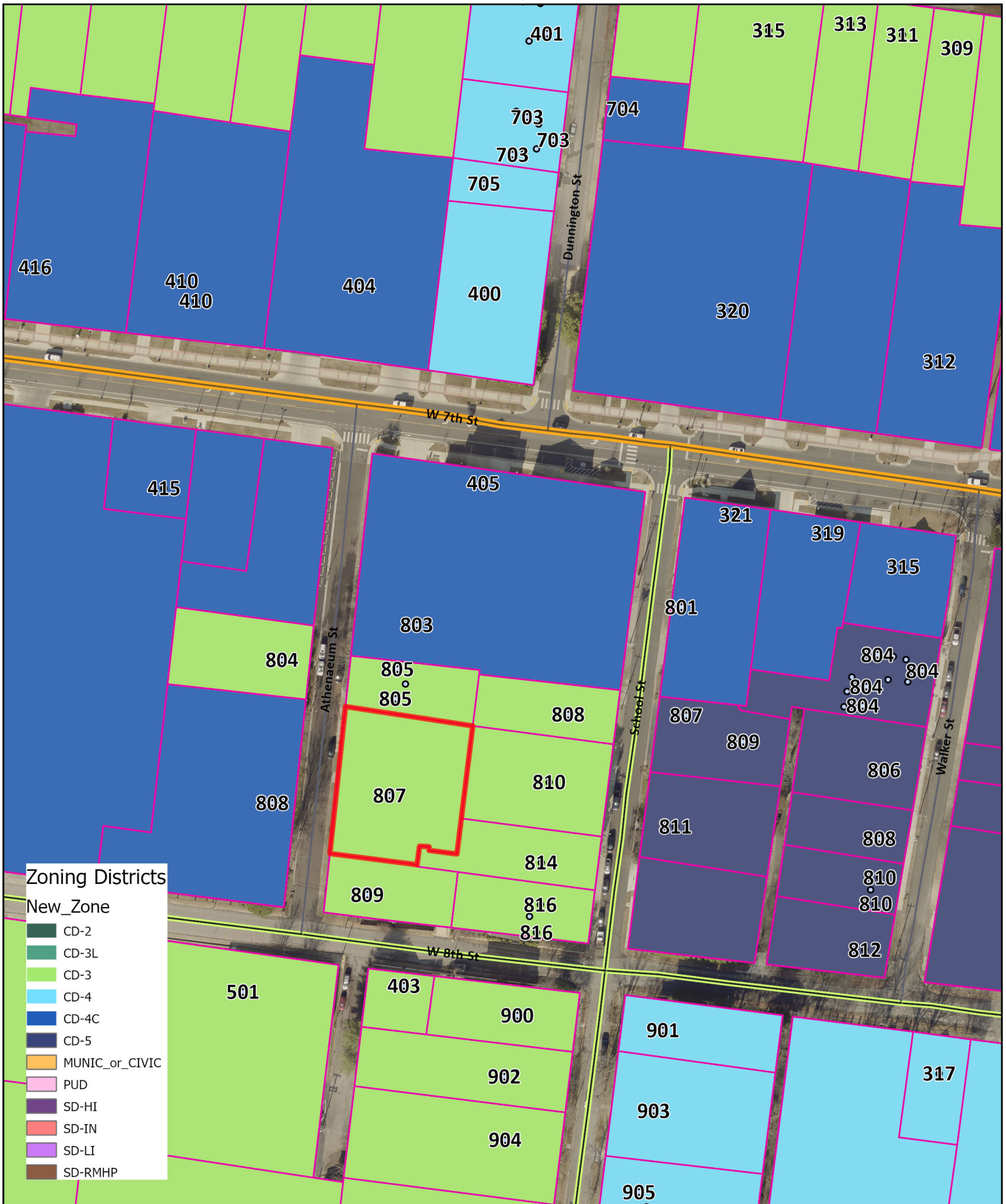
Beginning at an 1" iron pipe, said point being the south west corner of Richard and Lillie Law as recorded in Deed Book R2648, page 768, said point lying SOUTH 02°52'19" WEST a distance of 294' from the intersection of W. 7th Street and Athenaeum Street, having a Tennessee State Plane Coordinate N-468,081.8, 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

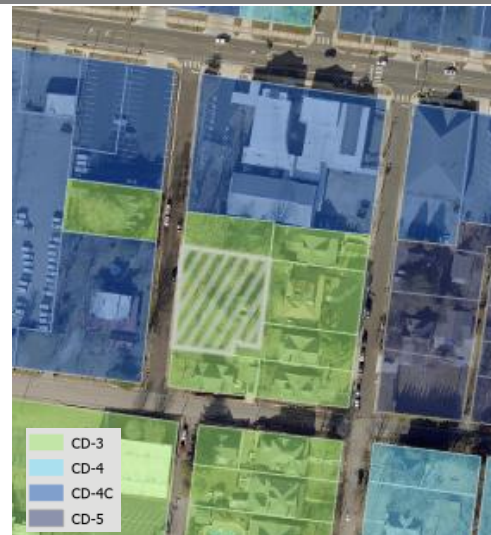
CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
CD-3	Single Family	Single Family House	+/-0.44 Acres



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.

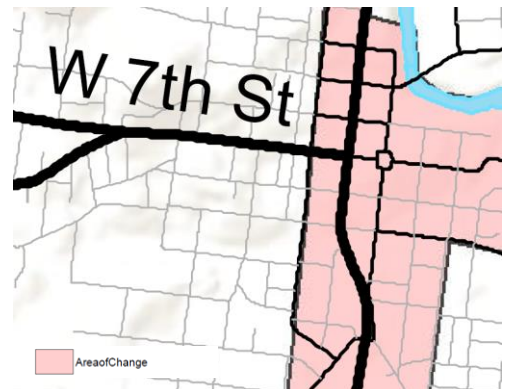
CONSISTENCY WITH CONNECT COLUMBIA

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.

© 2023

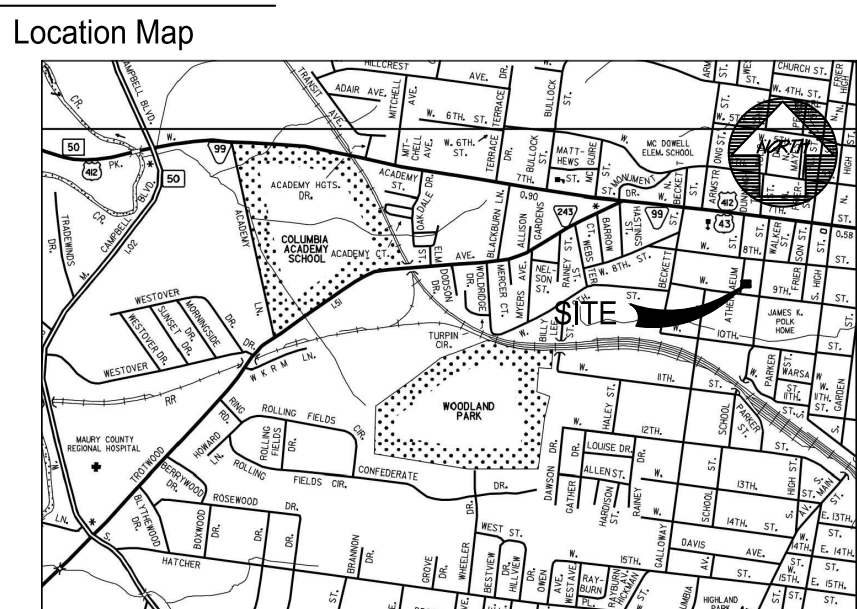
WES E NGINEERS & SURVEYORS
CIVIL ENGINEERS & LAND SURVEYORS

2486 NASHVILLE HIGHWAY
COLUMBIA, TN 38401
PHONE: (931) 388-2329
www.wesengineers.com

PERSONS	DATE	Client
		CARA LYNN
		710 NORTH MAIN STREET
		COLUMBIA, TENNESSEE 38401

LAW OFFICE
807 ATHENAEUM STREET
COLUMBIA, MAURY COUNTY, TENNESSEE
CONCEPT SKETCH

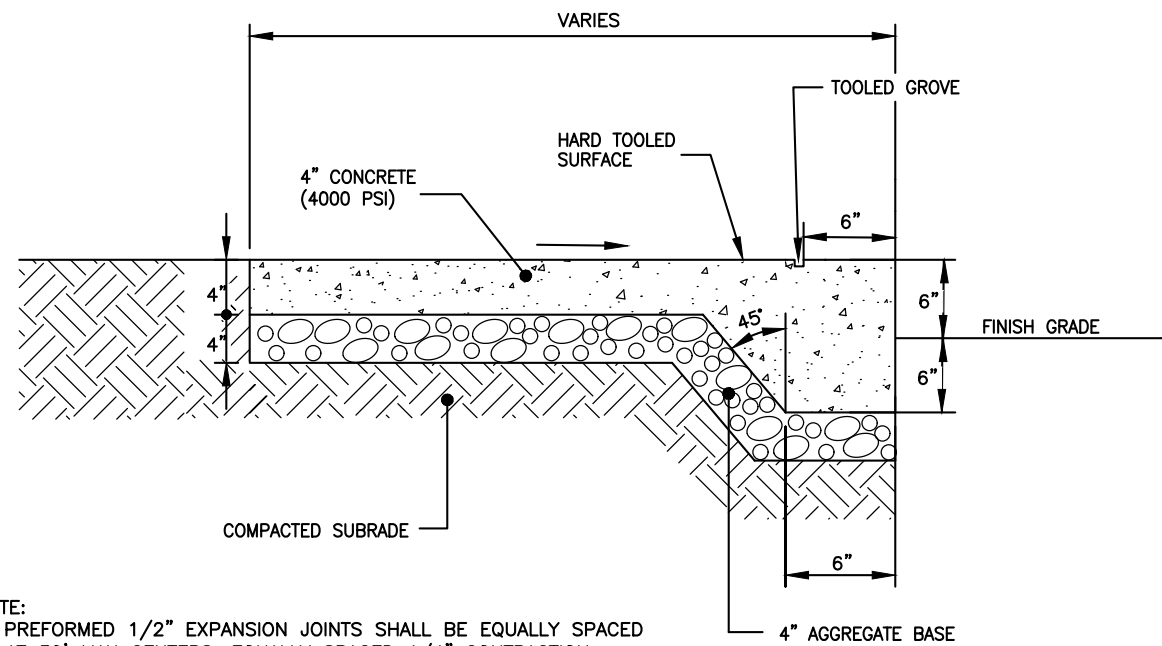
Job. no.	23603
Scale	
Vertical	1"=20'
Horizontal	
Drawn	RP
Checked	RP
Approved	GV
Date	11/17/23



SITE DATA:

OWNER:	CLARK QUINN 807 ATHENAEUM STREET COLUMBIA, TN 38401
PARCEL NUMBER:	TAX MAP 100D DEED BOOK: R2550, PG 233
SUBJECT PARCEL ZONING:	EXISTING ZONING CD-3 REQUEST ZONING CD-4
ACREAGE OF SITE:	19,185 SQ. FT. 0.44 ACRES
MINIMUM REQUIRED BUILDING SETBACKS:	30' FRONT (MINOR COLLECTOR) 20' FRONT (MINOR) 20' REAR 7.50' SIDE 15' SIDE SETBACK FOR CORNER LOTS
UTILITY SERVICES:	WATER SERVICE COLUMBIA POWER & WATER SYSTEMS 201 PICKENS LANE COLUMBIA, TENNESSEE 38401 (931) 388-4833 ELECTRIC SERVICE COLUMBIA POWER & WATER SYSTEMS 201 PICKENS LANE COLUMBIA, TENNESSEE 38401 (931) 388-4833
PURPOSE NOTE:	CONVERT EXISTING RESIDENCE TO LAW OFFICE. IMPROVEMENTS TO INCLUDE CREATING AN ADA COMPLIANT PARKING SPACE & RAMP TO ENTRANCE.

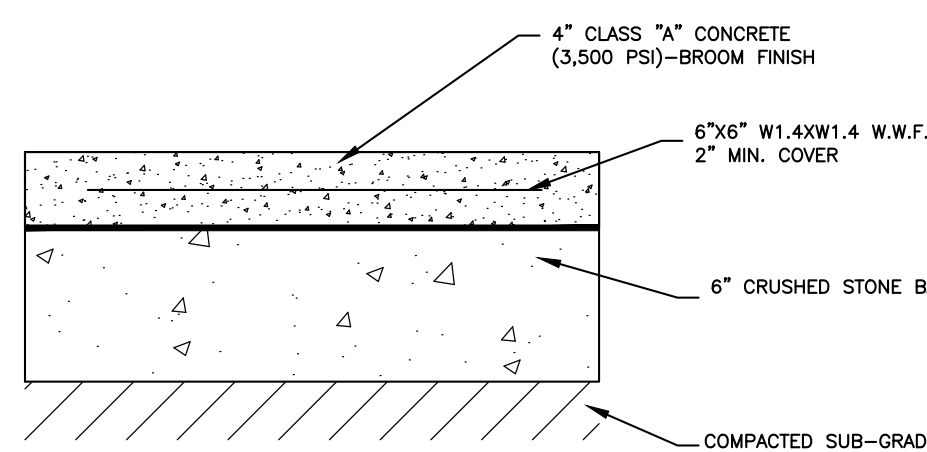
PURPOSE NOTE: CONVERT EXISTING RESIDENCE TO LAW OFFICE.
IMPROVEMENTS TO INCLUDE CREATING AN ADA
COMPLIANT PARKING SPACE & RAMP TO ENTRANCE.



NOTE:

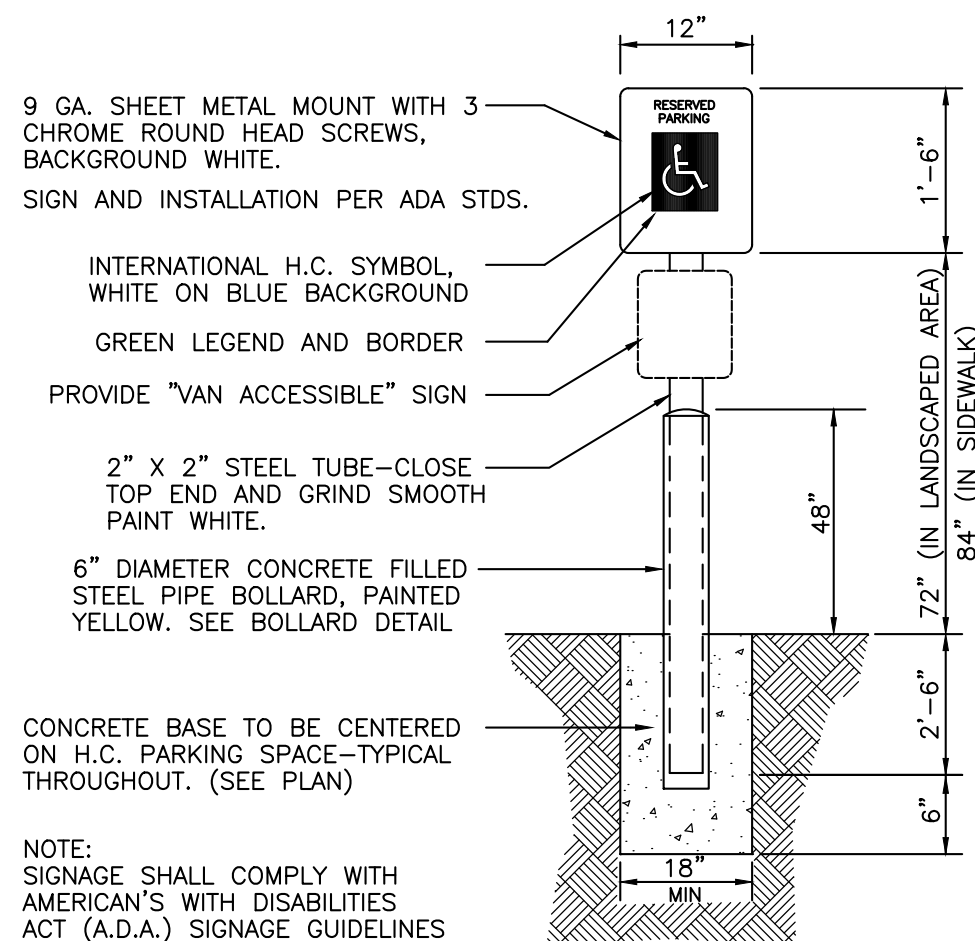
1. PREFORMED 1/2" EXPANSION JOINTS SHALL BE EQUALLY SPACED AT 30' MAX CENTERS. EQUALLY SPACED 1/4" CONTRACTION JOINTS AT 10' MAX CENTERS BETWEEN EXPANSION JOINTS.
2. EXACT CURB DIMENSIONS MAY BE ALTERED SLIGHTLY TO FIT STANDARD CURB MACHINES, BUT SUCH VARIANCES MUST BE APPROVED BY THE ENGINEER.

TURN-DOWN
CURB AND SIDEWALK



NOTE:
CONTROL JOINT EVERY 5'
EXPANSION JOINT EVERY 25'
UNLESS OTHERWISE NOTED

CONCRETE SIDEWALK



NOTE:
SIGNAGE SHALL COMPLY WITH
AMERICAN'S WITH DISABILITIES
ACT (A.D.A.) SIGNAGE GUIDELINES

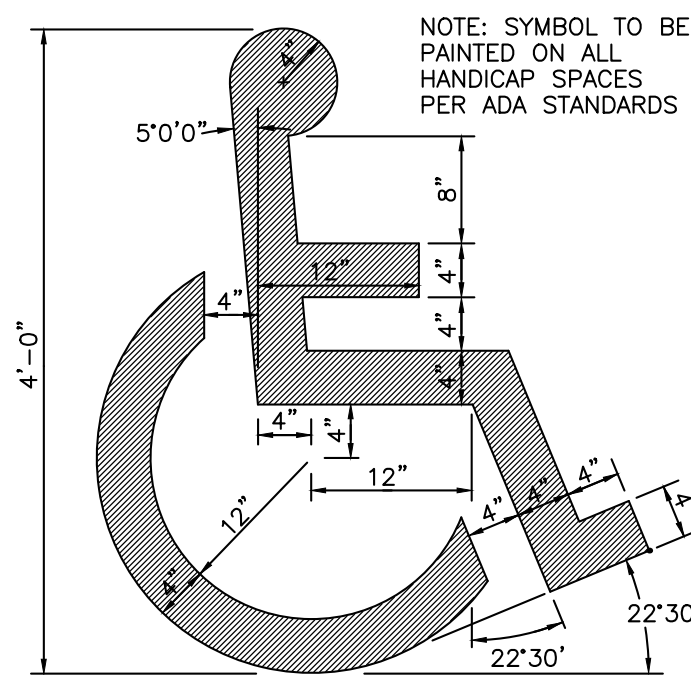
ACCESSIBLE SIGN
NOT TO SCALE

BENCHMARK

BENCHMARK #1
IRON PIN
ELEV = 683.35'
N = 467,920.79
E = 1,659,150.81
TENNESSEE COORDINATE
SYSTEM OF 1983
NAVD 88

WARNING! UTILITY LINES!

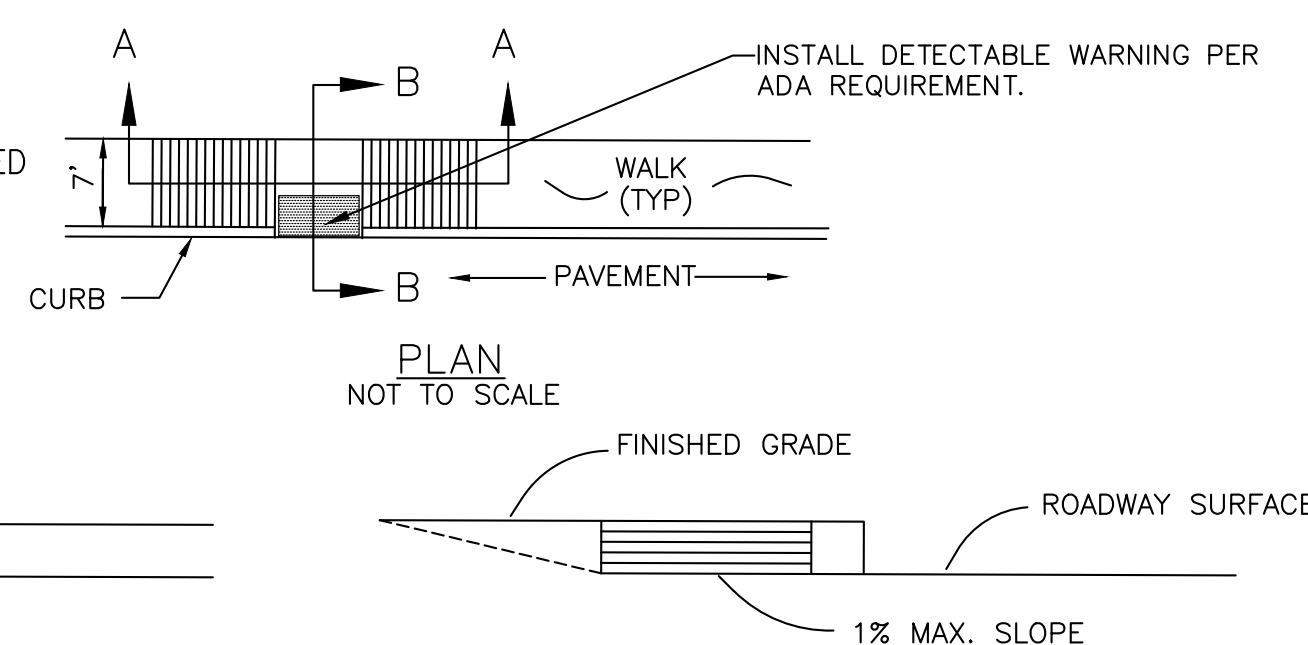
THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD AND UNDERGROUND UTILITY WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF OVERHEAD OR UNDERGROUND SERVICES, THE UTILITY COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES SHALL BE TAKEN TO PROTECT THE UTILITY COMPANY'S PROPERTY. THE PROTECT AREA SHOULD BE MADE BY THE CONTRACTOR PRIOR TO THE INITIATION OF CONSTRUCTION. THE UNDERGROUND UTILITY LINES HAVE BEEN SHOWN AS BEST AS CAN BE DETERMINED AT THIS TIME FROM THE INFORMATION OBTAINED FROM THE SURVEY. THE CONTRACTOR SHALL CONTACT EACH OF THESE COMPANIES PRIOR TO ANY WORK TO BE DONE AND HAVE THEM DETERMINE THE EXACT LOCATION AND DEPTH OF THEIR SERVICES.



PAINTED HANDICAP SYMBOL
NOT TO SCALE

NOTES:

1. FOLLOW ADA REQUIREMENTS FOR REQUIRED LOCATIONS AND PLACEMENT OF DETECTABLE WARNINGS.



SECTION A-A
NOT TO SCALE

ACCESSIBLE RAMP DETAIL

NOT TO SCALE

SECTION B-E
NOT TO SCALE

GEOTECHNICAL NOTE:

CONTRACTOR TO COMPLETE A GEOTECHNICAL STUDY CONDUCTED ON THIS SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE DESIGN FOR THE SITE IMPROVEMENTS SHOWN ON THIS PLAN HAVE RELIED ON GENERAL INFORMATION FROM FIELD REVIEW OF EXISTING TERRAIN, IF, IN THE PURSUIT OF THIS WORK BY THE CONTRACTOR, CONDITIONS OR CIRCUMSTANCES ARE ENCOUNTERED THAT ARE DIFFERENT THAN REFLECTED IN THESE PLANS OR THAT APPEAR TO IMPACT THE SCOPE OF THE WORK, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE CIVIL ENGINEER, THE GEOTECHNICAL ENGINEER AND THE OWNER/DEVELOPER, BEFORE ANY REQUIRED MEASURES ARE TAKEN. HOWEVER, ALL PARTIES TO THIS PROCESS (OWNER, CIVIL ENGINEER, GEOTECHNICAL ENGINEER, AND CONTRACTOR) MUST BE IN AGREEMENT AND THE MAGNITUDE OF THE COST/TIME REQUIRED FOR THE MEASURES ESTABLISHED.

SITE BENCHMARK NOTE:

CONTRACTOR SHALL ESTABLISH A BENCHMARK PRIOR TO CONSTRUCTION. EXISTING BENCHMARK MUST BE RE-VERIFIED AND APPROVED BY THE ENGINEER/SURVEYOR PRIOR TO USE.

BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED BY

 W.E.S. ENGINEERS & SURVEYORS
2486 NASHVILLE HWY
COLUMBIA, TENN
(931) 388-2329

ENGINEERS & SURVEYORS

FLOOD STUDY NOTE:

A PORTION OF THE PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS (FIRM's) MAP NUMBER 47119C0285E DATED APRIL 16, 2007.

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

gerald@wesengineers.com

SUBMITTED FOR MUNICIPAL APPROVAL
NOT FOR CONSTRUCTION



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 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 - CITYWIDE

RECOMMENDATION: Approve Ordinance No. 4497 on second consideration.

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.

The required notice of Public Hearing was advertised February 27, 2024 in The Daily Herald.

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 referenced herein. 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; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That Ordinance number 4400, the same being the Zoning Ordinance of the City of Columbia, Tennessee is hereby amended by revising the 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 ~~Team~~Commission 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, Finance Director, tjablonski@columbiat.com 931-560-1580

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 4498 (AS AMENDED) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, SANITATION, CAPITAL PROJECTS AND WASTEWATER FUNDS.

RECOMMENDATION: Conduct the public hearing.

INFORMATION: This public hearing is related to item 10.5 on the agenda. The proposed ordinance is the third amendment of the FY 2024 Appropriation Ordinance and revises the General and Capital Projects Funds.

Supporting documentation for the amendment is included within the agenda packet and the required Notice of Public Hearing was published in The Daily Herald on February 18, 2024.

This amendment increases the City's total budget for FY 2024 by \$100,571,027 from \$103,822,017 to \$204,393,044.

ORDINANCE NO. 4498 (AS AMENDED)

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

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That Ordinance No. 4464 as amended, the same being the Appropriation Ordinance for the City of Columbia for the Fiscal Year July 1, 2023 through June 30, 2024, be amended. That the total budget appropriation for the fiscal year be increased from \$103,822,017 to \$204,393,044, an increase of \$100,571,027.

Section 2: That the budget appropriations shall be revised as follows:

Finance & City Recorder total of \$1,124,913 be amended to \$1,139,913, an increase of \$15,000.

General City Admin total of \$14,349,581 be amended to \$16,799,852, an increase of \$2,450,271.

Police total of \$12,895,685 be amended to \$12,662,368, a decrease of \$233,317.

Fire total of \$9,980,631 be amended to \$9,981,900, an increase of \$1,269.

Parks total of \$3,696,760 be amended to \$4,037,260, an increase of \$340,500.

Sanitation total of \$4,866,460 be amended to \$4,889,032, an increase of \$22,572.

Capital Projects total of \$15,860,308 be amended to \$16,601,538, an increase of \$741,230.

Wastewater total of \$25,679,921 be amended to \$122,913,423, an increase of \$97,233,502.

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
2nd Consideration - March 14th 3/14/24)

General City Admin

Budget funds for Army Core of Engineers Study	\$	150,000.00
Total General City Admin	\$	150,000.00

TOTAL GENERAL FUND \$ 150,000.00

Wastewater

Budget funds for Wastewater Treatment Plant Project	\$	97,182,046.00
Total Wastewater	\$	97,182,046.00

Total Increase - All Funds (First Consideration)	\$	97,332,046.00
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General City Admin

Budget YE pension supplemental	\$	525,972.00
Budget funds for Parking Garage Project C.O. #2 and Roundabout		741,230.00
Budget reduction to reserves to transfer to CPF		(741,230.00)
Budget funds for Parking Garage Project C.O. #2		216,230.00
Budget construction funds for South Main Roundabout		525,000.00
Budget tourism enhancement funds for art installations		95,000.00
Budget funds for special census project		928,069.00
ABC Grant (Crosswalk)		10,000.00
Total General City Admin	\$	2,300,271.00

City Recorder's Office

Budget funds for retirement funding	\$	15,000.00
Total City Recorder's Office	\$	15,000.00

Police

Adjust budget for Equitable Sharing "Justice" proceeds	\$	(98,104.00)
Adjust budget for Equitable Sharing "Treasury" proceeds		(19,657.86)
Adjust budget for sales of seized weapons		(85,300.00)
Adjust budget for Sexual Offender Registry fees		(30,255.00)
Total Police	\$	(233,316.86)

Fire

Budget funds to reserves to transfer to CFR	\$	1,169.00
Budget funds to reserves to transfer to CFR		100.00
Total Fire	\$	1,269.00

Parks

Budget remainder of splash pad project budget	\$	340,500.00
Total Parks	\$	340,500.00

TOTAL GENERAL FUND \$ 2,423,723.14

Sanitation

Budget YE pension supplemental	\$	22,572.00
Total Sanitation	\$	22,572.00

Capital Projects

Budget transfer to Capital Projects for Roundabout	\$	525,000.00
Budget transfer to Capital Projects for Parking garage C.O.		216,230.00

Total Capital Projects \$ 741,230.00

Wastewater

Budget YE pension supplemental

\$ 51,456.00

Total Wastewater	\$	51,456.00
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Total Increase - All Funds (Second Consideration)	\$ 3,238,981.14
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Total Increase - All Funds (First and Second Consideration)	\$ 100,571,027.14
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CITY OF COLUMBIA
FY 2024 APPROPRIATION AMENDMENT #3
Second Consideration 3/14/24

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

Increase Expenditures

110-41900-250 \$ 150,000.00 General City Admin-Miscellaneous - Professional Services

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 77,182,046.00 2023 Bond issue

\$ 97,182,046.00 Total

Increase Expenditures

412-52213-930 \$ 95,279,796.00 Construction

412-52213-930 \$ 1,902,250.00 Engineering

\$ 97,182,046.00 Total

Items added for Second Consideration on 3/14/24

3) Budget YE pension supplemental

Budget supplemental for General, Sanitation and Wastewater Funds

Increase Revenues

110-37110 \$ 525,972.00 Prior Year Revenue

Increase Expenditures

110-41900-149 \$ 525,972.00 General City Admin-Miscellaneous - Other Pensions

Increase Revenues

127-37110 \$ 22,572.00 Prior Year Revenue

Increase Expenditures

127-43210-143 \$ 22,572.00 Sanitation - General - Retirement

Increase Revenues

412-37110 \$ 51,456.00 Retained Earnings

Increase Expenditures

412-52213-143 \$ 51,456.00 Sewer Treatment Plant - Retirement

4) Budget transfer to Capital Projects for Parking Garage and Roundabout Projects

Replenish General City Admin - Reserves

Increase Revenues

110-37110 \$ 741,230.00 Prior Year Revenue

Increase Expenditures

110-41900-800 \$ 741,230.00 General City Admin - Reserves

Budget transfer to Capital Projects

Decrease Expenditures

110-41900-800 \$ 741,230.00 General City Admin - Reserves

Increase Expenditures

110-41900-766 \$ 741,230.00 General City Admin - Miscellaneous - Transfer to Capital Proj Fund

Budget transfer to Capital Projects for Various Projects

Increase Revenues

311-37940 \$ 741,230.00 Transfer From General Fund

Increase Expenditures

311-41850-936 \$ 525,000.00 Parking Garage - Parking Garage Improvements

311-41850-936 \$ 216,230.00 Parking Garage - Parking Garage Improvements

Total \$ 741,230.00

5) Budget ABC Grant Funds

Increase Revenues

110-33205 \$ 5,000.00 Arts Builds Communities Grant

110-37110 \$ 5,000.00 Prior Year Revenue

\$ 10,000.00 Total

Increase Expenditures

110-42121-324 \$ 10,000.00

6) Adjust budget for expenditures related to Sexual Offender Registry

Correct FY 2024 funds balance

Decrease Revenues

110-37110 \$ 30,255.00 Prior Year Revenue

Decrease Expenditures

110-42121-324 \$ 30,255.00 Police Dept - Detectives - Sexual Offender Registry

7) Adjust budget for sale of seized weapons

Correct FY 2024 funds balance

Decrease Revenues

110-37110 \$ 85,300.00 Prior Year Revenue

Decrease Expenditures

110-42141-320 \$ 85,300.00 Police-Seized Weapon proceeds-Operating Supplies

8) Adjust budget for Federal Equitable Sharing Agreement funds

Justice (DOJ) Funds

Decrease Revenues

110-37110 \$ 98,104.00 Prior Year Revenue

Decrease Expenditures

110-42160-800 \$ 98,104.00 Police Dept-Equitable Sharing - Reserves

Treasury (IRS) Funds

Decrease Revenues

110-37110 \$ 19,657.86 Prior Year Revenue

Decrease Expenditures

110-42161-800 \$ 19,657.86 Police Dept-Equitable Sharing - Reserves

9) Budget funds for retirement funding

Correct budget shortfall amount

Increase Revenues

110-37110 \$ 15,000.00 Prior Year Revenue

Increase Expenditures

110-41510-143 \$ 15,000.00 City Recorder's Office - Retirement

10) Budget funds to reserves to transfer to CFR

Correct budget shortfall amount

Increase Revenues

110-34225 \$ 1,169.00 Fire & EMA Services Charge

Increase Expenditures

110-42260-800 \$ 1,169.00 Fire Dept - Emergency Management - Reserves

11) Budget funds to reserves to transfer to CFR

Correct budget shortfall amount

Increase Revenues

110-34226 \$ 100.00 Fire Training Fees

Increase Expenditures

110-42240-800 \$ 100.00 Fire Dept - Emergency Management - Reserves

12) Budget tourism enhancement funds for art installations

Increase Revenues

110-37110 \$ 95,000.00 Prior Year Revenue

Increase Expenditures

110-41950-912 \$ 95,000.00 Tourism Enhancement - Site Development

13) Budget remainder of splash pad project budget

Increase Revenues

110-37110 \$ 340,500.00 Prior Year Revenue

Increase Expenditures

110-44410-931 \$ 340,500.00 Recreation-Administration - Park Improvements

14) Budget funds for special census project

Increase Revenues

110-37110 \$ 928,069.00 Prior Year Revenue

Increase Expenditures

110-41900-250 \$ 928,069.00 General City Admin - Professional Services

FY 2024 Budget Summary - AA#3

3/15/2024						
		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	\$1,079,515	\$60,398	\$0	\$0	\$0	\$1,139,913
Human Resources	\$253,588	\$30,365	\$0	\$0	\$0	\$283,953
General City Admin	\$2,195,546	\$7,606,197	\$4,887,279	\$2,110,830	\$0	\$16,799,852
Police	\$9,869,324	\$1,955,750	\$0	\$837,294	\$0	\$12,662,368
Fire	\$8,267,603	\$889,737	\$0	\$824,560	\$0	\$9,981,900
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	\$2,249,673	\$662,039	\$0	\$1,125,548	\$0	\$4,037,260
Total General Fund	\$29,980,689	\$13,487,478	\$4,887,279	\$7,511,856	\$0	\$55,867,303
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	\$1,807,767	\$2,245,178	\$75,993	\$760,094	\$0	\$4,889,032
Debt Service Fund	\$0	\$0	\$0	\$0	\$1,614,410	\$1,614,410
Capital Projects Fund	\$0	\$0	\$0	\$16,601,538	\$0	\$16,601,538
Wastewater (Sewer) Fund	\$3,778,059	\$5,303,476	\$0	\$109,924,954	\$3,906,934	\$122,913,423
Grand Total	\$35,566,516	\$23,089,109	\$5,078,272	\$135,137,804	\$5,521,344	\$204,393,044

February 8, 2024 - 5:30 PM

PUBLIC HEARINGS

REGULAR MEETING

CALL TO ORDER/ROLL CALL

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

INVOCATION

Invocation by Vice-Mayor McBroom.

PLEDGE OF ALLEGIANCE

Vice-Mayor McBroom led the Pledge of Allegiance.

APPROVAL OF AGENDA

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

All Council Members present voted aye.

PRESENTATIONS

Item 5.1. - **QUARTERLY PRESENTATION BY WIL EVANS, PRESIDENT OF THE MAURY COUNTY CHAMBER AND ECONOMIC ALLIANCE**

Mr. Wil Evans went over the quarterly update and answered questions from Council Members.

ORGANIZATIONAL BUSINESS

Item 6.1. - **APPROVE THE MINUTES OF THE JANUARY 11, 2024, REGULAR CITY COUNCIL MEETING**

Council Member Coleman moved to approve the minutes of the January 11, 2024 City Council Meeting. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 6.2. - **APPROVE THE RETIREMENT BENEFITS FOR RONNY SHEETER, BUILDING AND GROUNDS MAINTENANCE**

February 8, 2024 - 5:30 PM

Council Member Greene moved to approve the retirement benefits for Ronny Sheeter. Council Member Marshall seconded the motion.

All Council Members present voted aye.

CONSENT AGENDA

Council Member Greene moved to approve the Consent Agenda with the removal of Item 7.10. Council Member Marshall seconded the motion.

All Council Members present voted aye.

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

Item 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**

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

Item 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**

Item 7.5. - **ACCEPTANCE OF THE RAILROAD AND UTILITY AD VALOREM ASSESSMENTS FOR THE TAX YEAR 2023**

Item 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**

Item 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**

February 8, 2024 - 5:30 PM

Item 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

Item 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

Item 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

Council Member Marshall moved to approve Item 7.10 with the amount amended to the actual expenses of \$4,686.52. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

Item 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

Item 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

Item 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

February 8, 2024 - 5:30 PM

Item 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

Item 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

Item 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

ADMINISTRATION

Item 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

Mayor Molder spoke about the historic and significant nature of the project. Largest capital expenditure in the history of Columbia.

Mayor Molder moved to approve Item 8.1. Vice Mayor McBroom seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Greene moved to approve Item 8.2. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 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

February 8, 2024 - 5:30 PM

Council Member Greene moved to approve Item 8.3. Council Member Marshall seconded the motion.

All Council Members present voted aye.

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

Mayor Molder reminded Council that the city made this agreement with Muletown Rec 3 years ago. The ownership of Muletown Rec has presented an opportunity to the city to purchase the facility. Mayor Molder asked that an addendum be made to this new agreement giving the city an exclusive opportunity to purchase the facility at the end of this renewal agreement, which will allow the city time to complete due diligence prior to agreeing to purchase.

Council Member Greene moved to approve the renewal agreement including the modifications made by Mayor Molder. Council Member Marshall seconded the motion.

All Council Members present voted aye.

RESOLUTIONS

Item 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

Council Member Greene moved to approve Resolution No. 24-04. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.2. - RESOLUTION NO. 24-05 - TAX CORRECTIONS

Council Member Marshall moved to approve Resolution No. 24-05. Council Member Greene seconded the motion.

All Council Members present voted aye.

ORDINANCES

Item 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

February 8, 2024 - 5:30 PM

Council Member Coleman moved to approve Ordinance No. 4487 on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Marshall moved to approve Ordinance No. 4493 on first consideration and establish the date of March 14, 2024 as the date of Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

Mr. Slogan, representing the applicant, requested to withdraw Ordinance No. 4494.

Item 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

Council Member Coleman moved to approve Ordinance No. 4495 on first consideration and establish the date of March 14, 2024 as the date of Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

February 8, 2024 - 5:30 PM

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

Council Member Marshall moved to approve Ordinance No. 4496 on first consideration and establish the date of March 14, 2024 as the date of Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Marshall moved to approve Ordinance No. 4497 on first consideration and establish the date of March 14, 2024 as the date of Public Hearing. Council Member Coleman seconded the motion.

All Council Members present voted aye.

Item 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

Council Member Greene moved to approve Ordinance No. 4498 on first consideration and establish the date of March 14, 2024 as the date of Public Hearing. Council Member Coleman seconded the motion.

All Council Members present voted aye.

OTHER BUSINESS

Mayor Molder expressed his thanks to the Public Works Department for the hard work and extra hours that were recently required due to the snow storm.

Mayor Molder shared that he had given the State of the City address at Maury Alliance. He stated that attendance was good and that he had a lot of good things to talk about thanks to the work of City Council.

Mayor Molder reminded Council of the ground breaking on February 12th for Fire Station

February 8, 2024 - 5:30 PM

1.

Mayor Molder mentioned that the ribbon cutting for the Re-Grand Opening for Ollie & Finns and Bad Idea Brewing Company was the result of these two business being started in the Arts District and growing to be able to move to the Downtown District. He stated that the Arts District is serving as a small business incubator.

Mayor Molder mentioned that City Council had great strategic planning session this past Monday.

City Manager Massey shared that the clock being presented to the city by the Noon Rotary Club has arrived and will be installed on February 29.

Mayor Molder acknowledged the memo from Columbia Power and Water Services with an update on the electric charging station.

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 06:12 PM.

UPCOMING EVENTS

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



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 MOLLY BENDERMAN, COURT AND INTERNAL RECORDS ADMINISTRATOR, CITY RECORDER

RECOMMENDATION: Approve.

INFORMATION: Molly Benderman has been an employee of the City of Columbia for 25 years. Her effective retirement date is March 22, 2024 with pension payments to begin on April 1, 2024.

ATTACHMENTS: *None.*

CITY OF COLUMBIA
DISBURSEMENTS FOR MONTH ENDING JANUARY 31, 2024

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	5,754,492.86	2,414,468.38	2,376,173.23	963,851.25
Sanitation Fund	433,909.34	26,184.73	140,492.27	267,232.34
Wastewater Fund	1,103,980.52	48,369.45	292,647.39	762,963.68
Street & Transportation Fund				-
State Street Aid	50,590.60			50,590.60
Drug Fund	834.44			834.44
Debt Service Fund				-
Capital Projects Fund	86,908.94			86,908.94
Sewer Revenue & Tax Bond Issue				-
Sewer Impact Fee #2				-
Insurance Fund	256,767.14	210,608.52		46,158.62
2017 GO Public Imp Bonds				-
2010 GO Bond Issue				-
Cleary Construction Escrow				-
Industrial Development Board				-
	\$ 7,687,483.84	\$ 2,699,631.08	\$ 2,809,312.89	\$ 2,178,539.87

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 1/1/2024 - 1/31/2024**

GENERAL FUND

PAGE 1

133839	1/4/2024	Columbia Power & Water Systems	\$4,836.74
133840	1/4/2024	NAFECO Inc	\$345.00
133841	1/4/2024	Duck River Electric	\$89.64
133842	1/4/2024	Auto Trim Design	\$1,500.00
133843	1/4/2024	Journal Communications Inc	\$5,000.00
133844	1/4/2024	Maury County Solid Waste	\$46.40
133845	1/4/2024	TN Dept of Labor & Workforce	\$60.00
133846	1/4/2024	Dell Marketing L P	\$587.84
133847	1/4/2024	Robert J Young Company LLC	\$17.69
133848	1/4/2024	Southern Computer Warehouse	\$2,587.63
133849	1/4/2024	TN Dept Of Env & Conservation	\$3,460.00
133850	1/4/2024	Break Time Services	\$80.00
133851	1/4/2024	Campbell & Due Rentals	\$750.00
133852	1/4/2024	Nixon Power Services LLC	\$725.00
133853	1/4/2024	First Call Auto Parts	\$68.76
133854	1/4/2024	Parman Energy Group LLC	\$386.44
133855	1/4/2024	Mutual Of Omaha	\$12,846.10
133856	1/4/2024	Tri Star Energy	\$14,104.83
133857	1/4/2024	Atmos Energy	\$885.78
133858	1/4/2024	SRM Concrete	\$2,391.50
133859	1/4/2024	Johnson Controls	\$570.90
133860	1/4/2024	Chrysler Dodge Jeep Ram of Columbia	\$156.00
133861	1/4/2024	Cintas Corporation #241	\$2,656.68
133862	1/4/2024	Colonial Life	\$6,085.16
133863	1/4/2024	Phillips Distributing	\$1,725.00
133864	1/4/2024	Firstnet Services Provided By AT&T Mobility	\$1,485.51
133865	1/4/2024	Verizon Wireless 01	\$177.56
133866	1/4/2024	Motorola Solutions Inc	\$1,277.68
133867	1/4/2024	Courier Printing Company	\$1,435.00
133868	1/4/2024	TriStar Elevator LLC	\$528.00
133869	1/4/2024	T-Mobile	\$129.58
133870	1/4/2024	Lamar Companies	\$1,125.00
133871	1/4/2024	Wells Fargo Financial Leasing, Inc	\$134.25
133872	1/4/2024	Maury Regional Medical Group	\$3,115.00
133873	1/4/2024	Columbia Collision	\$4,017.65
133874	1/4/2024	Charter Communications	\$1,099.00
133875	1/4/2024	Diamond Equipment Inc	\$840.00
133876	1/4/2024	TW Lawncare	\$16,423.00
133877	1/4/2024	TN Property Management	\$3,312.50
133878	1/11/2024	Columbia Power & Water Systems	\$12,982.72
133879	1/11/2024	Tn Dept Of Revenue	\$426.07
133880	1/11/2024	Maury Co United Way	\$434.00
133881	1/11/2024	Stoltz Printing Co	\$2,309.00
133882	1/11/2024	Maury Co Animal Shelter	\$50,000.00
133883	1/11/2024	AT&T	\$72.08
133884	1/11/2024	O'Reilly Auto Parts	\$33.00
133885	1/11/2024	CMS Uniforms & Equipment	\$2,220.00
133886	1/11/2024	Best Cleaners	\$116.25
133887	1/11/2024	State Of TN Attn: Lily White	\$156.75
133888	1/11/2024	State Of TN Dept Of Revenue	\$28.50
133889	1/11/2024	Columbia Firefighter Assn	\$440.00
133890	1/11/2024	CPWS - Broadband	\$300.00

**CITY OF COLUMBIA
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133891	1/11/2024	Cintas Corporation #241	\$456.68
133892	1/11/2024	Summit Uniforms	\$182.50
133893	1/11/2024	Waypoint Business Solutions	\$40,813.20
133894	1/11/2024	Burr E Coleman Jr	\$75.00
133895	1/11/2024	Gracie E Bare	\$75.00
133896	1/11/2024	Marilyn L Braden	\$75.00
133897	1/11/2024	Saulo C Camejo	\$75.00
133898	1/11/2024	Annie N Camel	\$75.00
133899	1/11/2024	OnCell Systems, Inc	\$2,295.00
133900	1/11/2024	Jack Bailey	\$75.00
133901	1/11/2024	Harry M Bryant	\$75.00
133902	1/11/2024	Beverly J Baxter	\$75.00
133903	1/11/2024	Frankie M Austin	\$75.00
133904	1/11/2024	Jerry L Angus	\$75.00
133905	1/11/2024	Verizon Connect	\$322.15
133906	1/11/2024	Patricia A Barrenechea	\$75.00
133907	1/11/2024	Beverly J Amos	\$75.00
133908	1/11/2024	Lamar Companies	\$1,125.00
133909	1/11/2024	Wells Fargo Financial Leasing, Inc	\$262.72
133910	1/11/2024	Siddons-Martin Emergency Group LLC	\$303.18
133911	1/11/2024	TN Property Management	\$3,312.50
133912	1/11/2024	Catalyst Design Group	\$513.00
133913	1/11/2024	Richard Timberlake	\$125.00
133914	1/19/2024	Ace Hardware	\$55.95
133915	1/19/2024	AFLAC-Amer Family Life Assurance Co	\$116.30
133916	1/19/2024	Columbia Power & Water Systems	\$5,739.83
133917	1/19/2024	A To Z Office Resource	\$648.75
133918	1/19/2024	Morgan Brothers Electric Inc	\$350.00
133919	1/19/2024	TN Comptroller Of The Treasury	\$4,523.00
133920	1/19/2024	NAFECO Inc	\$160.00
133921	1/19/2024	Stoltz Printing Co	\$550.00
133922	1/19/2024	AT&T	\$1,456.89
133923	1/19/2024	Mail Call	\$2,041.56
133924	1/19/2024	Federal Express	\$131.41
133925	1/19/2024	TN Dept of Labor & Workforce	\$60.00
133926	1/19/2024	Trailer Store	\$10,960.00
133927	1/19/2024	NexAir LLC	\$41.57
133928	1/19/2024	Verizon Wireless	\$3,142.28
133929	1/19/2024	CMS Uniforms & Equipment	\$2,220.00
133930	1/19/2024	Break Time Services	\$296.25
133931	1/19/2024	Best Cleaners	\$466.50
133932	1/19/2024	Southern Software Inc	\$15,923.00
133933	1/19/2024	Discount Plumbing & Electric Supply	\$34.25
133934	1/19/2024	J. D. Eatherly	\$53,850.00
133935	1/19/2024	J & M Supply Solutions	\$185.00
133936	1/19/2024	D & D Towing & Recovery	\$525.00
133937	1/19/2024	Tri Star Energy	\$22,735.01
133938	1/19/2024	CPWS - Broadband	\$300.00
133939	1/19/2024	Charles Raines	\$53,850.00
133940	1/19/2024	AT&T	\$154.46
133941	1/19/2024	Life Services EAP	\$1,647.30
133942	1/19/2024	Daily Herald (Ads)	\$2,278.21

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133943	1/19/2024	Hughes McDaniel & Associates	\$1,500.00
133944	1/19/2024	United Waste Haulers Of TN LLC	\$130.00
133945	1/19/2024	Volkert Inc	\$1,715.00
133946	1/19/2024	State Systems, LLC	\$394.00
133947	1/19/2024	Johnson Controls	\$2,984.35
133948	1/19/2024	Leaf	\$1,350.30
133949	1/19/2024	Copycats Print Services Llc	\$192.00
133950	1/19/2024	Cintas Corporation #241	\$152.81
133951	1/19/2024	Maury County 911	\$28,500.38
133952	1/19/2024	Travelers	\$100.00
133953	1/19/2024	Verizon Wireless 04	\$2,269.87
133954	1/19/2024	Patricia A Kelley	\$75.00
133955	1/19/2024	Marcia K Kelley	\$75.00
133956	1/19/2024	Dorothy M Jones	\$75.00
133957	1/19/2024	Lizzie M Duncan	\$75.00
133958	1/19/2024	Apparel Masters of Tennessee	\$591.45
133959	1/19/2024	Swift Repairs	\$2,076.89
133960	1/19/2024	WLLX FM	\$252.00
133961	1/19/2024	Mary R Horton	\$75.00
133962	1/19/2024	Augusta M Walker	\$75.00
133963	1/19/2024	Waymond D Watkins	\$75.00
133964	1/19/2024	Linda S Crigger	\$75.00
133965	1/19/2024	Deborah E Wooten	\$75.00
133966	1/19/2024	Clarence T Stubblefield	\$75.00
133967	1/19/2024	Sherry Y White	\$75.00
133968	1/19/2024	William Z Whitaker	\$75.00
133969	1/19/2024	Jacqueline Johnson	\$75.00
133970	1/19/2024	Hilda G Polanco	\$75.00
133971	1/19/2024	Volunteer Paving LLC	\$187.44
133972	1/19/2024	Mark L Keene	\$75.00
133973	1/19/2024	Linda S Davis	\$75.00
133974	1/19/2024	Michael Huard	\$75.00
133975	1/19/2024	Victoria A Overton	\$75.00
133976	1/19/2024	Jose A Torres	\$75.00
133977	1/19/2024	Freedom Hill Land Management	\$11,184.58
133978	1/19/2024	Southern Duplicating of Middle Tennessee	\$552.30
133979	1/19/2024	Floyd L Miles Jr	\$75.00
133980	1/19/2024	Janet R Thomason	\$75.00
133981	1/19/2024	Betty L Gordon	\$75.00
133982	1/19/2024	Visual Media Co LLC	\$600.00
133983	1/19/2024	Chris Sandrell Services	\$89.00
133984	1/19/2024	Lura C Dean	\$75.00
133985	1/19/2024	Melvin L Nicholson	\$75.00
133986	1/19/2024	Shirley D Vaughn	\$75.00
133987	1/19/2024	Virginia Scott	\$75.00
133988	1/19/2024	CaseGuard Studio	\$3,948.00
133989	1/19/2024	Jacola H Gaines	\$75.00
133990	1/19/2024	Gayle A Harris	\$75.00
133991	1/19/2024	Tyler Technologies, Inc	\$2,800.00
133992	1/19/2024	Marion Browne	\$75.00
133993	1/19/2024	State Systems, Inc	\$165.00
133994	1/19/2024	Sandra J McGuire	\$75.00

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133995	1/19/2024	Dorothy Gatto-Forbes	\$75.00
133996	1/19/2024	Trailhead Media LLC	\$2,250.00
133997	1/19/2024	Charles Dickey	\$6.00
133998	1/19/2024	Volunteer Welding Supply, Inc.	\$24.84
133999	1/19/2024	William H. Carter	\$75.00
134000	1/19/2024	Roy E. Daubney	\$75.00
134001	1/19/2024	Alberto Victorero	\$75.00
134002	1/19/2024	Otis E Whitley	\$75.00
134003	1/19/2024	Donna M Stills	\$75.00
134004	1/19/2024	John M Skillern	\$75.00
134005	1/19/2024	Deborah A Austin	\$75.00
134006	1/24/2024	Columbia Power & Water Systems	\$15,387.36
134007	1/24/2024	Rogers Group Inc	\$898.23
134008	1/24/2024	DLT Solutions LLC	\$8,323.62
134009	1/24/2024	Unum Life Insurance Co Of Amer	\$2,168.60
134010	1/24/2024	Heritage-Crystal Clean, LLC	\$486.19
134011	1/24/2024	Parman Energy Group LLC	\$2,741.66
134012	1/24/2024	Atmos Energy	\$5,962.36
134013	1/24/2024	SRM Concrete	\$3,211.25
134014	1/24/2024	Chrysler Dodge Jeep Ram of Columbia	\$39,630.25
134015	1/24/2024	Combined Insurance, a Chubb Company	\$1,007.26
134016	1/24/2024	Cintas Corporation #241	\$406.24
134017	1/24/2024	Needle And Grain	\$572.50
134018	1/24/2024	Verizon Wireless 01	\$177.60
134019	1/24/2024	Verizon Wireless 09	\$88.80
134020	1/24/2024	Corelogic Centralized Refunds	\$1,917.00
134021	1/24/2024	Volunteer Paving LLC	\$167.20
134022	1/24/2024	Regent Homes, LLC	\$500.00
134023	1/24/2024	Rose Marie Rainey	\$496.00
134024	1/24/2024	Motorlease Corp	\$116.00
134025	1/24/2024	Denizen Properties LLC	\$165.00
134026	1/26/2024	Ace Hardware	\$146.26
134027	1/26/2024	City Of Col Employees Retireme	\$218,359.63
134028	1/26/2024	Columbia Power & Water Systems	\$3,029.50
134029	1/26/2024	Columbia Rubber & Gasket Co	\$18.41
134030	1/26/2024	Maury Co Government	\$14,450.13
134031	1/26/2024	Morgan Brothers Electric Inc	\$1,173.93
134032	1/26/2024	Ted's Sporting Goods	\$219.98
134033	1/26/2024	Columbia Neon Co	\$6,290.00
134034	1/26/2024	BSN Sports, LLC	\$212.98
134035	1/26/2024	Dell Marketing L P	\$1,098.19
134036	1/26/2024	Kimley-Horn & Associates, Inc	\$27,930.00
134037	1/26/2024	City Of Col Tn Retirement	\$28,595.49
134038	1/26/2024	D & D Towing & Recovery	\$175.00
134039	1/26/2024	Atmos Energy	\$1,013.85
134040	1/26/2024	Preventia Security	\$84.00
134041	1/26/2024	Novatech Inc	\$149.00
134042	1/26/2024	United Waste Haulers Of TN LLC	\$65.00
134043	1/26/2024	Copycats Print Services Llc	\$66.50
134044	1/26/2024	Cintas Corporation #241	\$495.07
134045	1/26/2024	Firstnet Services Provided By AT&T Mobility	\$1,467.49
134046	1/26/2024	Myrtle Birdsong	\$75.00

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134047	1/26/2024	Motorola Solutions Inc	\$12,524.96
134048	1/26/2024	Muletown Rec	\$9,852.94
134049	1/26/2024	Waynes Pest Control	\$35.00
134050	1/26/2024	Southeastern Shirt Corp.	\$73.00
134051	1/26/2024	Accurate Law Enforcement	\$15,100.00
134052	1/26/2024	Columbia Kubota	\$289.59
134053	1/26/2024	Alert 360	\$297.21
134054	1/26/2024	Brandon Morris	\$125.00
134055	1/26/2024	Southern Dock Products	\$2,365.74
134056	1/26/2024	Playing with Plays, LLC	\$77.00
134057	1/26/2024	Joseph Ayers	\$75.00
134058	1/26/2024	Shirley Phillips	\$75.00
134059	1/26/2024	John Tudor	\$6.99
134060	1/26/2024	Melvin Norwood	\$8.87
134061	1/26/2024	Reagan A Page	\$7.68
134062	1/26/2024	Equity Trust Co	\$25.69
134063	1/26/2024	Baxters Mercantile	\$7.88

Total Purchase Cards:	\$	64,864.32
Total Payroll Transfers:	\$	2,376,173.23
Total Misc. Transfers:	\$	2,414,468.38
Total Checks: 225	\$	<u>898,986.93</u>
Total:	\$	5,754,492.86

STATE STREET AID

8078	1/4/2024	Columbia Power & Water Systems	\$10,452.20
8079	1/4/2024	Duck River Electric	\$85.09
8080	1/11/2024	Columbia Power & Water Systems	\$2,794.70
8081	1/19/2024	Temple Inc	\$34,973.00
8082	1/19/2024	G & C Supply Co Inc	\$1,832.50
8083	1/24/2024	Columbia Power & Water Systems	\$10.96
8084	1/26/2024	Columbia Power & Water Systems	\$29.55
8085	1/26/2024	Firstnet Services Provided By AT&T Mobility	\$412.60

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	-
Total Checks: 8	\$	<u>50,590.60</u>
Total:	\$	50,590.60

SANITATION

22217	1/4/2024	Fleming Sheet Metal Shop	\$1,200.00
22218	1/4/2024	Maury County Solid Waste	\$97,867.37
22219	1/4/2024	Robert J Young Company LLC	\$16.50
22220	1/4/2024	Wastequip Manufacturing Co LLC	\$4,083.83
22221	1/4/2024	Mutual Of Omaha	\$699.87
22222	1/4/2024	Atmos Energy	\$712.70
22223	1/4/2024	United Waste Haulers Of TN LLC	\$9,748.62
22224	1/4/2024	Cintas Corporation #241	\$184.09
22225	1/4/2024	Colonial Life	\$614.74

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SANITATION

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22226	1/4/2024	Marshall County Solid Waste and Recycling	\$1,764.10
22227	1/4/2024	Main Street Media of TN	\$281.26
22228	1/4/2024	Wells Fargo Financial Leasing, Inc	\$134.26
22229	1/11/2024	Columbia Power & Water Systems	\$784.67
22230	1/11/2024	Cintas Corporation #241	\$184.09
22231	1/19/2024	Tri Star Energy	\$939.43
22232	1/19/2024	Life Services EAP	\$107.10
22233	1/19/2024	Toter, LLC	\$14,912.00
22234	1/19/2024	Main Street Media of TN	\$103.13
22235	1/24/2024	Columbia Power & Water Systems	\$22.10
22236	1/24/2024	Fleming Sheet Metal Shop	\$1,200.00
22237	1/24/2024	Maury County Solid Waste	\$89,859.11
22238	1/24/2024	Unum Life Insurance Co Of Amer	\$269.80
22239	1/24/2024	Public Entity Partners	\$1,220.83
22240	1/24/2024	Daily Herald (Ads)	\$575.04
22241	1/24/2024	Andrew King	\$104.24
22242	1/24/2024	United Waste Haulers Of TN LLC	\$8,029.40
22243	1/24/2024	Combined Insurance, a Chubb Company	\$106.04
22244	1/24/2024	Cintas Corporation #241	\$184.09
22245	1/26/2024	City Of Col Employees Retireme	\$11,323.58
22246	1/26/2024	City Of Col Tn Retirement	\$1,482.89
22247	1/26/2024	Muletown Rec	\$882.35

Total Purchase Cards:	\$	17,635.11
Total Payroll Transfers:	\$	140,492.27
Total Misc. Transfers:	\$	26,184.73
Total Checks: 31	\$	<u>249,597.23</u>
Total:	\$	433,909.34

WASTEWATER

48454	1/4/2024	Columbia Power & Water Systems	\$6,886.47
48455	1/4/2024	Columbia Oil Company Inc	\$52.14
48456	1/4/2024	TN Dept of Labor & Workforce	\$60.00
48457	1/4/2024	WM CORPORATE SERVICES, INC	\$33,676.97
48458	1/4/2024	TN Dept Of Env & Conservation	\$1,380.00
48459	1/4/2024	Mutual Of Omaha	\$2,191.89
48460	1/4/2024	Atmos Energy	\$48.59
48461	1/4/2024	Cintas Corporation #241	\$941.74
48462	1/4/2024	Colonial Life	\$1,043.68
48463	1/4/2024	TriStar Elevator LLC	\$614.00
48464	1/4/2024	Onolog, Inc	\$2,000.00
48465	1/4/2024	Judy Construction Company	\$258,207.15
48466	1/4/2024	Corey Jenks	\$125.00
48467	1/11/2024	Columbia Power & Water Systems	\$72,766.53
48468	1/11/2024	Duck River Electric	\$213.03
48469	1/11/2024	Gilliams Appliance Service	\$85.00
48470	1/11/2024	J R Wauford & Co Cons Eng, Inc	\$48,750.00
48471	1/11/2024	U S Bank	\$450.00
48472	1/11/2024	BIRS Machine & Supply	\$5,447.50
48473	1/11/2024	Shiela Hutton	\$373.43
48474	1/19/2024	BMC Metalworks LLC	\$3,480.00

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WASTEWATER

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48475	1/19/2024	Columbia Power & Water Systems	\$13,737.53
48476	1/19/2024	Duck River Electric	\$2,293.04
48477	1/19/2024	TN Dept of Labor & Workforce	\$60.00
48478	1/19/2024	Applied Industrial Technologies	\$6,405.73
48479	1/19/2024	Robert J Young Company LLC	\$62.78
48480	1/19/2024	WM CORPORATE SERVICES, INC	\$28,525.45
48481	1/19/2024	Weld-Rite LLC	\$600.00
48482	1/19/2024	Impressions	\$230.82
48483	1/19/2024	Tri Star Energy	\$3,523.97
48484	1/19/2024	Preventia Security	\$201.00
48485	1/19/2024	Life Services EAP	\$204.00
48486	1/19/2024	State Systems, LLC	\$384.26
48487	1/19/2024	Cumberland Machine Co Inc	\$28,913.60
48488	1/19/2024	Cintas Corporation #241	\$941.10
48489	1/19/2024	Waypoint Analytical, LLC	\$2,285.00
48490	1/19/2024	Source Technologies	\$20,608.00
48491	1/19/2024	Columbia Collision	\$3,350.23
48492	1/24/2024	Columbia Power & Water Systems	\$896.77
48493	1/24/2024	Columbia Oil Company Inc	\$612.11
48494	1/24/2024	Duck River Electric	\$525.85
48495	1/24/2024	G & C Supply Co Inc	\$3,729.00
48496	1/24/2024	WM CORPORATE SERVICES, INC	\$26,888.41
48497	1/24/2024	Vulcan Materials Co	\$730.80
48498	1/24/2024	Unum Life Insurance Co Of Amer	\$490.80
48499	1/24/2024	Public Entity Partners	\$5,000.00
48500	1/24/2024	Atmos Energy	\$51.07
48501	1/24/2024	IDEXX Distribution, Inc.	\$1,302.02
48502	1/24/2024	Combined Insurance, a Chubb Company	\$29.40
48503	1/24/2024	Culleoka Company LLC	\$476.00
48504	1/24/2024	Lane Burleson	\$125.00
48505	1/24/2024	Angel Carports	\$6,921.00
48506	1/24/2024	MI Homes	\$478.00
48507	1/26/2024	City Of Col Employees Retireme	\$20,702.24
48508	1/26/2024	Columbia Power & Water Systems	\$8,080.18
48509	1/26/2024	Ted's Sporting Goods	\$364.99
48510	1/26/2024	J R Wauford & Co Cons Eng, Inc	\$124,200.00
48511	1/26/2024	City Of Col Tn Retirement	\$2,711.08
48512	1/26/2024	Atmos Energy	\$46.89
48513	1/26/2024	Cintas Corporation #241	\$470.55
48514	1/26/2024	Waypoint Analytical, LLC	\$52.00
48515	1/26/2024	Eugene Cordell Brown	\$125.00
48516	1/26/2024	Muletown Rec	\$1,764.71

Total Purchase Cards:	\$	5,070.18
Total Payroll Transfers:	\$	292,647.39
Total Misc. Transfers:	\$	48,369.45
Total Checks: 63	\$	757,893.50
Total:	\$	1,103,980.52

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DRUG

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5966	1/19/2024	Verizon Wireless	\$238.00
5967	1/19/2024	Thomson Reuters - West	\$64.00
5968	1/19/2024	Verizon Wireless 04	\$234.45
5969	1/24/2024	T-Mobile Usa Inc	\$100.00

Total Purchase Cards:	\$	197.99
Total Checks: 4	\$	<u>636.45</u>
Total:	\$	834.44

INSURANCE

3075	1/19/2024	Sherrill Morgan	\$9,875.00
3076	1/24/2024	BlueCross BlueShield Of TN	\$23,783.62
3077	1/26/2024	Muletown Rec	\$12,500.00

Total Misc. Transfers:	\$	210,608.52
Total Checks: 3	\$	<u>46,158.62</u>
Total:	\$	256,767.14

CAPITAL PROJECTS

3058	1/4/2024	Gresham Smith & Partners	\$2,144.00
3059	1/4/2024	Clayton Homes, Inc	\$81,548.31
3060	1/19/2024	Ragan Smith & Associates Inc	\$339.19
3061	1/26/2024	Gresham Smith & Partners	\$992.44
3062	1/26/2024	Justice Environmental Services, LLC	\$1,885.00

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	-
Total Checks: 8	\$	<u>86,908.94</u>
Total:	\$	86,908.94

Surplus Listing for Council Agenda 3/14/2024

<u>Inv ID</u>	<u>Description</u>	<u>Serial #</u>	<u>Department</u>
3613	2002 Ford F-150	1FTRW07L62K65146	Police
3614	2009 Chevy Impala	2G1WS57M191277065	Police
3615	2012 Chevy Impala	2G1WD5E37C1183168	Police
3616	19 Police light bars		Police
3617	Chair - Burgundy - tweed		Council
3618	Desk Chair - Burgundy - rolling		Council
3619	HP LaserJet - 4350tn	CNGXD48005	City Manager
3620	HP LaserJet - 4000TN		City Manager
3621	48" x 24" Table w/ adjustable height legs		Dev Services
3622	HP Color Laser Jet 2600N	CNGC68P1P7	Dev Services



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad H. Jablonski, Assistant City Manager/CFO, tjablonski@columbiatn.com, (931) 560-1559

AGENDA ITEM TITLE: APPROVE PROFESSIONAL SERVICES PROPOSAL WITH HENDERSON, HUTCHERSON AND MCCULLOUGH FOR ANNUAL AUDITING SERVICES IN AMOUNT OF \$51,500

RECOMMENDATION: Approve.

INFORMATION: The City Council first awarded a three-year audit contract to Henderson, Hutcherson and McCullough on April 13, 2017 for auditing services beginning with the fiscal year ending June 30, 2017. On January 9, 2020, the City Council awarded them an additional three-year audit contract to the firm. An additional three-year agreement was approved on May 11, 2023.

The three-year agreement approved in May 2023 includes an option to renew for FY 2024 audit services. The fees for FY 2024 are set at \$51,500, which includes \$2,500 for a single audit for federal grant compliance which may not be used.

CERTIFICATION: Traditionally, the city will propose funding for auditing services in the next year's budget proposal. The FY 2025 budget anticipates proposed funds for auditing services totaling \$35,020 in General City Admin - Auditing Services, \$3,605 in Sanitation - Auditing Services, and \$12,875 in Wastewater - Auditing Services.

ATTACHMENTS: FYE 2024 Audit Contract-proposed.

CONTRACT TO AUDIT ACCOUNTS

OF

City of Columbia

FROM July 01, 2023 TO June 30, 2024

This agreement made this 30th day of January 2024, by and between Henderson, Hutcherson and McCullough, 1200 Market Street, Chattanooga, TN 37363, hereinafter referred to as the "auditor" and City of Columbia, of 700 North Garden Street, Columbia, TN 38401, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2023, and ending June 30, 2024 with the **exceptions listed below:**
Columbia Board of Public Utilities - 11507
2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.
3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:
 - a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
 - b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.
4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Tennessee Code Annotated § 9-3-407, and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.
5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed no later than **December 31, 2024**, or **six (6) months following the period to be audited, whichever is earlier, without explanation to the Comptroller of the Treasury, State of Tennessee, and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30 following the fiscal year being audited.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:
6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.
7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated § 39-16-402, involving

public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8 relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g., a fund, component unit, or other component) **of a county government that is audited by the Division of Local Government Audit (LGA)**. Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 10 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e., group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 10-14 of this contract are also applicable to the component auditor during the performance of the component audit.

9. **Municipal Chart of Accounts Crosswalk.** The provisions of Section 9 relate exclusively to contracts to audit of a municipality, municipality's fund(s), and municipality's school board of education. The auditor shall convert respective municipal audited financial data into a condensed chart of accounts by use of a Microsoft Excel crosswalk tool prescribed by the Comptroller of the Treasury, State of Tennessee, **or** if a respective municipality, municipality's fund(s), or municipality's school board of education chooses to convert their own audited financial data by use of the crosswalk, the auditor shall verify the accuracy of their conversion. The completed condensed chart of accounts crosswalk in Microsoft Excel format shall be filed with the Comptroller of the Treasury, State of Tennessee, by the auditor when the audited financial report is submitted.

10. (Special Provisions)

11. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor the fee(s) listed below. (Fees may be fixed amounts or estimated.)

Fixed Contract Fee:

Audit \$49,000.00

Municipal Chart of Accounts Crosswalk \$2,500.00

Total Fixed Contract Fee \$51,500.00

or

Estimated Contract Fee:

Audit

Municipal Chart of Accounts Crosswalk

Total Estimated Contract Fee

(If not a fixed amount, an estimated contract fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

12. As the authorized representative of the firm, I do hereby affirm that:
- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
 - our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
 - all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
 - all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

13. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 10 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

14. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Henderson, Hutcherson and McCullough

Audit firm

Governmental Unit or Organization



Weston Porter

By

Signature

By

Signature

Title/Position:

Audit Partner

Title/Position:

E-mail address

dsheets@hnmcpas.com

E-mail address

Date:

January 30, 2024

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

APPROVED AS TO LEGAL FORM:

BY: C. TIM TISHER, CITY ATTORNEY
February 2023

By

Date:

Handwritten signature and date: 1/24/23



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Jonathan Stotler, MIS Director, jstotler@columbiatn.com, 931.560.1550

APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COLUMBIA AND THE CITY OF MT. PLEASANT FOR CAD SERVER ACCESS

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia operates the MAURY CO 911 CAD infrastructure. Maury CO 911 has taken over dispatch operations for the City of Mt. Pleasant. The data request is for report data generated by Mt. Pleasant Police and Fire only.

ATTACHMENTS: City MOU CAD Data, Mt. Pleasant MOU.

City of Mount Pleasant

"Experience Our History....Explore Our Possibilities"

Bill White, Mayor
Jacqueline Grandberry, Vice Mayor
Mike Davis, Commissioner
Pam Johnston, Commissioner
Willie Webster Alderson, Commissioner

Kate Collier, City Manager
Kori Bledsoe Jones, City Attorney

Memorandum of Understanding (MOU) Agreement

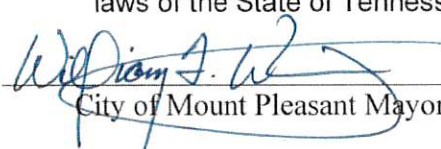
Between: City of Columbia IT Department

And: City of Mt. Pleasant

Subject: Data Sharing on City of Columbia Server using Southern Software CA

Date: February 14, 2024

- 1. Purpose:** This Memorandum of Understanding (MOU) outlines the terms and conditions under which the City of Columbia IT Department will share data on its server with the City of Mt. Pleasant using Southern Software CAD.
- 2. Scope:** This agreement pertains specifically to the sharing of data related to Emergency Services and Public Safety utilizing the Southern Software CAD system.
- 3. Data Sharing:** **a.** The City of Columbia agrees to provide access to its server for the purpose of sharing specified data with the City of Mt. Pleasant. **b.** The data shared will be limited to Cad data related to incident reports, and dispatch information. **c.** Both parties agree to comply with all relevant laws and regulations regarding data privacy and security.
- 4. Responsibilities:** **a.** The City of Columbia IT Department will be responsible for maintaining the server and ensuring its security. Support for connections or other issues will be handled during normal business hours only. **b.** The City of Mt. Pleasant will be responsible for using the shared data for the agreed-upon purpose and adhering to any usage restrictions.
- 5. Confidentiality:** Both parties agree to treat any shared data as confidential and will not disclose it to third parties without the written consent of the other party.
- 6. Term and Termination:** This agreement will be effective as of March ____, 2024 and will continue until ended by either or both parties. Either party may terminate this agreement with a 90-day written notice.
- 7. Governing Law:** This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee.


City of Mount Pleasant Mayor

City of Columbia Mayor

APPROVED AS TO LEGAL FORM:


BY: C. TIM FISHER, CITY ATTORNEY

100 Public Square, P. O. Box 426 ♦ Mount Pleasant, Tennessee 38474 ♦ Phone 931-379-7717 ♦ Fax 931-379-5418

www.mtpleasant-tn.gov

RESOLUTION 2024-6

A RESOLUTION OF THE CITY OF MOUNT PLEASANT, TENNESSEE AUTHORIZING THE CITY TO EXECUTE THE MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT WITH THE CITY OF COLUMBIA, INFORMATION TECHNOLOGY (IT) DEPARTMENT, FOR A DATA SHARING ON CITY OF COLUMBIA SERVER USING SOUTHERN SOFTWARE CA.

WHEREAS, the City of Mount Pleasant desires to enter into a Memorandum of Understanding (MOU) outlining the terms and conditions under which the City of Columbia IT Department will share data on its server with the City of Mount Pleasant using Southern Software CAD;

WHEREAS, the scope of this agreement pertains specifically to the sharing of data related to emergency services and public safety utilizing the Southern Software CAD System; and,

WHEREAS, sharing data related to emergency services and public safety between the City of Mount Pleasant and the City of Columbia is in the best interests of the City of Mount Pleasant and it appears that the terms and conditions of the **Memorandum of Understanding (MOU) Agreement** related to data sharing for emergency services and public safety attached hereto as Exhibit A are reasonable, appropriate, and in the best interests of the City of Mount Pleasant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

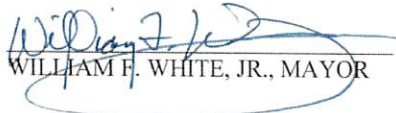
Section 1. That the **Memorandum of Understanding (MOU) Agreement** related to data sharing for emergency services and public safety attached hereto and incorporated as Exhibit A is approved and the City of Mount Pleasant, Tennessee is hereby authorized to execute the same.

Said Lease Agreement is to be in substantially the form now before this meeting of the Board of Commissioners, or with such changes therein as shall be approved by the Police Chief of the City of Mount Pleasant executing the MOU, his execution thereof to constitute conclusive evidence of his approval of any and all such changes or revisions in the MOU.

Section 2. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 3. This Resolution shall take effect immediately.

Approved and adopted this 20th day of February, 2024.


WILLIAM F. WHITE, JR., MAYOR

ATTEST:


SHIPRAH COX, RECORDER

LEGAL FORM APPROVED:


KORI BLEDSOE JONES, ATTORNEY



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND STYLE BLUEPRINT FOR A DIGITAL ADVERTISING SPRING CAMPAIGN IN THE AMOUNT OF \$6,450.

RECOMMENDATION: Approve.

INFORMATION: Style Blueprint Digital Spring Travel Co-op Package: (4-week program) Best Girlfriends Getaways includes a sponsored article email campaign and Instagram post in the amount of \$6,450.

CERTIFICATION: The Chief Financial Officer certifies that \$6,450 is budgeted and unencumbered in Tourism Enhancement – Professional Services.



StyleBlueprint

FOR A LIFE OF STYLE + SUBSTANCE *delivered daily*

Visit Columbia TN | Travel Co-op + Add-On

SB

**WOMEN[®]
OWNED**
CERTIFIED BY WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

Certified
SBA WOSB
Woman Owned Small Business

StyleBlueprint 2024 Travel Co-op Package: Best Girlfriend Getaways

\$3,950 per travel partner (Value: \$5,250)**

4-week program All Market Campaign. (4-6 partners. Must have 4 to publish)

- One All Market Co-op Sponsored Article Campaign
- One Co-op Instagram post with one photo per DMO
- **Deadline: April 15th, 2024**, to publish in May 2024
- **Investment:** \$3,950 per travel partner

Add-On

- Instagram Paid Partner Post: \$2,500 (50% DISCOUNT) - includes up to 5 photos in a carousel Instagram post + boosted campaign.

Fee Schedule

Name	Unit Price	Quantity	Discount	Amount
SB Travel Co-op Package	\$3,950.00	1	0 %	\$3,950.00
SB Instagram Paid Partner Posts	\$5,000.00	1	50 %	\$2,500.00
Total: \$6,450.00 (incl. discount -\$2,500.00)				

TERMS & SIGNATURE



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

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



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

7. Termination and Post-Termination.

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

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

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



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

Blueprint.Inc Signature:

Liza Graves

Partner Signature:

Approved as to Legal Form:

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

B.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

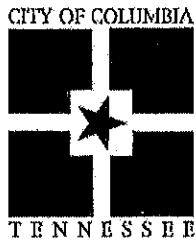
Kellye Murphy, Tourism & Marketing Director, kmurphy@columbiatn.com, 931-560-1510

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND KEVIN HALE TO COMMISSION A PUBLIC ART SCULPTURE FOR THE COLUMBIA ARTS DISTRICT S. GARDEN STREETScape IN THE AMOUNT OF \$25,000.

RECOMMENDATION: Approve.

INFORMATION: Kevin Hale has been commissioned to create a public sculpture for the new South Garden Street streetscape project in the Columbia Arts District. Hale's work is titled "Wonderment" and will be made of mixed materials. The completed art sculpture will measure 8 feet tall by 10 feet wide and will be installed on one of five art pedestals in the Arts District.

CERTIFICATION: The Chief Financial Officer certifies that \$25,000 is budgeted and unencumbered in Tourism Enhancement – Other Services.



PUBLIC SCULPTURE ARTIST AGREEMENT

THIS AGREEMENT is dated the 8th day of February in the year 2024 by and between the City of Columbia, Tennessee (hereinafter called Client) and Kevin Hale, Artisan Industry (hereinafter called Artist).

1. Description of work:

The artwork created by the Artist shall be:

An original artwork sculpture to be installed outdoors on a concrete art pedestal 12' in diameter, located in the Columbia Arts District on South Garden Street which has recently undergone a streetscape improvement.

2. Description of the sculpture:

WONDERMENT Two young girls sitting with their dog, fascinated over the butterfly that has landed in the big sister's hand. The innocence of little girls and the wonderment of life's encounters as they grow and experience their world unfolding around them.

3. Obligations of the Artist and Client:

- a) Artist shall be responsible for the creation of the original sculpture.
- b) Artist shall be responsible for the purchase of all materials necessary for the creation of the sculpture and installation.
- c) Artist is responsible for hiring and compensating any additional labor services necessary for the creation, preparation, and or installation of the sculpture.
- d) Client shall secure any permits necessary for the lawful installation of the sculpture.
- e) Artist shall submit complete concept drawings to the client for final approval by the Client before the creation and execution of the work.

4. Start and completion date:

The Artist shall complete the sculpture project by June 30, 2024, exempting any delay as described in Item 10 below.

5. Any additional work done by the Artist shall be negotiated and compensated separately from this agreement.

6. Fees and schedule of payment:

Fee to be paid to the Artist for completed sculpture project - includes concept design, all artist fees, travel, insurance, permits, fabrication, labor, & installation: Twenty-five thousand dollars (\$25,000)

Client shall pay to the Artist:

- a) 50% due upon execution of the agreement
- b) 50% due upon completion of the project and installation of the sculpture

7. Exploitation of the Work:

Notwithstanding the assignment of any advertising/marketing promotion rights to the Client, the Artist shall retain all copyrights of the sculpture. The Artist shall be entitled to customary and appropriate credit as the creator of the work.

Each party hereby authorizes and grants permission to the other party to photograph and/or digitally record the sculpture and/or to use and/or permit others to use the aforementioned images and/or videos in educational or promotional activities without compensation.

8. Maintenance of the Work:

Client shall notify the Artist promptly in the event of the need for any maintenance or restoration services so that the Artist may have a reasonable opportunity to perform such work or to supervise or consult in its performance. Artist shall be reasonably compensated by the Client for possible future maintenance and/or restoration services rendered. In the absence of any need for restoration or maintenance, the work shall remain free of alteration by the Client.

9. Warranty:

The Artist warrants that the completed work will be fit and suitable for use and exploitation in the manner and to the extent, and for the duration for which it is to be created, but this warranty is conditioned upon the Client's compliance with the provisions, hereof, relating to the installation, maintenance, and exploitation.

10. Title of Ownership:

Title of ownership of the sculpture shall pass from the Artist to the Client upon the completion of the work.

11. Other Delay:

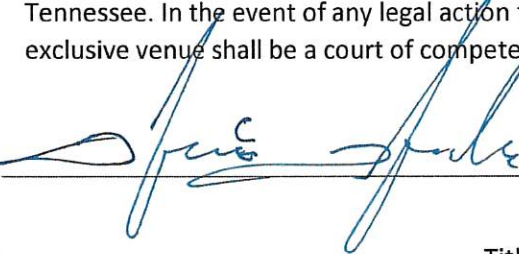
If the execution of the work is delayed by an act or neglect of the Client, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside of the

Artist's control, the Artist shall be entitled to extend the completion date via verbal or written notification to the Client, by the time equivalent to the period of such delay.

12. Governance:

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Maury County, Tennessee.

Artist



Date

2-13/24

Client

Title

Date

Legal Form Approval



Date

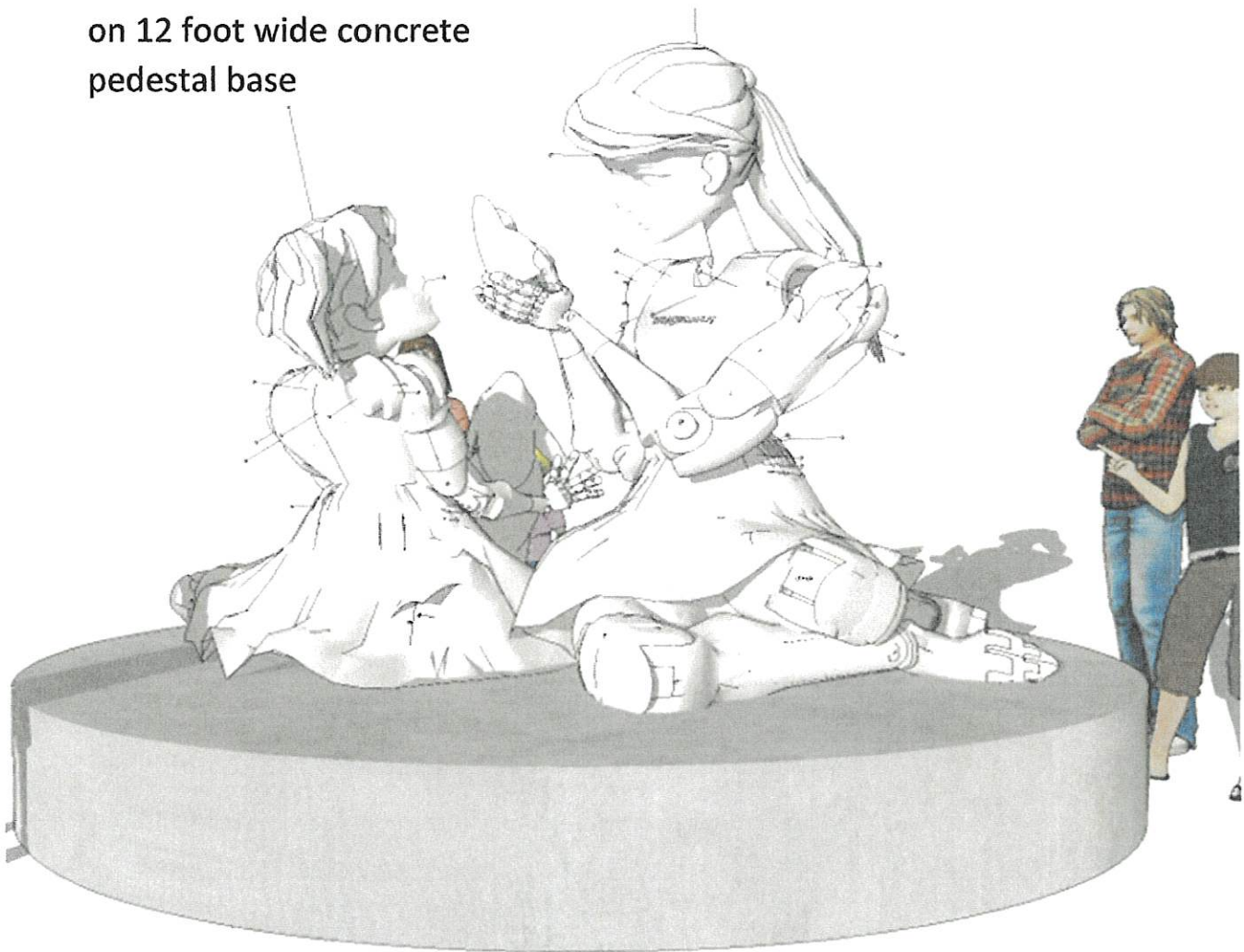
2/28/24

"WONDERMENT"

by Kevin Hale

Mixed Materials

8 feet tall x 10 feet wide
on 12 foot wide concrete
pedestal base





CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

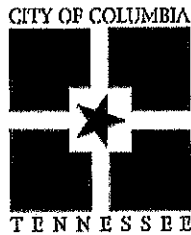
Kellye Murphy, Tourism & Marketing Director, kmurphy@columbiatn.com, 931-560-1510

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND WHITNEY HERRINGTON TO COMMISSION A PUBLIC ART SCULPTURE FOR THE COLUMBIA ARTS DISTRICT SOUTH GARDEN STREETScape IN THE AMOUNT OF \$15,000.

RECOMMENDATION: Approve.

INFORMATION: Whitney Herrington has been commissioned to create a public sculpture for the new South Garden Street streetscape project in the Columbia Arts District. Herrington's work is titled "Dancing Poppies" and will be made of metalwork. The completed art sculpture will measure 6 feet tall by 6 feet wide and will be installed on one of five art pedestals in the Arts District.

CERTIFICATION: The Chief Financial Officer certifies that \$15,000 is budgeted and unencumbered in Tourism Enhancement – Other Services.



PUBLIC SCULPTURE ARTIST AGREEMENT

THIS AGREEMENT is dated the 15th day of February in the year 2024 by and between the City of Columbia, Tennessee (hereinafter called Client) and Whitney Herrington (hereinafter called Artist).

1. Description of work:

The artwork created by the Artist shall be:

An original artwork sculpture to be installed outdoors on a concrete art pedestal 6' in diameter, located in the Columbia Arts District on South Garden Street which has recently undergone a streetscape improvement.

2. Description of the sculpture:

DANCING POPPIES: A trio of poppy flowers 6' tall and 6' wide. Painted Metalwork.

3. Obligations of the Artist and Client:

- a) Artist shall be responsible for the creation of the original sculpture.
- b) Artist shall be responsible for the purchase of all materials necessary for the creation of the sculpture and installation.
- c) Artist is responsible for hiring and compensating any additional labor services necessary for the creation, preparation, and or installation of the sculpture.
- d) Client shall secure any permits necessary for the lawful installation of the sculpture.
- e) Artist shall submit complete concept drawings to the client for final approval by the Client before the creation and execution of the work.

4. Start and completion date:

The Artist shall complete the sculpture project by June 30, 2024, exempting any delay as described in Item 10 below.

5. Any additional work done by the Artist shall be negotiated and compensated separately from this agreement.

6. Fees and schedule of payment:

Price of Sculpture - includes concept design, all artist fees, travel, insurance, permits, fabrication, labor, & installation: Fifteen thousand dollars (\$15,000)

Client shall pay to the Artist:

- a) 50% due upon execution of the agreement
- b) 50% due upon completion of the project and installation of the sculpture

7. Exploitation of the Work:

Notwithstanding the assignment of any advertising/marketing promotion rights to the Client, the Artist shall retain all copyrights of the sculpture. The Artist shall be entitled to customary and appropriate credit as the creator of the work.

Each party hereby authorizes and grants permission to the other party to photograph and/or digitally record the sculpture and/or to use and/or permit others to use the aforementioned images and/or videos in educational or promotional activities without compensation.

8. Maintenance of the Work:

Client shall notify the Artist promptly in the event of the need for any maintenance or restoration services so that the Artist may have a reasonable opportunity to perform such work or to supervise or consult in its performance. Artist shall be reasonably compensated by the Client for possible future maintenance and/or restoration services rendered. In the absence of any need for restoration or maintenance, the work shall remain free of alteration by the Client.

9. Warranty:

The Artist warrants that the completed work will be fit and suitable for use and exploitation in the manner and to the extent, and for the duration for which it is to be created, but this warranty is conditioned upon the Client's compliance with the provisions, hereof, relating to the installation, maintenance, and exploitation.

10. Title of Ownership:

Title of ownership of the sculpture shall pass from the Artist to the Client upon the completion of the work.

11. Other Delay:

If the execution of the work is delayed by an act or neglect of the Client, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside of the Artist's control, the Artist shall be entitled to extend the completion date via verbal or written notification to the Client, by the time equivalent to the period of such delay.

12. Governance:

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Maury County, Tennessee.

Artist Whitney Herrington Date 2/15/2024

Client _____ Title _____ Date _____

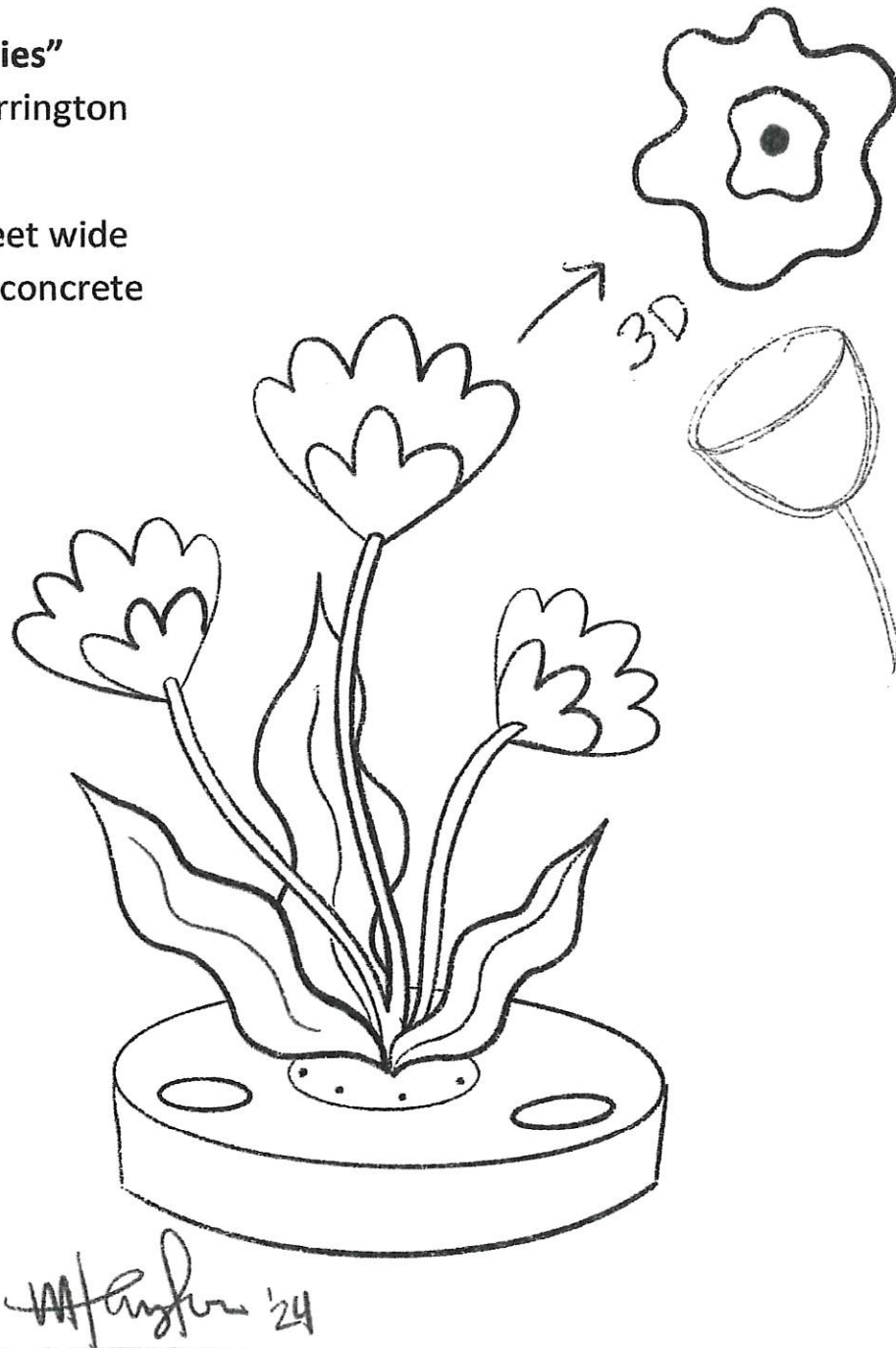
Legal Form Approval C. L. Lisk Date 2/28/24

"Dancing Poppies"

by Whitney Herrington

Metalwork

6 feet tall x 6 feet wide
on 6 foot wide concrete
pedestal base





CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

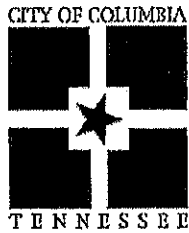
Kellye Murphy, Tourism & Marketing Director, kmurphy@columbiatn.com, 931-560-1510

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND CORY RICAURTE TO COMMISSION TWO PUBLIC ART SCULPTURES FOR THE COLUMBIA ARTS DISTRICT SOUTH GARDEN STREETScape IN THE AMOUNT OF \$40,000.

RECOMMENDATION: Approve.

INFORMATION: Cory Ricaurte has been commissioned to create two public sculptures for the new South Garden Street streetscape project in the Columbia Arts District. Ricaurte's works are titled "Independence", which measures 12 feet tall by 4 feet wide and "Steelgill", which measures 15 feet tall by 12 feet wide. Both will be made of metalwork and installed on two of five art pedestals in the Arts District.

CERTIFICATION: The Chief Financial Officer certifies that \$40,000 is budgeted and unencumbered in Tourism Enhancement – Other Services.



PUBLIC SCULPTURE ARTIST AGREEMENT

THIS AGREEMENT is dated the 14th day of February in the year 2024 by and between the City of Columbia, Tennessee (hereinafter called Client) and Cory Ricaurte (hereinafter called Artist).

1. Description of work:

The artwork created by the Artist shall be:

Two original artwork sculptures to be installed outdoors on concrete art pedestals: one is 6' in diameter, the other is 12' in diameter, located in the Columbia Arts District on South Garden Street which has recently undergone a streetscape improvement.

2. Description of the sculptures:

6' Diameter art Pedestal: INDEPENDENCE - a marionette cutting its strings. Metalwork. 12' tall by 4' wide.

12' Diameter Art Pedestal: STEELGILL - an underwater depiction of a fish swimming in flora. Metalwork. 15' tall by 12' wide.

3. Obligations of the Artist and Client:

- a) Artist shall be responsible for the creation of two original sculptures.
- b) Artist shall be responsible for the purchase of all materials necessary for the creation of two sculpture and installation.
- c) Artist is responsible for hiring and compensating any additional labor services necessary for the creation, preparation, and or installation of two sculptures.
- d) Client shall secure any permits necessary for the lawful installation of the sculptures.
- e) Artist shall submit complete concept drawings to the client for final approval by the Client before the creation and execution of the work.

4. Start and completion date:

The Artist shall complete sculptures project by June 30, 2024, exempting any delay as described in Item 10 below.

5. Any additional work done by the Artist shall be negotiated and compensated separately from this agreement.

6. Fees and schedule of payment:

Price of Sculptures - includes concept design, all artist fees, travel, insurance, permits, fabrication, labor, & installation: One sculpture for fifteen thousand dollars (\$15,000) and one for twenty-five thousand dollars (\$25,000) for a total of forty thousand dollars (\$40,000).

Client shall pay to the Artist:

- a) 50% due upon execution of the agreement
- b) 50% due upon completion of the project and installation of the sculpture

7. Exploitation of the Work:

Notwithstanding the assignment of any advertising/marketing promotion rights to the Client, the Artist shall retain all copyrights of the sculptures. The Artist shall be entitled to customary and appropriate credit as the creator of the work.

Each party hereby authorizes and grants permission to the other party to photograph and/or digitally record the sculptures and/or to use and/or permit others to use the aforementioned images and/or videos in educational or promotional activities without compensation.

8. Maintenance of the Work:

Client shall notify the Artist promptly in the event of the need for any maintenance or restoration services so that the Artist may have a reasonable opportunity to perform such work or to supervise or consult in its performance. Artist shall be reasonably compensated by the Client for possible future maintenance and/or restoration services rendered. In the absence of any need for restoration or maintenance, the work shall remain free of alteration by the Client.

9. Warranty:

The Artist warrants that the completed work will be fit and suitable for use and exploitation in the manner and to the extent, and for the duration for which it is to be created, but this warranty is conditioned upon the Client's compliance with the provisions, hereof, relating to the installation, maintenance, and exploitation.

10. Title of Ownership:

Title of ownership of the sculpture shall pass from the Artist to the Client upon the completion of the work.

11. Other Delay:

If the execution of the work is delayed by an act or neglect of the Client, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside of the

Artist's control, the Artist shall be entitled to extend the completion date via verbal or written notification to the Client, by the time equivalent to the period of such delay.

12. Governance:

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Maury County, Tennessee.

Artist  Date 2/14/24

Client _____ Title _____ Date _____

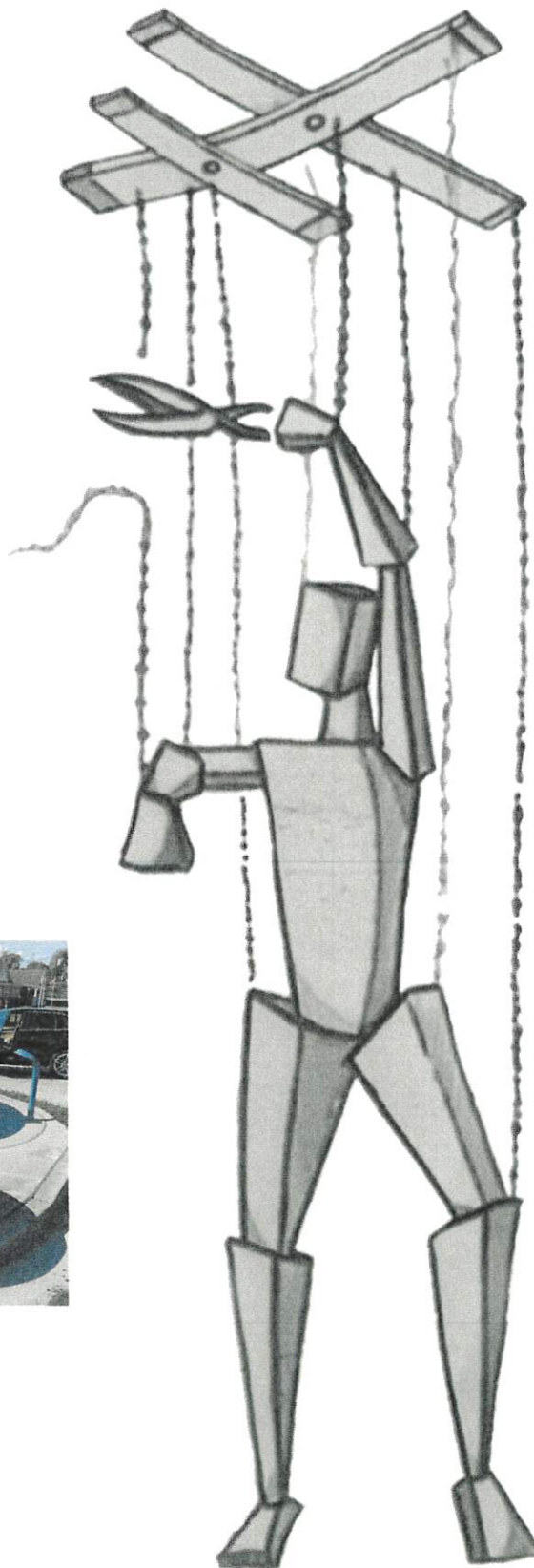
Legal Form Approval  Date 2/28/24

"INDEPENDENCE"

by Cory Ricaurte

Metalwork

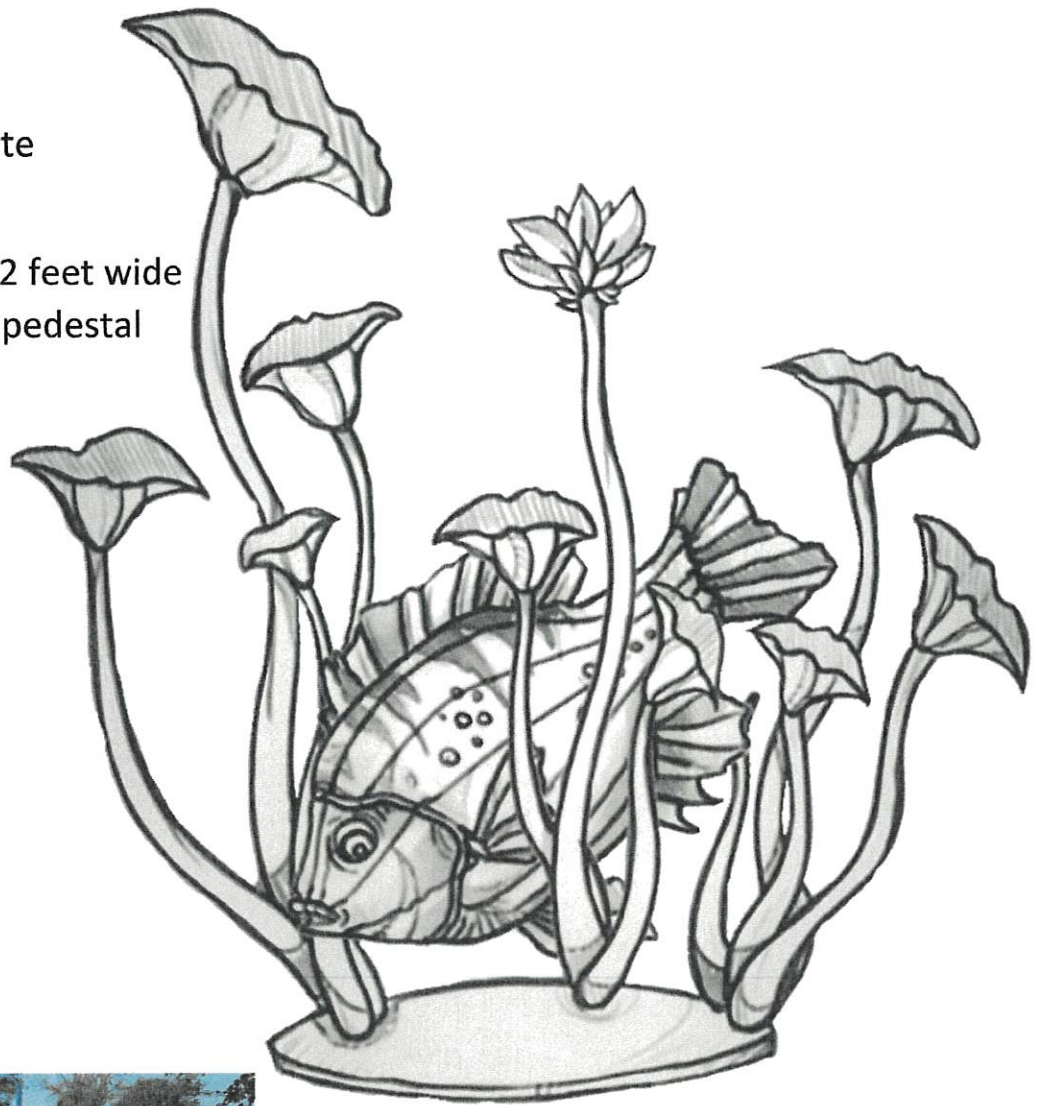
12 feet tall x 4 feet wide
on 6 foot art pedestal



"STEELGILL"

by Cory Ricaurte
Metalwork

15 feet tall x 12 feet wide
on 12 foot art pedestal





CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

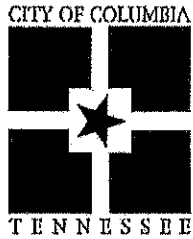
Kellye Murphy, Tourism & Marketing Director, kmurphy@columbiatn.com, 931-560-1510

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND JOSEPH HAZELWOOD TO COMMISSION A PUBLIC ART SCULPTURE FOR THE COLUMBIA ARTS DISTRICT SOUTH GARDEN STREETScape IN THE AMOUNT OF \$15,000.

RECOMMENDATION: Approve.

INFORMATION: Joseph Hazelwood has been commissioned to create a public art sculpture for the new South Garden Street streetscape project in the Columbia Arts District. Hazelwood's work is titled "Vintage Mic", which measures 8 feet tall by 6 feet wide and is made of mechanical parts. It will be installed on one of five art pedestals in the Arts District.

CERTIFICATION: The Chief Financial Officer certifies that \$15,000 is budgeted and unencumbered in Tourism Enhancement – Other Services.



PUBLIC SCULPTURE ARTIST AGREEMENT

THIS AGREEMENT is dated the 8th day of February in the year 2024 by and between the City of Columbia, Tennessee (hereinafter called Client) and Joseph Hazelwood (hereinafter called Artist).

1. Description of work:

The artwork created by the Artist shall be:

An original artwork sculpture to be installed outdoors on a concrete art pedestal 6' in diameter, located in the Columbia Arts District on South Garden Street which has recently undergone a streetscape improvement.

2. Description of the sculpture:

VINTAGE MIC: Recreation of a vintage microphone that stands approximately 8' tall and 6' wide.

3. Obligations of the Artist and Client:

- a) Artist shall be responsible for the creation of the original sculpture.
- b) Artist shall be responsible for the purchase of all materials necessary for the creation of the sculpture and installation.
- c) Artist is responsible for hiring and compensating any additional labor services necessary for the creation, preparation, and or Installation of the sculpture.
- d) Client shall secure any permits necessary for the lawful installation of the sculpture.
- e) Artist shall submit complete concept drawings to the client for final approval by the Client before the creation and execution of the work.

4. Start and completion date:

The Artist shall complete the sculpture project by June 30, 2024, exempting any delay as described in Item 10 below.

5. Any additional work done by the Artist shall be negotiated and compensated separately from this agreement.

6. Fees and schedule of payment:

Price of Sculpture - includes concept design, all artist fees, travel, insurance, permits, fabrication, labor, & installation: Fifteen thousand dollars (\$15,000)

Client shall pay to the Artist:

- a) 50% due upon execution of the agreement
- b) 50% due upon completion of the project and installation of the sculpture

7. Exploitation of the Work:

Notwithstanding the assignment of any advertising/marketing promotion rights to the Client, the Artist shall retain all copyrights of the sculpture. The Artist shall be entitled to customary and appropriate credit as the creator of the work.

Each party hereby authorizes and grants permission to the other party to photograph and/or digitally record the sculpture and/or to use and/or permit others to use the aforementioned images and/or videos in educational or promotional activities without compensation.

8. Maintenance of the Work:

Client shall notify the Artist promptly in the event of the need for any maintenance or restoration services so that the Artist may have a reasonable opportunity to perform such work or to supervise or consult in its performance. Artist shall be reasonably compensated by the Client for possible future maintenance and/or restoration services rendered. In the absence of any need for restoration or maintenance, the work shall remain free of alteration by the Client.

9. Warranty:

The Artist warrants that the completed work will be fit and suitable for use and exploitation in the manner and to the extent, and for the duration for which it is to be created, but this

warranty is conditioned upon the Client's compliance with the provisions, hereof, relating to the installation, maintenance, and exploitation.

10. Title of Ownership:

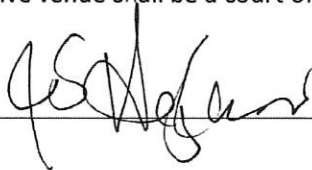
Title of ownership of the sculpture shall pass from the Artist to the Client upon the completion of the work.

11. Other Delay:

If the execution of the work is delayed by an act or neglect of the Client, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside of the Artist's control, the Artist shall be entitled to extend the completion date via verbal or written notification to the Client, by the time equivalent to the period of such delay.

12. Governance:

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Maury County, Tennessee.

Artist  Date 2/21/24

Client _____ Title _____ Date _____

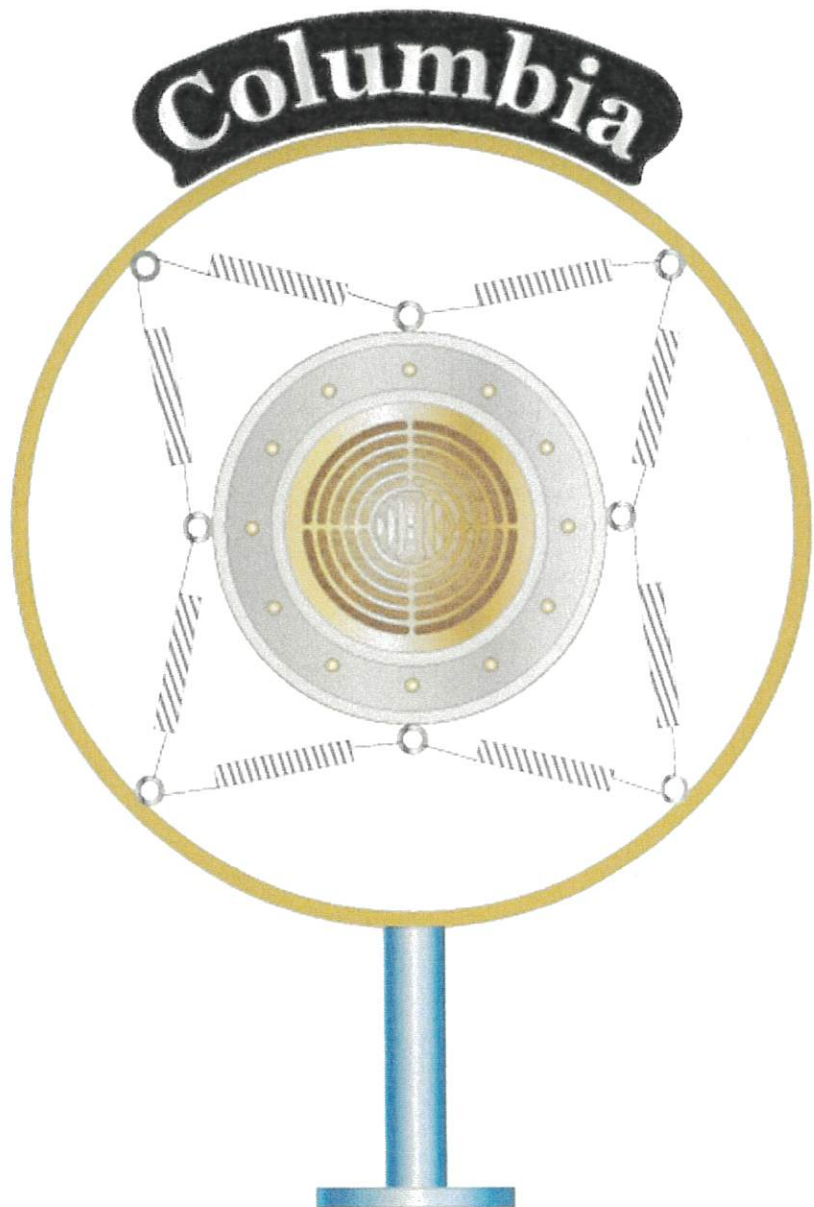
Legal Form Approval  Date 2/28/24

"VINTAGE MIC"

by Joseph Hazelwood

Mechanical Parts

8 feet tall x 6 feet wide
on 6 foot wide concrete
pedestal base



FRONT





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 AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH RECREATIONAL CONCEPTS FOR THE INSTALLATION OF A SPLASH PAD AT FAIRVIEW PARK IN THE AMOUNT OF \$683,405.69

RECOMMENDATION: Approve.

INFORMATION: Utilizing Sourcewell as a State Government Cooperative, Recreational Concepts was chosen to provide proposal to fill in the existing public pool and install a Splash Pad at Fairview Park. After the Sourcewell discount, the total project would cost the city \$683,405.69.

CERTIFICATION: The Chief Financial Officer certifies that \$683,406 is budgeted and unencumbered in Recreation-Administration - Park Improvements.

ATTACHMENTS: Fairview Park Splash Pad Proposal; Drug Free Affidavit Iran Divestment Act



Quote Name: Fairview Park Splash Pad

Created: January 29, 2024
Modified: February 26, 2024

Prepared By: Parker Chipman
(931) 303-0227
parker@rec-concepts.com

Prepared For: Alisha Eley
(615) 564-2701
alisha.eley@kimley-horn.com

Bill To: City of Columbia
Columbia, TN

Ship To: Fairview Park
871 Iron Bridge Road
Columbia, TN 38401

Please make out purchase orders, contracts, and checks to:

Invoice Address Landscape Structures Inc.
601 7th Street South
Delano, MN 55328

Lead Time: 20-26 Weeks From Order
Payment Terms: 50% down at PO, 25% at Delivery,
Balance upon completion

We are pleased to submit this proposal to supply the following items:
Fairview Park Splash Pad

QTY	Model No	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
1	1173902-01-04	Aquatix by LSI Water Play Features		\$ 132,656.10		\$ 132,656.10
1	DISC	Sourcewell Discount		\$ (10,612.49)		\$ (10,612.49)
1	Recirc/Mech	Recirculation/Mechanical System <i>*Includes: Cartridge Filtration Skid, Chemical Treatment, Feature Skid, Distribution Manifold, Pre-Fabricated Water Reservoir, Aquavator, Control Panel, Collector Box (3), Rain Diverting Waste Valve Box, Prefab Aboveground Mechanical Enclosure, System Start up & Training</i>		\$ 160,682.08		\$ 160,682.08

*Installation Notes:

See Notes Page

Subtotal	\$ 282,725.69
Freight	\$ 36,961.50
Tax Rate	
Project Tax	\$ -
Equipment Installation	\$ 363,718.50
Project Total	\$ 683,405.69





Standard Terms and Conditions

Pricing: Proposal is firm for 45 **days** unless otherwise noted. Installation costs, if shown, are for one installation unless otherwise noted. Taxes will be shown separately, if applicable. Any applicable taxes not shown will be applied to the final invoice.

Payment Terms: Payment terms are as stated on previous page. Payment terms are **30 days following the date of the invoice** and if any particular billing is not paid when due, all sales, regardless of prior terms, will become immediately due and owing upon demand by you. I agree to pay interest on past due amounts of 1.5% per month or the maximum interest rate permitted by applicable law, whichever is less. If any particular billing is not paid when due, I agree to pay in addition to the foregoing: All collection costs if this account is referred to collection, or if suit is brought to collect this account, I agree to pay all costs and reasonable attorney's fee, including all costs and a reasonable attorney's fee incurred on any appeal to an appellate court. Checks should be made payable to and mailed as indicated in the "Invoice Address" section of this proposal. Pre-payment may be required for orders equaling less than \$5,000.00.

Returns: Returns are available on shipments delivered within the last 30 days if the product is in merchantable conditions, has never been installed, and has never been stored in an area with little or no protection. A 25% restocking fee will be charged on all returned goods. Customer will be charged freight for both the outbound and inbound shipment. Any credit will be based on the condition of the item(s) upon return. No refunds on custom orders.

Installation: The site should be clear, level and allow for unrestricted access of trucks and machinery. Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. The customer is responsible for theft or damage of the equipment from the time the equipment is off-loaded until the installation is complete, unless other arrangements are made and noted on the quotation.

Agreement Execution

As an authorized agent, I accept the terms and conditions of this proposal for purchase of goods and services.

Name (print) _____ Signature _____

Date _____ Purchase Order # _____

Approved as to Legal Form:

By: 
C. Tim Tisher, City Attorney





Utility Notice and Release of Liability

In order to understand the difference between PUBLIC utilities and PRIVATE utilities, please read. If you have any questions, please contact Recreational Concepts.

Definitions:

PUBLIC utilities: *Utility lines owned by a business organization (such as an electric company) performing a public service and subject to special governmental regulations. Generally, lines from the street to the meter are considered PUBLIC.*

PRIVATE utilities: *Utility lines running from the meter leading inside the property (such as electrical, gas and water lines) or lines from inside the property leading to a street connection (such as sewer or other drain lines) are considered PRIVATE. PRIVATE utilities can include but are not limited to the following: Electric, water, gas, phone, cable, geo-thermal, irrigation, sewer, storm water drainage, fiber optic.*

Responsibilities:

Prior to excavation Recreational Concepts' installers will perform an 811 Utility Locate of the work site area. This will locate and PUBLIC Utilities in the work area, it does not locate PRIVATE utilities. Recreational Concepts' installers and local locate companies are responsible for the care and damage prevention of PUBLIC utilities.

PRIVATE utility lines are the responsibility property owner. Recreational Concepts and their installers require all PRIVATE utility lines to be located and clearly marked with high visibility paint and flags. The property owner assumes all responsibility and cost associated with unmarked lines damaged during excavation. If lines are located within the dig area they must be listed on page of this document.

_____ Initial





Underground Obstacle Notice

Recreational Concepts prices the installation of Playground and other equipment based upon the assumption of the work site being clear of underground obstacles. These obstacles include but are not limited: *heavy rock, shot rock, utility lines, buried trash, old building foundations, abandoned roads, ground water.*

The presence of heavy rock or other obstacles that prevent the digging of footers with a typical skid steer and auger that require extra measures such as the use of jack hammers or extensive hand digging will be billed by change order on a cost basis.

The presence of utility lines in the work area that require hand digging will be billed by change order on a cost basis.

The presence of heavy-ground water that requires a change of footer design or other construction measures will be billed by change order on a cost basis.

As the property owner or as the authorized representative of the property owner, I have read the above and understand that the property owner is liable for additional cost incurred during construction due to underground obstacles located within the work site area of the property located at:

Property Name

Address

City, State, Zip

This document serves to notify the customer that underground obstacles are a present and common issue. Recreational Concepts will work with customer to keep any added cost to a minimum, but there is always a possibility of these unforeseen obstacles.

Signature

Date







Notes:

Quote Provided is in reference to Kimley-Horn's Columbia SplashPad Construction documents dated December 15, 2023.

Installation Notes:

Installation includes installing of Aquatix water features, recirculation/mechanical system which includes cartridge filtration skid, chemical treatment, feature skid, distribution manifold, pre-fabricated water reservoir, aquavator, control panel, collector boxes (3), rain diverting waste valve box, prefab above ground mechanical enclosure, and system start up & training.

Installation includes up to 100' of pipe connecting to incoming water supply & outgoing drainage lines.

The incoming water supply & out going draining connection points provided by others.

Installation includes PRV and Back Flow Preventer.

Incoming electrical supply provided by others.

Filling of existing swimming pool to subgrade to be done by others. Subgrade to be 2' from finish grade.

Installation includes finishing from subgrade to finish grade.

Installation will include running pipes from recirculation/mechanical system to water features at pad.

Completion Dates/Liquidated Damages:

From Notice to Proceed, anticipated project completion time would be 150 calendar days from date the site is prepped by City.

Liquidated damages to be \$100/day past anticipated project completion.

Updated on 2/26/24 to reflect valid proposal pricing/accuracy for 45 days

X Chris Hedrick 2-26-24

Chris Hedrick
Chief Operating Officer



DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of Recreational Concepts, LLC
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
Recreational Concepts, LLC
(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.

Shelia D Stewart

Principal Officer

STATE OF Tennessee

COUNTY OF Putnam

Before me personally appeared Shelia Stewart, 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 16th day of
February, 2024.

Clayton Dodson
Notary Public

My commission expires: 9/22/2027

IRAN DIVESTMENT ACT



A person engages in investment activities in Iran if:

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

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

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

Vendor Name: Recreational Concepts, LLC

Vendor Signature: Shelia D Stewart Date: 2.15.2024



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 MAURY COUNTY SCHOOL BOARD OF EDUCATION.

RECOMMENDATION: Approve.

INFORMATION: The Maury County Board of Education is requesting the renewal of their annual Non-Exclusive Use and Occupancy Permit to utilize various City athletic facilities to host some of the local county schools' sporting events such as baseball, soccer, cross-country and tennis. The facilities are Cook Soccer Park, Woodland Park Tennis Courts; Fairview Park and Babe Ruth Baseball Fields; Ridley Park; Eva Gilbert Softball Fields; and Eva Gilbert Football field. Upon approval, each school will be scheduled for usage pending availability in alliance with any of the approved leagues that may also be using the fields/courts. There will be no fee collected for use of the facilities; however, schools are required to provide their own supplies and equipment to drag and mark the ball fields where applicable and any other program supplies to implement the events. All terms of the agreement are exactly the same as last year.

ATTACHMENTS: Maury County Board of Education 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 Maury County Board of Education, whose address is 501 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, Cox Baseball Field, Cox Football/Soccer Field, Cox Softball Field, Cook Soccer Park, Woodland Park Tennis Courts, Fairview Baseball Field, Ridley Park, Eva Gilbert Softball Field, and Eva Gilbert Football Field and other park facilities, here in after called "Premises."

2. TERM

The term of this permit shall begin on February 12, 2024 and shall terminate on February 11, 2025, unless sooner terminated as specified herein.

3. PURPOSE

The premises specified in this permit shall be used only for the purposes of hosting weekly games in accordance with each school's schedule and for no other purpose than provided herein.

4. PUBLIC USE

The 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.

5. MAINTENANCE

Permittee shall, at its sole cost and expense, assist with routine maintenance to include, but not limited to: marking and lining fields (*where necessary*), litter pick up after games and removing any banners that may be displayed during games.

The Permittee agrees to maintain the premises in good repair while they are under their control and to reimburse the City for required repairs which are attributable to a breach of this duty, such as, but not limited to, repair of facility damages due to vandalism occurring during Permittee use; plumbing and janitorial services as a result of misuse; and special modifications of a facility that may be required to accommodate use.

6. OPERATION

In scheduling the use of City of Columbia facilities, City of Columbia Parks & Recreation programs shall have first priority. Game dates for each school activity shall run concurrently with all other City approved league programs and no conflicts shall result.

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 & Recreation Department Director, or designated representative, at least two (2) weeks prior to the activity.

7. 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.

8. CONCESSIONS RIGHTS

- A. Permittee shall have the right to operate a concession stand, PROVIDED, HOWEVER, that no organization has been granted priority usage.
- B. Where no concession stand exists, Permittee shall have the right to operate a portable concession stand that will be removed from City property after each game.

9. 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 the 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.

10. 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.

11. 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.

12. 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. \$1,000,000 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.

13. 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.

14. 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.

15. 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.

16. UTILITIES AND SERVICES

The City shall provide all utilities and services required.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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

Maury County Board of Education
c/o Lisa Ventura, Director of Schools
501 West 8th Street
Columbia, TN 38401
Phone: (931) 388-8403 (Work)

CITY

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

22. 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:

- Permittee or designee must provide the Parks & Recreation Director a complete copy of the game schedule within one week of the 1st game.
- The Permittee shall not commence games on 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.
- 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.
- The Permittee shall be responsible for opening and closing signage at the entrance to the parks informing the public that no weapons of any kind, including firearms, shall be allowed in City Parks during school activities pursuant to Tennessee Code Annotated 39-17-1309.

A. Portable Pitching Mounds

The portable pitching mounds are not regulation size. ONLY tennis shoes or rubber cleats allowed, no metal spikes.

23. 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.

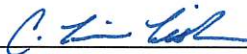
IN WITNESS WHEREOF, the City and the Permittee have caused this Permit to be executed, effective the date first above written, by their duly authorized agents.

PERMITTEE

By _____
Lisa Ventura, Director,
Maury County Board of Education

Date _____

Legal Form Approved:



C. Tim Tisher,
City Attorney
Date: 2/28/24

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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2023

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 Public Risk Insurors 1881 Gen. George Patton Drive, Suite 105 Franklin, TN 37067	CONTACT NAME: Laura Jungmichel PHONE (A/C. No. Ext): 615.369.0646 E-MAIL ADDRESS: laura@publicriskinsurors.com FAX (A/C. No): 615.369.0647																					
INSURED Maury County Board of Education 501 West 8th Street Columbia, TN 38401	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B:</td><td>Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Fire Insurance Company	23035	INSURER B:	Liberty Insurance Corporation	42404	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** MauryCoBOE00021-23**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 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:	X	TB2-Z51-293330-023	07/01/2023	07/01/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	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				<table><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. DISEASE - POLICY LIMIT	\$																			

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

City of Columbia, Tennessee is Additional Insured as respects the use of the parks and ballfields facilities of the City of Columbia, Tennessee by Maury County Board of Education including Cook Soccer Park, Woodland Park Tennis Courts, Fairview and Babe Ruth Baseball Fields, Eva Gilbert Softball Field, Eva Gilbert Football Field, Ridley Sports Complex, and Cox Middle School Athletic Fields as outlined in the School Amendatory Endorsement LC 99 44 07 18 - Section R. Additional Insured - by Contract, Agreement, or Permit.

CERTIFICATE HOLDER**CANCELLATION**

City of Columbia, Tennessee 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 <i>Laura Jungmichel</i>
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CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE:

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 \$5317.30

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

INFORMATION: The City of Columbia, Tennessee Development Services is retaining the services Commonwealth Heritage Group, LLC, to provide services related to the proposed new East 8th Street historic district. This will create architectural surveys for the area. This item is in conjunction with the newly updated Connect Columbia comprehensive plan action items for implementation and prioritized as an immediate objective.

CERTIFICATION: The Chief Financial Officer certifies that \$5,318 is budgeted and unencumbered in Development Serv-Planning - Professional Services.

ATTACHMENTS: Contract.



CHRONICLE™
HERITAGE

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 of Columbia Historic Survey East 8th Street
Project Number: 24-PC-02059 Date: 02/26/2024
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):

- ☒ \$ \$5,317.30 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: 2/26/2024

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

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

APPROVED AS TO LEGAL FORM:
C. Andrew Buchner

**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)**.

February 24, 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 East 8th Street Historic District (Approximately 40 Resources) Survey in Columbia, Maury County, Tennessee

Dear Mr. Archibald,

Please find the cost estimate and scope of services for the East 8th Street Historic District (approximately 40 resources) survey for the City of Columbia. This letter presents the level of work necessary to complete the East 8th Street Historic District survey in Columbia, Maury County, Tennessee. This purpose of this survey will be to assist the city complete an initial survey of the potential district to be designated locally as a City Designated District that will not be submitted to the Tennessee Historical Commission (THC) for review.

A separate cost estimate and contract exists for the history inventory of the 345 resources and this project is considered a separate entity, although it will be completed in tandem with the larger partially CLG-funded historic inventory project. This letter presents only the 40 resources in the East 8th Street Historic District as a separate contract. 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 preliminary archival research, on-site survey and photographing the 40 resources in the East 8th Street Historic District, and producing a brief report on the findings. The report will include recommendations for existing NRHP-listed historic districts including recommendations on 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 by the City of Columbia. 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. Although the survey findings will not be

submitted to the THC, 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 additional 40 resources in the East 8th Street Historic District for the City of Columbia.

Task 1: Engagement and Archival Research.

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 40 resources in the survey area. Upon award of the contract and Notice to Proceed, Commonwealth's Project Manager will initiate the Archival Research 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 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, any existing for the East 8th Street Historic District (not previously listed in the NRHP) will be utilized as a starting point.

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, identify 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 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 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 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. 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 40 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 2: Fieldwork.

The survey of the approximate 40 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 40 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. All fieldwork will be conducted by Ms. Angie Clifton Thiel.

Task 3: Draft and Final Brief Survey Report.

Commonwealth will complete a report on the findings from the historic inventory. A brief survey report will be submitted to the City of Columbia for the East 8th Street Historic District.

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

February 24, 2023

- 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
- Maps outlining the survey area and any existing and recommended boundaries for NRHP eligible or listed resources or districts
- 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). 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).

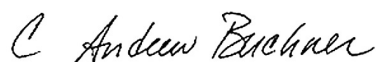
If comments are received on the final draft report by the City of Columbia or TN-SHPO, Commonwealth will address those comments, make corrections, and produce the final report. Any comments or revisions will be addressed and the final draft will be submitted back to the City in a timely manner.

Schedule

The research and fieldwork/survey for the East 8th Street Historic District fieldwork will be conducted at the same time as the Historic Inventory of the 345 Resources Survey, but per conversations with the City of Columbia, the building list and brief survey will be completed right after the larger Historic Inventory deliverables are completed. The project will begin within three weeks of the contract is awarded and NTP are received.

Please contact Drew at (901) 454-4733 or dbuchner@chronicleheritage.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 Archival/Deed Research				
Architectural Historian	8	HR	\$126.00	\$1,008.00
Mileage	110	MI	\$0.670	\$73.70
Task 2: Fieldwork				
Senior Architectural Historian	8	HR	\$126.00	\$1,008.00
Architectural Field Technician	8	HR	\$36.00	\$288.00
Mileage	230	MI	\$0.670	\$154.10
Task 3: Draft and Final Brief Survey Report				
Architectural Historian	18	HR	\$126.00	\$2,268.00
Editor	4.5	HR	\$115.00	\$517.50
Total Proposed Cost				\$5,317.30



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A THREE-YEAR LICENSE AGREEMENT WITH CAMPBELL AND DUE FOR USE OF A RADIO TOWER IN THE AMOUNT OF \$3,000 PER YEAR

RECOMMENDATION: Approve.

INFORMATION: The Police Department maintains a secondary radio tower location on Gholson Hill. This site supplements the primary tower location on Reservoir Hill and offers radio coverage to areas not otherwise serviced by the primary location. The tower is owned by Campbell & Due. We have maintained this agreement with Campbell and Due for the past 20 years. It is requested to execute a 36-month license agreement for the continued placement of an antenna and related equipment on the Gholson Hill tower site with Campbell & Due at an annual cost of \$3000 (paid in quarterly installments of \$750. The current license agreement expires on March 31st 2024. The effective due date of the license agreement would be April 1st 2024.

CERTIFICATION: The Chief Financial Officer certifies that \$3,000 is budgeted and unencumbered in Police - Support Services-Rents.

ATTACHMENTS: Gholson Hill Radio Tower License Agreement.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and enter into this _____ day of April 2024 by and between CAMPBELL & DUE (hereafter referred to as Campbell & Due) and the CITY OF COLUMBIA, TENNESSEE, a municipal corporation, (hereinafter referred to as ("CITY")).

WHEREAS, City owns and operates certain two-way radio equipment, including transmitter, base station, antenna poles or mast, cabling or wiring, and accessories used therewith, for the purpose of radio transmission; and

WHEREAS, Campbell & Due is the owner of a tower which is an excellent location for placement of such above -described equipment and which is located within the corporate city limits of City, on Gholson Hill; and

WHEREAS City desires to use such location for the placement and operation of such equipment and Campbell & Due agree for such use.

NOW THEREFORE, the parties hereby agree as follows:

1. The city is hereby granted by Campbell & Due a license to use the site for a period of three (3) years commencing on the 1st day of April 2024 and ending on 31st day of March 2027.
2. During the terms of this agreement, the City will pay upon receipt of an invoice from Campbell & Due the quarterly rate of Seven Hundred Fifty Dollars (\$750.00) payable the first of each quarter. Said license fee is due within thirty (30) days of the receipt of the invoice. Any delinquent license fee payment shall be subject to a ten percent (10%) late charge.
3. The city shall be entitled to mount one (1) six-foot (6') antenna and one (1) based on the existing one hundred eighty-foot (180') tower and said antenna to be mounted at the top of said tower.

4. Said site is to be used for installation, operation and maintenance of two-way radio equipment, including transmitter, base station, antenna poles and mast, cabling and wiring and accessories used therewith.
5. The city may not sub-license or permit others to use said property and may make no permanent alterations to said property.
6. Campbell & Due agrees not to install any equipment at the license site, which would interfere in any way with the normal operation of the City's communication system. All equipment attached to and otherwise brought onto the license site shall at all times be personal property and Campbell & Due is in no way responsible for the City's equipment should it be damaged or destroyed. The city shall have the unrestricted right to enter or leave the site at all reasonable times.
7. During the term of the license, City will carry liability insurance and City further agrees to furnish Campbell & Due with certificates of insurance, certifying that the City has the above specified insurance. It is further agreed that the City's liability shall be limited to the risk and amounts of coverage by such insurance.
8. Upon expiration of the license agreement, the City will surrender such site in good condition, normal wear and tear expected.
9. Any and all holes that are made in the equipment building by City employees and/or agents will be filled and painted and left as they were found according to Campbell & Due specifications. All installation holes will be sealed with a waterproof material in a manner to ensure no water or insects can enter the equipment building. Should the City fail to make the repairs specified, Campbell & Due may make said repairs and bill the cost of such repairs to City. Such invoices shall be paid within fifteen (15) days after written demand thereof is given by Campbell & Due to the city.
10. Any violation of any provision of this license by the City or its employees or agents or any failure to pay such license fee upon the due date may result in the termination of this license agreement.
11. City agrees to indemnify and hold Campbell & Due harmless from any loss which City or any persons or entities acting through or on behalf of City might sustain as a result of any accident, injury or any party or property while on licensed premises.

12. In the event said premises are partially or totally destroyed by fire or other acts of God rendering said licensed premises unfit for occupancy and use, either party has the option of terminating this license upon written notice to the other party.
13. No revisions, modifications or amendments to the license agreement shall be valid unless they are in writing and signed by an authorized representative of each party.
14. This is a license agreement entered into by and between City and Campbell & Due and in no way represents a lease.
15. Each party hereto mutually agrees to pay any attorneys' fee incurred by the prevailing party in any legal action involving collection or the attempt to collect any license fee or involving damages resulting from the breach or the obligations herein by either party.
16. The entire license agreement between the parties is contained in this instrument and all provisions and obligations herein contained shall be binding upon the parties hereto, their successors and assigns.
17. Either party may terminate this agreement upon ninety (90) days' written notice to the other party.

Campbell & Due does not discriminate on the basis 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.

EXECUTED and entered into this _____ day of _____, 2024.

ATTEST:

CITY OF COLUMBIA

City Recorder

By: _____

Chaz Molder, Mayor

Approved as to Legal Form:

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

CAMPBELL & DUE

By: _____

Edward J. Campbell, Partner

By: _____

James M. Campbell Jr, Partner

By: _____

Deborah A. Due, Partner

By: _____

Ava Denise Due-Goodwin, Partner



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Ginger Adams, Senior Administrative Assistant to Fire Chief Ty Cobb, gadams@columbiatn.com,
931-560-1723

AGENDA ITEM TITLE: APPROVE CHANGE ORDERS NO. 1 AND NO. 2 WITH BRINDLEY CONSTRUCTION, LLC FOR THE CITY OF COLUMBIA FIRE STATION PROJECT, WHICH DECREASES THE CONTRACT AMOUNT BY A COMBINED TOTAL OF \$27,887.

RECOMMENDATION: Approve.

INFORMATION: City Council approved a bid award December 14, 2023 to Brindley Construction, LLC in the amount of \$4,882,000 for the renovations to Fire Station No. 1 located at 1000 South Garden Street.

Change Order No. 1 reduces the contract amount \$10,138.00 to change the wood doors to solid core rotary cut natural birch doors (factory finished) by Maonsonite Corporation.

Change Order No. 2 reduces the contract amount an additional \$17,749.00 allowing credit for the automatic transfer switches for the generator.

The combined credits for Change Order No. 1 and Change Order No. 2 reduce the contract \$27,887.00 resulting in a lower contract price of \$4,854,113.00.

ATTACHMENTS: Staff Report; Change Order No. 1; Change Order No. 2.



PO Box 303
Pulaski, TN 38478
Ph : (931)363-4544

Change Order

Project:

23-131 City of Columbia Fire Station
1000 South Garden Street
Columbia, TN 38401

Change Order: 1

Date: 2/6/2024

Architect's Project:**To Contractor:**

Brindley Construction, LLC
PO Box 303
Pulaski, TN 38478

The Contract is changed as follows:

Deduct to change the wood doors to solid core rotary cut natural birch doors (factory finished) by Maonsonite Corporation.

1 08-130

\$-10,138.00

The original Contract Amount was	\$4,882,000.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$4,882,000.00
The Contract will be decreased by this Change Order in the amount of	\$-10,138.00
The new Contract Amount including this Change Order will be	\$4,871,862.00

The date of Substantial Completion as of the date of this Change Order therefore is

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

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

Brindley Construction, LLC
CONTRACTOR
PO Box 303
Pulaski, TN 38478

City of Columbia
OWNER
110 Sante Fe Pike
Columbia, TN 38401

(Signature)

George Nuber

By 02-23-2024

Date

(Signature)

Ronnie Brindley

By 2-20-24

Date

(Signature)

By

Date

Approved as to Legal Form:

By:
C. Tim Tisher, City Attorney



PO Box 303
Pulaski, TN 38478
Ph : (931)363-4544

Change Order

Project:

23-131 City of Columbia Fire Station
1000 South Garden Street
Columbia, TN 38401

Change Order: 2**Date: 2/10/2024****Architect's Project:****To Contractor:**

Brindley Construction, LLC
PO Box 303
Pulaski, TN 38478

The Contract is changed as follows:

Credit for the automatic transfer switches for the generator.

2 16-002

\$-17,749.00

The original Contract Amount was	\$4,882,000.00
Net change by previously authorized Change Orders	\$-10,138.00
The Contract Amount prior to this Change Order was	\$4,871,862.00
The Contract will be decreased by this Change Order in the amount of	\$-17,749.00
The new Contract Amount including this Change Order will be	\$4,854,113.00

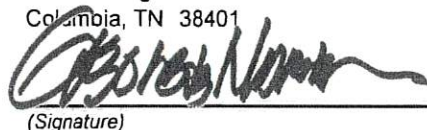
The date of Substantial Completion as of the date of this Change Order therefore is

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

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

Brindley Construction, LLC
CONTRACTOR
PO Box 303
Pulaski, TN 38478

City of Columbia
OWNER
110 Sante Fe Pike
Columbia, TN 38401

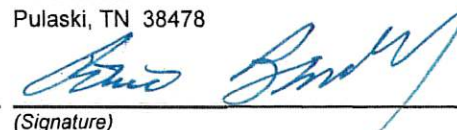


(Signature)

George Nuber

By 02-23-2024

Date

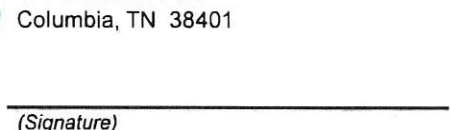


(Signature)

Ronnie Brindley

By 2-20-24

Date



(Signature)

By

Date

Approved as to Legal Form:

By: 
C. Tim Tisher, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE THE PAYMENT TO CUMBERLAND MACHINE CO. IN THE AMOUNT OF \$54,814.05 FOR THE PUMP REBUILD LOCATED AT GREENLICK PUMP STATION

RECOMMENDATION: Approve.

INFORMATION: The original estimate for this project was \$49,662.52. After the pump was broken down there were unforeseen problems. This is not an unusual occurrence with the amount of parts in the pump. The unforeseen problems increased the cost of the project by \$5,151.53 resulting in needing Council's approval. Total project cost is \$54,814.05.

CERTIFICATION: The Chief Financial Officer certifies that \$54,815 is budgeted and unencumbered in Wastewater - Pumping Station - Maint/Repair Other.

City of Columbia

700 North Garden Street
Columbia, TN 38401
Phone (931) 560-1500
Fax (931) 381-7722

PURCHASE ORDER

P. O. NUMBER	RA RA-46
ORDER DATE	12/15/2023
VENDOR NUMBER	4915
REQUISITION NUMBER	

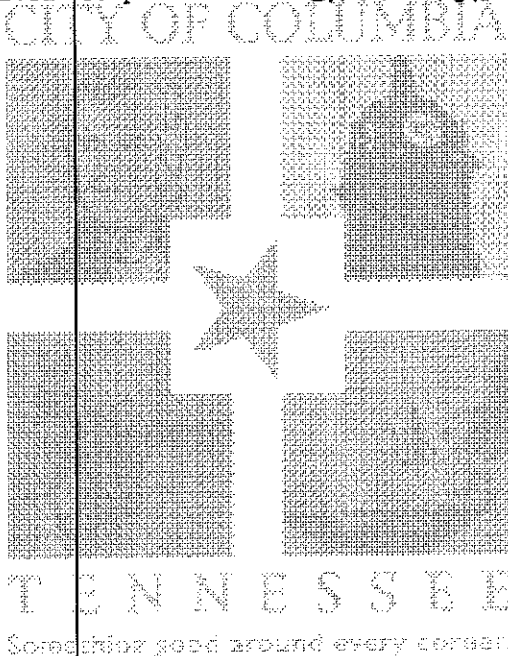
Cumberland Machine Co Inc
1305 4th Ave No
Nashville, TN 37208

DELIVER ITEMS TO:**DELIVERY DATE:**

Columbia Wastewater
1244 Treatment Plant Rd
Columbia, TN 38401

TERMS:

Special Instructions:

ITEM	GL ACCOUNT	QUANTITY	UNIT PRICE	ITEM DESCRIPTION	AMOUNT
1	412-52212-269	1.00	49662.52	Pump Rebuild - Greenlick 	\$49,662.52
PURCHASE ORDER TOTAL:					\$49,662.52

*Mail Invoices to: 700 N Garden St, Columbia, TN 38401

See Reverse for Terms & Conditions:**AUTHORIZED BY:**

City Manager

AUTHORIZED BY:

Finance Director

AUTHORIZED BY:

Purchasing Agent

Cumberland Machine Co.

1305 4TH AVE. NO.
NASHVILLE, TN 37208
United States
Phone: 615-255-7373
Fax: 615-244-6123

Invoice

Sold City of Columbia Waste Water
To: 1244 Treatment Plant Rd.
Columbia, TN 38401

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

Invoice Number: 74483	Salesman: CHARLES BALLENTINE
Invoice Date: 12/14/2023	Terms: Net 30 Days
Customer: CITY OF COL	Packing List: 67951
Order No: 55801	PO Number: EO EO-46

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Revision</u>	<u>Unit Price</u>	<u>Amount</u>
1	1	GREENLICK - CMC will pick up and deliver, clean and bake, paint, Devcon coat impeller, rewind stator, Supply the following NEW parts: O-ring kit, Secondary and Primary mechanical seals, Thrust bearing, Moisture Sensors, Bearing Isolator, Terminal board & gasket, Cover Plate , and Adapter plate gaskets.		\$54,814.05 / EA	\$54,814.05

Sub-total:	\$54,814.05
Sales Tax:	\$0.00
Shipped Via F.O.B. NASHVILLE:	\$0.00
Invoice Total:	\$54,814.05
Paid To Date:	\$0.00
Balance Due:	\$54,814.05



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH WATER MANAGEMENT SERVICES, LLC NOT TO EXCEED \$19,000 FOR MODIFICATIONS TO THE CARTERS CREEK FORCE MAIN AND RELOCATION OF AN ARV (AIR RELIEF VALVE)

RECOMMENDATION: Approve.

INFORMATION: The wastewater department wishes to enter into an agreement with Water Management Services, LLC to determine the condition of the force main, along with design and preparation of construction plans and specifications for the relocation of an ARV on the Carters Creek force main.

CERTIFICATION: The Chief Financial Officer certifies that \$19,000 is budgeted and unencumbered in Wastewater - Pumping Station - Professional Services.

AGREEMENT FOR FORCE MAIN MODIFICATIONS

Agreement for Engineering Services between the City of Columbia and Water Management Services, LLC, Consulting Engineers, 2 International Plaza; Suite 401, Nashville, Tennessee 37217. This Agreement is entered into on the ____ day of _____, 2024, by and between Water Management Services, LLC, hereinafter called the “**ENGINEER**” and the City of Columbia, Tennessee hereinafter called the “**OWNER**”.

WITNESSETH:

WHEREAS, the **OWNER** desires to enter into an agreement with a qualified consultant engineering firm for the preparation of plans and specifications for modifications to the Carters Creek force main for the relocation of an existing air release valve and investigation to determine the condition of the existing ductile iron pipe due to concerns with corrosion.

WHEREAS, services to be provided by the **ENGINEER** shall include investigation of the condition of the force main along with design and preparation of construction plans and specifications for the relocation of the air release valve as are deemed appropriate for review and approval by Tennessee Department of Environment and Conservation of construction plans and other required construction permits.

NOW, THEREFORE, for and in consideration of certain compensation provisions hereinafter specified, the **ENGINEER** agrees to do, at their own cost and expense, all of the engineering work as hereinafter specified under Article III - Scope of Services of this Agreement.

ARTICLE I - RESPONSIBILITY OF THE ENGINEER

The **ENGINEER** is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by the **ENGINEER** under this Agreement. The **ENGINEER** shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.

The **OWNER'S** approval of reports and incidental work or materials furnished hereunder shall not relieve, in any way, the **ENGINEER** of responsibility for the technical adequacy of his work. The **OWNER'S** review, approval, acceptance, or payment of his work shall not be construed as a waiver of any rights under this Agreement or of any cause for action arising out of the performances of this Agreement.

ARTICLE II - RESPONSIBILITY OF THE OWNER

Furnish to the **ENGINEER** copies of all resolutions and other documents pertaining to the work covered by this Agreement and appropriate funds necessary to pay the **ENGINEER** for work performed.

Provide the **ENGINEER** by placing at his disposal available information pertinent to the services to be rendered. Provide for the excavation of the force main as required to allow for the testing of the pipe thickness.

Examine all studies, reports, proposals, and other documents presented by the **ENGINEER** and render decisions pertaining thereto so as not to delay the work of the **ENGINEER**.

ARTICLE III - SCOPE OF SERVICES

Authorized engineering services performed by the **ENGINEER** under the Agreement shall include the services as hereinafter specified under Division "A" through Division "E" of this Agreement.

DIVISION "A" - PRELIMINARY DESIGN PHASE

Services performed by the **ENGINEER** under this Division "A" shall include the assembly and review of records and drawings supplemented, as required, by on-site measurements, personnel interviews, and other information gathering methods to facilitate the Design Phase. Engineer shall provide for the cost of field testing of the force main pipe thickness at up to three locations as part of these services.

DIVISION "B" - DESIGN PHASE:

Upon authorization of the **OWNER**, the **ENGINEER** shall provide the following:

1. Prepare final plans and specifications including bidding and contract documents;
2. Upon approval by the **OWNER**, submittal of the plans and specifications to the Tennessee Department of Environment and Conservation; and
3. Preparation of easement descriptions and permits including but not limited to the Tennessee Department of Environment and Conservation, the Army Corps of Engineers, Tennessee Department of Transportation, and Railroad.

DIVISION "C" - PRE-CONSTRUCTION PHASE:

Under this division, the **ENGINEER** shall include:

1. Assisting the **OWNER** in the acquisition of easements, if required;
2. Assisting the **OWNER** in obtaining necessary permits;
3. Assisting the **OWNER** in procurement of construction contracts including:
 - (a) Soliciting bids from contractors;
 - (b) Clarifications of drawings and specifications for bidders by issuance of contract addenda, as required.
4. Assisting in the pre-construction conferences to include discussions of the following:
 - (a) Responsibilities of the **OWNER**, contractor(s), and other involved parties, and
 - (b) Performances and payment schedules.

DIVISION "D" - CONSTRUCTION PHASE:

Under this division, the **ENGINEER**, if authorized, shall include:

1. When requested, provide site visits to confer with the **OWNER**, the **OWNER's** field personnel, and the Contractor on construction progress and/or problems.
2. Reviewing of Contractor submittals and shop drawings on materials to be incorporated in these projects.

DIVISION "E" - FIELD INSPECTION PHASE

Under this Division and upon execution of construction contract the **ENGINEER** will provide field project representative to assist in field checks of materials and contractor's workmanship of those portions of the

work to which they are assigned to report any and all deviations from the Contract Drawings, Contract Specifications, and other Contract provisions which may come to their notice.

The **ENGINEER'S** undertaking hereunder shall not relieve the contractor of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the **ENGINEER** an insurer of the contractor's performance; and shall not impose upon the **ENGINEER** any obligation to see that the work is performed in a safe manner. The furnishing of a resident project representative will not make the **ENGINEER** responsible for or give the **ENGINEER** control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for the contractor's failure to perform the work in accordance with the construction contract documents.

ARTICLE IV - PERIOD OF SERVICE

Division of Engineering Services	Start Date	Completion
Preliminary and Design Phases	Upon Execution	90 days
Pre-Construction Phase	Upon Authorization	To be established
Construction	Upon Authorization	To be established

If, without the fault or negligence of the **ENGINEER**, the performance of all or any part of the work is suspended, delayed, or interrupted by an act of the **OWNER** or any government agency, an adjustment may be necessary in the cost of and time for performance of such an Agreement. Such amendment to the Agreement shall be negotiated between the **OWNER** and **ENGINEER** to establish a modified amount and the amount shall be set forth in writing accordingly.

It is understood and agreed by the **OWNER** and the **ENGINEER** that the cost ceiling established in Article V - Compensation - for the services delineated in Article III is based upon the completion of the engineering services with the periods set forth herein. Should any other conditions outside the control of the **ENGINEER** create a need for a longer period, all or part of the costs set forth hereto may be renegotiated by the **OWNER** and the **ENGINEER**.

ARTICLE V - COMPENSATION

The **OWNER** and the **ENGINEER**, having negotiated for the performance of certain engineering services in **Article III** as described herein before, mutually agree to a "not-to-exceed" fee ceiling that shall not exceed the amounts shown in the following table.

Division of Engineering Services	Basis of Fee	Not-to Exceed Fee Amount
Preliminary and Design Phases	Hourly Rate	\$10,000.00
Pre-Construction Phase	Hourly Rate	\$2,000.00
Construction (Contract Monitoring) Phase	Hourly Rate	\$2,000.00
Construction Inspection (If Authorized)	Hourly Rate	\$5,000.00

Services to be performed under Article III shall be undertaken subsequent to the execution of this agreement by the **ENGINEER** and the **OWNER**. The **OWNER** agrees to compensate the **ENGINEER** by making payments based upon the services performed by personnel of the **ENGINEER**. These rates include payroll-related overhead costs such as social security, group insurance and taxes, as well as general office overhead and profit. No separate charge is made for secretarial time, other office administrative personnel, and

incidental expenses such as highway travel, telephone, report printing, computer time and mailing expenses. All of these are included in the overhead costs and are not separately charged to the client.

The **ENGINEER** reviews scheduled fees on an annual basis. New fee schedules are issued as warranted but no more frequently than once annually. The standard billing rates as established in the current schedule of fees is listed in the following tabulation.

<u>Classification</u>	<u>Hourly Rate</u>
Project Manager	\$160.00
Project Engineer	\$150.00
Construction Manager	\$140.00
Senior Engineer	\$135.00
Engineer III	\$120.00
Engineer II	\$105.00
Engineer I	\$95.00
Senior Designer/ Technician	\$110.00
Designer/Technician II	\$100.00
Designer/Technician I	\$90.00
Inspection	\$80.00

Overtime, if any, of non-exempt personnel (Technician and Inspector) shall be 1.5 times the indicated rate. Services provided to the **ENGINEER** on a sub-consultant or sub-contract basis such as, but not limited to, survey, subsurface investigation and material testing, shall be paid for in the amount billed to the **ENGINEER**.

ARTICLE V – TERMINATION

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no termination may be affected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Lack of orderly progress of an assignment caused by the **ENGINEER** shall constitute substantial failure.

This Agreement may be terminated in whole or in part in writing by the **OWNER** for its convenience, provided that the **ENGINEER** is given (1) not less than ten (10) calendar days' written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

ARTICLE VI – LIMIT OF LIABILITY

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of **ENGINEER** and to **OWNER** and anyone claiming by, through, or under the **OWNER** for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of **ENGINEER** shall not exceed the total compensation received by **ENGINEER** under this Agreement.

To the fullest extent permitted by Laws and Regulations, **OWNER** shall indemnify and hold harmless **ENGINEER** from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of **OWNER** or **OWNER'S** officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the **OWNER** with respect to this Agreement or to the Project. Nothing in this agreement shall be construed as a waiver of any defenses, immunities or liability limits that **OWNER** may have under the Tennessee Governmental Liability Act or other applicable law.

ARTICLE VII - GENERAL TERMS AND CONDITIONS

The **OWNER** and the **ENGINEER** bind themselves, their partners, successors, executors, administrators and assigns to the other party of this Agreement, and neither the **OWNER** nor the **ENGINEER** shall assign, sublet or transfer his interest in this Agreement without written consent of the other. It is understood and agreed that minor changes in the Partnership of the **ENGINEER** shall not operate to cancel this Agreement.

IN WITNESS THEREOF, the parties have made and executed this Agreement as of the day and year first above written.

OWNER: City of Columbia

Witness:

BY: _____
Mayor – Chaz Molder

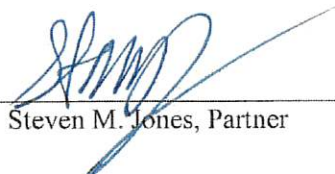
APPROVED AS TO LEGAL FORM:

BY: _____
Witness


BY: C. TIM TISHER, CITY ATTORNEY

ENGINEER: Water Management Services, LLC

Witness:

BY: 
Steven M. Jones, Partner

BY: 
Roger Boyers, Partner



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 THE PURCHASE OF A 2024 FORD F600 BUCKET TRUCK IN THE AMOUNT OF \$209,271.00 USING SOURCEWELL CONTRACT – PUBLIC WORKS

RECOMMENDATION: Approve purchase from VERSALIFT in the amount of \$209,271.00 for a 2024 Ford F600 4x4 84" chassis bucket truck.

INFORMATION: VERSALIFT, using Sourcewell Contract # N-230802, supplies bucket trucks to state and local governments at competitive bid prices. Public Works wishes to take advantage of this contract to purchase a 2024 Ford F600 bucket truck with a 4x4 chassis, for the amount of \$209,271.00. This equipment was originally budgeted at \$189,362.0 in the FY 22/23 budget year, and approved by the City Council on April 14, 2022. Due to inflation and the rising cost of supplies, the price increased to \$198,018.00 and was approved by City Council on July 13, 2023.

Due to Fords cancelation of the current chassis order, we have located another option for the chassis, resulting in a new year model. This will create a price increase to \$209,271.00.

CERTIFICATION: The Chief Financial Officer certifies that \$209,271 is budgeted and unencumbered in State Street Aid - Machinery & Auto Equipment.

ATTACHMENTS: Staff report; Versalift updated quote 2024 F600 4x4

Versalift
7601 Imperial Drive
Waco, Texas 76712-6608
254.399.2100



QUOTATION

SOURCEWELL N-23082

Revision 2

Customer: City of Columbia
Attn: Jeff Riggins
Email: jriggins@columbiatn.com
Address: 110 Santa Fe Pike
Columbia, TN. 38401

Date: 3/4/2024
Model: VST-47-MHI

**VERSALIFT SOURCEWELL
CONTRACT #110421-TIM**

<u>Model</u>	<u>Description</u>	<u>Sourcewell Price</u>
VST-40-I	Insulated 40 ft. telescopic aerial platform lift, 45 ft. working height including the following standard feature items:	\$118,603.00

STANDARD SOURCEWELL FEATURES:

- 19,500 GVWR, 84" Ford F550 4X2 chassis with automatic transmission, 6.7L diesel engine, and air conditioning.
- 132" steel service body with standard compartments treadplate tops and 24" tall shelf.
- Standard platform capacity of 500 lbs. (204 kg).
- Standard 46-1/4" pedestal.
- Hydraulic pump.
- TruGuard™ 2.0 dielectric isolating system with Right Hand single stick control. All control handles are isolated and Tested per ANSI 92.2. The high resistive dielectric system is protected from direct environmental and job related contamination. TruGuard™ 2.0 technology incorporates the use of full hydraulic controls with durable metal handles and linkages
- Main A-frame outriggers.
- Full pressure turret mounted lower controls with override.
- Engine start/stop from platform and lower controls.
- Continuous rotation including one pass slip ring for start/stop system.
- Six gpm (22.7 lpm) open center hydraulic system at 2500 psi (175 kg/cm²).
- Side mounted telescopic upper boom for low stowed platform.
- Fiberglass inner boom and patented ELECTROGARD provide insulation gap fully retracted meeting ANSI A92.2-2015 requirements for Category C, 46 KV and below.
- Chassis insulating system (fiberglass lower boom insert) providing 12 in. (0.30 m)
- Insulation gap and including accommodations to bridge insulation gap for testing per ANSI A92.2
- ELECTROGARD and inner boom furnished with white urethane paint over a white gel coat.
- Non-lube bearings used throughout.
- One set hydraulic tools at platform.
- Integral hydraulic oil reservoir with dual sight gauges and 17 gallon (64.4 l) capacity.
- Closed 24 in. X 24 in. X 42 in. (0.61m X 0.61m X 1.07m) fiberglass platform with one curbside step (in end hung position)
- Master/slave hydraulic leveling with upper control to tilt for cleanout or rescue.
- Upper boom storage cradle with ratchet type tie down strap and tubular rubber platform support
- PTO power source.
- Hydraulic oil.
- Mounting hardware.
- Two operator's manuals and two service manuals.
- ANSI A92.2 data plate.

VST-47-MHI
VERSALIFT.COM

Page 1 of 3

Date: 3/4/2024
Quote #: N-23082R2

STANDARD SOURCEWELL OPTIONS:

Option prices per Sourcewell contract #110421-TIM in addition to above price.

- Secondary stowage system _____ \$ 654.00
- VST471 aerial lift in lieu of the VST401 aerial lift above _____ \$ 5,159.00
- Hydraulic articulating/telescopic jib and winch with 1,000 lb. capability _____ \$ 5,445.00

CUSTOMER REQUESTED OPEN MARKET OPTIONS:

Prices shown in addition to above price.

- 24" x 48" x 42" platform with cover and liner in lieu of the above 24" x 24" platform _____ \$ 1,345.00
- Auxilliary A-frame outrigger in addition to main outriggers _____ \$ 4,285.00
- Two (2) full body safety harness and lanyard _____ \$ 661.00
- ICC bumper _____ \$ 438.00
- Four (4) 18" x 18" x 1" outrigger pads and holders _____ \$ 627.00
- Two (2) rubber wheel chocks _____ \$ 35.00
- Four (4) 18"x18"x1" plastic outrigger pads with holders _____ \$ 412.00
- Two (2) amber LED grommet mounted strobes at rear platform extension _____ \$ 510.00
- Two (2) amber LED grill mounted strobes lights _____ \$ 510.00
- Four (4) amber LED flush mounted strobes, one at each corner of body _____ \$ 1,019.00
- LED amber low profile mini light bar mounted on cab roof _____ \$ 748.00
- LED directional bar installed under tailshelf with controller in cab _____ \$ 761.00
- Four (4) LED puddle lights installed on each outrigger _____ \$ 720.00
- LED grommet mounted work light at body access steps _____ \$ 403.00
- Go-Light LED spotlight with wireless control mounted at front of body _____ \$ 962.00
- Two (2) LED work lights, one at curbside lower boom and one on rear of pedestal _____ \$ 416.00
- 3 gallon water cooler with mounting bracket _____ \$ 125.00
- 10 lb. fire extinguisher installed at front of body _____ \$ 213.00
- Mudflaps installed behind rear wheels _____ \$ 95.00
- Dimensions 2400 watt pure sine inverter _____ \$ 2,062.00
- 2" receiver at rear with safety chains _____ \$ 579.00
- Weatherproof 110V outlet installed on rear curbside body compartment _____ \$ 202.00
- Removable 5 ton combination pintle hitch wit 2" ball _____ \$ 680.00
- 7-way RV style trailer plug at rear _____ \$ 197.00
- 18,000 lb. electric planetary front winch _____ \$ 5,532.00
- Install Super Springs on rear axle _____ \$ 988.00
- DOT inspection _____ \$ 50.00
- Rear view camera prep kit _____ \$ 565.00
- Outrigger alarms _____ \$ 236.00
- 132" aluminum service body built with side access at first vertical on curbside, 48 inch tailshelf, LED lighting package, strip lighting in all compartments, wheel chock holders, remote controlled door locks, painted white to match cab, and non-skid paint lieu of 132" steel body above _____ \$ 11,979.00
- 2024 Ford F600 4x4 XL regular cab and chassis (VIN # 1FDF6LT1RDA00740) with 84" CA, 22,000 GVWR, 84" CA, auto transmission, 6.7L V8 diesel engine, dual batteries, Sync4 with 8" screen, power door locks, power windows, remote keyless entry, platform running boards, and rear view camera in lieu of the above Ford F550 4x2 chassis _____ \$ 26,447.00

STANDARD SOURCEWELL OPTIONS:

Option prices per Sourcewell contract #110421-TIM in addition to above price.

- Secondary stowage system \$ 654.00
- VST471 aerial lift in lieu of the VST401 aerial lift above \$ 5,159.00
- Hydraulic articulating/telescopic jib and winch with 1,000 lb. capability \$ 5,445.00

CUSTOMER REQUESTED OPEN MARKET OPTIONS:

Prices shown in addition to above price.

- 24" x 48" x 42" platform with cover and liner in lieu of the above 24" x 24" platform \$ 1,345.00
- Auxilliary A-frame outrigger in addition to main outriggers \$ 4,285.00
- Two (2) full body safety harness and lanyard \$ 661.00
- ICC bumper \$ 438.00
- Four (4) 18" x 18" x 1" outrigger pads and holders \$ 627.00
- Two (2) rubber wheel chocks \$ 35.00
- Four (4) 18"x18"x1" plastic outrigger pads with holders \$ 412.00
- Two (2) amber LED grommet mounted strobes at rear platform extension \$ 510.00
- Two (2) amber LED grill mounted strobes lights \$ 510.00
- Four (4) amber LED flush mounted strobes, one at each corner of body \$ 1,019.00
- LED amber low profile mini light bar mounted on cab roof \$ 748.00
- LED directional bar installed under tailshelf with controller in cab \$ 761.00
- Four (4) LED puddle lights installed on each outrigger \$ 720.00
- LED grommet mounted work light at body access steps \$ 403.00
- Go-Light LED spotlight with wireless control mounted at front of body \$ 952.00
- Two (2) LED work lights, one at curbside lower boom and one on rear of pedestal \$ 416.00
- 3 gallon water cooler with mounting bracket \$ 125.00
- 10 lb. fire extinguisher installed at front of body \$ 213.00
- Mudflaps installed behind rear wheels \$ 95.00
- Dimensions 2400 watt pure sine inverter \$ 2,062.00
- 2" receiver at rear with safety chains \$ 579.00
- Weatherproof 110V outlet installed on rear curbside body compartment \$ 202.00
- Removable 5 ton combination pintle hitch with 2" ball \$ 680.00
- 7-way RV style trailer plug at rear \$ 197.00
- 18,000 lb. electric planetary front winch \$ 5,532.00
- Install Super Springs on rear axle \$ 988.00
- DOT inspection \$ 50.00
- Rear view camera prep kit \$ 565.00
- Outrigger alarms \$ 236.00
- 132" aluminum service body built with side access at first vertical on curbside, 48 inch tailshelf, LED lighting package, strip lighting in all compartments, wheel chock holders, remote controlled door locks, painted white to match cab, and non-skid paint in lieu of 132" steel body above \$ 11,979.00
- 2024 Ford F600 4x4 XL regular cab and chassis (VIN # 1FDFF6LT1RDA00740) with 84" CA, 22,000 GVWR, 84" CA, auto transmission, 6.7L V8 diesel engine, dual batteries, Sync4 with 8" screen, power door locks, power windows, remote keyless entry, platform running boards, and rear view camera in lieu of the above Ford F550 4x2 chassis \$ 26,447.00

Price Summary

TOTAL PRICE F.O.B. GRAHAM, N.C.:	\$193,653.00
FREIGHT TO COLUMBIA, TN.:	\$ 1,199.00
12% AERIAL LIFT SURCHARGE:	\$ 5,763.00
16% AERIAL LIFT SURCHARGE:	\$ 8,656.00
COMPLETE TOTAL PRICE F.O.B. COLUMBIA, TN.:	\$209,271.00

TERMS: Net 30 days. MSO released after receipt of payment.

SHIPMENT: Estimated shipment based on current production levels is 545 days after receipt of order or 60 days after all Tier One items arrive at the mounting facility.

VALIDITY: Quote valid for 30 days and subject to increase due to market volatility.

Thank you for considering <VERSALIFT> to meet your utility equipment needs. We look forward to earning your business.

Best Regards,

STAN TOMCHESSON

Government Contracts Sales Coordinator

Phone: (254) 399-2167

Email: StanTomchesson@versalift.com



Please sign and date this quote if you would like to purchase this unit as stated in the quotation listed above. Please email with your purchase order to stantomchesson@versalift.com.

Signature: _____ Date: _____

P.O. #: _____ Quantity: _____ Sourcewell Member ID #: _____

Approved as to Legal Form:

By: 
C. Tim Tisher, City Attorney



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: RESOLUTION NO. 24-06 - A RESOLUTION RATIFYING THE CITY OF COLUMBIA'S APPLICATION FOR THE GM ON MAIN STREET GRANT; ACCEPTING THE GRANT AWARD FOR \$50,000 AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT

RECOMMENDATION: Approve Resolution No. 24-06.

INFORMATION: The City of Columbia applied for the GM on Main Street Grant in the amount of \$50,000 with no matching funds required. The awarded grant funds will be used for downtown beautification and traffic-calming features that include curb extensions for three of the four roadways that intersect at the Town Square, landscaping, and an information kiosk.

**A RESOLUTION RATIFYING THE CITY OF COLUMBIA'S APPLICATION
FOR THE GM ON MAIN STREET GRANT; ACCEPTING THE GRANT
AWARD FOR \$50,000 AND AUTHORIZE THE MAYOR TO EXECUTE
DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE
GRANT PROJECT**

WHEREAS, the City of Columbia is eligible for funds in the amount of \$50,000 under the GM on Main Street Grant Program; and

WHEREAS, this grant provides the opportunity to enhance the downtown area by enriching the community, increasing visitation and increasing travel-generated revenue; and

WHEREAS, the City of Columbia will utilize said grant monies to create traffic-calming curb extensions with landscaping on three of the four roadways intersecting with the Public Square and install a visitor-friendly information kiosk.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA that:

- (1) The City does hereby ratify the application to the National Center for Main Street for the GM on Main Street Grant program.
- (2) The City Council approves of the grant award by GM on Main Street for \$50,000 with no matching funds required.
- (3) The City Council hereby authorizes the Mayor to execute the grant contract and all other documents related to the grant project during the project's term.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF 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



National Main Street Center

a subsidiary of the
National Trust for Historic Preservation

February 2, 2024

Mayor Charles M. Molder
City of Columbia
700 North Garden Street
Columbia, TN 38401
931-560-1504
chaz.molder@columbiatn.com

GM on Main Street Grant to the City of Columbia

1. Grant and Budget. The National Main Street Center, Inc. (the “Grantor”) has awarded a grant to the City of Columbia (the “Grantee”) in the amount of \$50,000.00 (the “Grant”) to be used for the GM on Main Street Grant Program (as defined in Paragraph 2). In accepting the Grant, Grantee agrees to all of the terms and conditions of this grant agreement (“Agreement”).

2. Use of Grant. Grantee shall use the Grant solely for the following purpose (the “GM on Main Street Grant Program”):

1. To implement innovative, inclusive, placemaking initiatives in the community’s local commercial district(s). These projects may serve as models and/or be scaled for other Main Street programs to adopt and implement similar projects. Generously sponsored by General Motors (GM), this grant program aims to serve communities located near GM facilities.

Any changes in the purposes of the GM on Main Street Grant must be approved by Grantor in advance, in writing. Grantee must contact the Grantor at hfriedland@mainstreet.org to discuss in advance any proposed changes to the use of the GM on Main Street Grant.

Unless otherwise agreed upon in writing by Grantor, Grant funds must be used to achieve the GM on Main Street Grant Program as described above and as otherwise outlined in the Grantee’s underlying GM on Main Street Grant Program application (“Application”), which is incorporated by reference in this Agreement.

Administration of the Grant will follow the process described herein.

- a) The Grant will be paid up front and in full within thirty (30) days following receipt by the Grantor of this fully executed Agreement and the required funding documentation. Any and all federal, state and local taxes are the sole responsibility of the Grantee. All correspondence between Grantor and Grantee will be conducted via email or phone and Grantee must respond promptly to Grantor’s requests. The return of any email notification message or document sent to Grantee as “undeliverable” may result in disqualification of the Grantee, the forfeiture of any interest in the Grant and the selection of a substitute from among all remaining eligible finalists.

The Grantee is required to complete the GM on Main Street Grant Program in compliance with the terms and conditions stated in the Application and this Agreement by August 31, 2024, with seven (7) months after receipt of the Grant funds (the “Completion Date”).

_____ Please Initial Here

- b) If Grantee commits a material breach of this Agreement, or fails to submit any required documentation, or has not completed the GM on Main Street Grant Program project by the Completion Date, then at the sole discretion of Grantor, the Grant may be terminated, in which case the Grantee will be required to return the Grant funds. If Grantee completes the project by the Completion Date, but does not use the full amount of the Grant funds, the Grantee will be required to return the unused Grant funds at Grantor's request.

_____ Please Initial Here

- c) Grantee agrees to submit a **PROGRESS REPORT** by April 30, 2024, within three (3) months after receipt of the Grant funds, and a **FINAL GRANTEE REPORT** by September 30, 2024, within eight (8) months after receipt of the Grant funds.

The progress report form and final report form to be completed will be emailed to Grantee. The final report shall include (i) a description of the final completed project, (ii) the impact of the final completed project, (iii) new partnerships created as a result of the GM On Main Street Grant Program, (iv) any replication of their grant-winning ideas in other communities, and (v) a final tally of project expenditures by budget line and the total amount spent on the project, including local dollars raised or leveraged as a result of the GM on Main Street Grant Program funds, all in accordance with the terms and conditions of this Agreement.

_____ Please Initial Here

Grantee agrees to submit photo documentation of the physical project improvements (before and after photos) within eight (8) months of receipt of the Grant funds.

_____ Please Initial Here

Grantee permits General Motors and the National Main Street Center, Inc. to use report responses and project photos on external marketing channels.

_____ Please Initial Here

Copies of all related reporting forms will be made available in electronic format.

3. Funding Documentation. Grantee shall deliver to Grantor all of the following, within five (5) business days of receipt of this Agreement, prior to Grantor disbursing any Grant funds:

- a) Organization W-9;
- b) Bank information; and
- c) This Agreement – fully signed.

4. Acknowledgement of Support. Grantee agrees to acknowledge the support of the GM on Main Street Grant Program in all print, audio, electronic, and film/video media that it produces concerning the Grant project by including the following statement:

"This project is supported by the GM on Main Street Grant Program, presented by General Motors and Main Street America."

5. Inspections. Grantee agrees to permit representatives of the Grantor, with reasonable notice, to inspect the GM on Main Street Grant Program project to ensure that the work is progressing as planned and that the Grant funds are being used for the purposes stated herein.

6. Representations and Warranties. Grantee hereby represents and warrants the following:

- a) Grantee is a 501(c)(3) or 501(c)(6) organization or a municipal government entity.
- b) Grantee is based in one of the [eligible select counties](#) where GM facilities are located
- c) The representative executing this Agreement has the power and authority to bind the Grantee to the terms and conditions stated herein.

7. Compliance with Laws; Safety. Grantee will, at all times throughout the duration of the GM on Main Street Grant Program project, comply with all applicable federal, state and municipal laws, including but not limited to all applicable public health and safety standards.

8. Intellectual Property. Grantor and Grantee each grant to the other a royalty-free, limited, non-transferrable, non-exclusive right and license to use the other party's name, trademarks, logos, illustrations and designs (collectively, "IP") solely in connection with the GM on Main Street Grant Program. All uses of the other party's IP on or in any material or verbal addresses associated with the GM on Main Street Grant Program must be approved by the party whose IP is used, prior to the use. The IP shall remain the property of its owners and its affiliates, and the rights granted under this Agreement with respect thereto terminate upon termination of this Agreement. Each party represents, warrants and agrees that its IP to be used in connection with the GM on Main Street Grant Program does not infringe the name, trademarks, logos, illustrations, designs, copyrights or other intellectual property or other rights of any third party.

9. Publicity Grant. With Grantee's prior written permission, Grantee grants to Grantor and/or General Motors, and their respective designees, successors, licensees and assigns a non-exclusive license to reproduce, distribute, display, perform, create derivative works based upon, or otherwise exploit the Application and/or any reports submitted by Grantee to Grantor, and all elements embodied therein, in whole or in part, including, without limitation, the names, cities and states of residence and likenesses, in any manner, in any and all media, now known or hereafter devised, throughout the world in perpetuity, for advertising, promotional and other purposes, without further compensation, notification or permission. Grantee agrees that Indemnitees (as defined below) are not responsible for any unauthorized use of the Application and/or reports submitted by Grantee to Grantor by third parties.

10. Release. Grantee hereby, for itself and its successors and assigns, waives and releases any and all rights and claims Grantee may have against Grantor and/or General Motors from any and all claims for damages of any kind, whether in tort or contract, known or unknown, relating in any manner to the GM on Main Street Grant Program, the Application, and/or this Agreement.

11. Indemnification. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to release, indemnify, discharge and hold harmless Grantor and General Motors, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, representatives and agents of the foregoing (collectively, "Indemnitees") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from (i) Grantee's Application; (ii) Grantee's participating in the GM on Main Street Grant Program or any Program-related activity; (iii) Grantee's acceptance of the Grant; (iv) Grantee's breach of any representation, warranty, covenant or agreement in the Application and/or this Agreement; (v) any act or omission of Grantee, its officers, directors, employees, or agents, in applying for or accepting the Grant, in expending or applying the proceeds of the Grant, or in carrying out the GM on Main Street Grant Program project; or (vi) Grantor's or General Motors' use of the rights granted herein. In the event of any action, proceeding or claim initiated by a third party against an Indemnitee, as to which an indemnification obligation arises under this Agreement ("Third Party Claim"), the Indemnitee shall promptly notify Grantee in writing of such Third Party Claim. The

Indemnatee shall cooperate with Grantee, at Grantee's expense, in defense or settlement of the Third Party Claim. The Indemnatee may join in the defense of such action with counsel of its choice at its own expense.

12. Insurance. Grantee agrees to maintain insurance in commercially reasonable amounts calculated to protect itself, Grantor and General Motors from any and all claims of any kind or nature for damage to property or personal injury, including death, that may arise from activities performed under this Agreement, whether the activities are performed by Grantee, its officers, directors, employees, members, contractors and/or agents. If Grantee is completing a physical improvement project (as defined in Paragraph 2.a.), Grantee agrees to maintain such policies at the minimum coverage of (i) \$1 million per occurrence and \$2 million annual aggregate for commercial general public liability; (ii) \$1 million combined single limit per occurrence for automobile liability; and (iii) statutory limits as required for the state in which the GM on Main Street Grant Program project is located for workers' compensation insurance and \$1 million each accident/each employee for employer's liability insurance. Grantee shall provide to Grantor certificates of insurance evidencing such coverage which shall list Grantor and General Motors as additional insureds. All insurance maintained by Grantee shall be primary over insurance maintained by Grantor and/or General Motors, which shall be considered excess and non-contributing.

13. Breach. Grantee's failure to comply with the terms and conditions of this Agreement, including, without limitation, any failure to:

- a) meet the deadlines and submittal of related forms as specified in Paragraph 2;
- b) obtain the Grantor's written approval of any proposed changes in the use of Grant funds before implementation; or
- c) complete the GM on Main Street Grant Program project as described in Paragraph 2.

shall entitle Grantor to all available rights and remedies at law or in equity.

14. Lobbying and Political Activities. Grantee shall use no portion of the Grant to participate in any political campaign on behalf of or in opposition to any candidate for public office, or to support attempts to influence legislation of any governmental body other than through making available the results of non-partisan analysis, study and research, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Code.

15. Non-Discrimination. Grantee agrees to not discriminate against any employee or applicant for employment because of actual or perceived race, color, national origin, creed, age, gender, marital status, sexual orientation, religion, mental and physical disabilities, sex (including pregnancy), personal appearance, gender identity or expression, family responsibilities, genetic information, matriculation, political affiliation or veteran status.

16. Change in Status. Grantee shall notify Grantor immediately of any change in (a) Grantee's tax-exempt status, if applicable, or (b) Grantee's executive staff or key staff responsible for or instrumental to achieving the Grant purposes.

17. Force Majeure. Either party may terminate or suspend its obligations under this Agreement if substantial performance of such obligations is delayed, prevented, or rendered impractical by an event beyond the party's reasonable control and without its fault or negligence, including, but not limited to: acts of God, acts of war or the public enemy, terrorism, fires, floods, epidemics, pandemics, quarantine restrictions, strikes (other than own employees), freight embargoes and unusually severe weather, laws, regulations or orders of governmental authorities, curtailment of transportation facilities, or other emergency making it illegal, impossible or impractical to perform this Agreement as planned. Pursuant to this Paragraph 17, if Grantee is prevented from performing the GM on Main Street Grant Program project or its obligations set forth in this Agreement for ninety (90) consecutive days, Grantor shall have the right to terminate the Grant and this Agreement and Grantee shall be obligated to return to Grantor any Grant funds it has not yet expended.

18. Confidentiality. The Grantee shall maintain in strict confidence any Confidential Information of Grantor and/or General Motors that the Grantee reviews, receives, or acquires in the performance of this Agreement. "Confidential Information" means, subject to the limitation set forth below: economic and financial information, sales and marketing plans, information and materials obtained from interviews or surveys, personnel information, membership and donor lists, business procedures, solicitation or contact methods, and any other information regarding the business of Grantor and/or General Motors. Confidential Information does not include information that: (i) is or becomes available from public sources through no wrongful act of the Grantee; (ii) is already in the Grantee's possession prior to the date of this Agreement without an obligation of confidentiality, except for information disclosed during discussions related to this Agreement; (iii) is rightfully disclosed to the Grantee by a third party with no obligation of confidentiality; (iv) is independently developed by the Grantee; or (v) is required to be disclosed pursuant to any court or regulatory order served on the Grantee. The Grantee may disclose Confidential Information to its accountants, counsel, and other financial and legal advisors who have a need to know for the purpose of this Agreement and who are obligated to maintain the Confidential Information in accordance with the terms and conditions of this Agreement. The Grantee shall not publicly release any information concerning Grantor and/or General Motors or any subject relating to this Agreement, unless approved in advance and in writing by Grantor. This approval will not be unreasonably withheld.

19. Assignment; Transfer. This Agreement may not be assigned by the Grantee without the prior written approval of the Grantor. The Grantee may not transfer the Grant to another person or entity without the prior written approval of the Grantor.

20. Governing Law. This Agreement is made in and will be governed by the laws of the District of Columbia.

21. Entire Agreement. This Agreement together with the Application supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. In the event of any conflict between this Agreement and the published terms and conditions of the GM on Main Street Grant Program, this Agreement shall control. This Agreement may not be amended or modified except in a written document signed by both parties hereto.

Please acknowledge your acceptance of this Agreement by signing and returning the signed grant agreement via DocuSign.

Please direct questions regarding this Grant or your reporting requirements to the National Main Street Center, Inc. by email to hfriedland@mainstreet.org with the subject line "GRANT AGREEMENT QUESTION" or "GRANT REPORTING QUESTION."

By signing and returning this Agreement you acknowledge that these Grant funds will be used expressly for the purposes described herein and are subject to the terms and conditions contained herein.



Erin Barnes
President and Chief Executive Officer
National Main Street Center, Inc.

2/2/2024

Date

AGREED AND ACCEPTED BY:

Signature

Date

Name:

Title:

Organization/Municipal Government Entity:



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: A RESOLUTION ACCEPTING A DONATION OF A \$50.00 (FIFTY DOLLAR) GIFT CARD TO BE UTILIZED BY COLUMBIA FIRE & RESCUE.

RECOMMENDATION: Approve Resolution 24-07.

INFORMATION: Suzanne Burks of Nunnely, Tennessee wishes to express her gratitude to the crew that recently assisted her with a dead car battery by gifting them with a \$50.00 gift card to buy their lunch.

Columbia Fire & Rescue requests City Council's approval to accept the donation of a \$50.00 (fifty dollar) gift card.

ATTACHMENTS: Staff Report; Resolution No. 24-07.

**A RESOLUTION ACCEPTING A DONATION OF A \$50 GIFT CARD TO BE
UTILIZED BY COLUMBIA FIRE & RESCUE**

WHEREAS, Suzanne Burks, of Nunnely, Tennessee, desires to express her appreciation for the operations of Columbia Fire & Rescue with a gift card donation of \$50.00 (Fifty Dollars); and

WHEREAS, Columbia Fire & Rescue desires to accept the donation of \$50.00 (Fifty Dollars); and

WHEREAS, said \$50.00 gift card donation is to be used to provide lunch; and

WHEREAS, no matching funds are required.

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

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

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

AGENDA ITEM TITLE: RESOLUTION NO 24-08 – A RESOLUTION REQUESTING THE MAURY COUNTY ELECTION COMMISSION TO CONDUCT A CITY ELECTION FOR THE OFFICES OF FIVE (5) COUNCIL MEMEBERS ON NOVEMBER 5, 2024

RECOMMENDATION: Approve Resolution NO. 24-08.

INFORMATION: This is the required Resolution to request the Maury County Election Commission to conduct the City election for the offices of five (5) Council Members to be held on November 5, 2024.

**A RESOLUTION REQUESTING THE MAURY COUNTY
ELECTION COMMISSION TO CONDUCT A CITY
ELECTION FOR THE OFFICES OF FIVE (5) COUNCIL
MEMBERS ON NOVEMBER 5, 2024**

WHEREAS, Section 2.01 of the City Charter of the City of Columbia prescribes the procedure for the calling and conduct of City elections; and

WHEREAS, the Maury County Election Commission is authorized to conduct City elections of the City of Columbia, in accordance with State law subject to the request of the Columbia City Council per resolution; and

WHEREAS, the Columbia City Council desires to call a City election for November 5, 2024 to conduct the election for the offices of five (5) Council Members for the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA AS FOLLOWS:

1) The City Council hereby requests the Maury County Election Commission conduct the election for the offices of five (5) Council Members to be held on November 5, 2024.

2) A certified copy of this resolution shall be forwarded to the Maury County Election Commission.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the ____ day of _____, 2014.

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. 24-09 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 24-09.

INFORMATION: The City Recorder is presenting tax corrections through 2/23/2024 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report for Resolution 24-09; Resolution No. 24-09; Resolution No. 24-09 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. 24-09

1. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF MULETOWN BOUTIQUE 93. MAP 113B D 047.00 P 001, 1761 MAYFLOWER DR. PROPERTY VALUE \$3,306.00, ASSESSED VALUE \$992.00, AND TAXES \$8.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
2. DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF MULETOWN BOUTIQUE 93. MAP 113B D 047.00 P 001, 1761 MAYFLOWER DR. PROPERTY VALUE \$3,802.00, ASSESSED VALUE \$1,141.00, AND TAXES \$9.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
3. DELETE 2022 PERSONAL PROPERTY TAX IN THE NAME OF MOORE’S CONSULTING, C/O GENE MOORE. MAP 075I G-B 003.00 P 001, 309 LAKE DR. PROPERTY VALUE \$6,799.00, ASSESSED VALUE \$2,040.00, AND TAXES \$17.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
4. DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF MOORE’S CONSULTING, C/O GENE MOORE. MAP 075I G-B 003.00 P 001, 309 LAKE DR. PROPERTY VALUE \$7,819.00, ASSESSED VALUE \$2,346.00, AND TAXES \$19.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
5. DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF KB ALTERATIONS. MAP 100J E 016.00 P 070, 1202 S JAMES M CAMPBELL BLVD STE 8. PROPERTY VALUE \$1,000.00, ASSESSED VALUE \$300.00, AND TAXES \$2.00. DUE TO ACCOUNT CLOSED PER MAURY COUNTY TAX ASSESSOR.
6. DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF H & S CAPITAL MANAGEMENT LLC. MAP 100O C 019.02, ALPINE DR. PROPERTY VALUE \$72,700.00, ASSESSED VALUE \$18,175.00, AND TAXES \$150.00. DUE TO ERROR FOUND IN AUDIT ON 2021 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

7. CHANGE 2023 PROPERTY TAX IN THE NAME OF CHRISTIAN MICHAEL A DR ETUX TINA H. MAP 1000 C 019.06, ALPINE DR. PROPERTY VALUE FROM \$70,000.00 TO \$91,500.00, ASSESSED VALUE FROM \$17,500.00 TO \$22,875.00 AND TAXES FROM \$144.00. TO \$189.00. DUE TO ERROR ON ACREAGE PER MAURY COUNTY TAX ASSESSOR.
8. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF SOUTHERN TRE STEAKHYOUSE, ATTN: RALPH TERRY. MAP 099A J 007.00 P S/I 500, 117 W 7TH ST. PROPERTY VALUE \$17,586.00, ASSESSED VALUE \$5,276.00, AND TAXES \$61.00. DUE TO ERROR FOUND IN AUDIT ON 2020 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
9. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF SOUTHERN TRE STEAKHYOUSE, ATTN: RALPH TERRY. MAP 099A J 007.00 P S/I 501, 117 W 7TH ST. PROPERTY VALUE \$28,775.00, ASSESSED VALUE \$8,632.00, AND TAXES \$71.00. DUE TO ERROR FOUND IN AUDIT ON 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
10. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF SOUTHERN TRE STEAKHYOUSE, ATTN: RALPH TERRY. MAP 099A J 007.00 P S/I 502, 117 W 7TH ST. PROPERTY VALUE \$35,746.00, ASSESSED VALUE \$10,724.00, AND TAXES \$88.00. 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 ROTO ROOTER, ATTN: BRIAN CARTER. MAP 100M E 002.02 P S/I 500, 106 E 18TH ST. PROPERTY VALUE \$22,304.00, ASSESSED VALUE \$6,691.00, AND TAXES \$55.00. 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 ROTO ROOTER, ATTN: BRIAN CARTER. MAP 100M E 002.02 P S/I 501, 106 E 18TH ST. PROPERTY VALUE \$188,238.00, ASSESSED VALUE \$56,471.00, AND TAXES \$466.00. 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
HUTTON FAMILY DENTISTRY, ATTN: MONTI AUSTIN. MAP
100M E 002.02 P S/I 500, 176 WEDGEWOOD DR. PROPERTY
VALUE \$670,090.00, ASSESSED VALUE \$201,027.00, AND
TAXES \$1,659.00. DUE TO ERROR FOUND IN AUDIT ON 2022
TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
14. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF
HUTTON FAMILY DENTISTRY, ATTN: MONTI AUSTIN. MAP
100M E 002.02 P S/I 501, 176 WEDGEWOOD DR. PROPERTY
VALUE \$3,572.00, ASSESSED VALUE \$1,072.00, AND TAXES
\$9.00. DUE TO ERROR FOUND IN AUDIT ON 2023 TAX YEAR
PER MAURY COUNTY TAX ASSESSOR.
15. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF
ANIMAL CARE CENTER OF CARTERS CREEK, ATTN: CINDY
FICUS. MAP 042 008.00 P S/I 500, 2690 SPRING MEADE BLVD.
PROPERTY VALUE \$52,099.00, ASSESSED VALUE \$15,630.00,
AND TAXES \$129.00. DUE TO ERROR FOUND IN AUDIT ON
2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
16. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF
HAMPTON INN-COLUMBIA COMMONS LLC. MAP 072 028.01
P S/I 500, 1551 HALIFAX DR. PROPERTY VALUE \$101,252.00,
ASSESSED VALUE \$30,376.00, AND TAXES \$352.00. DUE TO
ERROR FOUND IN AUDIT ON 2020 TAX YEAR PER MAURY
COUNTY TAX ASSESSOR.
17. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF
HAMPTON INN-COLUMBIA COMMONS LLC. MAP 072 028.01
P S/I 501, 1551 HALIFAX DR. PROPERTY VALUE \$60,419.00,
ASSESSED VALUE \$18,126.00, AND TAXES \$210.00. DUE TO
ERROR FOUND IN AUDIT ON 2021 TAX YEAR PER MAURY
COUNTY TAX ASSESSOR.
18. PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF
HAMPTON INN-COLUMBIA COMMONS LLC. MAP 072 028.01

P S/I 502, 1551 HALIFAX DR. PROPERTY VALUE \$123,646.00, ASSESSED VALUE \$37,094.00, AND TAXES \$306.00. DUE TO ERROR FOUND IN AUDIT ON 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

19.PICK UP 2023 PERSONAL PROPERTY TAX IN THE NAME OF HAMPTON INN-COLUMBIA COMMONS LLC. MAP 072 028.01 P S/I 503, 1551 HALIFAX DR. PROPERTY VALUE \$152,097.00, ASSESSED VALUE \$45,629.00, AND TAXES \$376.00. DUE TO ERROR FOUND IN AUDIT ON 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

20.REFUND PARTIAL 2023 PROPERTY TAX IN THE NAME OF TWICE DAILY #8072, ATTN: EVAN RITTENBERG C/O TRI STAR ENERGY LLC. MAP 113D K 010.00 P S/I 004, 310 S JAMES M CAMPBELL BLVD. PROPERTY VALUE FROM \$211,589.00 TO \$200,659.00, ASSESSED VALUE FROM \$63,477.00 TO \$60,198.00, AND TAXES FROM \$524.00 TO \$497.00. REFUND OF \$27.00 DUE TO AUDIT PER MAURY COUNTY TAX ASSESSOR.



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. 24-10 – AD VALOREM TAX CORRECTION

RECOMMENDATION: Approve Resolution No. 24-10.

INFORMATION: The City Recorder is presenting an Ad Valorem tax correction for Council consideration as submitted by the State of Tennessee Comptroller of the Treasury.

ATTACHMENTS: Staff Report for Resolution 24-10; Resolution No. 24-10; Resolution No. 24-10 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. 24-10

1. CHANGE 2023 PROPERTY TAX IN THE NAME OF NEW BERN TRANSPORT CORPORATION. MAP MC 131 615.00, SUITE 1500 1412 MAIN STREET, DALLAS, TX 75202. PUBLIC UTILITY TAX FROM \$5,350.00. TO \$3,079.00. DUE TO ERROR IN THE 2023 AD VALOREM ASSESSMENT PER STATE OF TN COMPTROLLER OF THE TREASURY.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Donnie Boshers, Wastewater Director, dboshers@columbiatn.com, 931-560-1001

AGENDA ITEM TITLE: Resolution No. 24-11 – A resolution to accept ownership and maintenance of sewer improvements serving Silver Springs, Phase 1 & 2

RECOMMENDATION: Approve Resolution No. 24-11

INFORMATION: Silver Springs, Phase 1 & 2 consists of 2,376 linear feet of 8" sanitary sewer main. The Developers have met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWER IMPROVEMENTS SERVING SILVER SPRINGS, PHASE 1 & 2

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 2,376 linear feet of 8" gravity main serving Silver Springs, Phase 1 & 2; and

WHEREAS, the City of Columbia has inspected said sewer improvements and has determined that said sewer improvements meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said sanitary sewer improvements serving Silver Springs, Phase 1 & 2.

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

Date: 22 January 2024

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

Dear Council Members:

I wish to present for dedication to the Council of the City of Columbia, Tennessee, the wastewater system improvements installed to service Silver Springs Phase 1 & 2 in the amount of 2,376 linear feet. The Contractor installed the sanitary sewer according to the Standard Sewer Specifications of the City of Columbia.

You have been provided with CCTV and as-built drawings of the project and all inspections and testing has been completed. All fees required for dedication have been paid. You have also been provided a one-year maintenance surety in the amount of \$57,618.00, set to expire one year from date of Council acceptance.

Acceptance by the Columbia City Council for these wastewater system improvements would be appreciated.

Sincerely,
Signed:

m/l Homes of Nashville, LLC
David M. Cumming
VP of Land

Print:

DAVID M. CUMMING



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: Resolution No. 24-12 – A resolution to accept ownership and maintenance of sewer improvements serving Rutherford Subdivision, Phase 1 – Ward 1

RECOMMENDATION: Approve Resolution No. 24-12

INFORMATION: Rutherford Subdivision, Phase 1 consists of 2,904 linear feet of 8" sanitary sewer main. The Developers have met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

RESOLUTION NO. 24-12

A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWER IMPROVEMENTS SERVING RUTHERFORD SUBDIVISION, PHASE 1

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 2,904 linear feet of 8" gravity main serving Rutherford Subdivision, Phase 1; and

WHEREAS, the City of Columbia has inspected said sewer improvements and has determined that said sewer improvements meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said sanitary sewer improvements serving Rutherford Subdivision, Phase 1.

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

Date: 16 February 2024

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

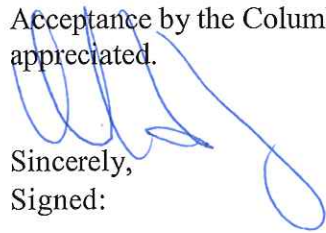
Dear Council Members:

I wish to present for dedication to the Council of the City of Columbia, Tennessee, the wastewater system improvements installed to service Rutherford Subdivision Phase 1 in the amount of 2,904 linear feet. The Contractor installed the sanitary sewer according to the Standard Sewer Specifications of the City of Columbia.

You have been provided with CCTV and as-built drawings of the project and all inspections and testing has been completed. All fees required for dedication have been paid. You have also been provided a one-year maintenance surety in the amount of \$66,323.75, set to expire one year from date of Council acceptance.

Acceptance by the Columbia City Council for these wastewater system improvements would be appreciated.

Sincerely,
Signed:




Print:



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: RESOLUTION NO. 24-13 - A RESOLUTION TO ACCEPT SPONSORSHIP DONATIONS FOR THE 2024 MIDSTATE CLASSIC SOFTBALL GAMES TO BE HELD AT RIDLEY SPORTS COMPLEX ON APRIL 2, 2024, IN THE AMOUNT OF NINETEEN THOUSAND DOLLARS (\$19,000) – WARD 4

RECOMMENDATION: Approve Resolution No. 24-13.

INFORMATION: The City of Columbia has confirmed donations totaling \$19,000 from Atmos Energy, Line To Line, Columbia Power & Water Systems, Maury Regional, Rotary Breakfast Club, Columbia Noon Rotary, Redman-Davis Risk Management & Insurance, JR Wauford & Company, Maury County Visitors Bureau, Lose & Design, and Columbia Kubota for the Midstate Classic Softball games to be held on April 2, 2024 at Ridley Sports Complex to help cover the cost of meals and other costs related to the teams/games.

ATTACHMENTS: Resolution No. 24-13, Staff report

**A RESOLUTION TO ACCEPT SPONSORSHIP DONATIONS FOR THE 2024
MIDSTATE CLASSIC SOFTBALL GAMES TO BE HELD AT RIDLEY SPORTS
COMPLEX ON APRIL 2, 2024 IN THE AMOUNT OF NINETEEN THOUSAND
DOLLARS (\$19,000)**

WHEREAS, the City of Columbia has confirmed sponsorships totaling \$19,000.00 from the following, Atmos Energy, Line To Line, Columbia Power & Water Systems, Maury Regional Medical Center, Rotary Breakfast Club, Columbia Noon Rotary, Redman-Davis Risk Management & Insurance, JR Wauford & Company, Maury County Visitors Bureau, Lose & Design, and Columbia Kubota for the Midstate Classic Softball Games to be held on April 2, 2024, at Ridley Sports Complex; and

WHEREAS, the sponsorship donations will be used for the cost of meals and services related to the games.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such City does hereby endorse the efforts of the City of Columbia by accepting this sponsorship donations to cover the cost of meals and services.

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



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: RESOLUTION NO. 24-15 - A RESOLUTION OPPOSING PROPERTY TAX CAP RESTRICTIONS ON LOCAL GOVERNMENTS/CITY LEGISLATIVE BODIES

RECOMMENDATION: Approve Resolution No. 24-15.

INFORMATION: The Tennessee State General Assembly is considering a proposal regarding a property tax cap which would limit the ability of local governments/city legislative bodies to make informed decisions about property tax rates based on the unique needs and best interests of individual communities. This resolution opposes such property tax cap and encourages the Tennessee State General Assembly to uphold the principles of local governance, finance conservatism and responsible stewardship of taxpayer dollars by allowing local governments/city legislative bodies to continue the tradition of making property tax rate decisions based on specific needs of individual communities.

**A RESOLUTION OPPOSING PROPERTY TAX CAP RESTRICTIONS ON
LOCAL GOVERNMENTS/CITY LEGISLATIVE BODIES**

WHEREAS, the Tennessee State General Assembly has a long-standing tradition of respecting the principles of local governance and fiscal responsibility; and

WHEREAS, local governments/city legislative bodies across Tennessee have consistently demonstrated fiscal conservatism and prudent budget management, leading to the maintenance of low property tax rates; and

WHEREAS, the property tax cap proposal being considered by the Tennessee State General Assembly would limit the ability of local governments/city legislative bodies to make informed decisions about property tax rates based on the unique needs and best interests of their individual communities; and

WHEREAS, the imposition of a property tax cap would undermine the principles of local control, hinder the ability of City Councils to respond to changing circumstances, and potentially harm the economic growth and development of our cities and counties across the State; and

WHEREAS, it is essential to protect the autonomy and discretion of local governments/city legislative bodies in making decisions regarding property tax rates to ensure that the best interests of their individual communities are served.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City Council of the City of Columbia requests that our local legislators not support any bill that would impose a property tax cap and restrict the authority and ability of a local government/city to make decisions regarding property tax rates; and

BE IT FURTHER RESOLVED, that the Tennessee State General Assembly is encouraged to uphold the principles of local governance, fiscal conservatism, and responsible stewardship of taxpayer dollars by allowing local governments/city legislative bodies to continue their tradition of making property tax rate decisions based on the specific needs and best interests of their individual communities; and

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to the legislative delegations representing the City of Columbia, the Governor of Tennessee, and any relevant committees or governmental bodies, to express the strong opposition of this

body to any property tax cap that would limit the authority of local governments/city legislative bodies to act in the best interest of their individual communities.

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



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad Jablonski, tjablonski@columbiatn.com 931.560.1559

AGENDA ITEM TITLE: 2ND 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 APRIL 11, 2024

RECOMMENDATION: Defer Ordinance No. 4493 on second consideration and establish April 11, 2024 as the date of Public Hearing.

INFORMATION: The Public Hearing for Ordinance No. 4493 was not run in time for the March agenda, resulting in needing to defer this item until proper public notice can be given. 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: 2ND 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)

RECOMMENDATION: Approve Ordinance No. 4495 on second consideration.

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

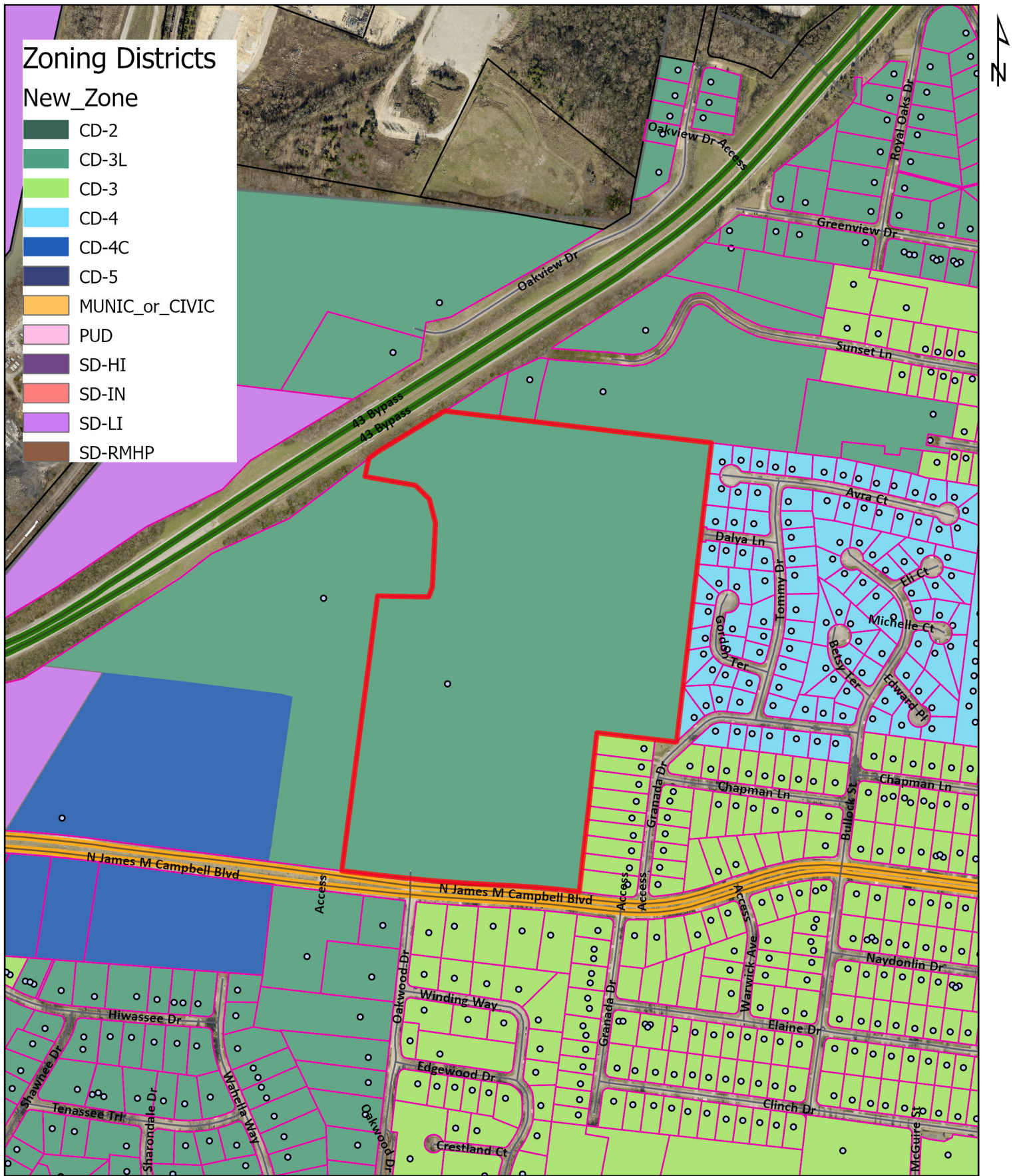
Passed on 1st consideration _____

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.



Ordinance No 4495 - 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

ZONING : CD-3
AREA : ± 56.7 ACRE
TYPICAL R.O.W. WIDTH : 70'
MAX. DENSITY : 4 UNITS/ACRE

MAX. ALLOWABLE LOT : 226
SETBACKS
FRONT : 25'
SIDE : 8'
BACK : 25' OR 15' FROM CENTER
LINE OF ALLEY

TOTAL LOTS : 130

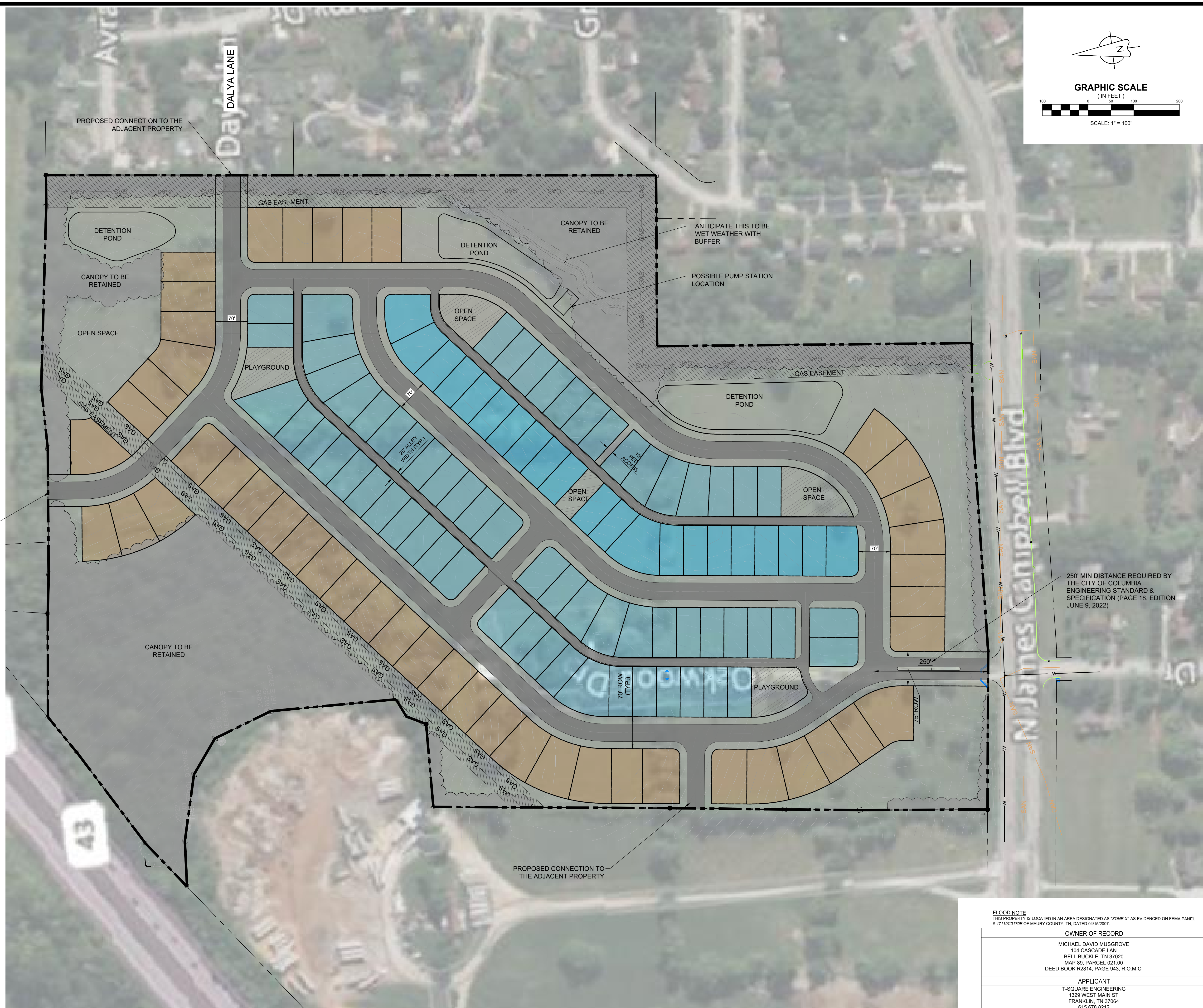
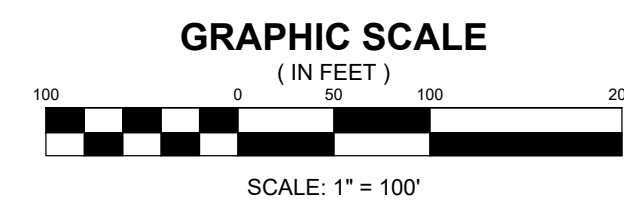
-  **BIGGER LOT - FRONT LOADED (46 LOTS)**
MID BLOCK LOT : 65' x 120'
CORNER LOT : 77' x 120'

-  **SMALLER LOT - ALLEY LOADED (84 LOTS)**
MID BLOCK LOT : 52' x 100'
CORNER LOT : 64' x 100'

CANOPY REQUIREMENT	
- TOTAL EXISTING CANOPY	: 22.8 AC (40% OF TOTAL AREA)
- MIN. REQUIRED CANOPY	: 45% (10.2 AC) RETENTION
-  CANOPY RETAINED	: 12.15 AC (54%)

PLAYGROUND

- REQUIREMENT	: EVERY 800' RADIUS.
-  PROPOSED	: ~ NEEDS MIN. 2
	: 2



FLOOD NOTE
THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS "ZONE X" AS EVIDENCED ON FEMA PANEL

OWNER OF RECORD
MICHAEL DAVID MUSGROVE
104 CASCADE LAN
BELL BUCKLE, TN 37020
MAP 89, PARCEL 021.00
DEED BOOK R2814, PAGE 943, R.O.M.C.

APPLICANT
T-SQUARE ENGINEERING
1329 WEST MAIN ST
FRANKLIN, TN 37064
615.678.8212

DATE:		NO.		DATE		REVISIONS	
09/06/23							
SCALE:							
AS SHOWN							
DRAWN BY:							
T-SQUARE							
REVIEWER:							

CONCEPT PLAN
MAP 89, PARCEL 021.00
COLUMBIA, TENNESSEE

OAKWOOD DRIVE SUBDIVISION

PROJECT
23-0533

SHEET
C-2.0



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

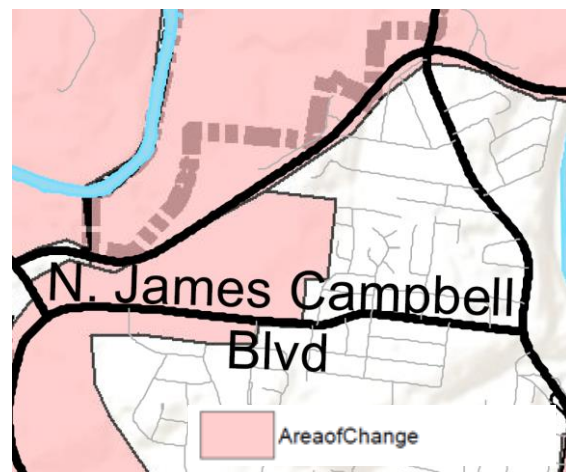
Suburban Neighborhood: The future land use of the subject site is Suburban Neighborhood. The Character Area is conducive to residential development and neighborhoods, with limited, intermixed and compatible civic uses (Connect Columbia, p. 22). The Future Land Use Plan indicates that “the general development 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: 2ND 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)

RECOMMENDATION: Approve Ordinance No. 4496 on second consideration.

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.

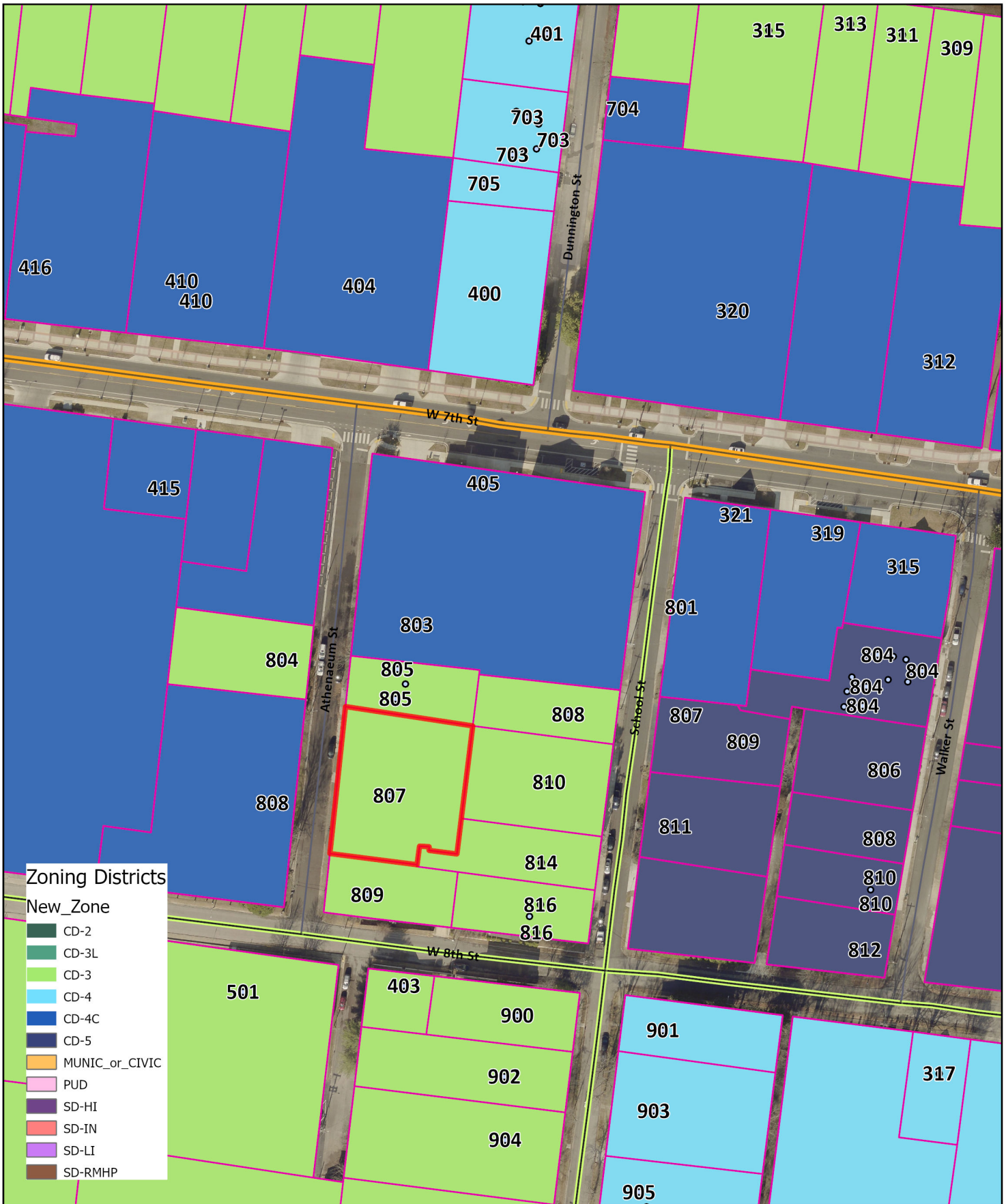
Beginning at an 1" iron pipe, said point being the south west corner of Richard and Lillie Law as recorded in Deed Book R2648, page 768, said point lying SOUTH 02°52'19" WEST a distance of 294' from the intersection of W. 7th Street and Athenaeum Street, having a Tennessee State Plane Coordinate N-468,081.8, 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

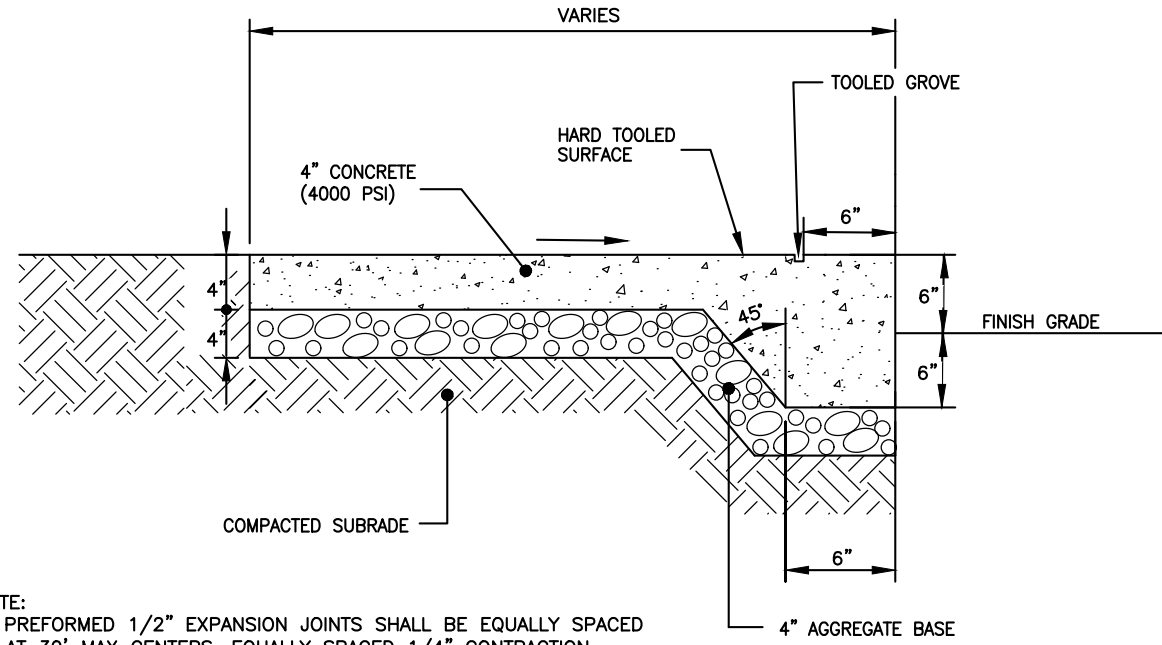
807 Athenaeum Street



CITY OF
COLUMBIA
TENNESSEE

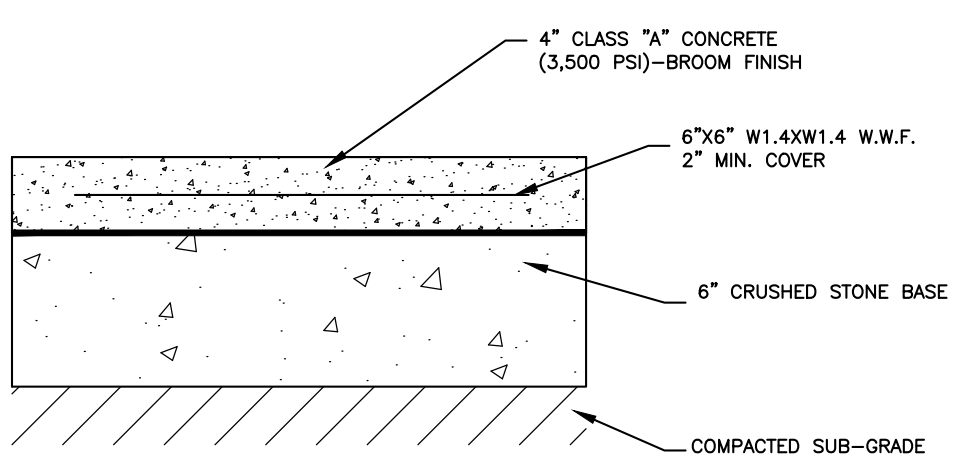
DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

PROPOSED CONCEPT SKETCH



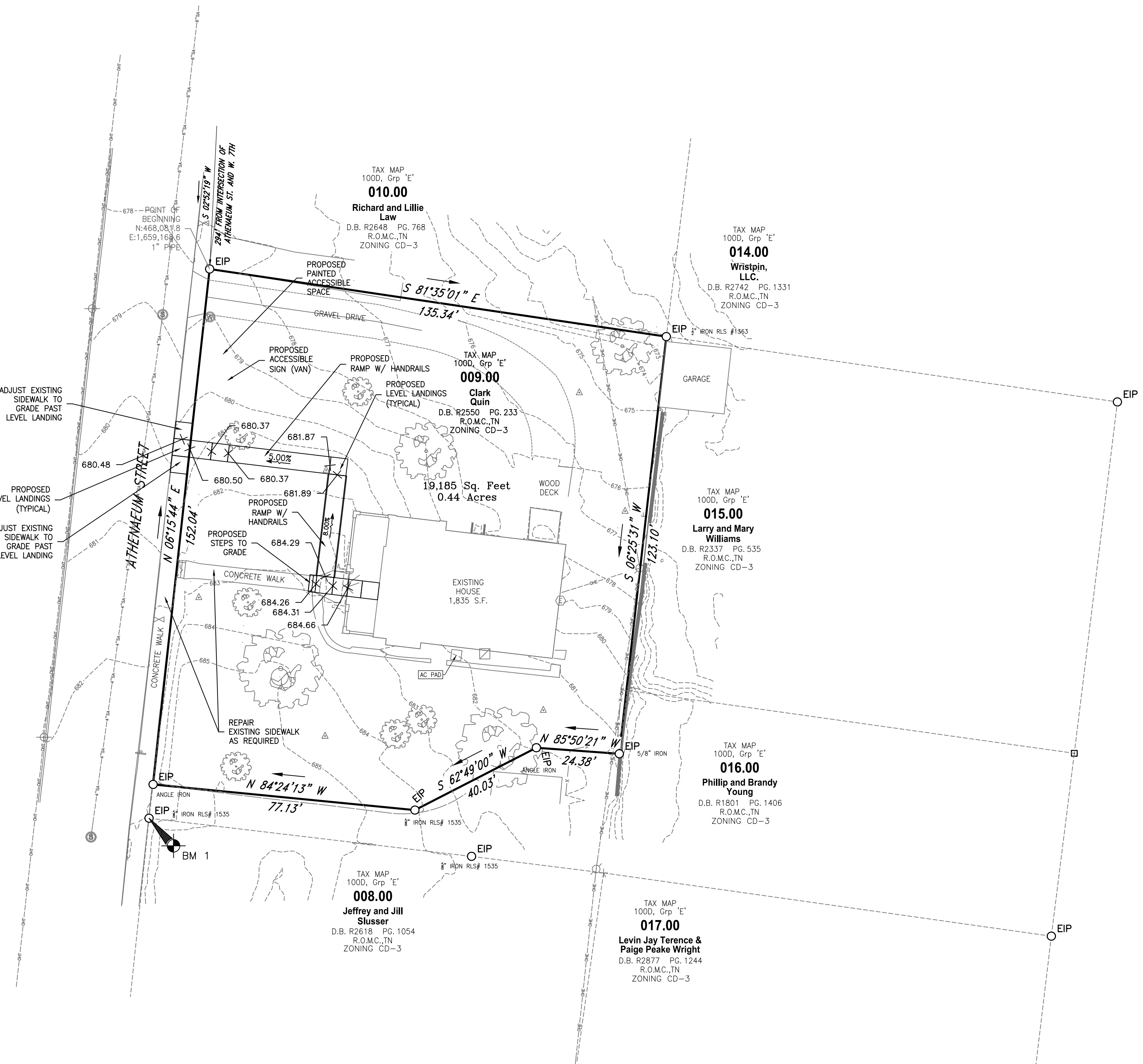
NOTE:
1. PREFORMED 1/2" EXPANSION JOINTS SHALL BE EQUALLY SPACED AT 30' MAX CENTERS. EQUALLY SPACED 1/4" CONTRACTION JOINTS AT 10' MAX CENTERS BETWEEN EXPANSION JOINTS.
2. EXACT CURB DIMENSIONS MAY BE ALTERED SLIGHTLY TO FIT STANDARD CURB MACHINES, BUT SUCH VARIANCES MUST BE APPROVED BY THE ENGINEER.

TURN-DOWN CURB AND SIDEWALK



NOTE:
CONTROL JOINT EVERY 5' EXPANSION JOINT EVERY 25' UNLESS OTHERWISE NOTED.

CONCRETE SIDEWALK



BENCHMARK
BENCHMARK #1
IRON PIN
ELEV = 683.35'
N = 467,920.79
E = 1,659,150.81
TENNESSEE COORDINATE
SYSTEM OF 1983
NAVD 88

WARNING! UTILITY LINES!
THE CONTRACTOR WILL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD AND UNDERGROUND UTILITY WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF OVERHEAD OR UNDERGROUND SERVICES. THE UTILITY COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES TAKEN. A THOROUGH EXAMINATION OF THE OVERHEAD WIRES IN THE PROJECT AREA SHOULD BE MADE BY THE CONTRACTOR PRIOR TO THE INITIATION OF CONSTRUCTION. THE UNDERGROUND UTILITY LINES HAVE BEEN SHOWN AS BEST AS CAN BE DETERMINED AT THIS TIME FROM THE INFORMATION OBTAINED FROM THE SURVEY. THE CONTRACTOR SHALL CONTACT EACH OF THESE COMPANIES PRIOR TO BEGINNING CONSTRUCTION AND HAVE THEM DETERMINE THE EXACT LOCATION AND TYPE OF THEIR SERVICES.

LEGEND

EXISTING	PROPOSED
WATER MAIN	WATER MAIN
SANITARY SEWER	SANITARY SEWER
STORM SEWER	STORM SEWER
OVERHEAD FENCE	OVERHEAD FENCE
GAS	GAS
DRAINAGE DITCH	DRAINAGE DITCH
TREE PROTECTION FENCE	TREE PROTECTION FENCE
UTILITY POLE	UTILITY POLE
IRON PIN SET	IRON PIN SET
EXISTING IRON PIN	EXISTING IRON PIN
CONCRETE MONUMENT	CONCRETE MONUMENT
DECIDUOUS TREE	DECIDUOUS TREE
GATE VALVE IN BOX	GATE VALVE IN BOX
LIGHT POLE	LIGHT POLE
BENCHMARK	BENCHMARK

TREE LINE	STORM STRUCTURE LABEL
ASPHALT	CONCRETE
# PARKING SPACES	

Location Map

SITE DATA:

OWNER: CLARK QUIN
807 ATHENAUM STREET
COLUMBIA, TN 38401

PARCEL NUMBER: TAX MAP 100D PARCEL 09.00
DEED BOOK: R2550, PG 233

SUBJECT PARCEL ZONING: EXISTING ZONING CD-3
REQUEST ZONING CD-4

ACREAGE OF SITE: 19,185 SQ. FT.
0.44 ACRES

MINIMUM REQUIRED BUILDING SETBACKS:
6' MIN - 20' MAX FRONT
3' MIN OR 15' MIN FROM CENTER OF ALLEY REAR
0' SIDE

UTILITY SERVICES: WATER SERVICE
COLUMBIA POWER & WATER SYSTEMS
201 PICKENS LANE
COLUMBIA, TENNESSEE 38401
(931) 388-4833

ELECTRIC SERVICE
COLUMBIA POWER & WATER SYSTEMS
201 PICKENS LANE
COLUMBIA, TENNESSEE 38401
(931) 388-4833

PURPOSE NOTE: CONVERT EXISTING RESIDENCE TO LAW OFFICE.
IMPROVEMENTS TO INCLUDE GRATING AN ADA
COMPLIANT PARKING SPACE & RAMP TO ENTRANCE.

GEOTECHNICAL NOTE:
CONTRACTOR TO COMPLETE A GEOTECHNICAL STUDY CONDUCTED ON THIS SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE DESIGN FOR THE SITE IMPROVEMENTS SHOWN ON THIS PLAN HAVE RELIED ON GENERAL INFORMATION FROM FIELD REVIEW OF EXISTING TERRAIN. IF, IN THE PURSUIT OF THIS WORK BY THE CONTRACTOR, CONDITIONS OR CIRCUMSTANCES ARE ENCOUNTERED THAT ARE DIFFERENT THAN REFLECTED IN THESE PLANS OR THAT APPEAR TO IMPACT THE SCOPE OF THE WORK, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE CIVIL ENGINEER, THE GEOTECHNICAL ENGINEER AND THE OWNER/DEVELOPER. BEFORE ANY REMEDIAL COURSE OF ACTION OR DESIGN CHANGE IS INITIATED, ALL PARTIES TO THE PROCESS (OWNER, CIVIL ENGINEER, GEOTECHNICAL ENGINEER, AND CONTRACTOR) MUST BE IN AGREEMENT AND THE MAGNITUDE OF THE COST/TIME REQUIRED FOR THE MEASURES ESTABLISHED.

SITE BENCHMARK NOTE:
CONTRACTOR SHALL ESTABLISH A BENCHMARK PRIOR TO CONSTRUCTION. EXISTING BENCHMARK MUST BE RE-VERIFIED AND APPROVED BY THE ENGINEER/SURVEYOR PRIOR TO USE.

BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED BY:

W.E.S. ENGINEERS AND SURVEYORS
2486 NASHVILLE HWY
COLUMBIA, TENNESSEE 38401
(931) 388-2329

FLOOD STUDY NOTE:
A PORTION OF THE PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS (FIRM's) MAP NUMBER 47119C0285E DATED APRIL 16, 2007.

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

gerald@wesengineers.com

SUBMITTED FOR MUNICIPAL APPROVAL
NOT FOR CONSTRUCTION

© 2023

WES ENGINEERS & SURVEYORS
CIVIL ENGINEERS & LAND SURVEYORS
2486 NASHVILLE HIGHWAY
COLUMBIA, TN 38401
PHONE: (931) 388-2329
www.wesengineers.com

Client
CARA LYNN
710 NORTH MAIN STREET
COLUMBIA, TENNESSEE 38401

REVISIONS	DATE
Addressed Staff Comments (Concept)	12/18/23

LAW OFFICE
807 ATHENAUM STREET
COLUMBIA, MAURY COUNTY, TENNESSEE

CONCEPT SKETCH

Drawn: RP	Checked: RP	Approved: CV	Date: 11/17/23
Job. no. 23603	Scale	Vertical: 1"=20'	Horizontal:

1 of 1

FILE: \\WES_Engineers_Surveyors_2023\\23603 - 807 Athenaum - Cara and Bert\\Dwg\\Engineering\\23603 ATHENAUM STREET_base.dwg

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

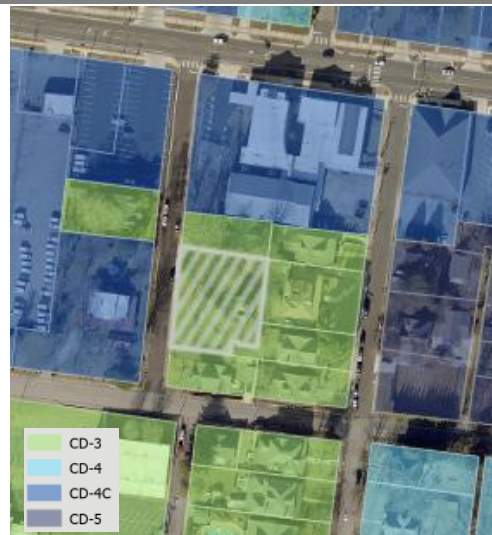
CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
CD-3	Single Family	Single Family House	+/-0.44 Acres



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.

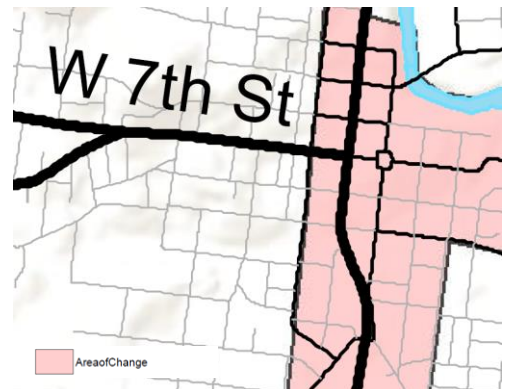
CONSISTENCY WITH CONNECT COLUMBIA

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:6154656008)
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: 2ND 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

RECOMMENDATION: Approve Ordinance No. 4497 on second consideration.

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~~

- 27 2. ~~Failure of the Architectural Design Review Team to~~
28 ~~meet or to review a particular application within 30~~
29 ~~days of the submittal of such application to the~~
30 ~~Team shall be deemed to be a recommendation of~~
31 ~~approval by the Team.~~

32 **F.D.** Powers & Duties

- 33 1. ~~The Architectural Design Review~~Planning
34 ~~Team~~Commission shall be responsible for reviewing
35 ~~and making recommendations regarding proposals~~
36 for Site Development Plan, Building Permit, or
37 Planned Unit Development approval for compliance
38 with the applicable architectural design standards.
- 39 2. The Planning Commission may approve alternative
40 materials and methods of compliance which, in the
41 determination of the Planning Commission, provide
42 aesthetic value which meets or exceeds the
43 prescribed standards.
- 44 1.3. The Zoning Administrator may approve alternative
45 materials and methods of compliance with design
46 standards for existing structures and Site
47 Development Plans for which the Zoning
48 Administrator is the Decision-Making Authority. The
49 alternative means of compliance must provide
50 aesthetic value which meets or exceeds the
51 prescribed standards. The Zoning Administrator
52 may refer any determination of alternative
53 compliance to the Planning Commission. Any
54 property owner may appeal the Zoning
55 Administrator's determination to the Planning
56 Commission. The appeal shall be by a written notice
57 to the Zoning Administrator, stating: the guideline
58 at issue; the alternative compliance proposed; and,
59 the owner's reasons for seeking relief from the
60 guideline. The appeal shall be treated as a site
61 development plan for purposes of assessing fees
62 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)

A. Intent.

Design Review by the Architectural Design Review ~~Team~~Commission is intended to protect the physical character of the City through additional review of certain proposed Developments meeting certain criteria.

B. Applicability.

Prior to issuance of a Building Permit, or concurrent with approval of a Site Development Plan, or Preliminary Planned Unit Development Master Plan, Design Review shall be required for the following:

1. Design of all Buildings and Structures within a Special District;
and
2. Design of all Buildings and Structures Buildings within a Planned Unit Development District.

C. Pre-Application Conference.

Applicants for Development requiring Design Review are encouraged to schedule a pre-application conference in accordance with Section 8.5.4.B.

D. Action by Architectural Review ~~Team~~Commission.

All reviews by the Architectural Design Review ~~Team~~Commission shall be in accordance with the following procedures:

1. Upon receipt of an application for Design Review which in the judgment of the Zoning Administrator is sufficiently complete to enable the Architectural Design Review ~~Team~~Commission to conduct a review, the Zoning Administrator shall set a meeting for initial review as soon as reasonably possible, but in no case later than 30 calendar 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 ~~strikethroughs~~ 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: 2nd CONSIDERATION OF ORDINANCE NO. 4498 (AS AMENDED) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 BUDGET ORDINANCE NO. 4464 PROVIDING FOR REVISIONS TO THE GENERAL, SANITATION, CAPITAL PROJECTS AND WASTEWATER FUNDS

RECOMMENDATION: Approve Ordinance No. 4498, as amended, on second consideration.

INFORMATION: The proposed ordinance is the third amendment to the FY 2024 Appropriation Ordinance, as amended, impacting the Sanitation, Capital Projects, Wastewater 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, \$525,972 for year-end pension supplemental, \$216,230 for budget and transfer to Capital Projects for increased parking garage rehab costs, \$525,000 for budget and transfer to Capital Projects for Roundabout construction budget, \$95,000 in tourism enhancement funds for public art installations, \$928,069 for special census project, and \$10,000 for ABC grant for Columbia Arts District crosswalk,
- Budget \$15,000 for increased/additional retirement funding in excess of July budgeted amount in City Recorder's Office,
- Adjust special revenues in Police including Equitable Sharing "Justice"/"Treasury", seized weapons and sex offender registry budgets, a reduction of \$233,317,
- Budget \$1,269 in Fire and Rescue using Fire Training and OEM call revenues to reserves,
- Budget \$340,500 in Parks for remainder of splash pad project budget,
- \$22,572 for year-end pension supplemental in Sanitation,
- Budget \$216,230 for increased parking garage rehab costs and \$525,000 for Roundabout in Capital Projects,
- Budget \$97,182,046 for new Wastewater Treatment Plant project and \$51,456 for year-end pension supplemental in Wastewater.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2024 by \$99,642,958 to \$203,464,975.

ATTACHMENTS: Ordinance No. 4498, as amended; Supporting Documentation; FY 2024 Budgeted Expenditure Summary.

ORDINANCE NO. 4498 (AS AMENDED)

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

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That Ordinance No. 4464 as amended, the same being the Appropriation Ordinance for the City of Columbia for the Fiscal Year July 1, 2023 through June 30, 2024, be amended. That the total budget appropriation for the fiscal year be increased from \$103,822,017 to \$204,393,044, an increase of \$100,571,027.

Section 2: That the budget appropriations shall be revised as follows:

Finance & City Recorder total of \$1,124,913 be amended to \$1,139,913, an increase of \$15,000.

General City Admin total of \$14,349,581 be amended to \$16,799,852, an increase of \$2,450,271.

Police total of \$12,895,685 be amended to \$12,662,368, a decrease of \$233,317.

Fire total of \$9,980,631 be amended to \$9,981,900, an increase of \$1,269.

Parks total of \$3,696,760 be amended to \$4,037,260, an increase of \$340,500.

Sanitation total of \$4,866,460 be amended to \$4,889,032, an increase of \$22,572.

Capital Projects total of \$15,860,308 be amended to \$16,601,538, an increase of \$741,230.

Wastewater total of \$25,679,921 be amended to \$122,913,423, an increase of \$97,233,502.

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
2nd Consideration - March 14th 3/14/24)

General City Admin

Budget funds for Army Core of Engineers Study	\$	150,000.00
Total General City Admin	\$	150,000.00

TOTAL GENERAL FUND \$ 150,000.00

Wastewater

Budget funds for Wastewater Treatment Plant Project	\$	97,182,046.00
Total Wastewater	\$	97,182,046.00

Total Increase - All Funds (First Consideration)	\$	97,332,046.00
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General City Admin

Budget YE pension supplemental	\$	525,972.00
Budget funds for Parking Garage Project C.O. #2 and Roundabout		741,230.00
Budget reduction to reserves to transfer to CPF		(741,230.00)
Budget funds for Parking Garage Project C.O. #2		216,230.00
Budget construction funds for South Main Roundabout		525,000.00
Budget tourism enhancement funds for art installations		95,000.00
Budget funds for special census project		928,069.00
ABC Grant (Crosswalk)		10,000.00
Total General City Admin	\$	2,300,271.00

City Recorder's Office

Budget funds for retirement funding	\$	15,000.00
Total City Recorder's Office	\$	15,000.00

Police

Adjust budget for Equitable Sharing "Justice" proceeds	\$	(98,104.00)
Adjust budget for Equitable Sharing "Treasury" proceeds		(19,657.86)
Adjust budget for sales of seized weapons		(85,300.00)
Adjust budget for Sexual Offender Registry fees		(30,255.00)
Total Police	\$	(233,316.86)

Fire

Budget funds to reserves to transfer to CFR	\$	1,169.00
Budget funds to reserves to transfer to CFR		100.00
Total Fire	\$	1,269.00

Parks

Budget remainder of splash pad project budget	\$	340,500.00
Total Parks	\$	340,500.00

TOTAL GENERAL FUND \$ 2,423,723.14

Sanitation

Budget YE pension supplemental	\$	22,572.00
Total Sanitation	\$	22,572.00

Capital Projects

Budget transfer to Capital Projects for Roundabout	\$	525,000.00
Budget transfer to Capital Projects for Parking garage C.O.		216,230.00

CITY OF COLUMBIA
FY 2024 APPROPRIATION AMENDMENT #3
Second Consideration 3/14/24

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

Increase Expenditures

110-41900-250 \$ 150,000.00 General City Admin-Miscellaneous - Professional Services

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 77,182,046.00 2023 Bond issue

\$ 97,182,046.00 Total

Increase Expenditures

412-52213-930 \$ 95,279,796.00 Construction

412-52213-930 \$ 1,902,250.00 Engineering

\$ 97,182,046.00 Total

Items added for Second Consideration on 3/14/24

3) Budget YE pension supplemental

Budget supplemental for General, Sanitation and Wastewater Funds

Increase Revenues

110-37110 \$ 525,972.00 Prior Year Revenue

Increase Expenditures

110-41900-149 \$ 525,972.00 General City Admin-Miscellaneous - Other Pensions

Increase Revenues

127-37110 \$ 22,572.00 Prior Year Revenue

Increase Expenditures

127-43210-143 \$ 22,572.00 Sanitation - General - Retirement

Increase Revenues

412-37110 \$ 51,456.00 Retained Earnings

Increase Expenditures

412-52213-143 \$ 51,456.00 Sewer Treatment Plant - Retirement

4) Budget transfer to Capital Projects for Parking Garage and Roundabout Projects

Replenish General City Admin - Reserves

Increase Revenues

110-37110 \$ 741,230.00 Prior Year Revenue

Increase Expenditures

110-41900-800 \$ 741,230.00 General City Admin - Reserves

Budget transfer to Capital Projects

Decrease Expenditures

110-41900-800 \$ 741,230.00 General City Admin - Reserves

Increase Expenditures

110-41900-766 \$ 741,230.00 General City Admin - Miscellaneous - Transfer to Capital Proj Fund

Budget transfer to Capital Projects for Various Projects

Increase Revenues

311-37940 \$ 741,230.00 Transfer From General Fund

Increase Expenditures

311-41850-936 \$ 525,000.00 Parking Garage - Parking Garage Improvements

311-41850-936 \$ 216,230.00 Parking Garage - Parking Garage Improvements

Total \$ 741,230.00

5) Budget ABC Grant Funds

Increase Revenues

110-33205 \$ 5,000.00 Arts Builds Communities Grant

110-37110 \$ 5,000.00 Prior Year Revenue

\$ 10,000.00 Total

Increase Expenditures

110-42121-324 \$ 10,000.00

6) Adjust budget for expenditures related to Sexual Offender Registry

Correct FY 2024 funds balance

Decrease Revenues

110-37110 \$ 30,255.00 Prior Year Revenue

Decrease Expenditures

110-42121-324 \$ 30,255.00 Police Dept - Detectives - Sexual Offender Registry

7) Adjust budget for sale of seized weapons

Correct FY 2024 funds balance

Decrease Revenues

110-37110 \$ 85,300.00 Prior Year Revenue

Decrease Expenditures

110-42141-320 \$ 85,300.00 Police-Seized Weapon proceeds-Operating Supplies

8) Adjust budget for Federal Equitable Sharing Agreement funds

Justice (DOJ) Funds

Decrease Revenues

110-37110 \$ 98,104.00 Prior Year Revenue

Decrease Expenditures

110-42160-800 \$ 98,104.00 Police Dept-Equitable Sharing - Reserves

Treasury (IRS) Funds

Decrease Revenues

110-37110 \$ 19,657.86 Prior Year Revenue

Decrease Expenditures

110-42161-800 \$ 19,657.86 Police Dept-Equitable Sharing - Reserves

9) Budget funds for retirement funding

Correct budget shortfall amount

Increase Revenues

110-37110 \$ 15,000.00 Prior Year Revenue

Increase Expenditures

110-41510-143 \$ 15,000.00 City Recorder's Office - Retirement

10) Budget funds to reserves to transfer to CFR

Correct budget shortfall amount

Increase Revenues

110-34225 \$ 1,169.00 Fire & EMA Services Charge

Increase Expenditures

110-42260-800 \$ 1,169.00 Fire Dept - Emergency Management - Reserves

11) Budget funds to reserves to transfer to CFR

Correct budget shortfall amount

Increase Revenues

110-34226 \$ 100.00 Fire Training Fees

Increase Expenditures

110-42240-800 \$ 100.00 Fire Dept - Emergency Management - Reserves

12) Budget tourism enhancement funds for art installations

Increase Revenues

110-37110 \$ 95,000.00 Prior Year Revenue

Increase Expenditures

110-41950-912 \$ 95,000.00 Tourism Enhancement - Site Development

13) Budget remainder of splash pad project budget

Increase Revenues

110-37110 \$ 340,500.00 Prior Year Revenue

Increase Expenditures

110-44410-931 \$ 340,500.00 Recreation-Administration - Park Improvements

14) Budget funds for special census project

Increase Revenues

110-37110 \$ 928,069.00 Prior Year Revenue

Increase Expenditures

110-41900-250 \$ 928,069.00 General City Admin - Professional Services

FY 2024 Budget Summary - AA#3

3/15/2024						
		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	\$1,079,515	\$60,398	\$0	\$0	\$0	\$1,139,913
Human Resources	\$253,588	\$30,365	\$0	\$0	\$0	\$283,953
General City Admin	\$2,195,546	\$7,606,197	\$4,887,279	\$2,110,830	\$0	\$16,799,852
Police	\$9,869,324	\$1,955,750	\$0	\$837,294	\$0	\$12,662,368
Fire	\$8,267,603	\$889,737	\$0	\$824,560	\$0	\$9,981,900
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	\$2,249,673	\$662,039	\$0	\$1,125,548	\$0	\$4,037,260
Total General Fund	\$29,980,689	\$13,487,478	\$4,887,279	\$7,511,856	\$0	\$55,867,303
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	\$1,807,767	\$2,245,178	\$75,993	\$760,094	\$0	\$4,889,032
Debt Service Fund	\$0	\$0	\$0	\$0	\$1,614,410	\$1,614,410
Capital Projects Fund	\$0	\$0	\$0	\$16,601,538	\$0	\$16,601,538
Wastewater (Sewer) Fund	\$3,778,059	\$5,303,476	\$0	\$109,924,954	\$3,906,934	\$122,913,423
Grand Total	\$35,566,516	\$23,089,109	\$5,078,272	\$135,137,804	\$5,521,344	\$204,393,044



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE:

1ST CONSIDERATION ON ORDINANCE NO. 4486 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING TAX MAP 89E GROUP F PARCELS 1.01 AND 1.02, LOCATED OFF MORNINGSIDE LANE, FROM CD-3L (NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT) TO CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) AND ESTABLISH APRIL 11, 2024, AS THE DATE OF PUBLIC HEARING - WARD 3

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

INFORMATION: The applicant requests rezoning of the subject property from CD-3L (Neighborhood Large Lot Character District) to CD-3 (Neighborhood Character District). The concept plan depicts single family lots on the four acres of property. The future land use map classification for the property is City Center Urban Village (CCUV). CD-3 is an appropriate implementing district for CCUV where the Planning Commission determines that it is compatible with the established land use pattern. The Planning Commission reviewed this request at the February 14, 2024 meeting and recommended approval by a vote of five to zero.

ATTACHMENTS: Ordinance No. 4486; Exhibit A; Exhibit B; Concept Plan; 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 89E GROUP F PARCELS 1.01 AND 1.02, LOCATED OFF MORNINGSIDE LANE, 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 properties herein described from CD-3L (Neighborhood Large Lot Character District) to CD-3 (Neighborhood Character District).

Section 2: Said properties to be rezoned, being Tax Map 89E Group F Parcels 1.01 and 1.02, located off Morningside Lane, 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 14th day of February, 2024, and after a public hearing held on the 11th day of April, 2024, with notice of said hearing being given in The Daily Herald of Columbia, Tennessee, fifteen (15) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6, the City Council makes the following specific findings:

- A. The proposed rezoning is in agreement with the Comprehensive plan and any applicable local area plans;

- B. It has been determined that the legal purposes for which zoning exists are not contravened; and
- C. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

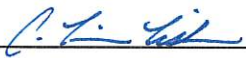
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 11th day of April, 2024.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____
Passed on 2nd consideration: _____

Send TAX Info to:
Rainey Pogue
P.O. Box 384
Columbia, TN
38402

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture made this 12 day of May 2021, between JACK H. POGUE, HEREINAFTER REFERRED TO AS "Grantor" and JACK H POGUE AS Trustee of the JACK H. POGUE LIVING TRUST, HEREINAFTER REFERRED TO AS "Grantee", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt whereof is acknowledged, have granted, bargained, and sold to Grantee, the Grantees' heirs, assigns, and successors forever, the following described land, situate, lying and being in Maury County, Tennessee, to-wit:

Being a 4.12 acre's track of land located in the 9th Civil District of Maury County, Tennessee.

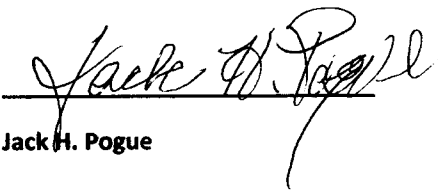
Property location: Morningside Lane, Columbia, Tennessee

Parcel ID/Tax ID: 089E F 001.01

Being the same property conveyed from James D. Patterson, Travis Sargent Patterson, Johnny D. Patterson and David Lee Patterson, to Jack H. Pogue, a one third undivided interest, and Jack H. Pogue, Trustee for Eric L. Pogue and Rainey J. Pogue a two-third undivided interest as tenants in common. and recorded in BK 753, PG's 110 & 111. Register's Office of Maury County, Tennessee.

A more complete description of metes and bounds for the property can be found as recorded in BK 753, PG' 110 and 111. Register's Office of Maury County, Tennessee.

In Witness Whereof, the said Grantor has set his hand the day and year first written above.


Jack H. Pogue

BK/PG: R2733/1478-1479	
21010383	
2 PGS:AL-QUITCLAIM DEED	
JANE BATCH: 248818	05/12/2021 - 03:16 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00
STATE OF TENNESSEE, MAURY COUNTY	
JOHN FLEMING	
REGISTER OF DEEDS	

Witness Name: Bonnie G. Hickman Witness Signature: Bonnie G. Hickman
Witness Name: Julie A Kirk Witness Signature: Julie A Kirk

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Tennessee)

County of MAURY)

On May 12, 2021 before me, a notary public in and for said state,
personally appeared Jack H Pogue, personally known to me (or
proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument and acknowledged to me that she/he executed the same in her/his
authorized capacity, and that by her/his signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Penny C Worley

Notary Public

My commission expires: 1-28-24

(NOTARIAL SEAL)

MAURY COUNTY REGISTER, STATE OF TENNESSEE Page 2 of 2
For we hereby certify that the actual Consideration for
the transfer of value of the property transferred whichever is
greater is \$ 0 which amount is equal to greater than
the amount value of the property transferred would command at
a run voluntary sale.

James J Pogue Affiant
Subscribed and sworn before me this 12 day of May 2021

John Fleming
by jj (DR)



OFFICIAL SEAL
JOHN FLEMING
REGISTER OF DEEDS
MAURY CO TN

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture made this 12 day of May, 2021, between JACK H. POGUE, TRUSTEE for Eric L. Pogue and Rainey J. Pogue, HEREINAFTER REFERRED TO AS "Grantor" and JACK H POGUE AS Trustee of the JACK H. POGUE LIVING TRUST, HEREINAFTER REFERRED TO AS "Grantee", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt whereof is acknowledged, have granted, bargained, and sold to Grantee, the Grantees' heirs, assigns, and successors forever, the following described land, situate, lying and being in Maury County, Tennessee, to-wit:

Property Address: Morningside Lane

Subdivision: Sunset Park

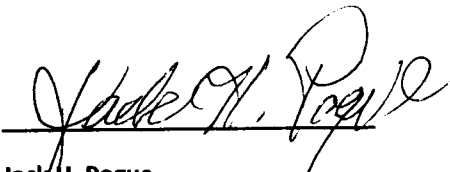
Parcel ID/Tax ID: 089E F 001.02

Located in the Ninth (9th) Civil District of Maury County, Tennessee.

This being the same property conveyed by Travis Sargent Patterson and wife, Shirly A. Patterson to Jack H. Pogue, Trustee for Eric L. Pogue and Rainey J. Pogue with the deed recorded on Book 755, Pages 623 and 624, Register's Office County of Maury, Tennessee.

A more complete description of the metes and bounds for the property can be found recorded in Book 755 Pages 623 and 624, Register's Office Maury County, Tennessee.

In Witness Whereof, the said Grantor has hereunto set his hand the day and year first written above.


Jack H. Pogue

BK/PG: R2733/1486-1487	
21010387	
2 PGS:AL-QUITCLAIM DEED	
JANE BATCH: 248818	05/12/2021 - 03:16 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00
STATE OF TENNESSEE, MAURY COUNTY	
JOHN FLEMING	
REGISTER OF DEEDS	

Witness Name: BONNIE G. HICKMAN Witness Signature: Bonnie G. Hickman
Witness Name: Luba A. Kerk Witness Signature: Luba A. Kerk

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of TENNESSEE

County of MAURY

On May 12, 2021 before me, a notary public in and for said state,
personally appeared Jack H Pogue, personally known to me (or
proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument and acknowledged to me that she/he executed the same in her/his
authorized capacity, and that by her/his signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Penny C Worley

Notary Public

My commission expires: 1.28.24

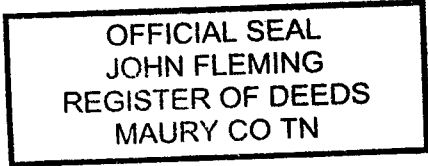
(NOTARIAL SEAL)

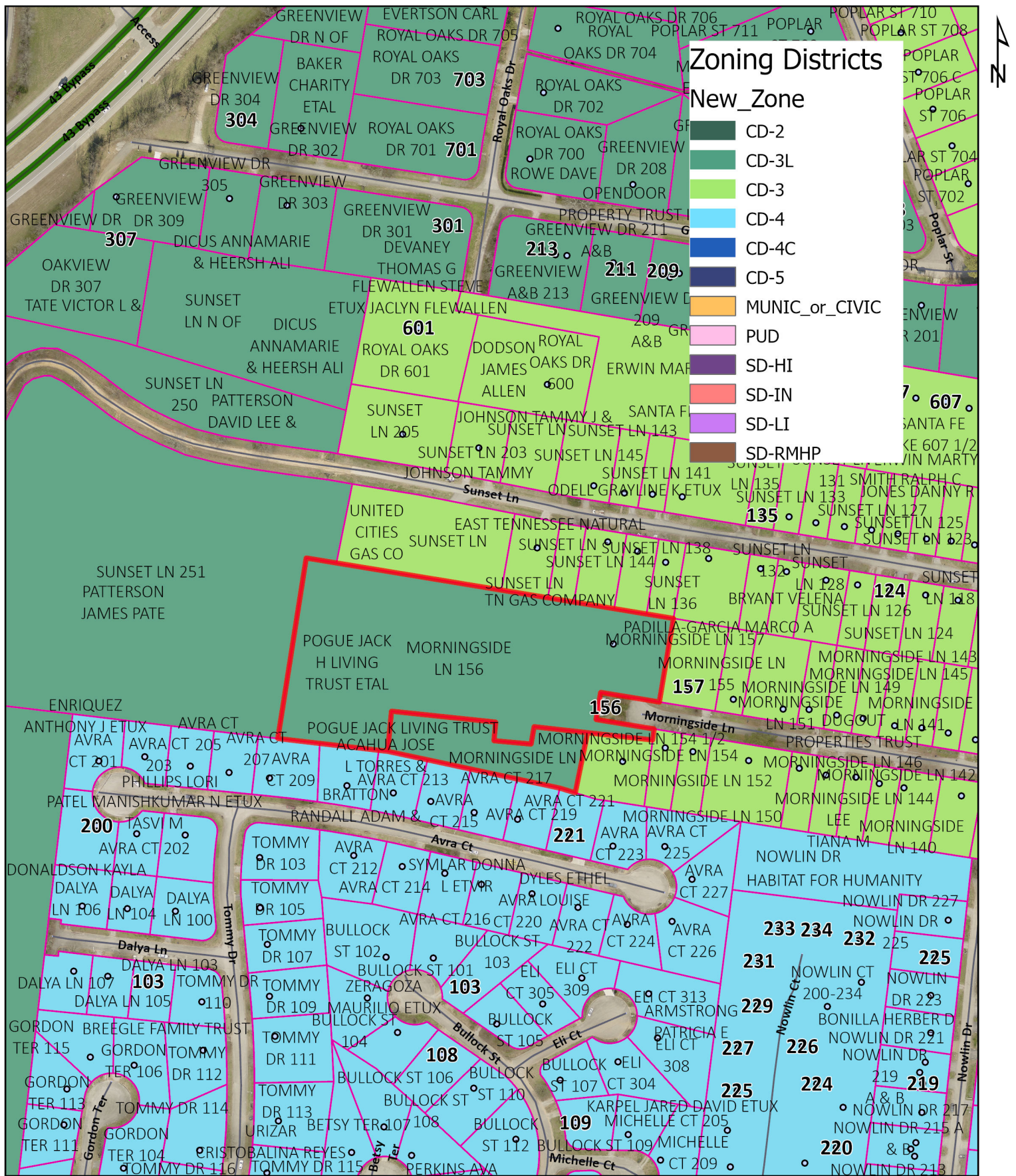
MAURY COUNTY REGISTER STATE OF TENNESSEE
For we hereby, certify that the actual Consideration for
this transfer of value of the property transferred whichever is
greater is \$ 0 which amount is equal to greater than
the amount which the property transferred would command at
the time of the transfer.
Jack H Pogue Affiant
Subscribed and sworn before me this 12 day of May 2021

Page 2 of 2



John Fleming
Leg JJ (PR)





Ordinance No. 4486 - Exhibit B

TM 89E Group F Parcels 1.01 & 1.02 Morningside Lane



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

Morningside Lane Rezoning

Project #:	23-0379	Location:	Map 89E F Parcel 1.01, 1.02
Applicant:	WES Engineers & Surveyors	Case Type(s):	Rezoning
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	Single Family Homes

PROJECT SUMMARY

The applicant requests to rezone a 4.28-acre property located near the current terminus of Morningside Lane from CD-3L (Neighborhood Large-Lot Character District) to CD-3 (Neighborhood Character District). The subject site is composed of two existing lots of record. The current zoning designation permits low density single-family residences. The requested zoning designation accommodates a medium density single-family residence. The concept provided by the applicant depicts development of the site for detached single family homes. The Zoning Ordinance permits two dwelling units per acre in CD-3L and four dwelling units per acre in CD-3. The Planning Commission previously recommended approval of rezoning to CD-4 (General Urban Neighborhood Character District).

- The DRC reviewed this proposal at its October 2023 meeting.
- The request is consistent with Connect Columbia, the City's comprehensive plan. The most appropriate implementing zones for the City Center Urban Village future land classifications are CD-4 and CD-5. However, CD-3 is appropriate where the Planning Commission determines that it is compatible with the established land use pattern.
- The concept plan generally indicates that it is possible to develop the site in conformity with the requested standards.
- Rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan; greater detail will be required at the time of any subsequent site development plan and preliminary plat.
- The concept plan depicts development of the infill site with a 550-foot extension of Morningside Lane beyond its current terminus.
- 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.

Morningside Lane Rezoning

Project #:	23-0379	Location:	Map 89E F Parcel 1.01, 1.02
Applicant:	WES Engineers & Surveyors	Case Type(s):	Rezoning
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	Single Family Homes

PROJECT SUMMARY

The applicant requests to rezone a 4.28-acre property located near the current terminus of Morningside Lane from CD-3L (Neighborhood Large-Lot Character District) to CD-4 (General Urban Character District). The subject site is composed of two existing lots of record. The current zoning designation permits low density single-family residences. The requested zoning designation accommodates a medium density mix of residential and commercial uses. The concept provided by the applicant depicts development of the site for detached single family homes. The Zoning Ordinance permits two dwelling units per acre in CD-3L and twelve dwelling units per acre in CD-4.

- The DRC reviewed this proposal at its October 2023 meeting.
- The request is consistent with Connect Columbia, the City's comprehensive plan.
- The concept plan generally indicates that it is possible to develop the site in conformity with the requested standards.
- Rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan; greater detail will be required at the time of any subsequent site development plan and preliminary plat.
- The concept plan depicts development of the infill site with a 550-foot extension of Morningside Lane beyond its current terminus.
- Although the subject property is not located in an Area of Change, the single-family standards of the CD-4 character district are compatible with the established pattern of the surrounding neighborhood. The development depicted in the concept plan effectively extends the Sunset Park Subdivision.
- At the request of staff, the applicant provided specific responses to some of the rezoning criteria.
- The Planning Commission is a **recommending body** for rezoning requests.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.

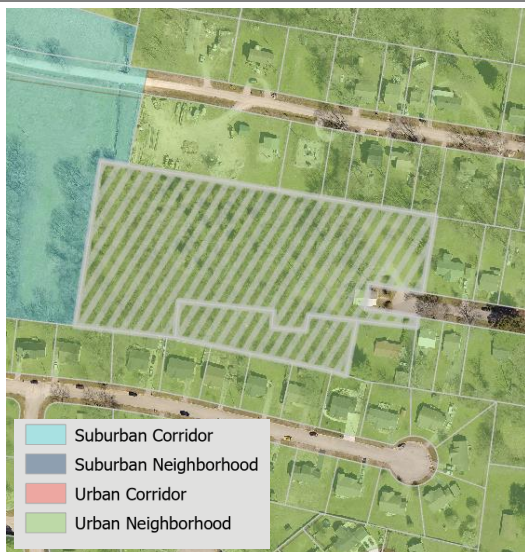


SITE INFORMATION

CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
CD-3L	Single Family	Single Family House	+/- 4.28 Acres



FUTURE LAND USE MAP



ZONING MAP



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	Urban Neighborhood	CD-3L	Single-Family
North	Urban Neighborhood	CD-3	Utility Facility/Single Family
South	Urban Neighborhood	CD-4	Single-Family
East	Urban Neighborhood	CD-3	Single-Family
West	Suburban Neighborhood	CD-3L	Single-Family

The subject property is currently vacant except for an unoccupied single-family home constructed in 1940. The property is located at the current terminus of Morningside Lane. It sits between a very large residential property to the west and medium density neighborhoods on the east, north, and south. One of the parcels bordering the property on the north contains a utility facility. The area is a mix of CD-3L, CD-3, and CD-4 zoned parcels. The future land use of the subject property and most adjacent properties is Urban Neighborhood. The current zoning in the immediate vicinity of the site is **not consistent** with Connect Columbia, except for the CD-4 section to the south. Although the current zoning of the immediately surrounding Sunset Park Subdivision is CD-3, and therefore inconsistent with the Future Land Use Map, the platted lots are generally 50' wide, conforming to the CD-4 standard.

CONSISTENCY WITH CONNECT COLUMBIA

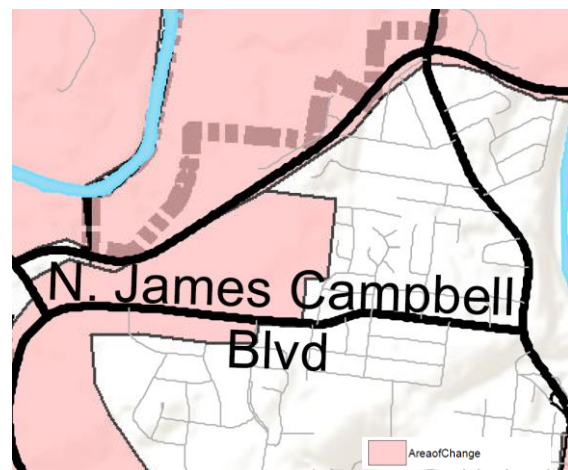
Urban Neighborhood: The future land use of the subject site is Urban Neighborhood. The Character Area is characterized by residential development and neighborhoods, with intermixed and compatible civic uses. The Future Land Use Plan indicates that “the general development pattern is defined by a single use activity on individual lots with a mixture of lot sizes” (Connect Columbia, p. 24). Future development should focus on context-responsive in-fill development that emphasizes connectivity and housing diversity. (Connect Columbia, p. 25). The future land use classification is implemented by the CD-4 and CD-5 character districts.

Urban Neighborhood

CHARACTER AREA MATRIX				
	Development Pattern	Zoning Category and Uses	Infrastructure	Design Standard
URBAN NEIGHBORHOOD	Is the property in an Area of Change? No: The development pattern is established. Changes to overall character of the area should rarely occur. Yes: The development pattern is evolving. Changes to area are likely as development occurs. New development should blend with existing, surrounding neighborhood assets.	Residential Uses Zoning Category: Low Density Residential, Medium High Residential, and High Residential Districts Public and Civic Uses Zoning Category: Religious Facilities, Government Facilities (low to medium impact), and Educational Facilities	Not in an Area of Change: Limited new services, with mostly in-fill enhancements to existing infrastructure. Within an Area of Change: Extensions to transportation, water, sewer, and other services should be expected. New service or extensive redevelopment of existing services should be vetted and reviewed by Planning Commission and City Council as a primary element of approval.	<u>Scale:</u> New dwellings and structures should aid in establishing the character of the area. <u>Architecture:</u> New developments or redevelopments should include a mix of architectural styles. Residential garages, if front-facing, should be recessed from the front façade of the structure. Civic use should respect the residential character, while providing architectural interest.

AREA OF CHANGE

The subject site **is not located** in an Area of Change (Connect Columbia Map 3). In 2017 the Planning Commission determined that the development pattern in the area was established and that changes to overall character of the area should rarely occur. The designation does not necessarily mean that any particular development proposal is inconsistent with Connect Columbia. It does mean that the Planning Commission should pause to ensure the context of the area surrounding the subject property is considered in the review process. (Connect Columbia p. 14).

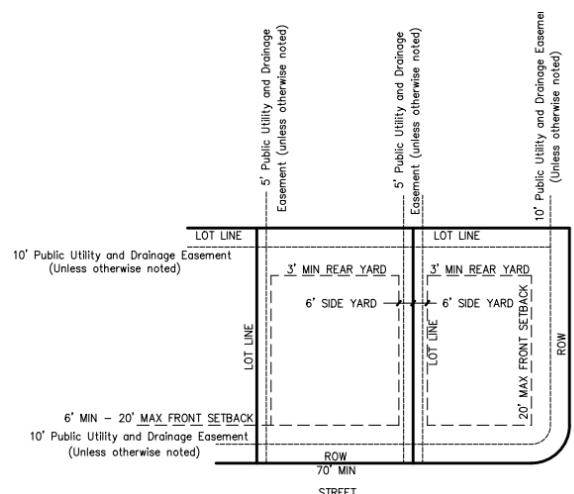


CONFORMITY WITH ZONING ORDINANCE

As required by § 8.5.19.F.3 of the Zoning Ordinance, the applicant provided a concept plan (i.e. “Sketch Development Plan”) demonstrating that it is possible to develop the property in conformity with the standards applicable to the requested zoning designation. Any site development plan/preliminary plat must conform to Zoning Ordinance 4400, adopted on July 14th, 2022. This request for rezoning simply establishes entitlements under the zoning ordinance, not a vested right to develop the site as depicted in the concept plan.

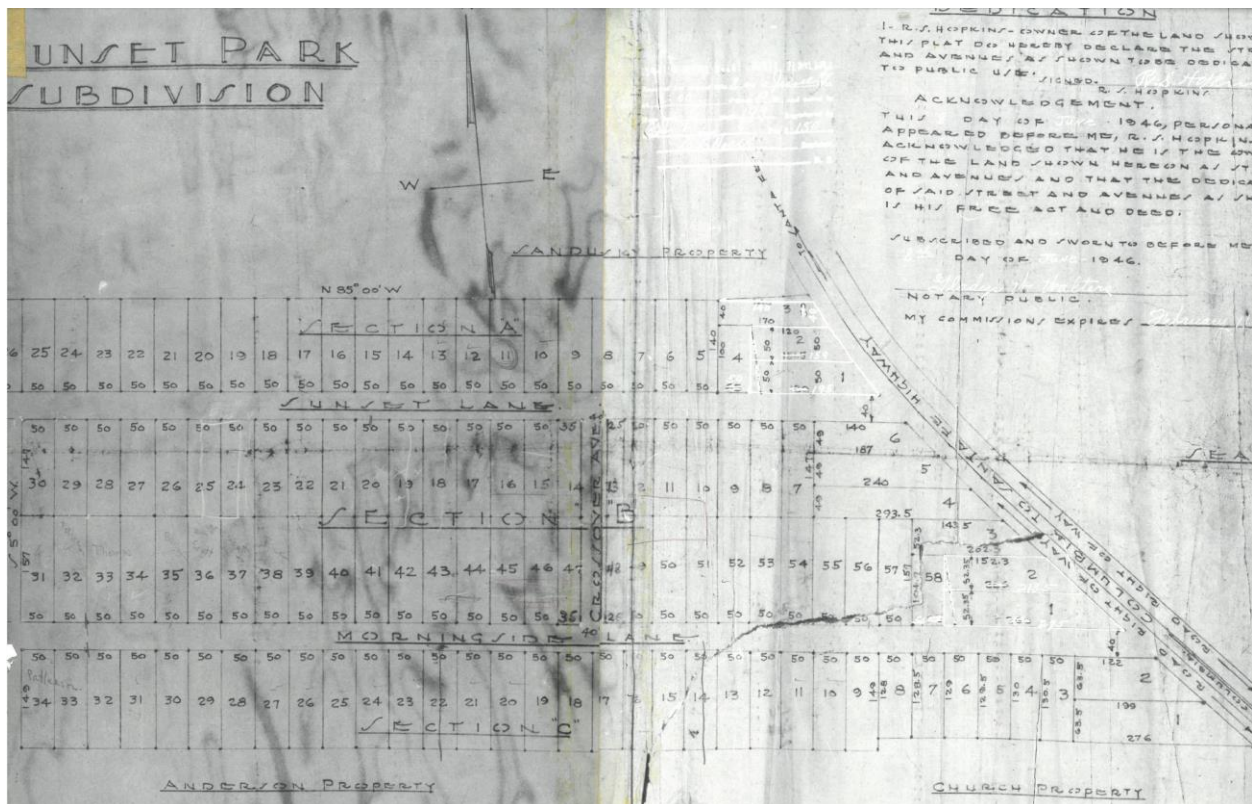
Lots, Building Sites & Bulk Standards

- **The concept plan depicts single family lots which generally conform to the CD-4 bulk standards listed in Table 4.3.1-D of the Zoning Ordinance.**
 - The Ordinance requires a minimum lot width of 50’ for a single family home.
 - The Ordinance prescribes setbacks of:
 - 6’ minimum and 20’ maximum front setback principal and secondary frontages;
 - 6’ side setback; and
 - 3’ rear setback, measured from the rear property line; or 15’ from the centerline of rear alley as applicable.
 - The applicant’s concept proposes the creation of eighteen lots which conform to the minimum lot width and could accommodate homes conforming to the setbacks.



Conceptual Lots Conform to CD-4 Standards

- **The CD-4 lot standards extend the established pattern of Columbia**
 - The concept plan depicts development of the infill site with a 550-foot extension of Morningside Lane beyond its current terminus.
 - The Sunset Park Subdivision established 50-foot wide lots enfronting Morningside Lane and Sunset Lane, which run parallel to each other.
 - The single-family standards of the CD-4 character district are compatible with the established pattern of the surrounding neighborhood. The development depicted in the concept plan effectively extends the Sunset Park Subdivision through the subject site.



The standards of the requested zone are compatible with the lot dimensions of the surrounding neighborhood as established by the 1946 Sunset Park Subdivision Plat

Other Standards

- Conformity with other requirements of the Ordinance, including tree preservation, Civic Space, and design prescriptions will be reviewed at the time of preliminary plat or building permit as applicable.

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its October 2023 meeting, as directed by **§8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package.

Section **8.5.19** of the Zoning Ordinance directs the Planning Commission to review and make a recommendation on all proposed changes to the Official Zoning Map. The Planning Commission is the recommending body for rezonings under **§ 8.3.3.B.3** of the Zoning Ordinance.

Section **8.5.19.H.4** of the Zoning Ordinance establishes the review criteria for approval of all changes to the Official Zoning Map:

- a. The Rezoning is consistent and not in conflict with the Comprehensive Plan or other applicable approved local plans for the area;*
- b. It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5 [are not contravened];¹*
- c. It has been determined that there will be no adverse effect upon Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;*
- d. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public;*
- e. It has been determined that conditions affecting the area have changed to a sufficient to warrant the Zoning Map Amendment or that the existing zoning of the property was the result of a mistake;*
- f. It has been determined that adequate school, road, parks, wastewater treatment, water supply, and stormwater drainage facilities are available*

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

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

- **Planning** asked the applicant to provide a narrative response to criterion **8.5.19.H.4(e)** explaining why the applicant believes conditions affecting the area have changed sufficiently to warrant the Zoning Map Amendment. This request is intended to aid the Planning Commission in its analysis of the requested change to zoning map.

¹ Ordinance 4400 contains this incomplete sentence. The previous ordinance contained a nearly identical list of criteria at § 3.18.7.B. The corresponding criterion in Ordinance 3638 read "the legal purposes for which zoning exists are not contravened."

- Planning requested a legal description of the smaller of the two parcels which compose the subject site.
- Planning also made a number of advisory comments. Specifically, planning staff noted that the design of homes for the lots will need to conform to the CD-4 standards at the time of building permit.
- Planning also advised the applicant to prepare to answer questions from the Commission and the community related to compatibility and character.
- **Wastewater** noted that sewer upgrades may be required at the time Site Development Plan and Preliminary Plat.
- Columbia Water System's (CPWS) consultant (Inflow) noted that water is available for the site and that a water availability letter was issued on September 15th.

COMMENTARY FROM PROFESSIONAL PLANNING STAFF

The requested CD-4 zoning is consistent with Connect Columbia. The subject site's future land use classification is Urban Neighborhood. The future land use classification is implemented by the CD-4 and CD-5 character districts, as well as PUDs.

Conditions affecting the area may have changed to a sufficient degree to warrant the Zoning Map Amendment. The comprehensive plan and the zoning ordinance encourage infill development. The subject property is located well inside the urbanized area of Columbia with existing services. The lot standards of the requested character district mimic the pattern of residential development established in 1946. The proposed rezoning allows the development of the property in a manner consistent with the comprehensive plan and compatible with adjacent residential properties.

SAMPLE MOTIONS

Approve:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed rezoning [*subject to technical comments and other conditions presented by planning staff*].

Approve Subject to Conditions:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance have been satisfied and recommend approval of the proposed rezoning, subject to the following conditions: [*list conditions of approval crafted by Planning Commission*].

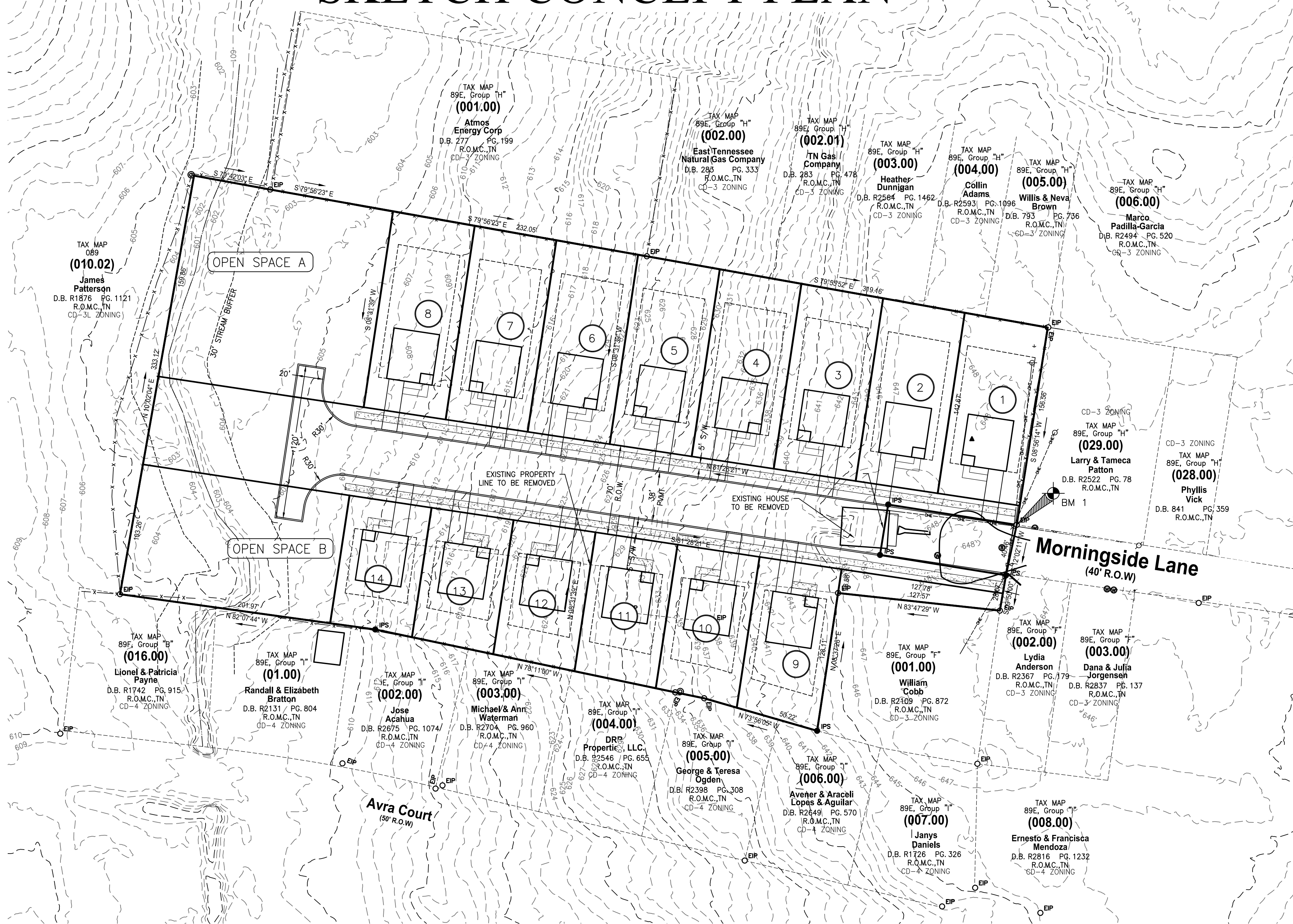
Deny:

Move to recommend denial of the requested rezoning having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section **8.5.19.H** of the City of Columbia Zoning Ordinance are not satisfied [*list specific reasons for denial*].

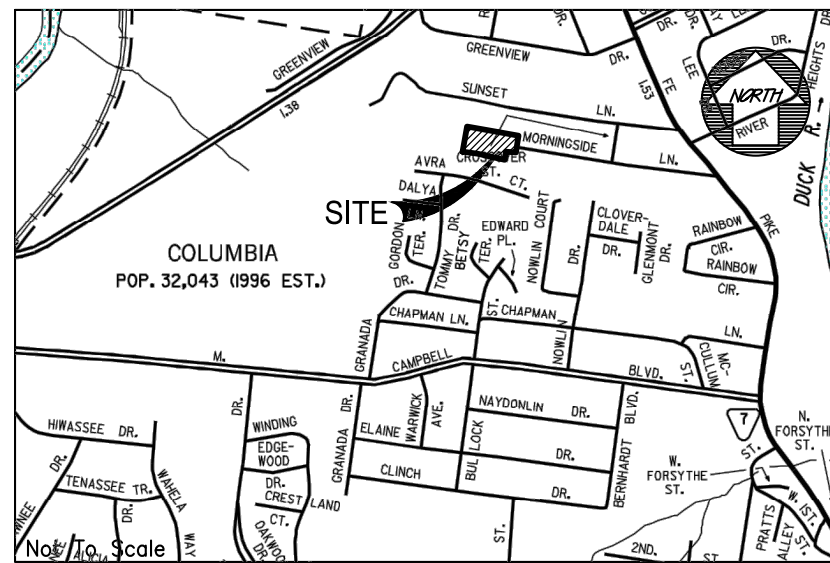
Defer:

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

SKETCH CONCEPT PLAN



Location Map



SITE DATA:

OWNER: JACK POGUE, TRUSTEE
P.O. BOX 384
COLUMBIA, TN 38402

PARCEL NUMBER: TAX MAP 89E, GRP F, PARCEL 01.01
DEED BOOK: R2733, PG 1478

SUBJECT PARCEL ZONING: REQUEST CD-3, CURRENT CD-3L

ACREAGE OF SITE: 4.78 ACRES
(PROPOSED 47,745.95 S.F. - 1.10 Ac.
RIGHT OF WAY DEDICATION)

MINIMUM REQUIRED BUILDING SETBACKS:
6' MIN - 20' MAX FRONT
3' MIN - REAR
6' MIN - SIDE

UTILITY SERVICES:
WATER SERVICE
COLUMBIA POWER & WATER SYSTEMS
201 PICKENS LANE
COLUMBIA, TENNESSEE 38401
(931) 388-4833

ELECTRIC SERVICE
COLUMBIA POWER & WATER SYSTEMS
201 PICKENS LANE
COLUMBIA, TENNESSEE 38401
(931) 388-4833

PURPOSE NOTE: CONSTRUCT 548.54 L.F. OF ROADWAY AND
PROVIDE 18 RESIDENTIAL LOTS.

NOTES:

- INSTALLATION OF HVAC EQUIPMENT IN P.U.D.E.'s WITH
BURIED PIPES IS PROHIBITED.
- ALL DRAINAGE SWALES AND BERMS TO BE MAINTAINED BY
INDIVIDUAL HOMEOWNERS.

BENCHMARK

BENCHMARK #1
IRON PIN
ELEV = 647.69'
N = 474.645.74
E = 1,657.815.38
TENNESSEE COORDINATE
SYSTEM OF 1983
NAVD 88

WARNING! UTILITY LINES!

THE CONTRACTOR WILL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND OVERHEAD AND UNDERGROUND UTILITY WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF OVERHEAD OR UNDERGROUND SERVICES, THE UTILITY COMPANY SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES TAKEN. A THOROUGH EXAMINATION OF THE OVERHEAD WIRES IN THE PROJECT AREA SHOULD BE MADE BY THE CONTRACTOR PRIOR TO THE INITIATION OF CONSTRUCTION. THE UNDERGROUND UTILITY LINES HAVE BEEN SHOWN AS BEST AS CAN BE DETERMINED AT THIS TIME FROM THE INFORMATION OBTAINED FROM THE SURVEY. THE CONTRACTOR SHALL CONTACT EACH OF THESE COMPANIES PRIOR TO BEGINNING CONSTRUCTION AND HAVE THEM DETERMINE THE EXACT LOCATION AND TYPE OF THEIR SERVICES.

LEGEND

EXISTING PROPOSED

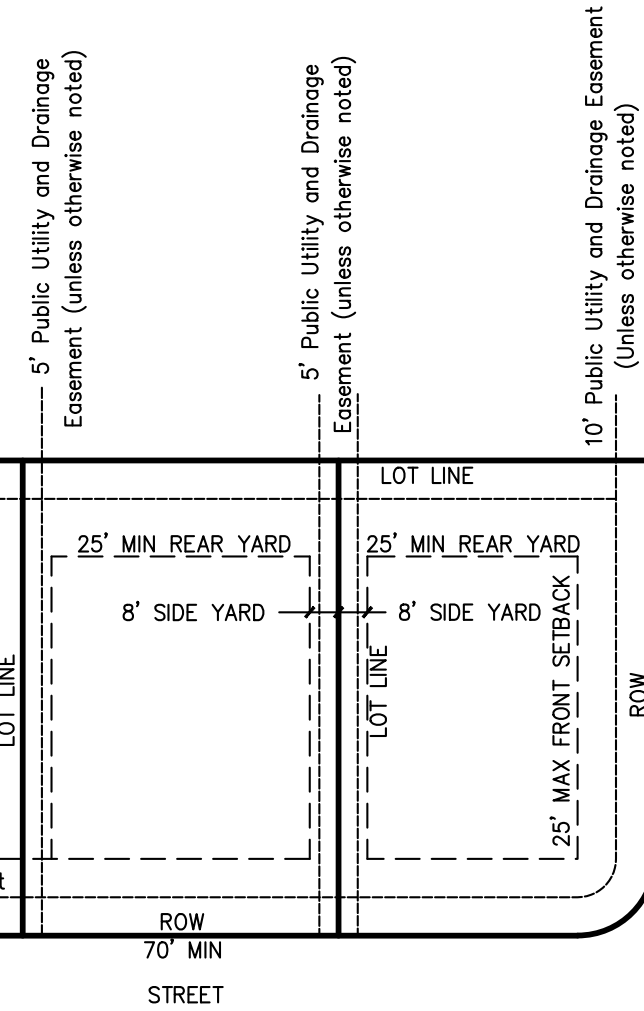
WATER MAIN
SANITARY SEWER
STORM SEWER
OVERHEAD FENCE
GAS
DRAINAGE DITCH
TREE PROTECTION FENCE
SIDE
UTILITY POLE
IRON PIN SET
EXISTING IRON PIN
CONCRETE MONUMENT
DECIDUOUS TREE
GATE VALVE IN BOX
LIGHT POLE
BENCHMARK

TREE LINE
STORM STRUCTURE LABEL
ASPHALT
CONCRETE
PARKING SPACES

14

10' Public Utility and Drainage Easement
(Unless otherwise noted)

25' MAX FRONT SETBACK
10' Public Utility and Drainage Easement
(Unless otherwise noted)



SUBDIVISION
TYPICAL LOT LAYOUT

LOT AREA TABLE

LOT #	AREA S.F.	AREA AC.
1	7,171.2	0.16
2	7,167.1	0.16
3	7,234.4	0.17
4	7,261.7	0.17
5	7,368.9	0.17
6	7,436.2	0.17
7	7,503.4	0.17
8	7,570.3	0.17
9	7,637.2	0.18
10	7,704.1	0.18
11	7,771.0	0.18
12	6,229.7	0.14
13	5,913.4	0.14
14	5,708.2	0.13
15	5,584.1	0.13
16	5,419.7	0.12
17	5,275.3	0.12
18	5,150.9	0.12

OPEN SPACE

OPEN SPACE	AREA S.F.	AREA AC.
A	20,608.5	0.47
B	20,931.0	0.48

OPEN SPACE NOTE:

ALL OPEN SPACE AREA IS TO BE MAINTAINED BY THE
HOMEOWNERS ASSOCIATION, CREATED FOR THE PURPOSE OF
MAINTAINING ALL COMMON OPEN SPACE AND GROUNDS
INCLUDING THE DETENTION AREAS SHOWN ON THIS PLAN.

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

GEOTECHNICAL NOTE:

CONTRACTOR TO COMPLETE A GEOTECHNICAL STUDY CONDUCTED ON THIS SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE DESIGN FOR THE SITE IMPROVEMENTS SHOWN ON THIS PLAN HAVE RELIED ON GENERAL INFORMATION FROM FIELD REVIEW OF EXISTING TERRAIN. IF, IN THE PURSUIT OF THIS WORK BY THE CONTRACTOR, CONDITIONS OR CIRCUMSTANCES ARE ENCOUNTERED THAT ARE DIFFERENT THAN REFLECTED IN THESE PLANS OR THAT APPEAR TO IMPACT THE SCOPE OF THE WORK, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE CIVIL ENGINEER, THE GEOTECHNICAL ENGINEER AND THE OWNER/DEVELOPER BEFORE ANY REMEDIAL COURSE OF ACTION OR DESIGN CHANGE IS INITIATED. ALL PARTIES TO THE PROCESS (OWNER, CIVIL ENGINEER, GEOTECHNICAL ENGINEER, AND CONTRACTOR) MUST BE IN AGREEMENT AND THE MAGNITUDE OF THE COST/TIME REQUIRED FOR THE MEASURES ESTABLISHED.

SITE BENCHMARK NOTE:

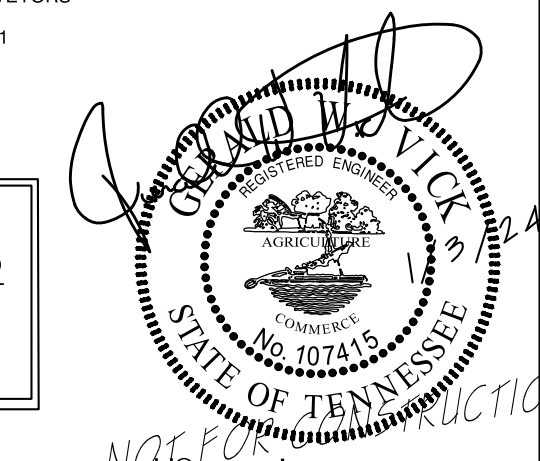
CONTRACTOR SHALL ESTABLISH A BENCHMARK PRIOR TO CONSTRUCTION. EXISTING BENCHMARK MUST BE RE-VERIFIED AND APPROVED BY THE ENGINEER/SURVEYOR PRIOR TO USE.

BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED BY:

W.E.S. ENGINEERS AND SURVEYORS
2486 NASHVILLE HWY
COLUMBIA, TENNESSEE 38401
(931) 388-2329

FLOOD STUDY NOTE:

A PORTION OF THE PROPERTY IS LOCATED WITHIN A FLOOD
HAZARD AREA AS PER FEDERAL EMERGENCY MANAGEMENT
AGENCY FLOOD INSURANCE RATE MAPS (FIRM) MAP
NUMBER 47117C0120E DATED APRIL 16, 2007.



SUBMITTED FOR MUNICIPAL APPROVAL
NOT FOR CONSTRUCTION

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WES E ENGINEERS & SURVEYORS
CIVIL ENGINEERS & LAND SURVEYORS
2486 NASHVILLE HIGHWAY
COLUMBIA, TN 38401
PHONE: (931) 388-2329
www.wesengineers.com

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CIVIL ENGINEERS & LAND SURVEYORS
2486 NASHVILLE HIGHWAY
COLUMBIA, TN 38401
PHONE: (931) 388-2329
www.wesengineers.com

Client
RAINEY POGUE
P.O. BOX 384
COLUMBIA, TN 38402
931-215-1299

REVISIONS	DATE	COMMENTS
ADRESSED STAFF	10/12/23	
Revised to Demonstrate	1/3/24	CD-3

POGUE CONCEPT SKETCH

MORNINGSIDE LANE
COLUMBIA, MAURY COUNTY, TENNESSEE

SKETCH PLAN

Drawn: RP	Checked: CV	Approved: CV	Date: 9/28/23
Scale: 1"=50'	Vertical: 1"=50'	Horizontal: 1"=50'	

MP-1



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. 4492 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING REFERENCES TO CONNECT COLUMBIA, THE COMPREHENSIVE PLAN, IN ARTICLES 3 AND 4; DEFINITIONS IN ARTICLE 9; REZONING PROCESSES AND CRITERIA IN ARTICLE 8; AND CORRECTING SCRIVENER ERRORS THROUGHOUT THE ORDINANCE AND ESTABLISH APRIL 11, 2024, AS THE DATE OF PUBLIC HEARING - CITYWIDE

RECOMMENDATION: Approve Ordinance No. 4492 on first consideration and establish April 11, 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 better correlation to the updated comprehensive plan, processes and criteria concerning rezoning along with simple editorial corrections. The Planning Commission reviewed this request at the February 14, 2024 meeting and recommended approval by a vote of five to zero.

ATTACHMENTS: Ordinance No. 4492; Exhibit A; Exhibit B; Staff Report.

AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING REFERENCES TO CONNECT COLUMBIA, THE COMPREHENSIVE PLAN, IN ARTICLES 3 AND 4; DEFINITIONS IN ARTICLE 9; REZONING PROCESSES AND CRITERIA IN ARTICLE 8; AND CORRECTING SCRIVENER ERRORS THROUGHOUT THE ORDINANCE

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 14th day of February 2024, the Planning Commission reviewed and recommended specific changes in accordance to Section 8.5.18, to the Zoning Ordinance regarding references to Connect Columbia, the comprehensive plan, in Articles 3 and 4; Definitions in Article 9; rezoning processes and criteria in Article 8 and correcting scrivener errors in same. Exhibits A and B showing such changes are attached hereto and are incorporated herein by reference. Said recommendations are being considered after a public hearing held on the 11th day of April, 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 regarding references to Connect Columbia, the Comprehensive Plan, in Articles 3 and 4; Definitions in Article 9; rezoning processes and criteria in Article 8 and correcting scrivener errors throughout the Ordinance; pursuant to exhibits A and B showing such changes which are attached hereto and are incorporated herein by reference.

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 11th day of April, 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

TABLE 3.7.1 District Descriptions (p. 36 – 39)

Districts

CD-2 (Rural)

The CD-2 Rural Character District consists of large-lot semi-rural estates, open spaces, and legacy agricultural operations~~sparingly settled, primarily agricultural or in~~ low density single-family detached Residential areas. ~~Typical buildings include farmhouses and agricultural buildings.~~ CD-2 is an appropriate District for the Rural Countryside-Transition and Hillside & Natural Spaces future land use Character Areas described in the Comprehensive Plan.

CD-3L (Neighborhood-Large Lot)

The CD-3L Neighborhood Large Lot Character District consists of primarily a low density single-family detached Residential area in which ~~Estate Houses and Houses are~~ is the predominant Building Types. It has large lots, medium to deep front Setbacks and medium to wide side Setbacks. Its Thoroughfares and Internal Drives have curbs and may include Sidewalks and/or street trees, and form medium to large blocks. CD-3L is an appropriate District for the ~~Suburban Neighborhood~~ Suburban Neighborhoods future land use Character Area described in the Comprehensive Plan.

These changes to the district descriptions correspond to the 2023 update of Connect Columbia, the Comprehensive Plan.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

CD-3 (Neighborhood)

The CD-3 Neighborhood District consists of primarily a low density single-family detached Residential area in which ~~Cottages and~~ Houses are the predominant Building Types. It has medium to deep front Setbacks and medium to wide side Setbacks. Its Thoroughfares and Internal Drives have curbs and may include Sidewalks and/or street streets, and form medium to large blocks. CD-3 is an appropriate District for the Suburban Neighborhoods and Future Land Use Character Area, the Tom Hitch Special Area, and the Bear Creek Pike "Node" Special Area described in the Comprehensive Plan; it is also be appropriate for the City Center Urban Village Future Land Use Character Area where the Planning Commission determines that it is compatible with the established land use pattern in the surrounding area.

CD-3 is most appropriate for the Suburban Neighborhoods FLU Character Area; however, the Planning Commission may determine that it is appropriate within the City Center Urban Village FLU Character Area where compatible with established land use pattern.

CD-4 (General Urban)

The CD-4 General Urban Character District consists of a medium density area that has a mix of Building Types and primarily Residential, Retail / Personal Service / Artisan, Office, Lodging and Civic Uses; ~~there are~~ medium, narrow or no front Setbacks and narrow to medium side Setbacks; it has variable private landscaping; and it has Thoroughfares and Internal Drives with curbs, Sidewalks and trees that define medium-sized blocks. CD-4 is an appropriate District for the City Center Urban Village Future Land Use~~Urban Neighborhood Character Area, the Employment Character Area, the Tom Hitch Special Area, the Industrial Road Special Area, the Bear Creek Pike "Node" Special Area, and the Interstate Gateway Special Area~~ as described in the Comprehensive Plan.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

CD-4C (General Urban-Corridor)

The CD-4C General Urban - Corridor Character District consists of a medium density area along a corridor. It provides for a balanced automobile- and pedestrian- oriented built environment and a mix of Building Types and primarily Residential, Retail / Personal Service / Artisan, Office, Lodging and Civic Uses; there are ~~medium, narrow or no front~~ Setbacks and narrow to medium side variable Setbacks; it has variable private landscaping; and it has Thoroughfares and Internal Drives with curbs, Sidewalks and trees that define medium-sized blocks. CD-4C is an appropriate District for parcels identified as Facilitate or Activate on the Areas of Change map of the Comprehensive Plan, which have access onto a public right-of-way classified as principal arterial or minor arterial in the Transportation element of the Plan and are located in the Suburban Neighborhoods and City Center Urban Village Future Land Use Corridor ~~Character Areas, the Employment Character Area, the Urban Corridor Character Area, the Tom Hitch Special Area, the Bear Creek Pike "Node" Special Area the Neapolis Special Area~~ described in the Comprehensive Plan.

The appropriateness of CD-4C will be determined by the Areas of Change policy and the functional classification of roadways.

CD-5 (Urban Center)

The CD-5 Urban Center Character District consists of medium to higher density Mixed Use areas. It has a tight network of Thoroughfares and Internal Drives with side Sidewalks, street lights and regular tree spacing, defining medium-sized blocks. Buildings are set close to the Sidewalks. CD-5 is an appropriate District for the ~~Urban Neighborhood~~ City Center Urban Village Future Land Use ~~Character Area, the Center Character Area, the Inner Core~~

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

~~(Downtown) Special Area, and the Neapolis Special Area~~ described
in the Comprehensive Plan.

CD-5C (Urban Center - Corridor)

The CD-5C Urban Center-Corridor Character District consists of
higher density Mixed Use areas along a corridor. It provides for
a balanced automobile- and pedestrian- oriented built
environment, a mix of Building Types and primarily has a tight
network of Thoroughfares and ~~Internal~~ Internal Drives with side
Sidewalks, street lights and regular tree spacing, defining
medium-sized blocks. Buildings are set close to the Sidewalks.
CD-5C is limited to parcels identified as Activate on the Areas of
Change map of the Comprehensive Plan which have access to a
Principal Arterial identified in the Transportation Plan~~an~~
~~appropriate District for the Urban Corridor Character Area, the~~
~~South Central (James Campbell) Special Area, and the Neapolis~~
~~Special Area~~ located in the City Center Urban Village Character Area
described in the Comprehensive Plan.

*The CD-5C is currently a
"floating zone." No
properties are currently
zoned CD-5C.*

*Corrects a scrivener's
error in the text.*

SD-MHP (Manufactured Home Park)

This District is designed to provide suitable areas for Manufactured
Home Parks where sufficient urban facilities are available prior to
Development. Manufactured Homes and Buildings necessary to
support the Residential occupancy of Manufactured Homes are
permitted. This District is intended also to permit community
facilities and public utility installations that are necessary to service
specifically the residents of this District, or which are benefited by
and compatible with a Residential environment. SD-MHP is
appropriate for the Suburban Neighborhoods future land use
character area described in the Comprehensive Plan.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

SD-INT (Interstate)

This District is designed to provide space along I-65 to serve the needs of the motoring public. Automobile and other vehicular service establishments, transient sleeping accommodations, and eating and drinking establishments primarily characterize this District. Appropriate locations for this District are along I-65 in an environment of general Commercial and Mixed Use activity. Due to the high traffic volumes and general incompatibility between some of the Uses permitted within this District and those in CD-3L and CD-3 areas, this District shall not be located in or Adjacent to a CD-3L or CD-3 District. The SD- INT Special District is an appropriate District for the Technology Employment Center future land use Character Area ~~Interstate Gateway Special Area~~ described in the Comprehensive Plan. SD-INT is limited to parcels within 3,960 feet of an Interstate, Freeway, or other limited access highway identified in the Transportation element of the Plan.

SD-LI (Light Industrial)

This District is intended to provide space for a wide range of wholesale trade, warehousing of a wide variety of products or materials, manufacturing processes, and industrial and related uses that conform to a high level of performance criteria and have few objectionable characteristics. All operations must be carried on within completely enclosed Buildings, thus providing a standard of Development that removes most adverse characteristics that affect neighboring properties. This District may provide a buffer between other Districts and other industrial activities that have more objectionable influences. This District may require types of Structures and have Uses and other characteristics that cannot be

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

facilitated in other Districts. New Residential Development, Commercial establishments, Retail establishments, personal service Uses, and community facilities and utilities, are permitted, as well as additional Uses that provide needed complementary services or are necessary for the general community welfare. SD-LI is an appropriate District for Technology Employment Center ~~future land use Character Area portions of the Industrial Road Special Area~~ described in the Comprehensive Plan.

SD-HI (Heavy Industrial)

This District is intended to provide suitable areas for intense or potentially noxious Industrial operations, including open land operations. It is specifically intended that all newly created Districts be so located and Buffered as to prevent possible negative impact upon Adjacent land and Uses. SD-HI is an appropriate District for Technology Employment Center future land use Character Area ~~portions of the Industrial Road Special Area~~ described in the Comprehensive Plan.

PUD-R (Residential)

This District ~~is to allow for~~ permits utilization of the Planned Unit Development process under ~~TSA~~ TCA Section 13-4-310, implementation of the Comprehensive Plan, and review and approval of a Master PUD Development Plan that complies with these standards and establishes them and other standards as entitlements for a property, including a customized combination of permitted Uses, Building Types, Private Frontage Types, Setbacks and Yards, and Thoroughfares and Internal Drives.

Scriveners errors misidentify TCA (Tennessee Code Annotated) at ten locations in the Ordinance. Two of them are corrected here. The others will be addressed in later updates to the Zoning Ordinance.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

Specifically, this District is intended for predominantly Residential areas on sites ~~where there are~~with sufficient existing infrastructure, services, and utilities available for a proposed Development. Development in this District (a) is walkable and provides a diverse mixture of housing choices and Building Types, (b) is necessary to implement and is consistent with the Comprehensive Plan, (c) cannot under any circumstances, plan, or design conform to one or more of the other Districts and standards therefor due to its necessary and intrinsic Uses or size or form, (d) provides an innovative plan and design, (e) is harmonious with and respects the land use, character, and natural or man-made features of both the subject property and Adjacent property, (f) promotes quality and environmentally sensitive planning and design by taking advantage of special site characteristics, locations and land uses, (g) provides Civic Space, (h) is the best use of the site consistent with the goals of protecting and enhancing the natural environment. There are specific Development standards provided for this District, which may be supplemented by additional standards approved as part of the applicable Final Master PUD Development Plan. The Planning Commission may determine that a specific PUD-R Master Plan is consistent with the future land use map of the Comprehensive Plan.

PUD-MU (Mixed Use)

This District ~~is to allow for~~permits utilization of the Planned Unit Development process under ~~TSA~~TCA Section 13-4-310, implementation of the Comprehensive Plan, and review and approval of a Master PUD Development Plan that complies with these standards and establishes them and other standards as entitlements for a property, including a customized combination of

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

permitted Uses, Building Types, Private Frontage Types, Setbacks and Yards, and Thoroughfares and Internal Drives.

Specifically, this District is intended for Commercial, Office, Mixed Use, and Multifamily Uses on sites ~~where there are~~with sufficient existing infrastructure, services, and utilities available for a proposed Development. Development in this District (a) is walkable and provides a diverse mixture of housing choices and Building Types, (b) is necessary to implement and is consistent with the Comprehensive Plan, (c) cannot under any circumstances, plan, or design conform to one or more of the other Districts and standards therefor due to its necessary and intrinsic Uses or size or form, (d) provides an innovative plan and design, (e) is harmonious with and respects the land use, character, and natural or man-made features of both the subject property and Adjacent property, (f) promotes quality and environmentally sensitive planning and design by taking advantage of special site characteristics, locations and land uses, (g) provides Civic Space, (h) is the best use of the site consistent with the goals of protecting and enhancing the natural environment. There are specific Development standards provided for this District, which may be supplemented by additional standards approved as part of the applicable Final Master PUD Development Plan. The Planning Commission may determine that a specific PUD-MU Master Plan is consistent with the future land use map of the Comprehensive Plan.

PUD-RES

PUD-C

PUD-OP

PUD-VC

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

229 PUD-I
230 PUD-B1 Per applicable approved Master PUD
231 PUD-B3 Development Plan
232 PUD-CEG
233 PUD-CRS
234 PUD-GRS
235 PUD-R1
236 PUD-R2
237 PUD-R6
238 PUD-RM1
239 PUD-RM2
240 PUD-RS6
241 PUD-RS10
242
243 **CV (Civic District)**
244 Civic District (CV) is assigned to areas designated for Civic purposes.
245 These may be Open Space of one or more Civic Space Types
246 allowed within or Adjacent to any specific Character District or
247 Special District, as well as sites dedicated to significant Buildings to
248 be used for Civic purposes, such as City Halls, Post Offices, Libraries,
249 Places of Assembly, Places of Worship, and community centers.
250 This district is appropriate to all future land use Character Areas
251 described in the Comprehensive Plan as determined by the
252 Planning Commission.
253

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

TABLE 4.3.1-A District Standards (p. 46)

Rural Character District

1 The CD-2 Rural Character District consists of large-lot semi-rural
2 estates, open spaces, and legacy agricultural operations~~sparingly~~
3 ~~settled, primarily agricultural or in~~ low density single-family
4 detached Residential areas. ~~Typical buildings include farmhouses~~
5 ~~and agricultural buildings.~~ CD-2 is an appropriate District for the
6 Rural ~~Countryside~~ Transition and Hillside & Natural Spaces future
7 land use Character Areas described in the Comprehensive Plan.

These changes to the district descriptions correspond to the 2023 update of Connect Columbia, the Comprehensive Plan.

TABLE 4.3.1-B District Standards (p. 56)

Neighborhood Large Lot Character District

8 The CD-3L Neighborhood Large Lot Character District consists of
9 primarily a low density single-family detached Residential area in
10 which House is the predominant Building Type. It has large Lot or
11 Building Sites, medium to deep front Setbacks and medium to wide
12 side Setbacks. Its Thoroughfares and Internal Drives have curbs and
13 may include Sidewalks and/or street trees, and form medium to
14 large blocks. CD-3L is an appropriate District for the Suburban
15 Neighborhoods future land use ~~Suburban Neighborhood~~ Character
16 Area described in the Comprehensive Plan.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

TABLE 4.3.1-C District Standards (p. 66)

Neighborhood Character District

17 The CD-3 Neighborhood District consists of primarily a medium
18 density single-family detached Residential area in which House is
19 the predominant Building Types. It has medium to deep front
20 Setbacks and medium to wide side Setbacks. Its Thoroughfares
21 have curbs and may include Sidewalks and/or street trees, and
22 form medium to large blocks. CD-3 is an appropriate District for the
23 Suburban Neighborhoods Future Land Use Character Area, ~~the~~
24 ~~Tom Hitch Special Area, and the Bear Creek Pike "Node" Special~~
25 ~~Area described~~ Area described in the Comprehensive Plan; it is also
26 be appropriate for the City Center Urban Village Future Land Use
27 Character Area where the Planning Commission determines that it
28 is compatible with the established land use pattern in the
29 surrounding area .

TABLE 4.3.1-D District Standards (p. 76)

General Urban Character District

30 The CD-4 General Urban Character District consists of a medium
31 density area that has a mix of Building Types and primarily
32 Residential, Retail / Personal Service / Artisan, Office, Lodging and
33 Civic Uses; there are medium, shallow or no front Setbacks and
34 narrow to medium side Setbacks; it has variable private
35 landscaping; and it has Thoroughfares and Internal Drives with
36 curbs, Sidewalks and trees that define medium-sized blocks. CD-4
37 is an appropriate District for the City Center Urban Village Future
38 Land Use ~~Urban Neighborhood Character Area, the Employment~~
39 ~~Character Area, the Tom Hitch Special Area, the Industrial Road~~

Proposed Zoning Text Amendment

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~~Deletions are Strikethrough~~

~~Special Area, the Bear Creek Pike “Node” Special Area, and the~~
~~Interstate Gateway Special Area~~ as described in the Comprehensive
Plan.

TABLE 4.3.1-E District Standards (p. 86)

General Urban Corridor Character District

The CD-4C General Urban - Corridor Character District consists of a
medium density area along a corridor. It provides for a balanced
automobile- and pedestrian- oriented built environment and a mix
of Building Types and primarily Residential, Retail / Personal
Service / Artisan, Office, Lodging and Civic Uses; there are medium,
narrow or no front Setbacks and narrow to medium side Setbacks;
it has variable private landscaping; and it has Thoroughfares and
Internal Drives with curbs, Sidewalks and trees that define
medium-sized blocks. CD-4C is an appropriate District for parcels
identified as Facilitate or Activate on the Areas of Change map of
the Comprehensive Plan, which have access onto a public right-of-
way classified as principal arterial or minor arterial in the
Transportation element of the Plan and are located in the Suburban
Neighborhoods and City Center Urban Village Future Land Use
~~Corridor Character Areas, the Employment Character Area, the~~
~~Urban Corridor Character Area, the Tom Hitch Special Area, the~~
~~Bear Creek Pike “Node” Special Area the Neapolis Special Area~~
described in the Comprehensive Plan.

Proposed Zoning Text Amendment

Additions are Underlined
Deletions are Strikethrough

TABLE 4.3.1-F District Standards (p. 66)

Urban Center Character District

61 The CD-5 Urban Center Character District consists of medium to
62 ~~higher~~ density Mixed Use areas. It has a tight network of
63 Thoroughfares and Internal Drives with Sidewalks, street lights and
64 regular tree spacing, defining medium-sized blocks. Buildings are
65 set close to the Sidewalks. CD-5 is an appropriate District for the
66 City Center Urban Village Future Land Use Urban Neighborhood
67 ~~Character Area, the Center Character Area, the Inner Core~~
68 ~~(Downtown) Special Area, and the Neapolis Special Area~~ described
69 in the Comprehensive Plan.

TABLE 4.3.1-G District Standards (p. 106)

Urban Center Corridor Character District

70 The CD-5C Urban Center-Corridor Character District consists of
71 higher density Mixed Use areas. It provides for a balanced
72 automobile- and pedestrian- oriented built environment, a mix of
73 Building Types and primarily has a tight network of Thoroughfares
74 and Internal Drives with Sidewalks, street lights and regular tree
75 spacing, defining medium-sized blocks. Buildings are set close to
76 the Sidewalks. CD-5C is limited to parcels identified as Activate on
77 the Areas of Change map of the Comprehensive Plan which have
78 access to a Principal Arterial identified in the Transportation Plan
79 ~~an appropriate District for the Urban Corridor Character Area, the~~
80 ~~South Central (James Campbell) Special Area, and the Neapolis~~
81 ~~Special Area~~ located in the City Center Urban Village Character Area
82 described in the Comprehensive Plan.

Proposed Zoning Text Amendment

Additions are Underlined
Deletions are Strikethrough

TABLE 4.3.1-H District Standards (p. 116)

Manufactured Home Park Residential

Special District

83 This District is designed to provide suitable areas for Manufactured
84 Home Parks where sufficient urban facilities are available prior to
85 Development. Manufactured Homes and Buildings necessary to
86 support the Residential occupancy of Manufactured Homes are
87 permitted. This District is intended also to permit community
88 facilities and public utility installations that are necessary to service
89 specifically the residents of this District, or which are benefited by
90 and compatible with a Residential environment. SD-MHP is
91 appropriate for the Suburban Neighborhoods future land use
92 character area described in the Comprehensive Plan.

*Provides for SD-MHP
to implement a future
land use classification
in the Plan.*

TABLE 4.3.1-H-I District Standards (p. 124)

Interstate Service Special District

93 This District is designed to provide space along I-65 to serve the
94 needs of the motoring public. Automobile and other vehicular
95 service establishments, transient sleeping accommodations, and
96 eating and drinking establishments primarily characterize this
97 District. Appropriate locations for this District are along I-65 in an
98 environment of general Commercial and Mixed Use activity. Due to
99 the high traffic volumes and general incompatibility between some
100 of the Uses permitted within this District and those in CD-3L and
101 CD-3 areas, this District shall not be located in or Adjacent to a CD-
102 3L or CD-3 District. The SDINT Special District is an appropriate
103 District for the Technology Employment Center future land use

*The table number was
misidentified in the
original for this and
subsequent districts.
Future text
amendments will
correct the cross-
references.*

Proposed Zoning Text Amendment

Additions are Underlined
Deletions are Strikethrough

104 Character Area ~~Interstate Gateway Special Area~~ described in the
105 Comprehensive Plan. SD-INT is limited to parcels within 3,960 feet
106 of an Interstate, Freeway, or other limited access highway
107 identified in the Transportation element of the Plan.

TABLE 4.3.1-~~IJ~~ District Standards (p. 134)

Light Industrial Special District

108 This District is intended to provide space for a wide range of
109 wholesale trade, warehousing of a wide variety of products or
110 materials, manufacturing processes, and industrial and related
111 uses that conform to a high level of performance criteria and have
112 few objectionable characteristics. All operations must be carried on
113 within completely enclosed Buildings, thus providing a standard of
114 Development that removes most adverse characteristics that affect
115 neighboring properties. This District may provide a buffer between
116 other Districts and other industrial activities that have more
117 objectionable influences. This District may require types of
118 Structures and have Uses and other characteristics that cannot be
119 facilitated in other Districts. New Residential Development,
120 Commercial establishments, Retail establishments, personal
121 service Uses, and community facilities and utilities, are permitted,
122 as well as additional Uses that provide needed complementary
123 services or are necessary for the general community welfare. SD-LI
124 is an appropriate District for Technology Employment Center
125 future land use Character Area described in the Comprehensive
126 Plan.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

TABLE 4.3.1-~~J~~K District Standards (p. 146)

Heavy Industrial Special District

127 This District is intended to provide suitable areas for intense or
128 potentially noxious Industrial operations, including open
129 land operations. It is specifically intended that all newly created
130 Districts be so located and Buffered as to prevent possible
131 negative impact upon Adjacent land and Uses. SD-HI is an
132 appropriate District for Technology Employment Center future land
133 use Character Area described in the Comprehensive Plan.

TABLE 4.3.1-~~K~~L District Standards (p. 156)

Planned Unit Development Residential District

134 This District ~~is to allow for~~permits utilization of the Planned Unit
135 Development process under TCA Section 13-4-310,
136 implementation of the Comprehensive Plan, and review and
137 approval of a Master PUD Development Plan that complies with
138 these standards and establishes them and other standards as
139 entitlements for a property, including a customized combination of
140 permitted Uses, Building Types, Private Frontage Types, Setbacks
141 and Yards, and Thoroughfares and Internal Drives. Specifically, this
142 District is intended for predominantly Residential areas on sites
143 ~~where there are~~with sufficient existing infrastructure, services, and
144 utilities available for a proposed Development. Development in this
145 District (a) is walkable and provides a diverse mixture of housing
146 choices and Building Types, (b) is necessary to implement and is
147 consistent with the Comprehensive Plan, (c) cannot under any
148 circumstances, plan, or design conform to one or more of the other
149 Districts and standards therefor due to its necessary and intrinsic

Proposed Zoning Text Amendment

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150 Uses or size or form, (d) provides an innovative plan and design, (e)
151 is harmonious with and respects the land use, character, and
152 natural or man-made features of both the subject property and
153 Adjacent property, (f) promotes quality and environmentally
154 sensitive planning and design by taking advantage of special site
155 characteristics, locations and land uses, (g) provides Civic Space, (h)
156 is the best use of the site consistent with the goals of protecting
157 and enhancing the natural environment. There are specific
158 Development standards provided for this District, which may be
159 supplemented by additional standards approved in the applicable
160 Final Master PUD Development Plan. The Planning Commission
161 may determine that a specific PUD-R Master Plan is consistent with
162 the future land use map of the Comprehensive Plan.

TABLE 4.3.1-~~L~~M District Standards (p. 168)

Planned Unit Development - Mixed Use

163 This District ~~is to allow~~s for utilization of the Planned Unit Development
164 process under TCA Section 13-4-310, implementation of the
165 Comprehensive Plan, and review and approval of a Master PUD
166 Development Plan that complies with these standards and establishes
167 them and other standards as entitlements for a property, including a
168 customized combination of permitted Uses, Building Types, Private
169 Frontage Types, Setbacks and Yards, and Thoroughfares and Internal
170 Drives. Specifically, this District is intended for Commercial, Office, Mixed
171 Use, and Multifamily Uses on sites ~~where there are~~with sufficient existing
172 infrastructure, services, and utilities available for a proposed Development.
173 Development in this District (a) is walkable and provides a diverse mixture
174 of housing choices and Building Types, (b) is necessary to implement and is

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

175 consistent with the Comprehensive Plan, (c) cannot under any
176 circumstances, plan, or design conform to one or more of the other Districts
177 and standards therefor due to its necessary and intrinsic Uses or size or
178 form, (d) provides an innovative plan and design, (e) is harmonious with
179 and respects the land use, character, and natural or man-made features of
180 both the subject property and Adjacent property, (f) promotes quality and
181 environmentally sensitive planning and design by taking advantage of
182 special site characteristics, locations and land uses, (g) provides Civic Space,
183 (h) is the best use of the site consistent with the goals of protecting and
184 enhancing the natural environment. There are specific Development
185 standards provided for this District, which may be supplemented by
186 additional standards approved in the applicable Final Master PUD
187 Development Plan. The Planning Commission may determine that a specific
188 PUD-MU Master Plan is consistent with the future land use map of the
189 Comprehensive Plan.

TABLE 4.3.1-M-N — ~~TABLE 4.3.1-T~~ (p. 179)

190 OTHER PUD DISTRICTS FROM PREVIOUS ORDINANCES TO BE
191 REGULATED BY THEIR PUD APPROVALS.

TABLE 4.3.1-U-O District Standards (p. 180)

Civic District

192 Civic District (CV) is assigned to areas designated for Civic
193 purposes. These may be one or more Civic Space Types allowed
194 within or Adjacent to any specific Character District or Special
195 District, as well as sites dedicated to significant Buildings to be used
196 for Civic purposes, such as City Halls, Post Offices, Libraries, Places
197 of Assembly, Places of Worship, and community

The Ordinance reserves eight sub-tables for previous PUDs. Section 3.7.1 lists eleven PUD types approved under previous ordinances. Table 3.7.1 lists seventeen. Regardless of the number, it is unnecessary to reserve more than one sub-table for the note indicating that approved PUD Master Plans regulate existing PUDs.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

198 centers. This district is appropriate to all future land use Character
199 Areas described in the Comprehensive Plan as determined by the
200 Planning Commission.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§ 9.3 (p. 484) Defined Terms

1 Comprehensive Plan: The general plan of the City of
2 Columbia as adopted according to T.C.A. § 13-4-201
3 through 203, also referred to as Connect Columbia. The
4 Comprehensive Plan includes all text and maps of
5 Connect Columbia as well as any ancillary special area
6 plans.

§ 9.3 (p. 496) Defined Terms

1 Future Land Use Character Area: The general
2 classification of land identified in the future land use
3 element of Connect Columbia, the comprehensive plan.
4 The comprehensive plan indicates the community's
5 preference for general land use categories and desirable
6 intensity of development corresponding to each future
7 land use character area. Connect Columbia also
8 describes the typical aesthetic and material qualities
9 which provide distinctive character to each area. Each
10 future land use character area corresponds to one or
11 more Character Areas or Special Districts as provided in
12 Article 3. The use, bulk, and design standards of this
13 ordinance, when applied to specific properties,
14 implement the general future land use character area
15 designations. The Planning Commission shall determine
16 the pace of implementation through the process of
17 zoning map amendments (rezoning) described in Article
18 8.

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Deletions are Strikethrough

§ 8.5.19 (446 – 449) Rezoning

A. Applicability

This Section 8.15.9 is applicable to requests for a change in the District boundaries of property, including without limitation the District assignment of a particular piece of property, as depicted on the Official Zoning Map. Such a change is sometimes referred to as a Rezoning or a Zoning Map Amendment. Requests for amendment of the text or other content of this Ordinance (i.e., a Zoning Ordinance Amendment or a “zoning text amendment”) are governed by Section 8.5.18.

B. General.

1. The City Council may, from time to time, amend the Official Zoning Map by changing the boundaries of districts whenever it is alleged that there was an error in the Official Zoning Map or whenever the public necessity, convenience, and general welfare require such amendment.
2. For additional requirements applicable to Rezonings to a Planned Unit Development, see Section 8.5.21.

C. Consistency & Coordination with Plans.

1. All petitions for Rezoning shall be consistent with the Comprehensive Plan and ~~any~~ applicable local plans. A petition for Rezoning shall not be approved by the City Council unless the Rezoning is consistent with and not in conflict with the Comprehensive Plan or applicable local plans, as determined by the Planning Commission (see Section 8.5.20). The Planning Commission is not obligated to recommend approval of requests which would bring existing zoning into

This language makes clear that the Planning Commission establishes the pace of implementation of the Future Land Use Map based on an analysis of “public necessity, convenience, and general welfare” as well as concurrency.

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Deletions are Strikethrough

conformity with the Comprehensive Plan prior to the
time such change is warranted by the findings of
8.5.19.H.4.e and f.

2. When required, an application for a Comprehensive Plan Amendment or other Land Use Plan Amendment may be submitted concurrently with an application for Rezoning. The decisions, however, shall be rendered with separate motions.

D. Initiation of Rezoning.

Rezoning may be initiated by the City Council, the Planning Commission, the Zoning Administrator, or by application by the owner of the property or an authorized agent of the owner.

E. Application for Rezoning.

1. An application for Rezoning shall be filed with the Zoning Administrator.
2. The Zoning Administrator, on receiving such application, shall transmit a copy thereof to the Planning Commission prior to any consideration of the proposed amendment by the City Council.

F. Application Requirements.

1. Rezoning ~~should~~ must correspond with the boundary lines of existing platted Lots, Building Sites, or tracts, ~~or, if~~ the boundaries of a Rezoning request stop short of an exterior property line, that portion of the property outside the proposed Rezoning boundary shall be capable of being subdivided in accordance with the ~~City~~ Subdivision Regulations and Developed in accordance with the requirements of this Ordinance.

Prevents the creation of split-zoned properties and avoids ambiguities of entitlements.

Proposed Zoning Text Amendment

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~~Deletions are Strikethrough~~

2. All requirements of this Ordinance shall be met within the boundaries of the area being Rezoned. If all of the requirements cannot be met on the property proposed to be Rezoned, the Rezoning shall be expanded to include necessary property being used to meet such requirements.

3. As applicable, a ~~Sketch Development concept~~ pPlan meeting the minimum requirements ~~of Section 8.5.6.G~~ established by the Zoning Administrator or a Master PUD Development Plan meeting the requirements of Section 8.5.21 shall be provided as part of a Rezoning application that proposes assignment of land to any of the available types of PUD District. Without limitation to the foregoing, no proposal for Rezoning shall be approved unless and until ~~an application for a Sketch Development concept~~ Pplan or a Master PUD Development Plan, as applicable, shall have been ~~approved reviewed and or certified, as applicable,~~ pursuant to Section ~~8.5.6.G~~ 8.3.7 and Section 8.5.4 or as applicable, Section 8.5.21.

Makes clear that the concept plan is not a Site Development Plan and does not create any vested rights for a plan of development. Directs the Zoning Administrator to establish minimum requirements for rezoning and to present rezoning requests to the Development Review Committee.

G. Hearing Schedule.

1. The petition for Rezoning shall be placed on the agenda of the next available Planning Commission meeting.

H. Planning Commission Action.

1. Notice requirements shall be met as described in Section 8.5.4.D.

2. The Planning Commission shall make its recommendation within 30 days of its initial public hearing. The time period for a recommendation may be

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

altered, as in the case of significant modifications, in which case one additional 30-day period shall be granted before the case shall go to the City Council.

3. When a recommendation is not rendered within the time periods established in this section, the City Council may process the request without a Planning Commission recommendation.

4. The Planning Commission in its review and recommendation, shall make specific findings with regard to the following grounds for an amendment and shall note the same in the official record as follows:

a. The Rezoning is consistent ~~and not in conflict~~ with the Comprehensive Plan ~~or~~ and other applicable approved local plans for the area, provided the Planning Commission is not obligated to recommend approval of requests which would bring existing zoning into conformity with the Comprehensive Plan prior to the time such change is warranted by the findings of 8.5.19.H.4.e and f;

b. It has been determined that the legal purposes for which zoning exists, as set forth in Section 1.5;

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

Reiterates that the Planning Commission establishes the pace of implementation of the Future Land Use Map based on an analysis of "public necessity, convenience, and general welfare" as well as concurrency.

Proposed Zoning Text Amendment

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~~Deletions are Strikethrough~~

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 degree 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.

~~I. Initial Reading before City Council.~~

~~The City Council shall hold an initial reading of the petition for Rezoning prior to scheduling a public hearing.~~

~~J.~~

Notice of Public Hearing.

Prior to approval, Any request for Rezoning shall require a public hearing before the City Council, ~~After the initial reading before the City Council, the petition which~~ shall be placed on the agenda of the next available City Council meeting. ~~and n~~Notification of a public hearing shall be performed as follows:

1. Notice of the Rezoning shall be published in accordance with Section 8.5.4.D.2.
2. This notice shall specify the property by the best means possible and proposed zoning classification of the property under consideration.

Proposed Zoning Text Amendment

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~~Deletions are Strikethrough~~

It is the practice of the Zoning Administrator to post signs even when not required to do so by 8.5.4.D.3.

3. Except in cases of a newly annexed property receiving initial zoning, the City shall post signs on the property indicating the action requested in accordance with Section 8.5.4.D.3.

4. Initial zoning of properties newly annexed into the City shall not require the posting of a sign.

5. Notice of the Rezoning shall be mailed in accordance with Section 8.5.4.D.3.

6. This notice shall specify the street address, current and proposed zoning classification, and it shall contain a graphic illustration of the area.

J. Initial Consideration by City Council

The City Council shall hold an initial consideration of the petition for Rezoning after conducting a public hearing. The request must receive an affirmative vote upon first consideration in order to proceed to second consideration.

K. City Council Action

1. Notice requirements shall be met.
2. The City Council shall consider any recommendations by the Planning Commission in rendering its decision.
3. The City Council may approve the request, deny the request, or send the request back to the Planning Commission for additional consideration.
4. The City Council may approve the request at a less intensive classification than requested with consent of the applicant.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

- 215 5. Including the initial consideration before City Council
216 mentioned above, affirmative votes on two
217 considerations before the City Council shall be
218 required ~~prior to any decision on for~~ the petition to
219 be approved. If the Planning Commission
220 recommended denial of the request, the petition
221 must receive a favorable vote of a majority of the
222 entire membership of the City Council to be approved.
- 223 6. The City Council in its deliberation and decision shall
224 make specific findings with regard to the following
225 grounds for a Rezoning and shall note the same in the
226 official record as follows:
- 227 a. The Rezoning is ~~in agreement~~consistent with the
228 Comprehensive Plan and any applicable local
229 area plans;
- 230 b. It has been determined that the legal purposes
231 for which zoning exists are not contravened; and
- 232 c. It has been determined that there will be no
233 adverse effect upon Adjoining property owners
234 unless such effect can be justified by the
235 overwhelming public good or welfare.

a. *These changes remove ambiguities about the rezoning review process and mirror the provisions of Article 4 of the City Charter and Section 13-7-204 of the Tennessee Code.*

Fourth Quarter 2023 Zoning Text Amendments

Recommended by the
Columbia Municipal Planning Commission
on
February 14, 2023

2023-2024

Zoning Text Amendments

- This is the first of five rounds of Zoning Text Amendments to implement the comprehensive plan and improve the ordinance.
- Development Services staff will present proposed amendments to the Planning Commission each quarter of 2024.
- The Planning Commission may direct staff to do additional work on particular topics.
- Items will be presented to City Council throughout 2024 following action by the Planning Commission.
- Beginning in 2025, staff will establish a regular annual cycle of updates culminating in City Council action during the fourth quarter of each year.

Planning Commission Recommendation

- **Establish consistency between the zoning ordinance and the comprehensive plan.**
 - Revise **Table 3.7.1** (District Descriptions)
 - Update reference the future land use character areas established in the 2023 update of Connect Columbia, the comprehensive plan.
 - Corrects misidentification of the Tennessee Code.
 - Revise **Table 4.3.1** (District Standards)
 - Update references to future land use character areas.
 - Correct numbering of tables.
 - Add entries to **§9.3** (Definitions)
 - Add a definition for *Comprehensive Plan* which references the Connect Columbia.
 - Add a definition *Future Land Use Character Area*.

Planning Commission Recommendation

- **Revise Zoning Map Amendment Process (“Rezoning”)**
 - Clarifies that the Planning Commission establishes the pace of future land use map implementation based on an analysis of “public necessity, convenience, and general welfare” as well as concurrency.
 - Reduces the incidence of split—zoned properties and avoids ambiguities of entitlements.
 - Makes clear that the concept plan is not a Site Development Plan and does not create any vested rights for a plan of development.
 - Removes ambiguities about the rezoning review process and mirrors the provisions of Article 4 of the City Charter and §13-7-204 of the Tennessee Code.
 - Establishes the public hearing at the time of the first reading by City Council.

Q4 – 2023 Zoning Text Amendment

Project #:	23-0484	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 is the first of five rounds of zoning text amendments staff will present to the Planning Commission between December 2023 and December 2024. These changes will implement Connect Columbia, better align zoning regulations with community preferences, and calibrate the standards based on “lessons learned” during the first seventeen months administering the Ordinance. This initial round of proposed amendments also include changes requested by the Architectural Design Review Team in its most recent annual report.

- The Zoning Administrator proposes to revise **Tables 3.7.1** (District Descriptions) and **4.3.1 (District Standards)**, as well as **§9.3 (definitions)**.
- At the request of the City Attorney, the Zoning Administrator proposes changes to **§8.5.19**, the process and criteria for a zoning map amendment (“rezoning”).
- 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**.
- Staff requests that the Planning Commission provide policy recommendation related to the continued use of a stand-alone Architectural Design Review Team.
- 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 ~~striketrough~~ 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.

CONSISTENCY WITH CONNECT COLUMBIA

The purpose of these text amendments is to bring the Zoning Ordinance into consistency with pending updates to the comprehensive plan.

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

The City Council adopted the current ordinance on July 14, 2022. The Zoning Ordinance implements the City's comprehensive plan, Connect Columbia. On November 8, 2023, the Planning Commission recommended adoption of a five-year update of the framework, land use, and transportation elements of Connect Columbia. The framework element of the plan directs planning staff to initiate revisions to the ordinance in order to bring it into consistency with changes to the future land use plan. It further directs staff to engage residents and property owners to solicit suggestions for further changes to the ordinance. As mentioned above, this is

the first of five rounds of zoning text amendments staff plans to present to the Planning Commission between December 2023 and December 2024.

The modifications establish consistency between the zoning ordinance and the comprehensive plan, satisfying the requirement of § 8.5.18.C. The Zoning Administrator proposes to revise **Tables 3.7.1** (District Descriptions) and **4.3.1** (District Standards), as well as **§9.3** (Definitions) to reference the future land use character areas established in the 2023 update of Connect Columbia, the comprehensive plan.

Specific revisions to **Table 3.7.1** provided in the proposed text amendment include:

- Changes to the district descriptions corresponding to the 2023 update of Connect Columbia, the comprehensive plan;
- Indicates where Civic District zoning is appropriate (See proposed text amendment L250 – L252);
- Authorizes the Planning Commission to determine that CD-3 is appropriate within the City Center Urban Village FLU Character Area where compatible with established land use pattern;
- Makes clear that the Planning Commission may determine a specific PUD-R Master Plan is consistent with the future land use map (L188 – 190);
- Clarifies that the MHP Special District implements the Suburban Neighborhoods future land use character area (L106 – L108);
- Corrects misidentification of the Tennessee Code (L160, L194). Others instances of this error will be addressed in later updates to the Zoning Ordinance; and
- Corrects typing errors throughout the tables.

Specific revisions to **Table 4.3.1** provided in the proposed text amendment include:

- Changes to the district descriptions corresponding to the 2023 update of Connect Columbia, the comprehensive plan; and
- Corrections to the numbering of some tables.

The change to **§9.3** adds a definition for the term *Future Land Use Character Area*.

The proposed text amendment explicitly aligns the review process for zoning map amendments with the procedures applicable to all ordinances. At the request of the City Attorney, the Zoning Administrator proposes changes to **§8.5.19**, the process and criteria for a zoning map amendment (“rezoning”) which mirror the City Charter. Additionally, the Zoning Administrator proposes the additional text which makes clear that the Planning Commission shall determine the pace of implementation of the Future Land Use Map. These proposed changes to the Ordinance align with the purpose and intent statements of **§1.5.1.O** of the Ordinance (defining

powers and duties) addressing the criterion at **§8.5.18.A**. Specific revisions provided in the proposed text amendment include:

- Language clarifying that the Planning Commission establishes the pace of implementation of the future land use map based on an analysis of “public necessity, convenience, and general welfare” as well as concurrency (See proposed text amendment L26 – L31 and L97 – L105);
- Prevents the creation of split—zoned properties and avoids ambiguities of entitlements (L49 – L55);
- Makes clear that the concept plan is not a Site Development Plan and does not create any vested rights for a plan of development. The proposed revision also directs the Zoning Administrator to establish minimum requirements for rezoning and to present rezoning requests to the Development Review Committee (L63 – L76);
- Removes ambiguities about the rezoning review process and mirrors the provisions of Article 4 of the City Charter and §13-7-204 of the Tennessee Code (L127 – L136, L166 – L173); and
- Corrects terminology (L178).

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.

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.

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.