



City of Columbia Subdivision Regulations

Adopted June 9, 2022

Amendments

See subsequent pages for details on amendments

Number	Date	Page(s) Revised

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Table of Contents

Table of Contents	4
Chapter 1: General Provisions	6
1.1 Policy and Purpose.....	6
1.2 Authority	6
1.3 Applicability.....	6
1.4 Amendments.....	6
1.5 Conflicts	7
1.6 Validity	7
1.7 Saving Provision	7
1.8 Enforcement	7
1.9 Variations and Exceptions.....	8
1.10 Appeals.....	8
Chapter 2: Procedures	10
2.1 General.....	10
2.2 Preliminary Plat.....	12
2.3 Final Plat.....	17
Chapter 3 - Infrastructure Requirements	22
3.1 General Requirements	22
3.2 Water Supply System	22
3.3 Sanitary Sewerage System	22
3.4 Stormwater Management	22
3.5 Fire Hydrants.....	23
3.6 Right-Of-Way Dedication	23
3.7 Easements Required	23
3.8 Street Lighting.....	23
3.9 Street Signage	23
3.10 Underground Utilities	23
3.11 Monuments and Pins.....	24
3.12 Maintenance and Supervision	24
3.13 Minimum Required	24
Chapter 4 – Performance Agreement	26
4.1 Performance Agreement	26
4.2 Development Agreement	26
4.3 Performance Surety	26

4.4 Release, Reduction, or Extension of Performance Surety 27

Chapter 5: Subdivision Acceptance28

5.1 Preliminary Acceptance 28

5.2 Final Acceptance 28

Chapter 6: Definitions30

Appendix A: Certificates34

Appendix B: Subdivision Development Agreement36

Chapter 1: General Provisions

1.1 Policy and Purpose

The Subdivision Regulations are designed to provide for the harmonious development of the City of Columbia, hereinafter referred to as the “City”, to secure a coordinated layout and adequate provision for traffic, and to secure adequate provision for light, air, recreation, transportation, water drainage, sewerage, and other facilities.

Land subdivision is the first step in the process of community development. Once land has been divided into streets, lots, and blocks and publicly recorded, the correction of defects is costly and difficult. Subdivision of land sooner or later becomes a public responsibility, in that streets must be maintained and various public services must be provided. The public health, safety, and welfare is thereby affected in many important respects. Therefore, it is in the interest of the public, the developer, and the future owners that subdivisions be conceived, designed, and developed in accordance with the ordinances and regulations governing the subdivision of land within the City.

1.2 Authority

These Subdivision Regulations are adopted and shall be amended by the Columbia Municipal Planning Commission (CMPC) in pursuance of the authority and powers granted by Title 13 Chapter 4, Tennessee Code Annotated (TCA). Having adopted a major street or road plan for the jurisdictional area, and filed a certified copy with the Maury County Register of Deeds, hereinafter referred to as “County Register”, as required by TCA 13-4-302, and having held a public hearing as required by TCA 13-4-303, the CMPC has fulfilled the requirements set forth in state law as prerequisites to the adoption of these regulations.

1.3 Applicability

These Subdivision Regulations shall govern all subdivision of land within the corporate limits of the City of Columbia.

1.4 Amendments

For the purpose of providing for the public health, safety, and general welfare, the CMPC may from time to time amend these regulations. Before adoption of any amendment to these regulations, a public hearing shall be held by the CMPC, as required by Title 13, Chapter 4 TCA.

Subsequent to adoption of any amendment to these regulations, such amendment shall be incorporated into the text of these regulations in the following manner. Replacement pages shall be prepared incorporating the new or changed language. Each such new or replacement page shall have the amendment number and shall be dated so as to indicate the date of last revision of the page. Each adopted amendment shall be numbered consecutively and printed on pages separate from any other amendment in a manner that fully states any language deleted from these regulations and any language added and the location in the text of each such change.

1.5 Conflicts

Whenever there is a discrepancy between minimum standards or dimensions noted herein and those contained in other adopted codes, ordinances, standards, specifications, and plans, the provisions that are more restrictive or impose higher standards shall govern.

1.6 Validity

If any section, clause, paragraph, provision, or portion of these Subdivision Regulations shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision, or portion of these regulations.

1.7 Saving Provision

These Subdivision Regulations shall not be construed as abating any action now pending under or by virtue of previous Subdivision Regulations, or as discontinuing, abating, modifying, or altering any penalty accruing or about to accrue, or as affecting the liability of any person, or as waiving any right of the governing body under any section or provision existing at the time of adoption of these regulations, or as vacating or annulling any rights obtained by any person by lawful action of the governing body, except as expressly shall be provided otherwise in these regulations.

1.8 Enforcement

1.8.1 General

The Subdivision Regulations and all subdivisions within the City shall comply with Title 13 TCA. The enforcement of these regulations and the penalties for violations shall be pursuant to Title 13 TCA.

- A. No plat or plan of a subdivision within the City shall be received or recorded by the County Register until said plat or plan has received final approval by the CMPC in accordance with these regulations, as provided in TCA 13-4-302.
- B. Any building or structure erected or to be erected in violation of the Subdivision Regulations or TCA 13-4-308 shall be deemed an unlawful building or structure, and the Building Official or other official designated by the City may bring action to enjoin such erection or cause it to be vacated or removed as provided in TCA 13-4-308.

1.8.2 Enforcing Officer

It shall be the duty of the City Engineer or his/her designee to enforce these regulations.

1.8.3 Civil Enforcement

Appropriate actions and proceedings may be taken in equity to prevent any violation of these regulations, to prevent unlawful construction, to recover damages; to restrain, correct, or abate a violation, or to prevent illegal occupancy of a building, structure, or premise.

1.9 Variations and Exceptions

Whenever a parcel of land to be subdivided is of such unusual size or shape or is surrounded by such development of unusual conditions that the strict application of the requirements contained in these regulations would result in substantial hardship or inequity, the CMPC may vary or modify, except as otherwise indicated, such requirements of design, but not of procedure or improvements, so that the applicant may develop the property in a reasonable manner, keeping in mind that the public welfare and interests of the City are protected and the general intent and spirit of these regulations are preserved. Such modifications may be granted by the CMPC upon written request by the applicant, stating the reason(s) for each modification. The CMPC shall not recommend variations unless it shall make findings based upon written evidence of each of the following:

- A. Granting of the variation will not be detrimental to the public safety, health, and welfare or be injurious to the other property or improvements in the neighborhood where the subdivision is located;
- B. Conditions upon which the request for variance is based are unique to the property for which the variance is sought and are not applicable generally to other properties and are not based on financial returns;
- C. Because of the particular physical surroundings, natural features, or topographical conditions of the specific property involved, a particular hardship (not self-imposed) to the owner would result, if the strict letter of these regulations were carried out; and
- D. The variance will not in any manner alter the provisions of Connect Columbia or the Zoning Ordinance.

In approving variances, the CMPC may impose such conditions that will secure substantially the objectives, standards, and requirements of these Subdivision Regulations.

1.10 Appeals

An appeal of any action or decision rendered by the CMPC pursuant to these regulations shall be to any court of competent jurisdiction.

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Chapter 2: Procedures

2.1 General

- A. The applicant shall prepare a plat for submission to the CMPC in accordance with the latest Preliminary Plat or Final Plat application and checklist.
- B. Regular meeting dates, times, and applicable deadlines shall be established by the CMPC
- C. Subdivision plats shall be subject to review and approval by the CMPC prior to filing with the County Register.
- D. No lots shall be sold from any plat until recorded.

2.1.1 Minor Subdivision

- A. A subdivision may be considered a minor subdivision when all the following conditions are met:
 - 1. Divides a tract into no more than two (2) lots;
 - 2. Does not involve any new or improved public way, the extension of public facilities, or the creation of any public improvements;
 - 3. Does not conflict with any provision of the adopted Comprehensive Plan; and,
 - 4. Does not request a variance to these Subdivision Regulations.
- B. The approval may be endorsed in writing on the plat by the Secretary of the CMPC or by another designee of the CMPC without the approval of the CMPC, upon certification by the City Engineer that the subdivision complies with these Subdivision Regulations

2.1.2 Official Submittal Date

A subdivision plat submitted for preliminary or final approval shall be placed on the CMPC agenda within thirty (30) days of the resubmittal date or the next regularly scheduled CMPC meeting after the thirty (30) day period. The applicant may waive the time frame requirement for the appearance of the plat on the agenda. Preliminary and final subdivision plats shall not be placed on the same agenda, unless authorized by the City Engineer.

2.1.3 Application Fee

Application and filing fees shall be required in accordance with the Planning Fee Schedule and Engineering Fee Schedule.

2.1.4 Site Alterations

During the subdivision review process, no unpermitted site alterations shall be performed that would alter, remove, or relocate any existing features including but not limited to stone walls, steep slopes, rock outcroppings, trees, general vegetation, streams, or watercourses.

2.1.5 Site Inspection

By submitting an application, the applicant agrees to entry by relevant city staff to familiarize themselves with the property's existing conditions and special features. Upon request by city staff, the applicant shall make the property available to the maximum extent practicable.

2.1.6 Concurrent Review by Other Agencies

When approvals by other agencies of government are required, such approvals may be achieved concurrently with the review processes outlined by these regulations.

2.1.7 Transferability

The developer shall not transfer the developer's responsibilities for the subdivision to another developer, without first providing the City with notice of when the transfer is to occur and who the proposed transferee is, along with appropriate contacts and additional information and materials as required by the City Engineer.

2.1.8 Summary of Approval for Subdivision

A subdivision may be accomplished, generally, in accordance with the following procedure.

- A. Pre-application conference
- B. Preliminary Plat approval
- C. Construction Plans approval
- D. Completion of improvements
- E. Final Plat approval
- F. Subdivision acceptance

2.1.9 Naming of Subdivisions

The naming of phases for a subdivision shall be consistent with the following:

- A. Subdivision Name (Major Part).(Minor Part)(Sub-Minor Part). Examples:
 1. Subdivision 2
 2. Subdivision 3.2
 3. Subdivision 4.1A
- B. Subdivision Name (Phase Number), (Section Number)(Sub-Section). Examples:
 1. Subdivision Phase 2

2. Subdivision Phase 3, Section 2
3. Subdivision Phase 4, Section 1A

2.2 Preliminary Plat

2.2.1 General

A Preliminary Plat is intended to:

- A. Propose a layout for subdividing land.
- B. Present detailed engineering information concerning the design and ultimate operation of the proposed development.
- C. Ensure compliance with all applicable standards and regulations.
- D. Establish a coordinated layout and adequate provisions for transportation, vehicular and pedestrian connectivity, light, air, recreation, water, drainage, sewerage, access, and other facilities.

2.2.2 Pre-Application Requirements

The pre-application conference is intended to introduce the developer to the city staff and outline the development process, identify timeframes for submittal and review, determine if the development requires annexation or zoning changes, coordinate the proposed development with existing city plans, and provide preliminary evaluation of the development.

At the pre-application conference there may be discussion of but not limited to:

- Transportation Master Plan
- Access Management
- Traffic Impact Studies
- Flood Insurance Program
- Stormwater
- Utility availability and capacity
- Fire protection and mitigation standards
- Building codes and processes
- Design standards and expectations for street, traffic, and drainage improvements.
- Landscaping, parking, and lighting

The applicant shall submit the required documents, schedule, and hold a pre-application conference with the Development Services Department at least fourteen (14) days prior to the initial submittal.

2.2.3 Application Submittal

- A. The applicant shall submit a Preliminary Plat application in accordance with **Section 2.1**
- B. All plats shall be sealed, signed, and dated by professionals licensed in the State of Tennessee

and in accordance with Tennessee state law and rules and the City of Columbia requirements.

- C. A survey shall be included, sealed by a professional land surveyor, that contains all boundaries, angles, bearings, and calls.
- D. Submittals shall include a signed and notarized Owner Affidavit.
- E. The applicant shall provide any additional information, as determined by the Development Services Department or the CMPC, that will be necessary to conduct an adequate review of the proposal.

2.2.4 Staff Review

In accordance with the meetings and deadlines schedule:

- A. The applicant shall submit the application, required documents, and schedule and attend a pre-application conference with city staff.
- B. The Development Services Department, city staff, and applicable utilities and public entities shall review the application.
- C. The Development Services Department shall send comments to the applicant.
- D. The applicant shall address the comments and submit a revised application within three resubmittal dates. Failure to resubmit the revised application within the required timeframe will void the application.
- E. Upon submittal of a revised application, the Development Services Department shall determine if the application is complete. If complete, the application will be filed and added to the CMPC agenda in accordance with **Section 2.1.2 Official Submittal Date**.
- F. The Development Services Department shall prepare a final review and present a recommendation to the CMPC.

2.2.5 Final Action

- A. The CMPC shall review the Preliminary Plat at a public meeting and vote for:
 - a. Approval;
 - b. Approval with conditions;
 - c. Disapproval; or
 - d. Deferral for continued review of the application.
- B. When a Preliminary Plat is disapproved, the reasons shall be stated in writing and shall include the specific parts of applicable plans and regulations with which the plat does not comply.

- C. The CMPC shall approve or disapprove the Preliminary Plat within sixty (60) days after the initial consideration of the plat by the CMPC at a regularly scheduled meeting, unless at the end of the sixty (60) day period there is a holiday or an unexpected interceding event that would close municipal or county offices and thus affect the normal computation of the sixty (60) day period, in which case the plat shall be approved or disapproved after the interrupted sixty (60) day period at the next regularly scheduled meeting of the CMPC; otherwise, the plat shall be deemed approved and a certificate to that effect shall be issued by the commission on demand. The applicant may waive the time requirement and consent to an extension.

2.2.6 Approval Criteria

Recommendations and final action on a Preliminary Plat shall be based on consideration of the following criteria:

- A. Whether the proposed Preliminary Plat complies with the applicable zoning district and overlay districts;
- B. Whether the proposed Preliminary Plat is consistent with all standards of these Subdivision Regulations and other related codes and ordinances enforced by the City; and
- C. Whether the CMPC determines that the particular site is suitable for the type of platting and development proposed.

2.2.7 Property Vestment

In accordance with TCA 13-4-310, approval by the CMPC of a Preliminary Plat on or after January 1, 2015, will cause a vested property right to be established. Vestment rights and periods shall be in accordance with TCA 13-4-310 and the Zoning Ordinance.

2.2.8 Contents of the Preliminary Plat Submittal

The following information is required. The City Engineer and CMPC may, upon request, require additional information to be provided.

1. Name of proposed subdivision.
2. Contact information for the owner, including name, address, email, and phone.
3. Contact information for the professional(s) preparing the plat and documents, including name, address, email, and phone.
4. North arrow, legend, and site vicinity map.
5. Graphic scale: between 1 inch = 10 feet and 1 inch = 100 feet, unless otherwise approved.
6. Survey stamped by a State of Tennessee Licensed Professional Land Surveyor, with all project boundaries including bearings and angles to the nearest hundredth.
7. Note referencing Tennessee State Plane Coordinate System, NAD 83 Datum.
8. The size of total property to be subdivided in square feet and acres.
9. All property boundaries, existing easements, and encumbrances.
10. Parcel identification, owner, and deed and plat references of adjoining properties.
11. Existing conditions and contours at vertical intervals of not more than two (2) feet.
12. Proposed contours at vertical intervals of not more than two (2) feet, upon request.
13. Natural features on site including, but not limited to, wetlands, streams, ponds, springs, sinkholes, wells, rock outcroppings, excessive slopes, and forested areas.
14. The location of all existing structures within the property.
15. The approximate location of all existing structures adjacent to the property.
16. FEMA Special Flood Hazard Area (SFHA), 100-year Floodplain (F-P), and Floodway (F-W) boundaries with elevations and the exact location of the nearest benchmark. Indicate the Flood Insurance Rate Map (FIRM) panel number, its effective date, and flood insurance zones.
17. The location, dimension, square footage of lot, and lot numbers of all proposed lots.
18. Typical lot layout depicting proposed setbacks and easements.
19. Identification of all critical lots.
20. The proposed approximate location and size of all commercial, mixed-use, or multi-family buildings within proposed development, if applicable.

21. Proposed street and alley rights-of-way typical section, widths, classification, names, and proposed ownership and maintenance responsibility.
22. Proposed improvements as identified in the Traffic Impact Study, as required.
23. Existing and proposed sidewalks, trails, and other pedestrian elements.
24. Location and dimension of any aquatic buffer zones.
25. Location and dimension of any buffers.
26. The location and size of all common open space and parkland dedications.
27. Existing and proposed watercourses, drainage channels, and subsurface drainage structures. The City Engineer may require a hydraulic determination on any existing watercourses or features in order to fully assess the existing conditions of the property.
28. Proposed connections to existing and proposed streets (including classification) located outside the development.
29. Location, size, and type of existing and proposed utility easements and utility features including, but not limited to, potable water, fire hydrant, sanitary sewer, storm sewer, and power and communication facilities.
30. Proposed storm drainage system including areas for detention or retention and water quality.
31. All other improvements required under applicable City ordinances and regulations.
32. Proposed phasing and timetable for all phases of development.

2.3 Final Plat

2.3.1 General

A Final Plat is intended to:

- A. Finalize the layout for subdividing land for recording with the County Register;
- B. Finalize minor changes to lots that shift lot lines, consolidate lots, create easements, dedicate rights-of-way, or record other minor changes that do not involve the creation of new lots;
- C. Ensure compliance with all applicable standards and regulations; and
- D. Establish a coordinated layout and adequate provisions for transportation, vehicular and pedestrian connectivity, light, air, recreation, water, drainage, sewerage, access, and other facilities.

2.3.2 Exemptions

If a subdivision of land results in divisions not less than five (5) acres each, a Final Plat is not required. The land may be subdivided by instrument and filed with the County Register.

2.3.3 Application Submittal

- A. The applicant shall submit a Final Plat application in accordance with **Section 2.1**.
- B. All plats shall be sealed, signed, and dated by professionals licensed in the State of Tennessee and in accordance with TN State law and rules and the City of Columbia requirements.
- C. A survey shall be included, sealed by a professional land surveyor, that contains all boundaries, angles, bearings, and calls.
- D. Submittals shall include a signed and notarized Owner Affidavit or the Ownership Certificate shall be signed on the plat submitted for review.
- E. If required, submittals shall include a performance and/or maintenance surety.
- F. If required, submittals shall include a Development Agreement (**Appendix B**).
- G. If required, submittals shall include a Stormwater Maintenance Agreement.
- H. The applicant shall provide any additional information, as determined by the Development Services Department or the CMPC, that will be necessary to conduct an adequate review of the proposal.

2.3.4 Staff Review

In accordance with the meetings and deadlines schedule:

- A. The applicant shall submit an application and required documents.

- B. The Development Services Department, city staff, and applicable utilities and public entities shall review the application.
- C. The Development Services Department shall send comments to the applicant.
- D. The applicant shall address the comments and submit a revised application within three resubmittal dates.
- E. Upon submittal of a revised application, the Development Services Department shall determine if the application is complete and all required infrastructure has been installed. If complete and all other requirements met, the application will be filed and added to the CMPC agenda in accordance with **Section 2.1.2 Official Submittal Date**.
- F. The Development Services Department shall prepare a final review and make a recommendation to the CMPC.

2.3.5 Final Action

- A. The CMPC shall review the Final Plat at a public meeting and vote for:
 - 1. Approval;
 - 2. Approval with conditions;
 - 3. Disapproval; or
 - 4. Deferral for continued review of the application.
- B. When a Final Plat is disapproved, the reasons shall be stated in writing and shall include the specific parts of applicable plans and regulations with which the plat does not comply.
- C. The CMPC shall approve or disapprove the Final Plat within sixty (60) days after the initial consideration of the plat by the CMPC at a regularly scheduled meeting, unless at the end of the sixty (60) day period there is a holiday or an unexpected interceding event that would close municipal or county offices and thus affect the normal computation of the sixty (60) day period, in which case the plat shall be approved or disapproved after the interrupted sixty (60) day period at the next regularly scheduled meeting of the CMPC; otherwise, the plat shall be deemed approved and a certificate to that effect shall be issued by the commission on demand. The applicant may waive the time requirement and consent to an extension.
- D. Final Plat approval shall be subject to filing and recording the plat with the County Register within sixty (60) calendar days after final action. Failure to file and record the plat within sixty (60) calendar days, shall void any final action on the plat.
- E. The Development Services Department may approve certain Final Plats of minor subdivisions and those which create easements, or record other minor changes that do not involve the creation of new lots on behalf of the CMPC.

2.3.6 Approval Criteria

- A. Recommendations and final action on a Final Plat shall be based on consideration of the following criteria:
 - 1. Whether the proposed Final Plat complies with the applicable zoning district and overlay districts;
 - 2. Whether the proposed Final Plat is consistent with all standards of these Subdivision Regulations and other related codes and ordinances enforced by the City; and
 - 3. Whether the proposed Final Plat meets all the requirements or conditions of any applicable development approvals, such as development plans or associated modification of standards.
- B. Final Plat approval shall be subject to the completion of required improvements, or in lieu, the CMPC may approve a Performance Agreement.

2.3.7 Signing and Recording of a Final Plat

- A. After final approval of the plat and the affixing of all required signatures, the applicant shall file and record the original copy with the County Register.
- B. The applicant shall file and record any dedications, agreements, and such legal documents as the City Attorney shall require with the County Register.
- C. No lots shall be sold from any plat until it has been recorded with the County Register.

2.3.8 Property Vestment

In accordance with TCA 13-4-310, approval by the CMPC of a Final Plat on or after January 1, 2015, will cause a vested property right to be established. Vestment rights and periods shall be in accordance with TCA 13-4-310 and the Zoning Ordinance.

2.3.9 Approval Does Not Constitute Acceptance

No street, right-of-way, utility easement, or drainage easement shall be accepted for maintenance as a public facility unless accepted by the City Council, by resolution.

2.3.10 Contents of the Final Plat Submittal

The following information is required to be submitted. The City Engineer and CMPC may, upon request, require additional information to be provided.

1. Name of proposed subdivision.
2. Contact information for the owner, including name, address, email, and phone.
3. Contact information for professional(s) preparing the plat and documents.
4. North arrow, legend, and site vicinity map.
5. Graphic scale: between 1 inch = 10 feet and 1 inch = 100 feet, unless otherwise approved.
6. Purpose note that describes the intent of the plat.
7. Survey stamped by a State of Tennessee Licensed Professional Land Surveyor as stated in **Section 2.2.3**, with all project boundaries including bearings and angles to the nearest hundredth.
8. Note referencing Tennessee State Plane Coordinate System, NAD 83 Datum.
9. The size of total property to be subdivided in square feet and acres.
10. All property boundaries, easements, and encumbrances.
11. Parcel identification, owner names, and deed and plat references of adjoining properties.
12. The location of all streams, waterbodies, conveyances, and wetlands.
13. The location of all cemeteries, geologic features such as sinkholes, or features that may restrict the land use.
14. The location of all existing structures within the property.
15. The approximate location of all existing structures adjacent to the property.
16. FEMA Special Flood Hazard Area (SFHA), 100-year Floodplain (F-P) and Floodway (F-W) boundaries with elevations and the exact location of the nearest benchmark. Indicate the Flood Insurance Rate Map (FIRM) panel number, its effective date, and flood insurance zones.
17. The location, dimension, square footage of lot, and lot numbers of all lots.
18. Typical lot layout depicting proposed setbacks and easements.
19. Identify all critical lots.
20. Streets and alleys including widths, classification, names, and proposed ownership and maintenance responsibility.

21. Sidewalks, trails, and other pedestrian elements.
22. Location and dimension of any aquatic buffer zones.
23. Location and dimension of any buffers.
24. The location and size of all common and open space lots and parkland dedications.
25. Connections to existing and proposed streets (including classification) located outside the development.
26. Location, size, and type of existing and proposed utility easements and utility features including, but not limited to, potable water, fire hydrant, sanitary sewer, storm sewer, and power and communication facilities.
27. Storm drainage system including areas for detention or retention and water quality.
28. All required plat certificates (**Appendix A**).

Chapter 3 - Infrastructure Requirements

3.1 General Requirements

Streets, sidewalks, drainage areas, landscaping, utilities, and other site improvements are to be constructed in a satisfactory manner in accordance with ordinances, specifications, and standards established by the City.

3.2 Water Supply System

The construction standards and specifications for the water supply system shall be as established by the City, the International Fire Code, and the water utility district providing service to the development.

3.3 Sanitary Sewerage System

The construction standards and specifications for the sanitary sewerage system shall be in accordance with standards set forth by the City of Columbia Wastewater Department, the Tennessee Department of Environment and Conservation (TDEC), and the Engineering Standards and Specifications (ESS).

3.3.1 Mandatory Connection to Public Sewer System

When public sanitary sewers are accessible to the subdivision, as determined by the Columbia Wastewater Director, the developer shall provide such facilities to each lot therein and shall connect the facilities to the public system.

3.3.2 Individual Disposal System Requirements

If public sewer facilities are not available and individual disposal systems are proposed:

- A. Lot areas shall be a minimum of one (1) acre;
- B. The septic systems and other waste disposal methods must be permitted by the Tennessee State Department of Environment and Conservation (TDEC), the City of Columbia Wastewater Department, and all other relevant agencies; and
- C. Subsurface disposal areas and relevant information shall be indicated on the Final Plat.

The CMPC may prohibit the installation of sewage disposal facilities requiring soil absorption systems where such systems will not function due to high groundwater, flooding, excess use, or unsuitable soil characteristics. If prohibited, the applicant shall note on the Final Plat and any deed of conveyance that soil absorption fields are prohibited in designated areas.

3.4 Stormwater Management

The stormwater management requirements shall be in accordance with the Stormwater Ordinance, Engineering Standards and Specifications, and the Zoning Ordinance

3.5 Fire Hydrants

Fire hydrants shall be located and installed in accordance with the International Fire Code, the construction standards and specifications for the water utility district providing service to the subdivision, and the City of Columbia Fire and Rescue. Minimum pressure and flow shall meet City of Columbia Fire and Rescue and TDEC requirements.

3.6 Right-Of-Way Dedication

The applicant shall ensure the development complies with Connect Columbia and the Engineering Standards and Specifications, including required right-of-way dedication.

3.7 Easements Required

- A. Public Utility and Drainage Easements (PUDE) shall be required and be ten (10) feet in width on all property lines parallel and abutting public roads or rights-of-way, and five (5) feet in width on all interior lot lines, except for interior lot lines with a zero lot line or a common wall along a lot line.
- B. Easements shall be provided along rear lot lines or across lots for utilities (private or public) at least ten (10) feet in width.
- C. Easements for storm and sanitary sewers shall be twenty (20) feet in width.
- D. Lots that are served by alleys shall provide a PUDE that parallels the alley five (5) feet in width and includes periodic extensions of the easement to accommodate transformers, pedestals, and utility banks. The frequency of periodic easements extensions shall be determined by the City Engineer and appropriate local utility district.

3.8 Street Lighting

The applicant shall bear the financial responsibility for the installation costs, including materials and labor, for street lighting. Street lights shall conform to the Engineering Standards and Specifications and those of the power utility district, where applicable.

3.9 Street Signage

The applicant shall bear the financial responsibility for the installation costs, including materials and labor, for the placement of street identification signs and street sign poles required in the subdivision. These poles and signs shall be of such size and specifications as deemed appropriate by the Public Works Department to meet the specific requirements of the subdivision.

3.10 Underground Utilities

All proposed primary and secondary utility service lines shall be placed underground. The City Engineer may waive this requirement upon recommendation by the power utility district or in minor subdivisions with existing overhead utilities.

3.11 Monuments and Pins

- A. For arterial and collector streets, concrete monuments four (4) inches in diameter or square and three (3) feet long with a flat top shall be set at all right-of-way corners, at all points, where the right-of-way lines intersect the exterior boundaries of the subdivision, and at angle points and points of curve in each right-of-way. The top of the monument shall have an indented cross to properly identify the location and shall be set flush with the finished grade.
- B. All other lot corners shall be marked with iron pins not less than three-fourths (3/4) inch in diameter and twenty-four (24) inches long and driven flush with the finished grade.
- C. The lines of lots that extend to rivers or streams shall be monumented in the field by iron pins at least eighteen (18) inches long and five-eighths (5/8) inch in diameter or by round or square iron bars at least eighteen (18) inches long. Such pins shall be placed at the point of intersection of the river or stream and lot line, with a meander line established not more than forty (40) feet back from the bank of the river or stream.

3.12 Maintenance and Supervision

Where the subdivision contains sewers, water supply systems, or other facilities necessary or desirable for the welfare of the area, or that are of common use or benefit, provisions shall be made for the proper and continuous operation, maintenance, and supervision of such facilities.

3.13 Minimum Required

Before a final subdivision plat is filed and placed on the agenda of the CMPC, at a minimum, the following infrastructure shall be completed in a manner satisfactory to the City Engineer.

- A. Asphalt binder and curbing.
- B. Street signage.
- C. Utilities including power, sewer, and water.
- D. Stormwater management facilities.
- E. Any other improvements deemed necessary by the City Engineer or CMPC.

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Chapter 4 – Performance Agreement

4.1 Performance Agreement

4.1.1 General

The final subdivision plat shall be accompanied by a Performance Agreement unless determined by the City Engineer no improvements are required as part of the project. The Performance Agreement shall mean two documents, the Development Agreement (**Appendix B**) and a performance surety.

4.1.2 Authorization and Enforcement

The CMPC authorizes the City Engineer to sign and execute, enforce, reduce, and release the Performance Agreement on its behalf. The City Engineer shall provide a report of all active Performance Agreements to the CMPC and notify the CMPC of any breaches or enforcement actions.

4.2 Development Agreement

The developer shall sign and execute the Development Agreement (**Appendix B**).

4.3 Performance Surety

4.3.1 General

- A. The performance surety shall be an amount estimated by the City Engineer as sufficient to the satisfactory construction, installation, and dedication of the required improvements.
- B. The value of the performance surety shall be, at a minimum, 125% of the total cost of improvements less the total cost of completed improvements.
- C. The performance surety shall comply with all statutory requirements and shall be satisfactory to legal counsel and the City Engineer in form, sufficiency, and manner of execution, as set forth in these regulations.
- D. The amount and conditions of the performance surety shall be approved by the CMPC.
- E. Sixty (60) days prior to the expiration of the surety, if improvements are not complete, the City Engineer may extend the expiration date set forth in such performance surety for a maximum period of one additional year.
- F. Upon extension, the City Engineer shall, upon determination that the amount is not satisfactory to the construction, installation, and dedication of the incomplete portion of required improvements, require the developer to provide a minimum of ten (10) percent increase or greater to the surety.
- G. The performance surety shall provide an automatic renewal, with an extension of one additional year, referred to as an evergreen clause.

4.3.2 Types Accepted

The security may be in a form as follows and shall express the value in a total equaling the sum of all work categories. The beneficiary shall be the City of Columbia.

- A. Irrevocable Letter of Credit issued by or confirmed by a financial institution located within a seventy-five (75) mile radius of Columbia, Tennessee.
- B. Cashier's or certified check.

The City Engineer may disallow the use of an Irrevocable Letter of Credit by an applicant whose past performance has resulted in a breached Performance Agreement for one (1) year from the date of the breach.

4.4 Release, Reduction, or Extension of Performance Surety

- A. The City Engineer shall not release or reduce a performance surety until all applicable departments or agencies provide written confirmation that all required improvements have been satisfactorily completed. There shall be no reduction or release of a performance surety if there are any outstanding administrative penalties or violations related to the subdivision.
- B. A performance surety may be reduced, upon demonstration of satisfactory completion of public improvements, to an amount determined by the City Engineer and based upon the total cost of the improvements for the subdivision. In no event shall a performance surety be reduced below \$5000 or twenty-five (25) percent of the total cost of improvements, whichever is greater, prior to any subdivision acceptance. No more than two reductions shall be considered by the City Engineer.

Chapter 5: Subdivision Acceptance

5.1 Preliminary Acceptance

5.1.1 Request

The developer may request preliminary acceptance of the subdivision once the following conditions are met:

- A. Completion of all required improvements in a satisfactory manner to all relevant regulations and standards;
- B. Substantial completion of all buildings, structures, and private development within the subdivision; and
- C. Other conditions established by the CMPC or City Engineer.

The developer shall request preliminary acceptance in a signed letter or electronic document addressed to the City Engineer at City Hall, specifying the subdivision name and that all of the above conditions have been met.

5.1.2 Inspection

Upon receipt of the request for preliminary acceptance, all applicable departments and agencies shall perform an inspection of the subdivision and all improvements and provide either an approval or a list of deficiencies. Any noted deficiencies shall be provided to the developer within sixty (60) days. Upon correction of the deficiencies, the developer may again request preliminary acceptance.

5.1.3 Acceptance

Upon approval of the inspection, the City Engineer shall issue preliminary acceptance of the subdivision. The performance surety shall be reduced to \$5000 or ten (10) percent of the total cost of improvements, whichever is greater. Preliminary acceptance does not convey the responsibility of maintenance to the City.

5.2 Final Acceptance

5.2.1 Request

After one year from the date of preliminary acceptance, the developer may request final acceptance of the subdivision. The developer shall request final acceptance in a signed letter or electronic document addressed to the City Engineer at City Hall, specifying the subdivision name.

5.2.2 Inspection

Upon receipt of request for final acceptance, all applicable departments and agencies shall perform an inspection of the subdivision and all improvements and provide either an approval or a list of deficiencies. Any noted deficiencies shall be provided to the developer within sixty (60) days. Upon

correction of the deficiencies, the developer may again request final acceptance.

5.2.3 City Council Resolution

Upon approval of the inspection, the City Engineer shall prepare a City Council Resolution for final acceptance of the subdivision and maintenance of the specified improvements. The developer shall dedicate such improvements to the City free and clear of all liens and encumbrances on the property.

Chapter 6: Definitions

Access Management

The Access Management Ordinance which manages and authorizes connections to the City road network.

Alley

A minor public or private way intended to be used primarily for vehicular service access to the rear side of properties. Alleys shall connect between two streets or alleys and shall avoid having dead-ends.

Applicant

The owner of the property or the authorized representative of the owner who is applying for development approval.

Buffer

A protective barrier between two areas. Examples include landscaped buffers, aquatic buffers, and grass strip sidewalk buffers.

Connect Columbia

The comprehensive land use, transportation, and parks and recreation plan adopted by the City of Columbia.

Construction Plans

The engineered drawings and documents showing the specific design and construction methods of all site development.

Critical Lot

Lots designated as critical during the concept plan review process, or Final Plat review process if no concept plan is required, based on soil conditions, degree of slope, flooding, or other lot features that could affect the feasibility of construction.

Developer

The person or entity responsible for the construction, maintenance, and completion of a development project.

Development

Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, permanent storage of materials, and subdivision. Agricultural activities such as plowing or cultivating and gardening activities are not included in this definition of development. See also the Zoning Ordinance.

Development Plan

The plans and specification of a proposed development ion showing the character and proposed layout of the project. See also the Zoning Ordinance.

Development Services Department

The City of Columbia department consisting of Planning and Zoning, Building, and Engineering divisions primarily focused on providing services related to land development within the City.

Easement

A grant by a landowner to another person, entity, or to the public for the right to occupy or use designated land for specific purposes such as access, drainage, conservation, the location of public improvements, or other specified purposes. An easement does not constitute fee simple ownership of the land.

Engineering Standards and Specifications

Standards for the design and construction related to land development within the City of Columbia

Evergreen Clause

A term of an agreement automatically extending the agreement, unless one of the parties provides notice in writing that it is not to be renewed.

FEMA Special Flood Hazard Area (SFHA)

SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

Final Plat

A type of application to finalize a layout for subdividing land into two or more lots suitable for recording at the Maury County Office of Register of Deeds.

Floodplain

A land area adjoining a river, stream, watercourse, bay, or lake that is likely to be flooded.

Floodway

The channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Improvements

Any building, structure, landscaping, lighting, public ways, or other objects or improvement constituting a physical betterment of real property, or any part of such betterment.

International Fire Code

Regulations for fire prevention and fire protection systems that prevent hazardous conditions to life and property produced by the International Code Council and adopted by the City of Columbia.

Irrevocable Letter of Credit

An irrevocable letter of credit (ILOC) is an official correspondence from a bank that guarantees funds or payment by an applicant for a specific good or service

Lot

A parcel of land occupied, by one main building or a group of main buildings, including open spaces as required by municipal regulations and ordinances.

Lot of Record

A lot or tract of land, described by deed and/or subdivision plat, filed in the Maury County Office of Register of Deeds.

Open Space, Common

Open space includes, but is not limited to, parks, plazas, courtyards, playing fields, trails, greenways, and golf courses.

Owner

Includes any person who is the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at least 10 years, and the like. Whenever a statement of ownership is required by this article, full disclosure of all legal and equitable interests in the property is required.

Preliminary Plat

A map of a proposed land subdivision showing the character and proposed layout of the tract in sufficient detail to indicate the suitability of the proposed subdivision of land.

Stormwater Facilities

Designed pipes, ditches, swales, filters, and ponds to convey storm runoff, remove pollutants, and control flow rates.

Stormwater Maintenance Agreement

A recorded agreement between the City of Columbia and the developer of a certain project to ensure the ongoing maintenance responsibility of stormwater facilities.

Stormwater Ordinance

Standards set forth about the management of stormwater runoff and protection of water resources.

Street

An existing or planned public or private right of way that is designed, dedicated, or used principally for vehicular and pedestrian circulation, which provides access for abutting properties.

Subdivision

The division of land into two or more lots, sites, or other divisions requiring new street or utility construction, or any division of fewer than five acres, for the purpose, whether immediate or future, of sale or building development and includes resubdivision and when appropriate to the context, relates to the process of resubdividing or the land or area subdivide.

Zoning Ordinance

Regulations that govern the land use, bulk standards, densities, and zoning districts within the City of Columbia.

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Appendix A: Certificates

A.1 Certificate of Ownership and Dedication

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book _____, Page _____, Maury County Registers Office, and adopt this final subdivision plat of the property as shown hereon and dedicate all public ways and easements as noted with my (our) free consent.

Owner(s)

Date

Title (if action for corporation or partnership)

A.2 Certificate of Survey Accuracy

I (we) hereby certify that to the best of my (our) knowledge and belief this is a true and accurate survey of the property shown hereon; that this is a class " _____ " Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated, and that the ratio of precision is greater than or equal to 1: _____.

Registered Land Surveyor

Number

Date

A.3 Certificate of Approval of Water System

I hereby certify that the water system(s) outlined or indicated on this final subdivision plat has/have been installed in accordance with current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Name

Date

Title

Authorizing Agency

A.4 Certificate of Approval of Streets, Drainage, and Utilities

I hereby certify that the streets, drainage, and utilities outlined or indicated on this final subdivision plat have been installed in accordance with City specifications, or a performance surety in the amount of \$ _____ for streets and drainage has been posted with the City of Columbia, Tennessee, to assure completion of such improvements.

City Engineer
Columbia, Tennessee

Date

A.5 Certificate of Approval for Recording

I hereby certify that the final subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations, with the exception of such variances, if any, as noted in the minutes of the Columbia Municipal Planning Commission, and that it has been approved for recording in the Office of the Maury County Register of Deeds.

Planning Director
Columbia, Tennessee

Date

A.6 Certificate of Subdivision Name and Street Names

Subdivision name and street names approved by the City Engineering Department and by E-911 Maury County.

Maury County E-911

Date

A.7 Certificate of Sanitary Sewer System

I hereby certify that the sanitary sewer system outlined or indicated on this final subdivision plat has been installed in accordance with the current local and state government requirements, or a sufficient bond or other surety has been filed to guarantee said installation.

Director of Wastewater Department
Columbia, Tennessee

Date

A.8 Certificate of Compliance

I hereby certify that the final subdivision plat shown hereon has been found to comply with the City of Columbia Subdivision Regulations and other adopted ordinances and policies.

City Engineer
Columbia, Tennessee

Date

Appendix B: Subdivision Development Agreement

This DEVELOPMENT AGREEMENT is made and entered into on this

_____ day of _____, 20____, ,
between THE CITY OF COLUMBIA, TENNESSEE, (hereinafter the "CITY"), and

_____, the DEVELOPER (hereinafter the
"DEVELOPER") named on the Addendum to this Agreement attached hereto and by this reference made
a part hereof (hereinafter the "ADDENDUM").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described on the ADDENDUM (hereinafter
the "PROJECT"); and,

WHEREAS, the Development Plan of the PROJECT has been approved by the Columbia Municipal
Planning Commission (hereinafter the "CMPC") on the

_____ day of _____, 20____, ,
pursuant to Tennessee Code Annotated Title 13, Chapter 4, and the Subdivision Regulations of
Columbia, Tennessee (hereinafter the "SUBDIVISION REGULATIONS"); and,

WHEREAS, the DEVELOPER is the owner of the PROJECT and has authority to engage in such
development; and,

WHEREAS, the DEVELOPER desires to develop and improve said PROJECT; and,

WHEREAS, in order to provide for the health, safety, and welfare of future residents of the PROJECT, it
will be necessary for certain improvements to the CITY'S utility systems, public infrastructure, and
common areas to be constructed within and to serve the PROJECT including but not be limited to roads,
bridges, sidewalks, pedestrian facilities, stormwater facilities, street signs, markings, signals, street
lighting, recreation and park facilities, landscaping, and the like (hereinafter the "IMPROVEMENTS");
and,

WHEREAS, in order for the IMPROVEMENTS to be fully integrated with the utility systems and public
infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to
construct, in accordance with the Subdivision Regulations and other rules, regulations, and ordinances
of the CITY, the IMPROVEMENTS in said PROJECT and extend utilities to the PROJECT at their own cost;
and,

WHEREAS, the CITY is willing to accept the dedication of the streets, utilities, and other improvements
as determined in the Development Plan of the PROJECT, subject to the City of Columbia City Council
approval by resolution, and subject to the applicant's compliance with all requirements in this
agreement and applicable existing laws of the CITY of Columbia and the State of Tennessee,

NOW, THEREFORE, it is agreed and understood as follows:

B1 General Conditions

B1.1 Construction Costs

The DEVELOPER shall pay for all material and labor necessary to install and complete the roads, sidewalks, sewers, utilities, and other facilities in accordance with this agreement.

B1.2 City Ordinances, Rules and Regulations

All currently existing CITY ordinances, rules and regulations, and the Subdivision Regulations adopted by the CMPC are made a part of this agreement. In the event of a conflict between the terms of this agreement and a CITY ordinance, the ordinance shall prevail. In the event of a conflict between the terms of this agreement and the Subdivision Regulations, the Subdivision Regulations shall prevail. All work done under this agreement is to be performed in accordance with plans and specifications approved by the City and made a part, hereof.

B1.3 Fees

Review fees, inspection fees, and other amounts established by the CITY shall be paid prior to any review of the plans. If the DEVELOPER fails to install the facilities in accordance with the terms of this Agreement, no portion of the review fees, inspection fees, or other amounts paid to the CITY shall be refundable to the DEVELOPER.

B1.4 Inspection

The CITY shall have a continuous right to inspect the work and facilities to assure that the work and facilities are in accordance with the Subdivision Regulations, approved Construction Plans, and other rules, regulations, and ordinances of the CITY.

B1.5 Right of Entry

The CITY shall have the right, in case of breach of the Performance Agreement, to enter upon any property of the DEVELOPER and take all necessary actions to complete the work and obligations not completed.

B1.6 Easements

The DEVELOPER shall obtain and dedicate to the CITY or cause to be dedicated to the CITY, either by dedication on the plat or by easement deed, in either case in a form acceptable to the CITY, permanent easements of such widths as required by the CITY and noted on the Plans. The DEVELOPER further agrees to grant the necessary easements and rights-of-way across the DEVELOPER's properties without expense to the CITY and waive any claim for damages.

B1.7 Stormwater Maintenance Agreement

If the PROJECT includes any detention or retention ponds, common drainage ditches, water quality facilities, or stormwater facilities outside of the CITY rights-of-way, the DEVELOPER will submit a Stormwater Maintenance Agreement, to be filed with and recorded with the Final Plat.

B1.8 Attorney Fees and Other Expenses

The DEVELOPER shall pay all reasonable costs and expenses incurred by the CITY in enforcing or completing this agreement. The DEVELOPER shall pay all costs and expenses, including the CITY'S attorney fees, of any legal proceedings brought by the CITY against the DEVELOPER seeking remedies for the DEVELOPER'S failure to perform any of its obligations hereunder, whether or not any proceedings are prosecuted to judgment.

B1.9 Agreement Not Assignable

No third party shall obtain any benefits or rights under this agreement nor shall the rights or duties be assigned by either party.

B1.10 Revocation and Interpretation

This agreement shall bind the DEVELOPER when executed by the DEVELOPER and may not be revoked by the DEVELOPER without permission of the CITY, even if the agreement has not been executed by the CITY, or does not bind CITY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Maury County, Tennessee, and Tennessee Appellate Courts.

B1.11 No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings.

B1.12 Separability

If any portion of this agreement is held to be unenforceable, the CITY shall have the right to determine whether the remainder of the agreement shall remain in effect, or whether the agreement shall be void and all rights of the DEVELOPER pursuant to this agreement terminated.

B 1.13 Transferability

The DEVELOPER agrees to not transfer the property on which this PROJECT is to be located without first providing the CITY with written notice. The transferee shall provide the CITY an Assumption Agreement of this Agreement, whereby the transferee agrees to perform the IMPROVEMENTS required under this agreement and to provide a performance surety. The DEVELOPER understands that if the DEVELOPER transfers said property without providing the notice of transfer and Assumption Agreement as required herein, they will be in breach of this agreement and in violation of the Subdivision Regulations.

B1.14 Indemnity

The DEVELOPER shall indemnify and hold the CITY harmless from all loss, costs, expenses, liability, money damages, penalties, or claims arising out of any work covered by this agreement, including any attorney fees incurred by the CITY in connection therewith. Inspection of the IMPROVEMENTS by an authorized representative of the CITY shall not constitute a waiver by the CITY of any defect or of any of the DEVELOPER'S obligations hereunder.

B1.15 Binding Effect

This agreement shall be binding upon the DEVELOPER and the DEVELOPER's heirs, administrators, executors, assigns, and any other successors in interest.

B1.16 Entire Agreement

This document contains the entire agreement between the parties, and there are no collateral understandings or agreements between them. No variations or alterations of the terms of this agreement shall be binding upon either of the parties, unless the same be reduced to writing and made an amendment to this agreement.

B1.17 Headings

Paragraph titles and headings contained herein are inserted for convenience only and shall not be deemed a part of the agreement and in no way shall define, limit, extend, or describe the scope or intent of any provision, hereof.

B2 Performance Surety

At the time of execution of this agreement, the DEVELOPER shall provide the CITY a performance surety, in an amount determined by the City Engineer for the IMPROVEMENTS and other items specified by the Construction Plans, plats, and plans approved by the CMPC. This performance surety shall secure performance of all obligations of the DEVELOPER under this agreement. The performance surety shall meet all requirements established in Chapter 4: Performance Agreement of the Subdivision Regulations and secure full compliance with all terms and conditions of this agreement. The performance surety may be called for failure to comply with the provisions of this agreement in whole or in part according to the terms of the performance surety. The performance surety will not be released, except and until there has been full compliance with this agreement.

B3 Construction

B3.1 Construction Plans

The DEVELOPER shall submit to the CITY, Construction Plans describing in reasonable detail all utility systems, all storm water management systems, all street systems, pedestrian facilities, and all IMPROVEMENTS. The Construction Plans shall be designed according to the Engineering Standards and Specifications, all other codes and ordinances enforced by the City, and sound engineering judgment. The design of all utility systems shall follow the State of Tennessee and utility provider design criteria and specifications. In the event of a disagreement as to compliance with or interpretation of the Construction Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER. The Construction Plans shall be prepared by a design professional licensed by the State of Tennessee to design all systems and shall bear the seal, signature, date, and license number of the professional preparing the Construction Plans.

B3.2 Commencement of Construction

Construction of IMPROVEMENTS may not begin until the following events have occurred:

- A. The Preliminary Plat has been approved by the CMPC;
- B. The Construction Plans are approved by the CITY;
- C. The Tennessee Department of Environment and Conservation has approved the applicable portions of the Plans and has confirmed its approval to the CITY and/or DEVELOPER in writing;
- D. The CITY shall have received an appropriately executed Development Agreement; and
- E. The DEVELOPER shall give the CITY notice of commencement of construction, in writing at least one (1) working day prior to commencement.

B3.3 Site Grading

The DEVELOPER, hereby, agrees to construct all site grading to comply with the approved Construction Plans, including the approved Erosion Control Plan for the PROJECT and to comply with the Engineering Standards and Specifications, Stormwater Ordinance, and all other codes and ordinances enforced by the CITY.

B3.4 Storm Water Management Systems

The DEVELOPER shall be responsible for all storm water management work made necessary by the development of this PROJECT. It is understood and agreed that the CITY in its proprietary function is not and could not be expected to oversee, supervise, or direct the construction of all drainage improvements, and the excavation incident thereto. Neither is the CITY vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process. The CITY is vested with the right of periodic inspections, stop work order, and final approval as a measure of secondary or subsequent enforcement. The DEVELOPER has and shall retain the responsibility to properly anticipate, survey, design and construct the subdivision storm water improvements and give full assurance that same shall not adversely affect the flow or quality of surface water from or upon any property. In providing technical assistance, plan and design review, the CITY does not and shall not relieve or accept any liability from the DEVELOPER.

B3.5 Street Construction

The DEVELOPER, hereby, agrees to construct and improve the streets shown on the Construction Plans to comply with the CITY's specifications and to the satisfaction and approval of the City Engineer by grading, draining, subgrade preparation, base preparation, curbing, signage, striping, signalization, sidewalk installation, and paving with the required preparation, amounts, and types of material. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory cost incidental to the construction of subdivision streets including but not limited to material and density testing. The DEVELOPER further agrees to make all necessary adjustments to manholes and valve boxes to meet finished surface grade and to repair subsurface or base material, as required, in areas directed by the CITY Engineer, prior to application of final surface.

B3.6 Time Period for Construction

The DEVELOPER agrees to be bound to complete, within three (3) years of commencement of construction, all IMPROVEMENTS shown on the plat and plans and all things required by this agreement.

The DEVELOPER further agrees that if due to unforeseen circumstances, he is unable to complete all work included in this agreement within the time specified above, but desires to complete said agreement to the satisfaction of the CITY, the DEVELOPER shall submit a written request for extension of the agreement period to the CITY at least sixty (60) days prior to the expiration of the existing agreement period, specifying the reason for the DEVELOPER's failure to complete the work as agreed and a prospective date for such completion. The DEVELOPER further agrees that if the performance surety executed to secure the value of the work to be performed under this agreement, due to inflation or rising costs, is determined to be inadequate by the City Engineer to secure the cost of said IMPROVEMENTS at the time an extension is sought, the DEVELOPER will provide the additional security to bring the performance surety amount in line with current cost projections as made by the CITY. The DEVELOPER understands that the DEVELOPER's failure to follow the extension procedure constitutes a breach of this agreement and places the DEVELOPER in violation of the Subdivision Regulations. The DEVELOPER further understands, that should the DEVELOPER fail to complete any part of the work outlined in this agreement in a good and workmanlike manner as approved, the CITY shall reserve the right to withhold and withdraw all building permits within the PROJECT until all items of this Agreement have been fulfilled by the DEVELOPER.

B3.7 Off-Site Improvements

The DEVELOPER shall construct any and all off-site facilities that may be required to serve the PROJECT. Unless specifically noted in the Construction Plans and made a part of separate agreement with the CITY, the CITY shall not be required to reimburse the DEVELOPER for construction of off-site improvements.

B3.9 Inspection and Compliance

After construction begins, the CITY shall provide on-site construction inspection as the CITY deems necessary to ensure that all work is performed and completed in accordance with the Construction Plans, CITY specifications, and the contents of this agreement. In the event of a disagreement as to compliance with or interpretation of the Construction Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER. If the DEVELOPER fails to construct in accordance with the approved Construction Plans or to comply with the CITY'S specifications, the CITY may issue a stop-work order and DEVELOPER, hereby, agrees to be bound by such order.

B3.10 Testing

The DEVELOPER agrees to pay the cost of all engineering, inspection, and laboratory cost incidental to construction of the streets, sidewalks, utilities, sewers, compacted fill material, and other facilities included within this agreement. Such testing includes, but is not limited to, material and density testing.

B3.11 Scrap Removal

The DEVELOPER agrees to comply with all local, state, and federal rules and regulations regarding waste material and debris disposal.

B3.12 Traffic Control

The DEVELOPER, hereby, agrees to prepare a traffic control/detour plan where required and shall submit said plan to the CITY for review and approval. All traffic control and safety devices, including

signs, lane markings, and barriers necessitated by construction activity undertaken pursuant to this agreement shall be installed and maintained by the DEVELOPER. All traffic control devices shall meet the standards and be installed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the United States Department of Transportation.

B3.13 Temporary Facilities

The DEVELOPER shall provide all temporary facilities including but not limited to utilities and roadways, that are determined by the CITY to be required in connection with or as a result of interruption of service or access that occurs as a consequence of construction activity associated with the work covered by this agreement. Such temporary services shall in all regards and at all points in time be adequate to assure emergency access and adequate fire flows.

B4 Acceptance of Improvements

B4.1 Completion of Improvements

At such time as the improvements have been constructed and installed, in accordance with the Constructions Plans and specifications, required testing and inspections completed and found satisfactory, and all clean-up and cover-up has been done to the satisfaction the City Engineer, a letter requesting preliminary acceptance of the PROJECT will be provided by the DEVELOPER. Formal acceptance shall follow the procedure established in the Subdivision Regulations.

The DEVELOPER agrees the DEVELOPER shall have no claim, direct or implied, in the title or ownership of the IMPROVEMENTS specified in this agreement when the IMPROVEMENTS are complete and thereafter accepted by the CITY. The DEVELOPER will be responsible for construction failures and defects in PROJECT prior to final acceptance. During this period, it shall remain the responsibility of the DEVELOPER to correct and cure these defects and failures.

B4.2 As-Built Drawings and Post-Completion Items

The DEVELOPER agrees to furnish to the CITY as-built plans, on a reproducible, stable media, of the sanitary sewer, storm water management, water mains and service system, and streets within the subdivision before the CITY shall accept the subdivision.

B4.3 Acceptance of Facilities

Upon final acceptance of all or part of the IMPROVEMENTS in the PROJECT, then those IMPROVEMENTS shall become the property of the CITY free from all claims from any person or entity without the necessity of any further writing, agreement, or deed. The DEVELOPER further agrees that any facilities placed within a public or platted right-of-way or dedicated public easement are irrevocably dedicated to the public use without any right of reimbursement or compensation of any kind.

B4.4 Failure to Install

In the event the DEVELOPER fails to install the facilities in accordance with the terms of this agreement, the CITY may, in its sole discretion, elect to accept all or a portion of the IMPROVEMENTS in the PROJECT. Should the CITY choose to accept all or a portion of these IMPROVEMENTS, the CITY shall become the sole owner of these facilities. The CITY may give notice of acceptance by writing delivered to the DEVELOPER or recorded in the Register's Office of Maury County, Tennessee. No further writing or deed shall be required.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so, to do on or as of the day and year first given.

_____ PROJECT	
<i>Completed by the Developer</i>	<i>Completed by the City</i>
_____ DEVELOPER NAME	_____ CITY ENGINEER
_____ AUTHORIZED AGENT NAME	_____ SIGNATURE
_____ SIGNATURE	_____ DATE
_____ DATE	
_____ STREET	
_____ CITY, STATE, ZIP	
_____ PHONE	
_____ EMAIL	
<i>Attest</i>	<i>Attest</i>
_____ ATTEST NAME	_____ ATTEST NAME
_____ ATTEST SIGNATURE	_____ ATTEST SIGNATURE
_____ DATE	_____ DATE