



**City of Columbia City Council
Study Session Agenda
November 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. 4535 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE HONEY FARM PUD MASTER PLAN AT TAX MAP 51 PARCEL 58.03 OFF HONEY FARM WAY AND LEAFCUTTER BEE ROAD - WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.**

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The applicant is requesting to modify the PUD Master Plan for Honey Farm to allow a retail addition at the StorPlace site, which consists of three storage and one office building. This component will be with the office building. The Planning Commission reviewed the request and recommended approval by a vote of five to zero at the October 15, 2024 meeting. The required notice of Public Hearing was advertised on October 29, 2024 in the Daily Herald.

ATTACHMENTS: PH Staff Report Ordinance No. 4535, Ordinance 4535, Ordinance No. 4535 Exhibit A, Ordinance No. 4535 Exhibit B, DS Staff Report.

1 CALL TO ORDER/ROLL CALL.

2 INVOCATION .

3 PLEDGE OF ALLEGIANCE.

4 APPROVAL OF AGENDA.

5 PRESENTATIONS.

5.1.INTRODUCTION OF THE 2024-2025 COLUMBIA MAYOR'S YOUTH COUNCIL MEMBERS (REGULAR MEETING ONLY)

5.2.QUARTERLY PRESENTATION BY WIL EVANS, PRESIDENT OF MAURY COUNTY CHAMBER AND ECONOMIC ALLIANCE (REGULAR MEETING ONLY)

6 ORGANIZATIONAL BUSINESS.

6.1. APPROVE THE MINUTES OF THE OCTOBER 10, 2024 CITY COUNCIL MEETING - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

ATTACHMENTS: October 2024 City Council Minutes.

6.2. APPOINTMENT OF A CITY ATTORNEY

7 CONSENT AGENDA

7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF SEPTEMBER 2024 IN THE AMOUNT OF \$7,449,436.44 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: September 2024 Disbursements.

7.2. APPROVE PAYMENT TO MAURY COUNTY TO PROVIDE FUNDING FOR THE MAURY COUNTY/CITY OF COLUMBIA ANIMAL SERVICES FACILITY FOR THE FIRST QUARTER OF FY 2025 \$67,500 - FINANCE.

RECOMMENDATION: Approve.

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

The 2016 contract extension terminated on October 2, 2018. The City's FY 2025 budget includes \$270,000 for the City's contribution towards facility operations, or \$67,500 per quarter. An invoice has been received for the first quarter of FY 2025, which exceeds \$67,500. The invoice and supporting documentation have been reviewed by Finance.

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

CERTIFICATION: The Chief Financial Officer certifies that \$67,500 is budgeted and unencumbered in General Government-Animal Control.

ATTACHMENTS: Animal Shelter FY 25 1st Quarter Invoice.

7.3. APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AMENDMENT TO THE CONTRACT WITH TENNESSEE PROPERTY MANAGEMENT LLC IN THE AMOUNT OF \$18,000 - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City recently completed Presidential Park on West 7th Street and added 10 planters and 8 additional beds to the downtown square. After speaking with our current landscape contractor, Tennessee Property Management LLC, they have agreed to add the maintenance of these new areas to our current service contract with them for an additional \$18,000 annually or \$1,500 monthly.

CERTIFICATION: The Chief Financial Officer certifies at \$18,000 is budgeted and unencumbered in General - Miscellaneous-Maintenance/Repair-Other.

ATTACHMENTS: Staff Report TN Property Management Amendment , Amendment to TN Property Management Contract , TN Property Management Quote.

7.4. APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO EXECUTE CONTRACT WITH BLUEBIRD ROOFING FOR ROOF REPLACEMENT AT CITY HALL IN THE AMOUNT OF \$200,000. - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: In response to requests for bids regarding the City Hall Roof Replacement located at 700 N. Garden St. in the City of Columbia. Six responsive bids were received on October 3, 2024. Hurst-Rosche, Inc. (HR # 350-1234), the architectural and engineering firm on this project, recommends bid award to Bluebird Roofing in the amount of \$200,000.

CERTIFICATION: The Chief Financial Officer certifies at \$200,000 is budgeted and unencumbered in Capital Projects-General Govt - Administrative.

ATTACHMENTS: Staff Report City Hall Roof , Columbia City Hall Roof Replacement Project Manual.

7.5. APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT BETWEEN GREEN TRAILS, LLC, BOBBY SANDS AND BETH SANDS, AND THE CITY OF COLUMBIA REGARDING THE RELOCATION AND IMPROVEMENT OF BAKER ROAD AT BEAR CREEK PIKE, AND THE SUBSEQUENT ABANDONMENT OF EXCESS RIGHT-OF-WAY - WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve

INFORMATION: Intersection and roadway improvements are required for the development of the Heritage Green Subdivision development, located at Tax Map 074 Parcel 037.00. Baker Road will be relocated approximately thirty feet to the east of its current alignment, the road widened, and turn lanes added. The new right-of-way for Baker Road will be platted and the roadway dedicated to the City of Columbia, and subsequently the excess right-of-way quitclaimed to Bobby and Beth Sands. .

ATTACHMENTS: Staff Report Baker Road, Baker Road Relocation Agreement.

7.6. APPROVE REIMBURSEMENT IN THE AMOUNT OF \$130,000 TO LENNAR HOMES OF TENNESSEE, LLC FOR HONEY FARMS TOWNHOMES, PHASE 1A - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: On August 16, 2024, a Business Surety check in the amount of \$130,000 was received from K2 Development, LLC to ensure the completion of roads, striping, signage, drainage, grading, street lighting, landscaping and offsite improvements for Honey Farm Townhomes, Phase 1A. A replacement Letter of Credit No.

55111261 was received from Regions Bank and approved October 3, 2024. Lennar Homes is requesting the release of the Business Surety Check.

ATTACHMENTS: Staff Report Release of Business Surety , Honey Farms Townhome Ph. 1A Regions LOC 55111261, Honey Farms Townhomes 1A Request Release of Surety.

7.7. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT FOR ENGINEERING SERVICES ASSET MANAGEMENT PLAN CONTRACT BETWEEN THE CITY OF COLUMBIA AND J.R. WAUFORD & COMPANY IN THE AMOUNT OF \$49,000 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests the mayor to sign the Agreement for Engineering Services Asset Management Plan Contract between the City of Columbia and J.R. Wauford & Company in the amount of \$49,000.

CERTIFICATION: The Chief Financial Officer certifies at \$49,000 is budgeted and unencumbered in Wastewater-Treatment Plant - Professional Services.

ATTACHMENTS: Staff Report JR Wauford Agreement for Engineering Services Asset Management Plan Contract, J.R. Wauford & Company Agreement for Engineering Services Asset Management Plan Contract.

7.8. APPROVE THE PURCHASE OF DESKTOP, TOWERS, TABLETS AND ACCESSORIES FROM DELL TECHNOLOGIES IN THE AMOUNT OF \$72,850.39 - MIS.

RECOMMENDATION: Approve.

INFORMATION: The Purchasing Agent approved the National Cooperative Purchasing Alliance contract bid NCPA #01-42 is an 8-year term, date to date. The vendor of record for the contract is Dell, Inc.

Per Quote 3000182472701.1 obtained from Dell Technologies

reflecting our choice of configuration, 27 OptiPlex 7020 Small Form Factor desktop computers will be purchased in the amount of \$20,829.15.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 10 Dell Latitude 3340 2-in-1 tablets will be purchased in the amount of \$8,266.00.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 24 Dell Dock WD19s units will be purchased in the amount of \$3,530.88.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 14 OptiPlex Micro Form Factor desktop computers will be purchased in the amount of \$9,839.76.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 10 All-in-One 7420 desktop computers will be purchased in the amount of \$9697.91.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 4 Dell Latitude 7320 Rugged Extreme tablets will be purchased in the amount of \$8,816.92.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 27 Dell 27" Monitor - P2725H will be purchased in the amount of \$4,292.19.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 1 Dell Precision 3680 Tower will be purchased in the amount of \$1,401.09.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 1 Dell UltraSharp 43" Monitor - U4323QE will be purchased in the amount of \$783.48.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 1 Dell Latitude 7350 Detachable will be purchased in the amount of \$1,381.74.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 2 Dell EcoLoop Protective Case for Latitude 7350 Detachable will be purchased in the amount of \$69.74.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 1 Dell Latitude 7350 Detachable will be purchased in the amount of \$1,259.43.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 2 Dell Latitude 7350 Detachable Collaboration Keyboard and Active Pen will be purchased in the amount of \$337.02.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 1 Dell Precision 3680 Tower will be purchased in the amount of \$1,219.91.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 42 Dell Monitor Slim Soundbar - SB521A will be purchased in the amount of \$1,125.18.

The total award bid is \$69.935.19 to Dell Technologies for the items listed here per NCPA Contract Bid #01-42. The purchases will be allocated to the General Fund (\$72,850.39).

CERTIFICATION: The Chief Financial Officer certifies at \$72,851 is budgeted and unencumbered in Capital-MIS-Computer Equipment.

ATTACHMENTS: Staff Report Dell, Dell Quote 3000182472701.1.

7.9. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A ONE-YEAR AGREEMENT WITH WORKPLACE SERVICES CORPORATION, DBA LIFESERVICES EAP FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City has provided an EAP program for a number of years for City employees, their families and the management staff. The program provides a 6-session counseling model for employees and families with licensed, professional counselors. The program provides consulting services to assist management in dealing with various employee-related issues and mandated training. In addition, employees have access to legal and financial professionals as well as online assistance on a variety of topics. It is recommended that Council consider a one-year agreement with LifeServices EAP of Nashville for EAP services commencing on July 1, 2024, and authorize the mayor to execute an agreement for the same. In addition to the basic EAP services, the agreement would further authorize the purchase of return to work or fitness for duty evaluations as may be requested by the Human Resources Director. The charge for basic EAP services would be \$1.70 per employee per month (billed quarterly at \$5.10 per employee). The current census of 384 employees would incur a monthly charge of \$652.80 (billed quarterly at \$1,958.40) for EAP services, while additional return to work or fitness evaluations would be charged on a case by case basis.

CERTIFICATION: The Chief Financial Officer certifies at \$7,840 is budgeted and unencumbered in General - Miscellaneous-Other Services.

ATTACHMENTS: Staff Report LifeServices EAP, LifeServices EAP Agreement

8 ADMINISTRATION.

9 RESOLUTIONS.

9.1.RESOLUTION NO. 24-67 - A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY AND EASEMENTS INCLUDING THE AUTHORIZATION OF EMINENT DOMAIN PROCEEDING IF NECESSARY FOR THE BEAR CREEK PIKE PUMP STATION RELOCATION AND SEWER IMPROVEMENTS PROJECT - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 24-67.

INFORMATION: The City previously authorized the design of the Bear Creek Pike Pump Station Relocation and sewer improvement project. The infrastructure design for the project has been completed and it is now time for the acquisition of property and utility easements. Acquisition of the property described in "Exhibit A" of the Resolution is necessary for the completion of the project. The resolution also authorizes the use of eminent domain proceedings, if necessary, for this project to be completed.

ATTACHMENTS: Staff Report Resolution No. 24-67, Resolution No. 24-67, Resolution No. 24-67 Exhibit A.

9.2. RESOLUTION NO. 24-71 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING DOLLAR GENERAL - BEAR CREEK PIKE - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 24-71.

INFORMATION: Dollar General - Bear Creek Pike consists of 144 linear feet of 8" sanitary sewer main. The Developers met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

ATTACHMENTS: Staff Report Resolution No. 24-71, Resolution No. 24-71, Resolution No. 24-71 Dedication Letter.

9.3. RESOLUTION NO. 24-72 - TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 24-72.

INFORMATION: The City Recorder is presenting tax corrections through 10/25/2024 for council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report Resolution No. 24-72, Resolution No. 24-72, Resolution No. 24-72 Exhibit A.

9.4. RESOLUTION NO. 24-73 - A RESOLUTION ACCEPTING A DONATION OF \$3,058.14 (THREE THOUSAND FIFTY-EIGHT DOLLARS AND FOURTEEN CENTS) FOR THE PURCHASE OF

**EQUIPMENT AND SUPPLIES FOR COLUMBIA FIRE & RESCUE -
- FIRE & RESCUE.**

RECOMMENDATION: Approve Resolution No. 24-73.

INFORMATION: An undisclosed citizen of the City of Columbia desires to support the operations of Columbia Fire & Rescue by making a donation of \$3,058.14 (Three Thousand Fifty-Eight Dollars and Fourteen Cents) for the purchase of equipment and supplies.

Columbia Fire & Rescue requests City Council's approval to accept the donation of \$3,058.14 (Three Thousand Fifty-Eight Dollars and Fourteen Cents) which will be utilized by purchasing one Husqvarna Utility Saw, one DeWalt Lithium Battery with charger and two 2-pack DeWalt Batteries.

ATTACHMENTS: Staff Report Resolution No. 24-73, Resolution No. 24-73.

9.5. RESOLUTION NO. 24-74 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING QUAIL RUN, PHASE 4 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 24-74.

INFORMATION: Quail Run, Phase 4 consists of 1,163 linear feet of 8" sanitary sewer main. The Developers met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

ATTACHMENTS: Staff Report Resolution No. 24-74, Resolution No. 24-74, Resolution No. 24-74 Dedication Letter.

9.6. RESOLUTION NO. 24-75 – SPECIAL ASSESSMENT CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 24-75

INFORMATION: The City Recorder is presenting special assessment corrections for Council consideration. The items include

property assessments that the City has on the books that were assessed to the former property owner.

ATTACHMENTS: Staff Report Resolution No. 24-75, Resolution No. 24-75, Resolution No. 24-75 Exhibit A.

9.7. RESOLUTION NO. 24-76 - A RESOLUTION ACCEPTING DONATIONS VALUED AT APPROXIMATELY ONE THOUSAND DOLLARS (\$1,000) FROM MR. AND MRS. TONY AND CONNIE MASSEY TO THE CITY OF COLUMBIA FOR THE CITY OF COLUMBIA ANNUAL EMPLOYEE CHRISTMAS PARTY - FINANCE.

RECOMMENDATION: Approve Resolution No. 24-76.

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

ATTACHMENTS: Staff Report Resolution No. 24-76, Resolution No. 24-76.

10 ORDINANCES.

10.1.2ND CONSIDERATION OF ORDINANCE NO. 4527 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING BUILDING, LOT AND BUILDING SITE STANDARDS IN ARTICLE 4 BY REPEALING SUCH ARTICLE AND REPLACING IT WITH A NEW ARTICLE 4 BUILDING, LOT AND BUILDING SITE STANDARDS - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4527 on second consideration.

INFORMATION: The Department of Development Services requests to amend the Zoning Ordinance of Columbia, Ordinance 4400, with changes concerning Article 4: Building, Lot & Building

Site Standards, as reviewed and recommended by the Planning Commission at the September 4, 2024 meeting. The specific changes recommended by the Planning Commission pertain to Special Districts and Planned Unit Development Districts. Approval was recommended by a vote of four to zero.

ATTACHMENTS: Staff Report Ordinance No. 4527 , Ordinance No. 4527, Ordinance No. 4527 Exhibit A, Marked Changes – PUDs, Marked Changes – Special Districts, Staff Report DS – Special Districts, Staff Report DS – PUDs.

10.2.2ND CONSIDERATION OF ORDINANCE NO. 4528 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING SIGN STANDARDS IN ARTICLE 7 BY REPEALING SUCH ARTICLE AND REPLACING IT WITH A NEW ARTICLE 7 SIGN SITE STANDARDS - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4528 on second consideration.

INFORMATION: The Department of Development Services requests to amend the Zoning Ordinance of Columbia, Ordinance 4400, with changes concerning Article 7: Sign Standards, as reviewed and recommended by the Planning Commission at the September 4, 2024 meeting. Approval was recommended by a vote of four to zero.

ATTACHMENTS: Staff Report Ordinance No. 4528 , Ordinance No. 4528, Ordinance No. 4528 Exhibit A, Marked Changes, Staff Report DS.

10.3.2ND CONSIDERATION ON ORDINANCE NO. 4529 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REVISING THE VILLAGES AT CARTERS CREEK PUD MASTER PLAN AT TAX MAP 51 PARCEL 22.03 OFF NASHVILLE HIGHWAY AND NAPA VALLEY WAY - WARD 5. - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4529 on second consideration.

INFORMATION: The applicant is requesting to modify a 2.21 acre portion of parcel 22.03 of the Villages at Carters Creek PUD. The preliminary master plan proposes a drive-through convenience store with fuel pump sales. The Planning Commission reviewed this request at the September 11, 2024 meeting and recommended approval with a vote of five to one. Much discussion was about the site and possible modifications. Since Planning Commission, the applicant has altered the proposed Master Plan thus the attachments and exhibits have been updated and the request amended.

ATTACHMENTS: Staff Report Ordinance No. 4529 , Ordinance No. 4529, Ordinance No. 4529 Exhibit A, Ordinance No. 4529 Exhibit B, Revised DS Staff Report, Kimley Horn Memo 09.19.24.

10.4.2ND CONSIDERATION ON ORDINANCE NO. 4530 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING PROPERTIES LOCATED AT CARMACK BLVD., CEMETERY AVE., AND PENCIL ALLEY, BEING TAX MAP 99I GROUP D PARCELS 3, 7, 7.01, 7.02 AND 7.04 FROM SD-LI (LIGHT INDUSTRIAL SPECIAL DISTRICT) TO CD-5 (URBAN CENTER CHARACTER DISTRICT) - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4530 on second consideration.

INFORMATION: The applicant is requesting to rezone five properties reflecting a concept of a mixed development of three, three-story buildings and a parking garage. The Planning Commission reviewed this request at the September 11, 2024 meeting and recommended approval with a vote of five to zero.

ATTACHMENTS: Staff Report Ordinance No. 4530, Ordinance No. 4530, Ordinance No. 4530 Exhibit A, Ordinance No. 4530 Exhibit B, Staff Report DS, Concept Plan.

10.5.2ND CONSIDERATION OF ORDINANCE NO. 4531 - AN ORDINANCE TO ABANDON AN EASEMENT ON PROPERTY LOCATED ON N. JAMES CAMPBELL BLVD AND BEING TAX MAP 089 PARCELS 41.00 AND 41.13 AND REPLACING SUCH EASEMENT WITH A NEW DEFINED EASEMENT AND AUTHORIZING THE CONVEYANCE OF SUCH ABANDONED EASEMENT TO THE PROPERTY OWNERS - CITY ATTORNEY'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4531 on second consideration.

INFORMATION: Property owners have requested the City abandon a blanket easement on N. James Campbell Boulevard. A new defined utility easement is attached. The old TVA blanket easement was granted to the City years ago.

ATTACHMENTS: Staff Report Ordinance No. 4531, Ordinance No. 4531, Ordinance No. 4531 Exhibit A, Ordinance No. 4531 Exhibit B.

10.6.1ST CONSIDERATION OF ORDINANCE NO. 4532 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2023 DELINQUENT PROPERTY TAXES - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4532 on first consideration.

INFORMATION: Per the Municipal Code, and in accordance with past City policy, the City Council annually considers an ordinance to provide for the collection of delinquent property taxes. Following adoption of the ordinance, the City Recorder provides the County Attorney with a certified list of delinquent 2023 property taxes. Upon receipt of said list, the County Attorney initiates the appropriate process to file suit in the Chancery Court of Maury County for the collection of the delinquent property taxes.

ATTACHMENTS: Staff Report Ordinance No. 4532, Ordinance No. 4532.

10.7.1ST CONSIDERATION OF ORDINANCE NO. 4533 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2023 DELINQUENT SPECIAL ASSESSMENTS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4533 on first consideration.

INFORMATION: Per the Municipal Code, and in accordance with past City policy, the City Council annually considers an ordinance to provide for the collection of delinquent special assessments. Following adoption of the ordinance, the City Recorder provides the County Attorney with a certified list of delinquent 2023 special assessments. Upon receipt of said list, the County Attorney initiates the appropriate process to file suit in the Chancery Court of Maury County for the collection of the delinquent special assessments.

ATTACHMENTS: Staff Report Ordinance No. 4533, Ordinance No. 4533.

10.8.1ST CONSIDERATION OF ORDINANCE NO. 4534 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 BUDGET ORDINANCE NO. 4503 PROVIDING FOR REVISIONS TO THE GENERAL AND CAPITAL PROJECTS FUNDS AND ESTABLISH THE DATE OF DECEMBER 12, 2024 AS THE DATE OF PUBLIC HEARING - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4534 on first consideration and establish the date of December 12, 2024 as the date of public hearing.

INFORMATION: The proposed ordinance is the second amendment to the FY 2025 Appropriation Ordinance, impacting the Capital Projects and General Funds.

Within this budget amendment, the following items are included:

- Rebudget/transfer \$95,558 from General to Capital Projects,
- Budget transfer/expenses for Cap Projects totaling \$95,558.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2025 by \$95,558 to \$203,731,221.

ATTACHMENTS: Staff Report Ordinance No. 4534, Ordinance No. 4534, Ordinance No. 4534 Supporting Documents, Ordinance No. 4534 Budget Summary.

10.9.1ST CONSIDERATION ON ORDINANCE NO. 4535 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE HONEY FARM PUD MASTER PLAN AT TAX MAP 51 PARCEL 58.03 IN HONEY FARM CROSSING LOCATED OFF HONEY FARM WAY AND LEAFCUTTER BEE ROAD - WARD 5 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4535 on first consideration.

INFORMATION: The applicant is requesting to modify the PUD Master Plan for Honey Farm to allow a retail addition at the StorPlace site, which consists of three storage and one office building. This component will be with the office building. The Planning Commission reviewed this request and recommended approval by a vote of five to zero at the October 15, 2024 meeting.

ATTACHMENTS: Staff Report Ordinance No. 4535, Ordinance No. 4535, Ordinance No. 4535 Exhibit A, Ordinance No. 4535 Exhibit B, DS Staff Report.

11 PUBLIC COMMENT.

12 OTHER BUSINESS.

13 EXECUTIVE SESSION.

14 ADJOURNMENT.

15 UPCOMING EVENTS.

**15.1. VETERANS DAY PARADE - 11:00 A.M. - MONDAY, NOVEMBER
11, 2024 - COLUMBIA PLAZA TO THE MULEHOUSE**



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 4535 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE HONEY FARM PUD MASTER PLAN AT TAX MAP 51 PARCEL 58.03 OFF HONEY FARM WAY AND LEAFCUTTER BEE ROAD - WARD 5.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The applicant is requesting to modify the PUD Master Plan for Honey Farm to allow a retail addition at the StorPlace site, which consists of three storage and one office building. This component will be with the office building. The Planning Commission reviewed the request and recommended approval by a vote of five to zero at the October 15, 2024 meeting. The required notice of Public Hearing was advertised October 29, 2024 in The Daily Herald.

CERTIFICATION: N/A

ATTACHMENTS: PH Staff Report for Ordinance No. 4535, Ordinance No. 4535, Exhibit A, Exhibit B, Development Services Staff Report.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY
AMENDING THE HONEY FARM PUD MASTER PLAN AT TAX MAP 51
PARCEL 58.03 IN HONEY FARM CROSSING LOCATED OFF HONEY FARM
WAY AND LEAFCUTTER BEE ROAD.**

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 amending the Honey Farm PUD Master Plan at Tax Map 51 Parcel 58.03 in Honey Farm Crossing located off Honey Farm Way and Leafcutter Bee Road.

Section 2: Said revised Planned Unit Development Master Plan is located in the Third Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia. The revised Honey Farm PUD Master Plan, which is attached hereto and incorporated herein by reference, is identified as Exhibit "A". The façade elevations for the PUD Master Plan, which are attached hereto and incorporated herein by reference, are identified as Exhibit "B".

Section 3 This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of approval, on the 15th day of October, 2024, and after a public hearing held on the 14th day of November, 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 findings:

- a. The proposed PUD Master Plan 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;

- 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 ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 12th day of December, 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: _____

HONEY FARM STORPLACE RETAIL ADDITION

NASHVILLE HWY (HWY 31)

COLUMBIA, TN 38401

PRELIMINARY PLANNED UNIT DEVELOPMENT REVISION

GENERAL INFORMATION

DEVELOPER

STORPLACE SELF STORAGE
109 MURPHY COURT
NASHVILLE, TN 37203-1005
Contact: J. EDMOND FREEMAN, JR.
Phone: 615-383-3111
Email: ed@storplace.com

CIVIL ENGINEER

Crunk Engineering LLC
7112 Crossroads Boulevard, Suite 201
Brentwood, TN 37027
Contact: Adam Crunk, PE
Phone: 615.873.1795
Email: adam@crunkeng.com



LOCATION MAP

NOT TO SCALE

Sheet List Table

Sheet Number	Sheet Title
C0.0	COVER
C1.0	EXISTING CONDITIONS
C2.0	DEMOLITION PLAN
C3.0	SITE LAYOUT PLAN
C4.0	GRADING PLAN
C5.0	UTILITY PLAN
E1.0	SITE PHOTOMETRIC PLAN
E1.1	EXTERIOR LIGHTING DETAIL

DEVIATION TABLE

CODE	DEVIATION	REASONING
ZONING ORDINANCE 6.3.B	PUBLIC FRONTAGE ELEMENTS	SIDEWALK, PLANTER, AND STREET LIGHTS ARE NOT BEING PROPOSED AT THIS TIME. PUBLIC SIDEWALK WOULD LEAD TO THE DEDICATED POND LOT, RESULTING IN A DEAD END SIDEWALK. THE EXISTING PUBLIC SIDEWALK LOCATED ON THE NORTH SIDE OF HONEY FARM WAY AND THE SIDEWALK ALONG LEAFCUTTER BEE ROAD SHALL BE UTILIZED FOR PEDESTRIAN ACCESS TO THE LOT.

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HONEY FARM RETAIL

COLUMBIA, TN

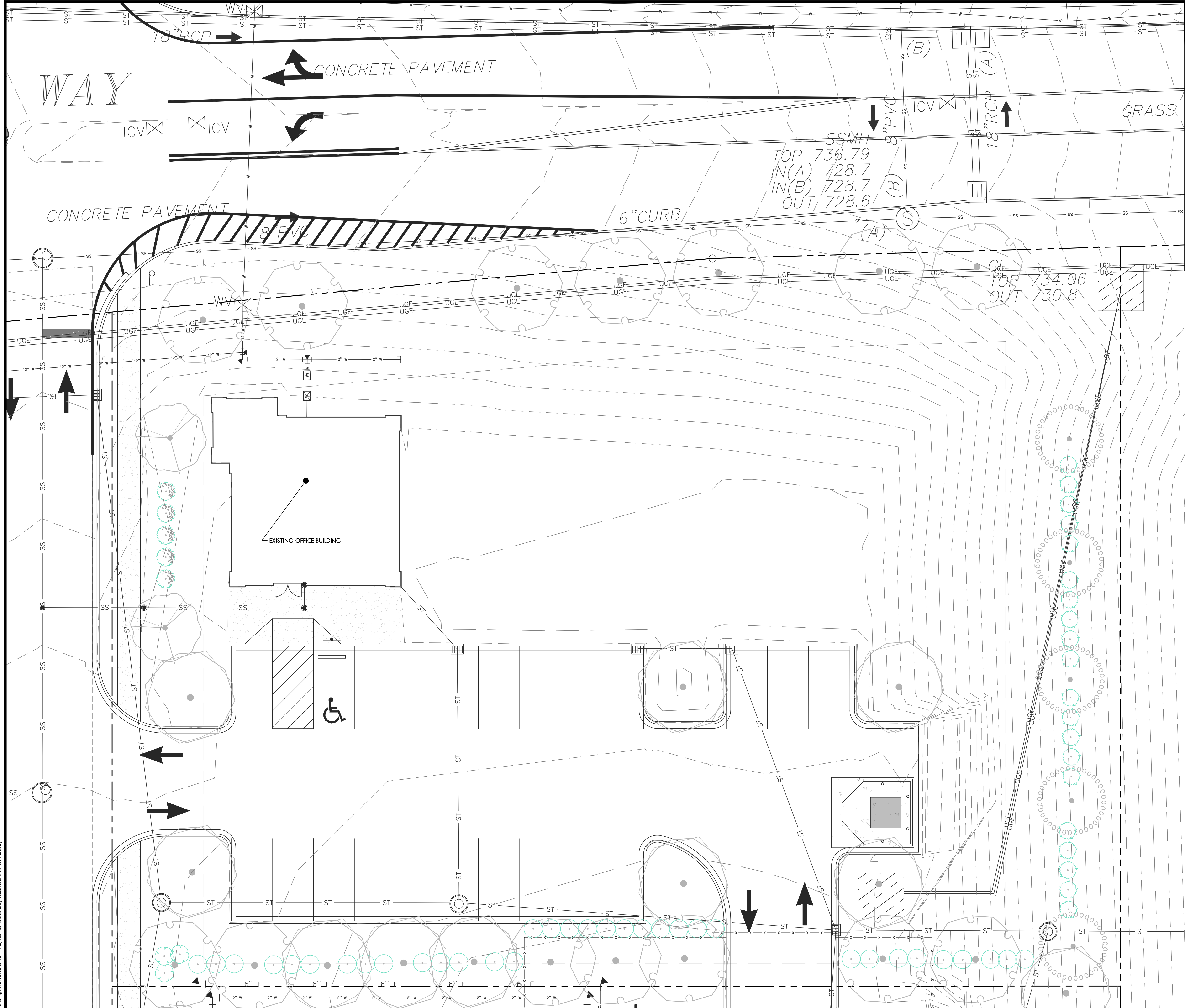
REVISIONS

No.	DATE

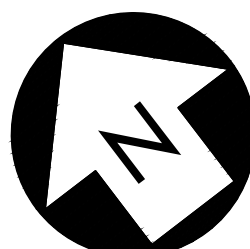
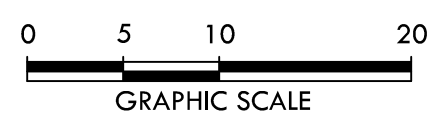
09/16/2024 22132

C0.0

COVER



HONEY FARM STORPLACE LANDSCAPE PLANT SCHEDULE				
PLANT SCHEDULE				
SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
TREES				
	4	Cercis canadensis / Eastern Redbud	1.5" Cal.	B&B
	6	Cornus florida 'Cherokee Princess' / Cherokee Princess Dogwood	2" Cal.	B&B
	18	Fagus grandifolia / American Beech	2" Cal.	B&B
	29	Magnolia acuminata / Cucumber Tree Magnolia	2" Cal.	B&B
	23	Quercus nuttallii / Nuttall Oak	2" Cal.	B&B
SHRUBS				
	20	Ilex x 'Little Red' / Little Red Holly	3 gal.	Pot
	71	Lonicera chinensis rubrum / Purpleleaf Fringe Flower	3 gal.	Pot
	26	Myrica cerifera 'Doris Dwarf' / Doris Dwarf Wax Myrtle	3 gal.	Pot
	64	Prunus laurocerasus / English Laurel	3 gal.	Pot
	34	Rosa x 'Radtko' / Double Knock Out® Red Rose	3 gal.	Pot



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STATE OF TENNESSEE
COMMERCE
No. 114180
9/16/24
AGRICULTURE

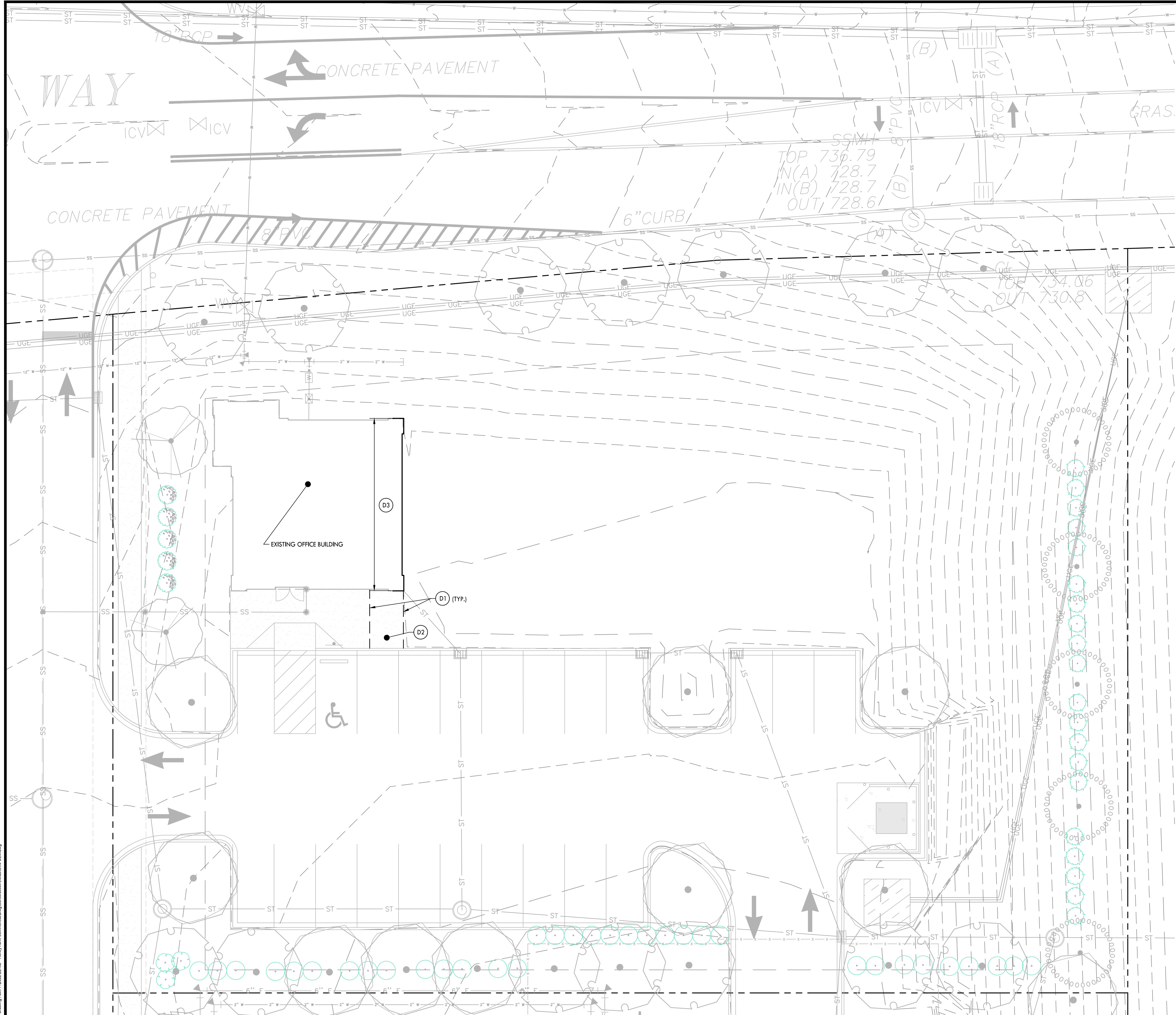
HONEY FARM RETAIL

COLUMBIA, TN

REVISIONS	No.	DATE

C1.0

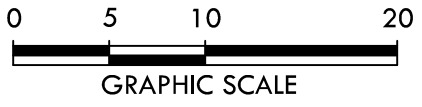
EXISTING CONDITIONS



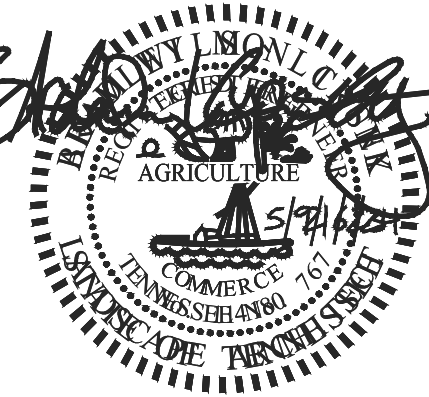
DEMOLITION PLAN KEYNOTES	
CODE	DESCRIPTION
D1	SAWCUT EDGE OF PAVEMENT DEMOLITION
D2	SIDEWALK DEMOLITION
D3	EXISTING BUILDING WALL DEMOLITION

PROPOSED DEMOLITION
LEGEND

--- EDGE OF PAVEMENT REMOVAL



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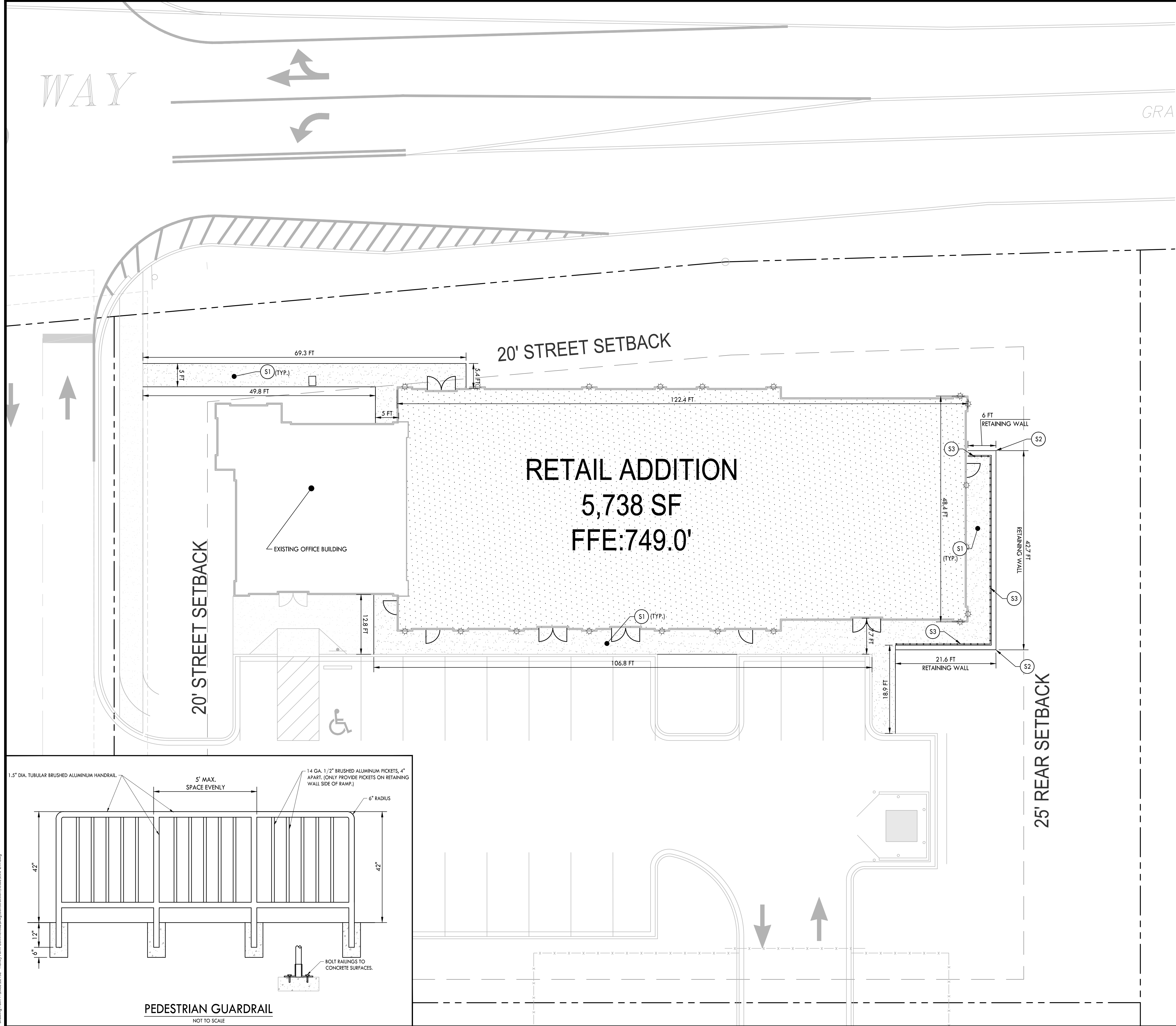
HONEY FARM RETAIL

COLUMBIA, TN

REVISIONS	
No.	DATE

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C2.0
DEMOLITION PLAN



LAYOUT PLAN KEYNOTES

CODE	DESCRIPTION
(S1)	CONCRETE SIDEWALK
(S2)	RETAINING WALL
(S3)	PEDESTRIAN GUARDRAIL

PROPOSED LAYOUT LEGEND

- PROPOSED BUILDING
- CONCRETE SIDEWALK
- PROPERTY LINE

SITE SUMMARY TABLE

ADDRESS	2301 LEAF CUTTER BEE ROAD, COLUMBIA, TN 38401
ZONING	PUD-MU
EXISTING PARCEL ID	PORTION OF 051 058.03
EXISTING PARCEL ACREAGE	132,858 SF (3.05 AC)
EXISTING PARKING REQUIREMENTS (OFFICE)	1 PER 300 SF = 5 SPACES
EXISTING PARKING PROVIDED	22 SPACES
PROPOSED SITE	34,285 SF (0.79 AC)
PROPOSED PARKING REQUIREMENT (RETAIL)	1 PER 500 SF = 12 SPACES
PARKING REQUIRED (TOTAL)	17 SPACES
PARKING PROVIDED	22 SPACES

LAND USE SUMMARY TABLE

LOT AREA	34,285 SF (0.79 AC)
EXISTING OFFICE BUILDING AREA	1,258 SF / 0.029 AC
EXISTING SIDEWALK AREA	1,070 SF / 0.025 AC
EXISTING PARKING AREA	9,179 SF / 0.21 AC
PROPOSED RETAIL BUILDING AREA	5,738 SF / 0.13 AC
PROPOSED SIDEWALK AREA	1,133 SF / 0.026 AC

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HONEY FARM RETAIL

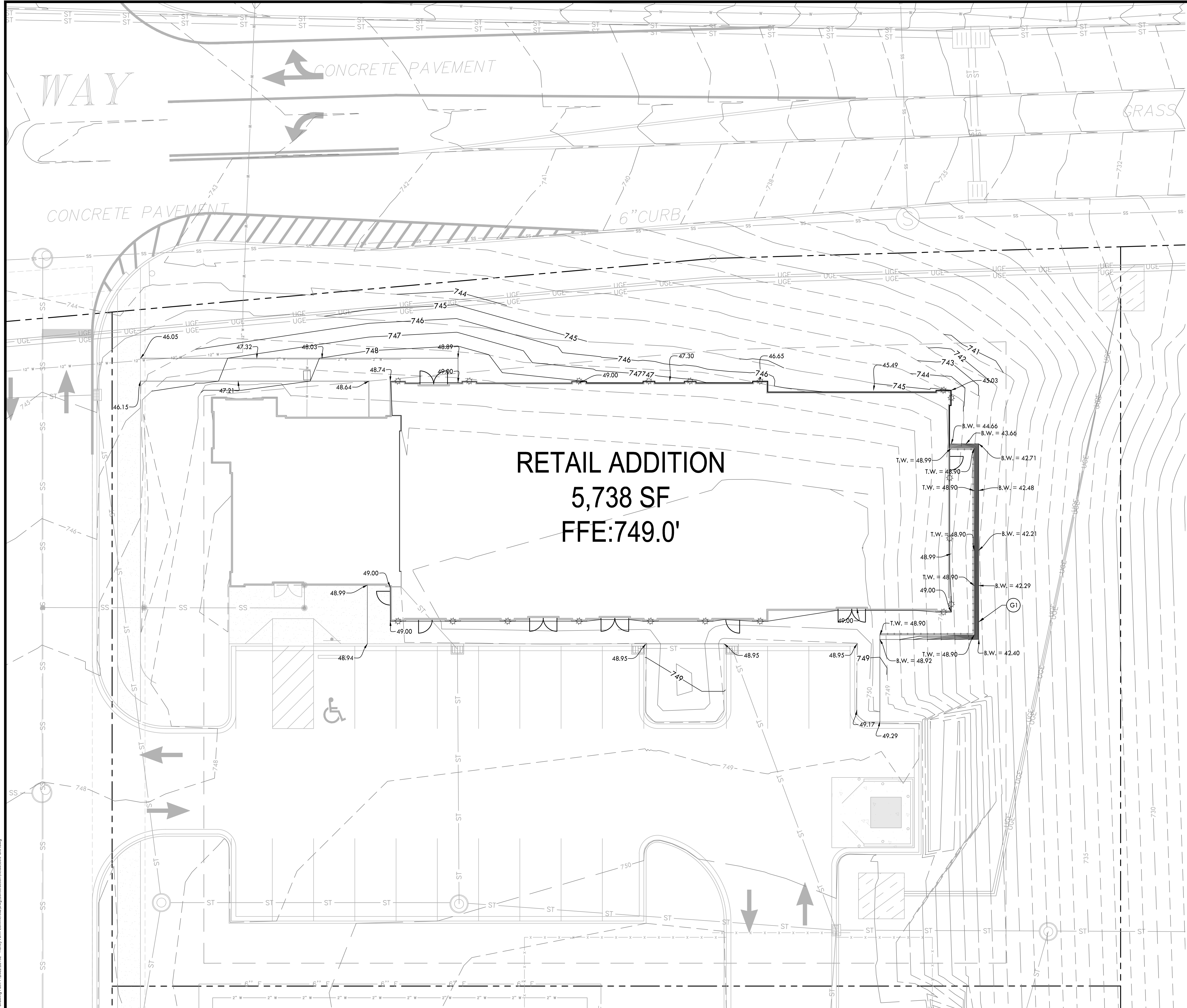
COLUMBIA, TN

REVISIONS	No.	DATE

09/16/2024 22132

C3.0
SITE LAYOUT PLAN

Drawn by: JRP 11/20/2023 22132 Honey Farm Commercial Development/Construction/Plan C3.0.dwg



GRADING PLAN KEYNOTES

CODE	DESCRIPTION
G1	RETAINING WALL

PROPOSED GRADING LEGEND

- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- EXISTING STORM PIPE
- EXISTING SINGLE CURB INLET
- EXISTING JUNCTION BOX

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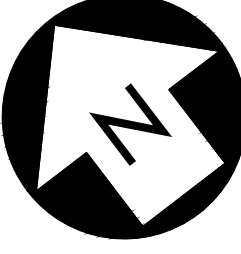
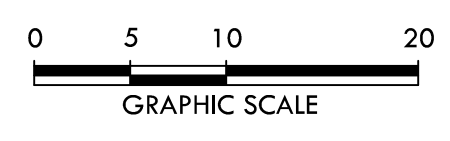


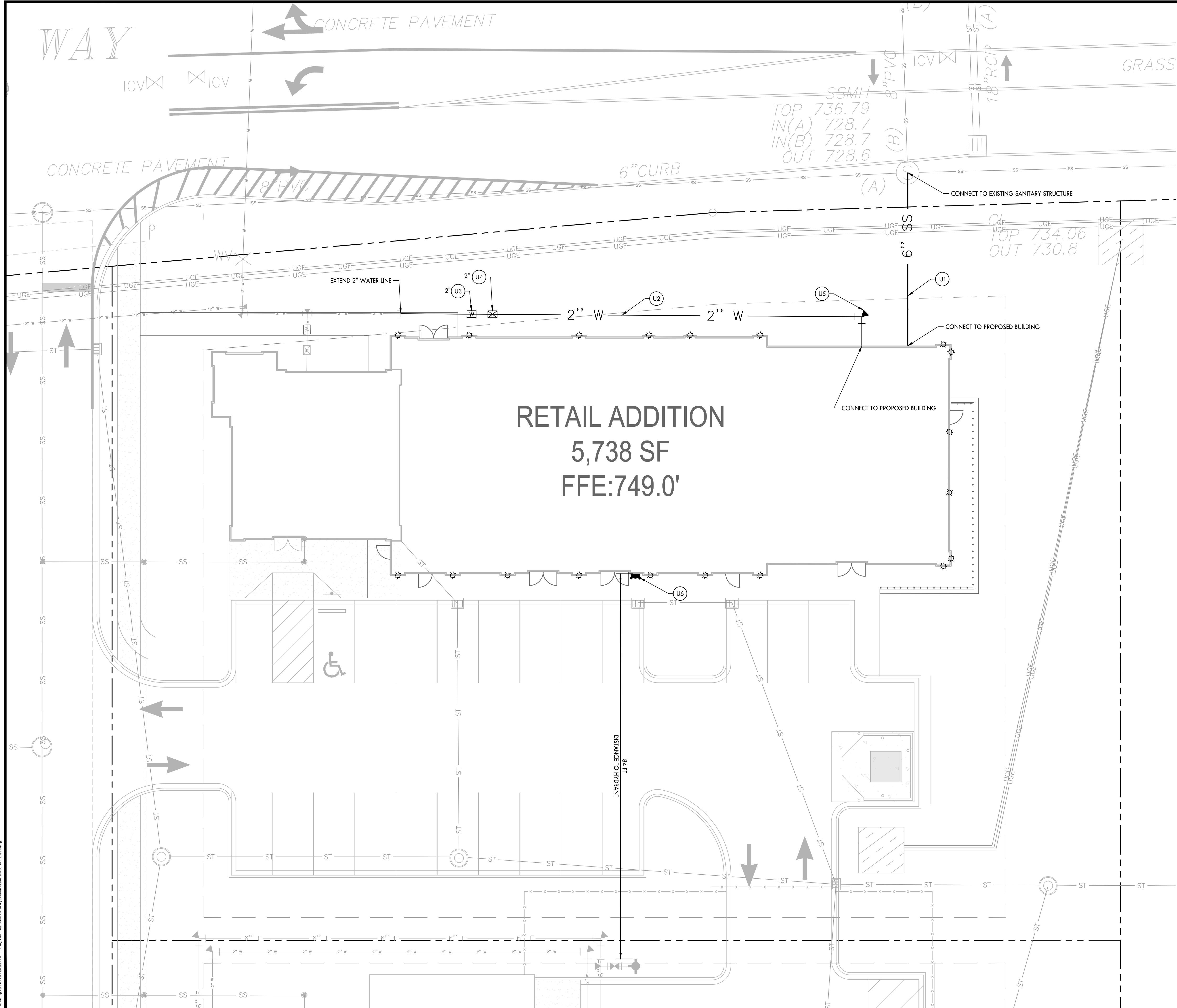
HONEY FARM RETAIL
COLUMBIA, TN

REVISIONS	No.	DATE

09/16/2024 22132

C4.0
GRADING PLAN

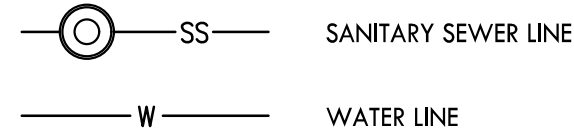




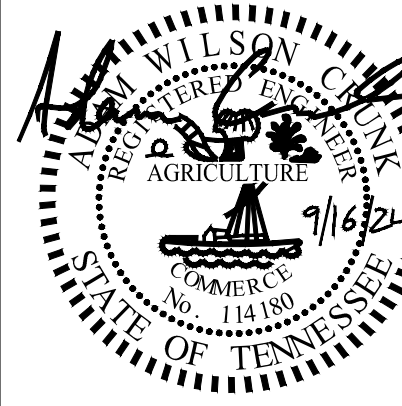
UTILITY PLAN KEYNOTES	
CODE	DESCRIPTION
U1	SANITARY SEWER SERVICE LINE - 6"
U2	WATER SERVICE LINE - 2"
U3	WATER METER
U4	REDUCE PRESSURE BACKFLOW PREVENTER
U5	THRUST BLOCK
U6	FIRE DEPARTMENT CONNECTION

NOTES:
1. BUILDER TO INSTALL CLEANOUTS AT BUILDING, PROPERTY LINE, AND EVERY 50 FEET.

PROPOSED UTILITY LEGEND



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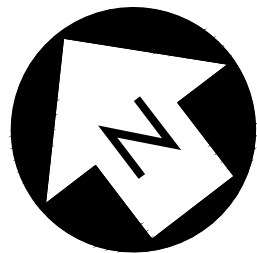
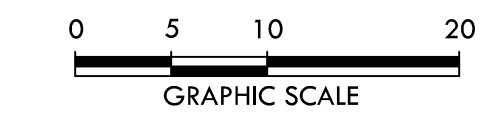


HONEY FARM RETAIL
COLUMBIA, TN

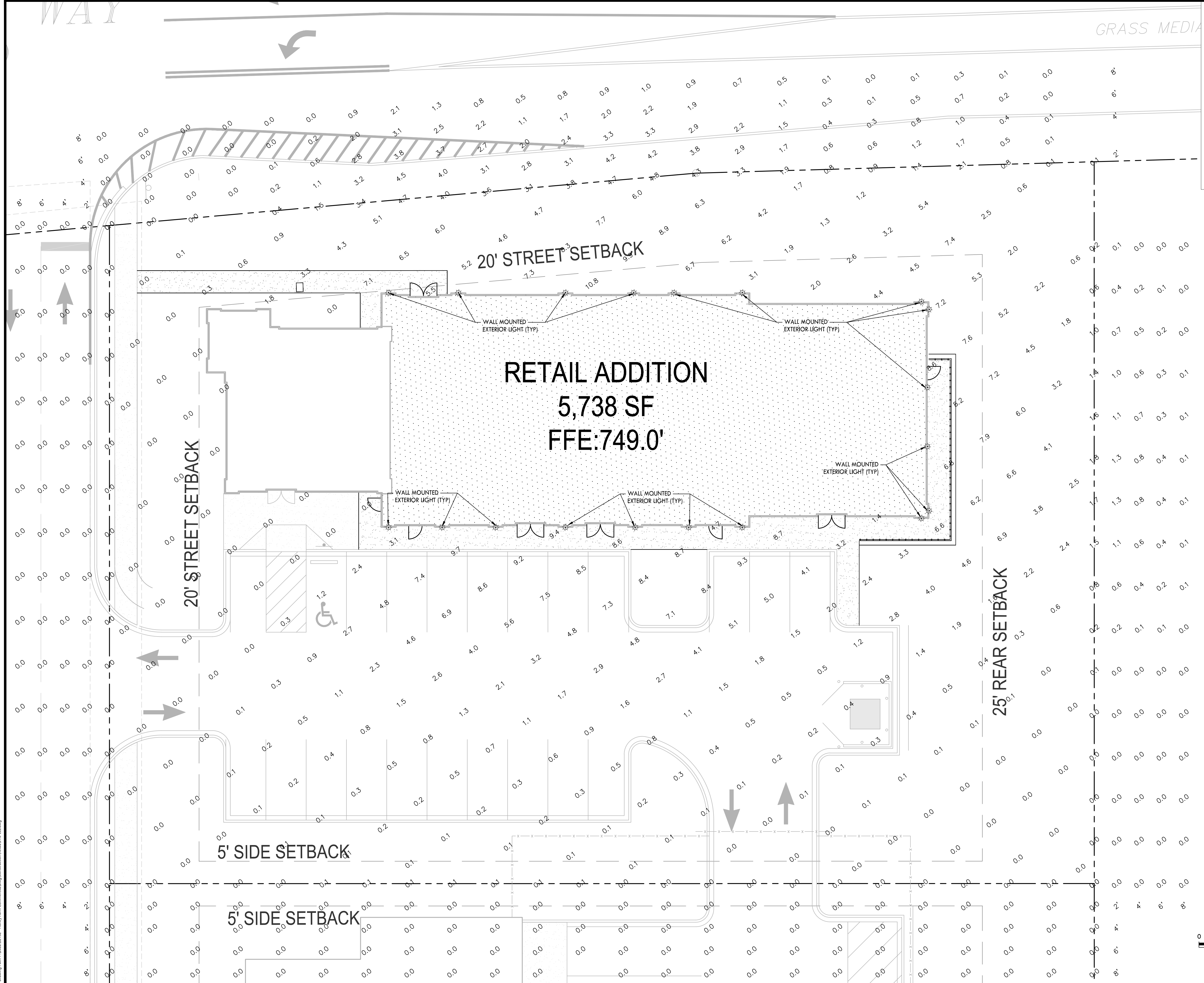
REVISIONS	
No.	DATE

09/16/2024 22132

C5.0
UTILITY PLAN

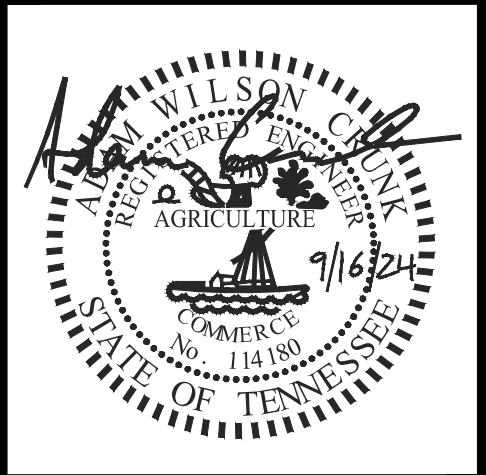


Drawing Date: 09/16/2024 22132 Honey Farm Commercial Development C5.0 UT Plan



GENERAL PHOTOMETRIC SCHEDULE	
FOR EVALUATION USE ONLY	2.37
MAXIMUM FOOT-CANDLES	10.8
MINIMUM FOOT-CANDLES	0
MINIMUM TO MAXIMUM FC RATIO	0
MAXIMUM TO MINIMUM FC RATIO	10.77 / 0
AVERAGE TO MINIMUM FC RATIO	NOT FOR PRODUCTION USE

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HONEY FARM RETAIL

COLUMBIA, TN

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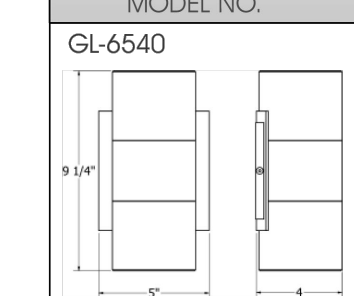
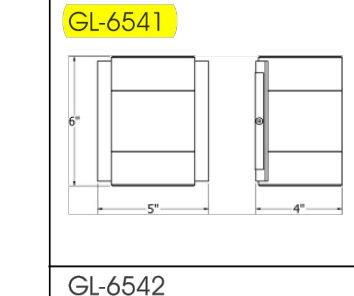
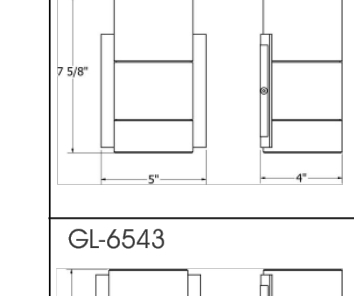
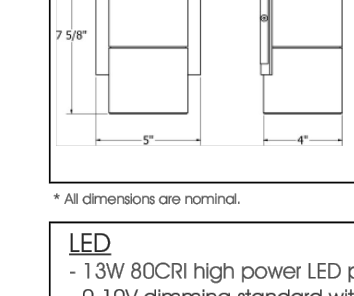
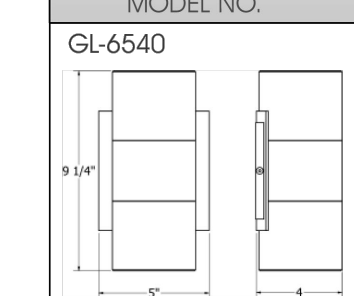
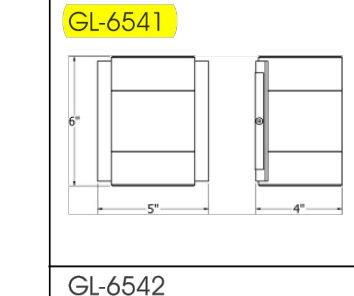
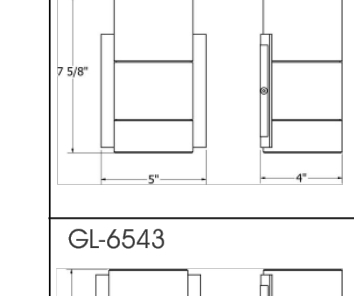
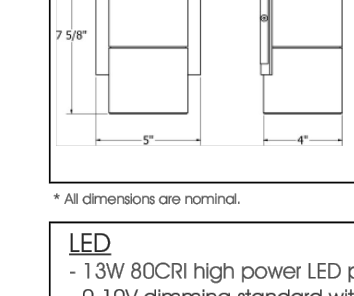
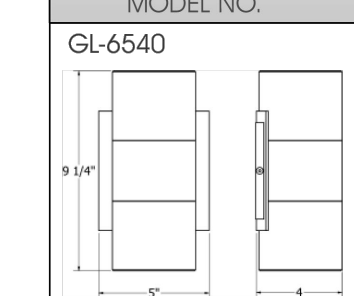
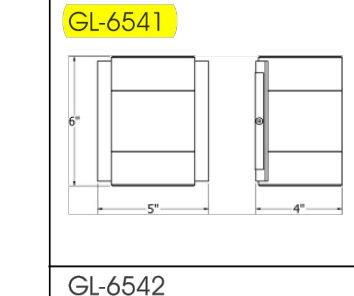
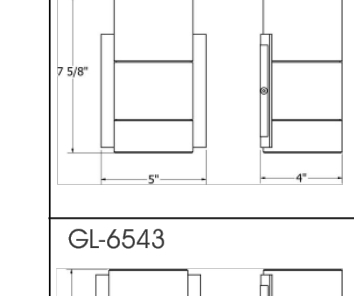
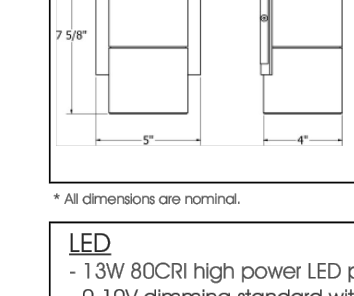
09/16/2024

22132

E1.0

SITE PHOTOMETRIC PLAN

Drawn by: J. P. 10/23/2024 10:12 Honey Farm Commercial Development EIS E1.0.dwg

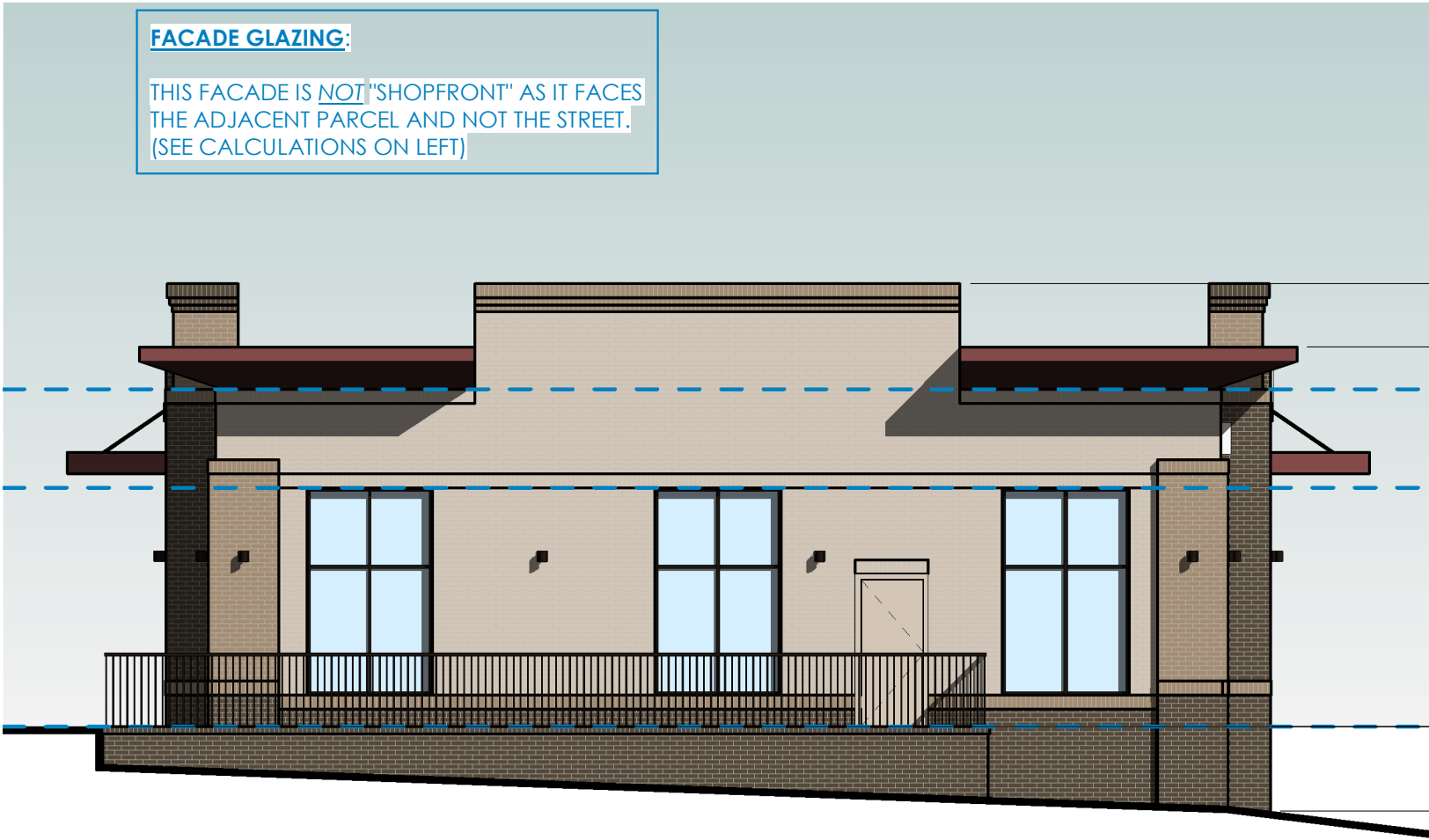
	Project 18-28857-S Storpland Nolenville Road Submitted by DESIGNLIGHT	Catalog Number GL-6541-B-CC-R5-TBZ-A Notes	Type N																																																										
																																																													
SAMPLE CATALOG NUMBER: GL-6540- <table> <tr> <th>MODEL NO.</th><th>B- LAMPING</th><th>R2-R2 REFLECTOR</th><th>TBL- FINISH</th><th>A OPTIONS</th></tr> <tr> <td> GL-6540  </td><td> C.LED30 B.LED35 E.LED40 </td><td> Up R2 20° Fresnel Lens R3 30° Flat, Clear Lens Down R2 20° Fresnel Lens R3 30° Flat, Clear Lens </td><td> Textured: TLV - Light Verdigris TWH - White TBL - Black TS - Silver TBN - Terra Brown TBZ - Bronze Premium: SA - Satin Aluminum </td><td> A. No Options EL Emergency Ballast Mounts remotely, mounted in a controlled environment with an operating temperature range of 32°-131°F </td></tr> <tr> <td> GL-6541  </td><td> C.LED30 B.LED35 E.LED40 </td><td> Up R5 50° Flat, Clear Lens CC - Closed Cap Down R5 50° Flat, Clear Lens CC - Closed Cap </td><td></td><td></td></tr> <tr> <td> GL-6542  </td><td> C.LED30 B.LED35 E.LED40 </td><td> Up R2 20° Fresnel Lens R3 30° Flat, Clear Lens Down R5 50° Flat, Clear Lens CC - Closed Cap </td><td></td><td></td></tr> <tr> <td> GL-6543  </td><td> C.LED30 B.LED35 E.LED40 </td><td> Up R5 50° Flat, Clear Lens CC - Closed Cap Down R2 20° Fresnel Lens R3 30° Flat, Clear Lens </td><td></td><td></td></tr> </table>				MODEL NO.	B- LAMPING	R2-R2 REFLECTOR	TBL- FINISH	A OPTIONS	GL-6540 	C.LED30 B.LED35 E.LED40	Up R2 20° Fresnel Lens R3 30° Flat, Clear Lens Down R2 20° Fresnel Lens R3 30° Flat, Clear Lens	Textured: TLV - Light Verdigris TWH - White TBL - Black TS - Silver TBN - Terra Brown TBZ - Bronze Premium: SA - Satin Aluminum	A. No Options EL Emergency Ballast Mounts remotely, mounted in a controlled environment with an operating temperature range of 32°-131°F	GL-6541 	C.LED30 B.LED35 E.LED40	Up R5 50° Flat, Clear Lens CC - Closed Cap Down R5 50° Flat, Clear Lens CC - Closed Cap			GL-6542 	C.LED30 B.LED35 E.LED40	Up R2 20° Fresnel Lens R3 30° Flat, Clear Lens Down R5 50° Flat, Clear Lens CC - Closed Cap			GL-6543 	C.LED30 B.LED35 E.LED40	Up R5 50° Flat, Clear Lens CC - Closed Cap Down R2 20° Fresnel Lens R3 30° Flat, Clear Lens																																			
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* All dimensions are nominal.																																																													
LED - 13W ROCR high power LED per side - 0-10V dimming standard with LED lamping option - Lumen maintenance +90% over 50,000 hour life - Light source is field replaceable Mounting - Driver mounted in 4" square by 2 1/8" deep junction box: Steel City #52171 or equivalent (supplied by others) Driver - Protection: electronic internal, resettable short circuit protection, thermal protection, and overload regulation - Universal voltage 120-277 volt																																																													
<table> <tr> <th>Code</th><th>Kelvin</th><th>Reflector</th><th>Total Wattage</th><th>CRI</th><th>Rated Life Hrs</th><th>Delivered Lumens</th></tr> <tr> <td rowspan="3">LED30</td><td rowspan="3">3000K</td><td>20</td><td>13</td><td>+80</td><td>50000</td><td>1231</td></tr> <tr> <td>30</td><td>13</td><td>+80</td><td>50000</td><td>867</td></tr> <tr> <td>50</td><td>13</td><td>+80</td><td>50000</td><td>956</td></tr> <tr> <td rowspan="3">LED35</td><td rowspan="3">3500K</td><td>20</td><td>13</td><td>+80</td><td>50000</td><td>1231</td></tr> <tr> <td>30</td><td>13</td><td>+80</td><td>50000</td><td>867</td></tr> <tr> <td>50</td><td>13</td><td>+80</td><td>50000</td><td>956</td></tr> <tr> <td rowspan="3">LED40</td><td rowspan="5">4000K</td><td>20</td><td>13</td><td>+80</td><td>50000</td><td>1231</td></tr> <tr> <td>30</td><td>13</td><td>+80</td><td>50000</td><td>867</td></tr> <tr> <td>50</td><td>13</td><td>+80</td><td>50000</td><td>956</td></tr> </table>				Code	Kelvin	Reflector	Total Wattage	CRI	Rated Life Hrs	Delivered Lumens	LED30	3000K	20	13	+80	50000	1231	30	13	+80	50000	867	50	13	+80	50000	956	LED35	3500K	20	13	+80	50000	1231	30	13	+80	50000	867	50	13	+80	50000	956	LED40	4000K	20	13	+80	50000	1231	30	13	+80	50000	867	50	13	+80	50000	956
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Complete LM-79 data available at glighting.com																																																													
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REVISIONS	
No.	DATE

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E1.1

EXTERIOR LIGHTING
DETAIL



SOUTHEAST ELEVATION - RETAIL ADDITION

SCALE: 1/8" = 1'-0"



NORTHWEST ELEVATION - OFFICE (PREVIOUSLY APPROVED)

SCALE: 1/8" = 1'-0"

MATERIAL LEGEND

BRICK (LIGHT, MEDIUM, DARK)	  	STOREFRONT FRAME / RAIL	
RETAINING WALL (MASONRY)		ROOF / AWNING	
GLASS			

REQUESTED DEVIATONS - PUD-MU BUILDING STANDARDS

REFERENCE: TABLE 4.3.1-L DISTRICT STANDARDS FOR PLANNED USE DEVELOPMENT - MIXED USE (PUD-MU)

BUILDING HEIGHT (REQUEST FOR DEVIATION):

THE BUILDING STANDARD GUIDELINES FOR THE PUD-MU ZONING DISTRICT CALL FOR A 2-STORY MINIMUM FOR BUILDINGS. THE PROPOSED PROJECT IS THE ADDITION TO AN EXISTING 1-STORY BUILDING AND SITE PLAN APPROVED UNDER THE PREVIOUS REGULATIONS.

DUE TO THE EXISTING BUILDING AND SITE CONDITIONS, THE PROPOSED DESIGN FOR THE ADDITION IS FOR A 1-STORY BUILDING THAT INCLUDES FEATURES THAT ARE INTENDED TO ACHIEVE PROPORTIONS APPROACHING THAT OF A 2-STORY BUILDING.

FIRST, THE ADDITION HAS A TALLER ROOFLINE / PARAPET ADJACENT TO THE EXISTING 1-STORY STRUCTURE TO CREATE THE PERCEPTION OF A TALLER BUILDING.

SECOND, THE GRADE ON THE FACADE FACING HONEY FARM WAY IS INCREASINGLY LOWER FROM WEST-TO-EAST WHICH ADDS ADDITIONAL HEIGHT AND THE PERCEPTION OF A TALLER BUILDING.

LASTLY, IT WAS DISCUSSED AT THE PRE-APPLICATION MEETING THAT THE DESIGN GUIDELINES FOR THE CD-4C ZONING DISTRICT WOULD BE A GOOD REFERENCE POINT AND ARE VERY SIMILAR TO THAT OF PUD-MU WHILE ALLOWING FOR 1-STORY BUILDING.

WITH THE EXISTING CONDITIONS AND PROPOSED DESIGN FEATURES DESCRIBED ABOVE TO APPROXIMATE THE DESIGN GUIDELINES, THE DEVELOPER WOULD LIKE TO RESPECTFULLY REQUEST APPROVAL FOR THE ADDITION AS PRESENTED.

FACADE GLAZING (REQUEST FOR DEVIATION ON SHOPFRONT FACADE ONLY):

THE BUILDING STANDARD GUIDELINES FOR THE PUD-MU ZONING DISTRICT CALL FOR 70% MIN. OF TOTAL FACADE AREA FOR SHOPFRONT FRONTAGE TO BE GLAZING. ONLY 20% - 60% IS REQUIRED FOR ALL OTHER NON-SHOPFRONT FACADES.

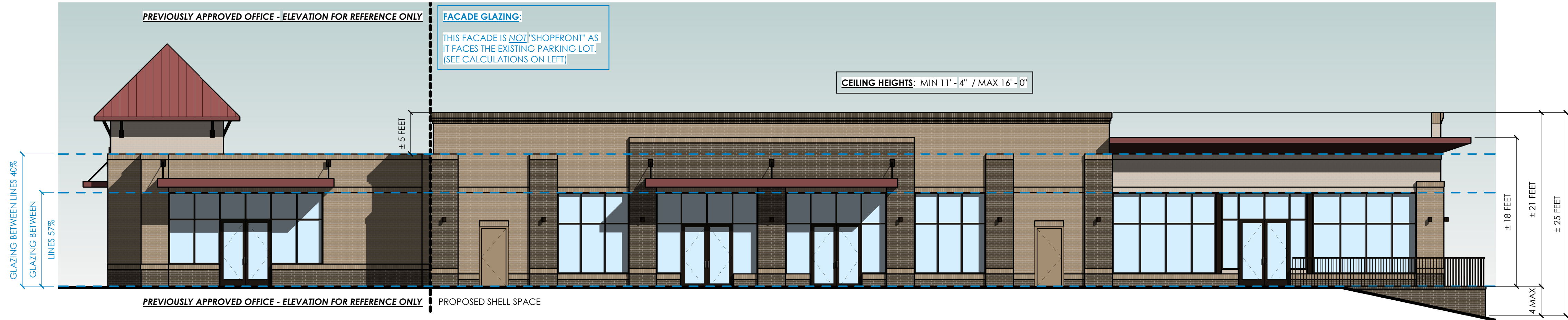
THE FACADE FACING HONEY FARM WAY IS CONSIDERED THE "SHOPFRONT" FACADE DUE TO ITS PROMINENT VISIBILITY. FOR THE PURPOSES OF TRYING TO ACHIEVE THE REQUIRED PERCENTAGE, WE HAVE MEASURED THE GLAZING BETWEEN THE FINISHED FLOOR OF THE BUILDING AND THE HEIGHT OF A TYPICAL GROUND FLOOR FACADE AND CAN ONLY ACHIEVE 50% GLAZING. IF MEASURED TO THE TOP OF THE GROUND FLOOR WINDOWS (1'-4"), WE BARELY ACHIEVE THE MINIMUM REQUIREMENT AT APPROXIMATELY 71%.

AS IS ILLUSTRATED IN THE ELEVATIONS, THE FACADE IS ALMOST ENTIRELY GLAZING FROM END-TO-END OF THE BUILDING. THEREFORE, THE DEVELOPER WOULD LIKE TO RESPECTFULLY REQUEST APPROVAL OF THE SHOPFRONT GLAZING AS PRESENTED.



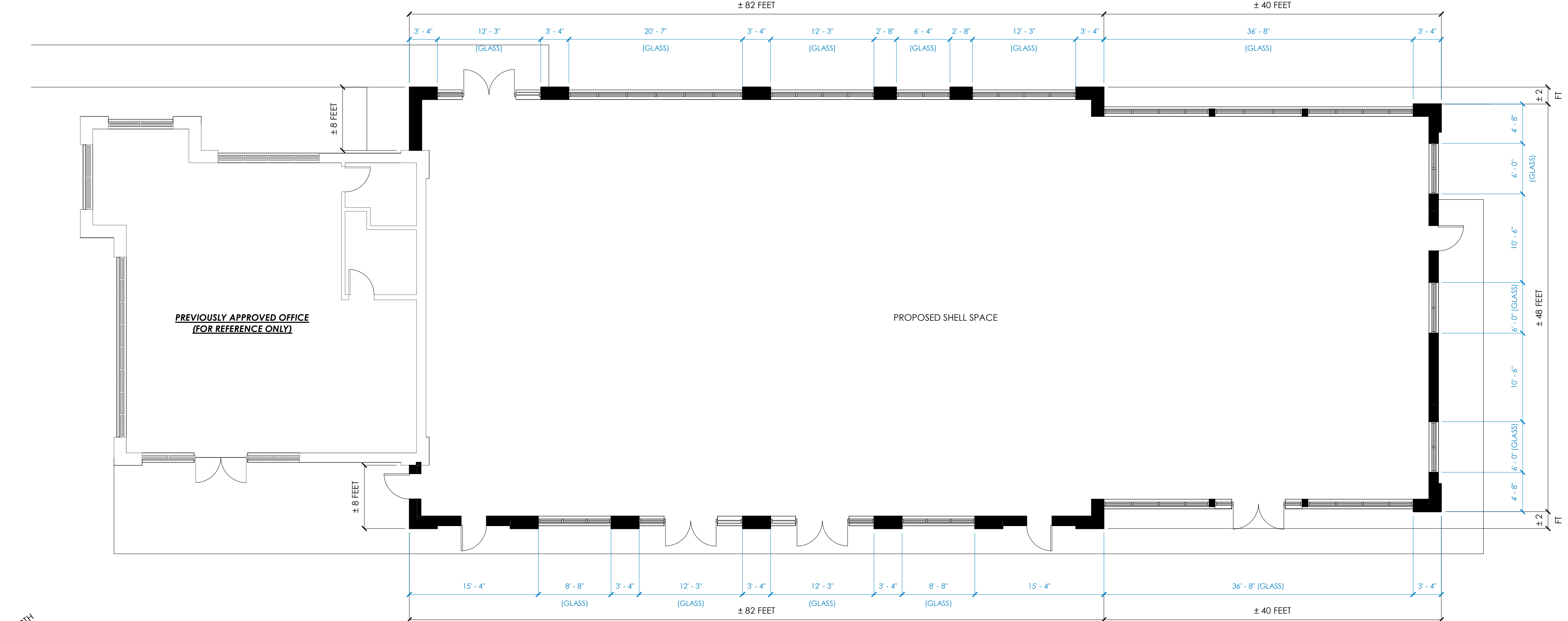
NORTHEAST ELEVATION - RETAIL ADDITION (ALONG HONEY FARM WAY)

SCALE: 1/8" = 1'-0"



SOUTHWEST ELEVATION - RETAIL ADDITION (PARKING LOT SIDE)

SCALE: 1/8" = 1'-0"



SHELL BUILDING PLAN DIMENSIONED - RETAIL ADDITION W/ PREVIOUSLY APPROVED OFFICE

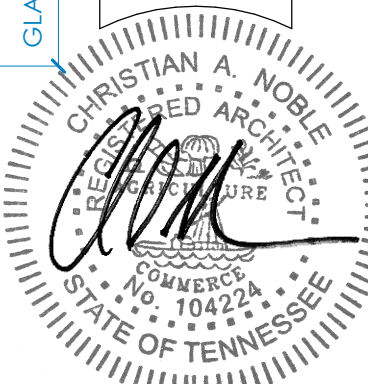
SCALE: 1/8" = 1'-0"

24-403



p.o. box 2008
brentwood
tennessee
37024

615.292.4017



09/16/2024

STORPLACE - HONEY FARM RETAIL ADDITION

2301 LEAF CUTTER BEE ROAD - COLUMBIA, TN 38401

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revisions

issue date
09.16.2024

sheet title
BUILDING
PLAN &
ELEVATIONS

A-1



OFFICE + RETAIL - BIRD'S EYE VIEW OF ROOF TOP UNITS BEHIND PARAPET / SCREEN WALL



OFFICE + RETAIL - SOUTHWEST FACADE NEAR OFFICE (PREVIOUSLY APPROVED)



OFFICE + RETAIL - NORTHEAST FACADE ALONG HONEY FARM WAY (W/ APPROVED OFFICE)



OFFICE + RETAIL - SOUTHWEST + SOUTHEAST FACADES



revisions

issue date
09.16.2024

sheet title
EXTERIOR 3D VIEWS

StorPlace (Honey Farm) PUD Revision

Project #:	23-0313	Location:	Tax Map 51 Parcel 58.03
Applicant:	Adam Crunk	Case Type(s):	PUD Revision
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	Retail

PROJECT SUMMARY

The applicant requests approval of a revised Final Planned Unit Development (PUD) Master Plan to develop 5,738 square foot retail building on a 0.79-acre site. The development includes three self-storage buildings and a 1,300 square foot office building. The proposed revision adds a retail component to the office building.

- The development was approved under Ordinance 3638, in effect between 2006 and 2022. The approvals created a vested right to develop under the standards in effect at the time.
- The property is subject to a Final PUD Master Plan based on the CEG-PUD standards of the previous zoning ordinance. The applicant is requesting to revise the Master Plan.
- The proposed revision adds more than 3% to the commercial floor area, requiring City Council evaluation of the Preliminary Planned Unit Development Master Plan.
- The Planning Commission is a recommending body for a Preliminary PUD Master Plan. The City Council is the **Decision-Making Authority**.
- Professional planning staff commentary identifies recommended conditions of approval.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.

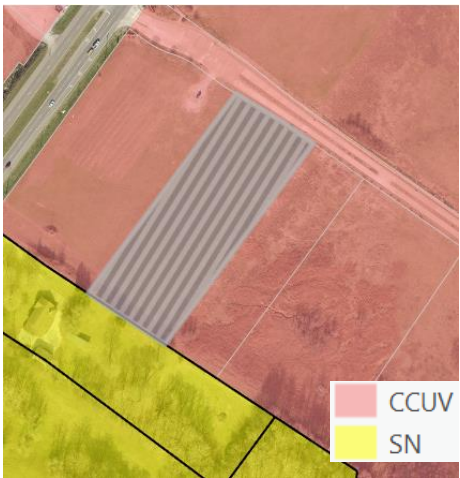
SITE INFORMATION

CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
PUD-MU	Vacant	Vacant	+/- 0.79



FUTURE LAND USE MAP

ZONING MAP



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	City Center Urban Village	PUD-MU	Vacant
North	City Center Urban Village	PUD-MU	Vacant
South	Suburban Neighborhoods	County/CD-2	Single Family Detached
East	City Center Urban Village	PUD-MU	Vacant
West	City Center Urban Village	PUD-MU	Vacant

CONSISTENCY WITH CONNECT COLUMBIA

City Center Urban Village: The requested rezoning is consistent with the future land use map. The future land use of most of the subject site is CCUV. The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points (Connect Columbia, p. 35). It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community. The future land use classification is implemented by the CD-4 and CD-5 character districts, as well as CV and PUDs. In some cases, the Planning Commission may determine that CD-3 and CD-4C are also appropriate implementing zones.

Character & Intent

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community.

Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents' daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes.

Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.



Land Use Considerations

Primary uses include government, civic uses, parks, religious facilities, offices, retail, and all forms of medium-density housing. Secondary land uses include utility facilities, institutional uses, low-density housing, and neighborhood retail. New industrial and warehouse uses are inappropriate.

Form & Pattern

The CCUV includes established and infill neighborhoods at medium to high densities organized along a well-connected transportation network. Infill development supports and extends the formation of blocks and eliminates gaps in the built environment. The CCUV future land use is distinguished from Suburban Neighborhoods (SN) by the unambiguous prominence of public frontages. A high density of streets and thoroughfares with complete public frontages extends the public sphere outward from civic and commercial spaces. Implementing bulk and design standards clearly delineate the public and private realms through the application of layers and front-to-back discipline of lots. Bulk and design standards are occasionally modified to accommodate historic preservation, artistic innovation, redevelopment, and other place-based policies of the City. New development should accompany concurrent extension of complete urban services in places where they do not already exist. Parking is provided on an area-wide basis as a utility supplemented by private land users.

Implementing Districts

Neighborhood CD-3 (Only where compatible with established pattern)
 General Urban CD-4
 Urban Center CD-5
 General Urban-Corridor CD-4C (only along Arterial roadways)
 Urban Center - Corridor CD-5C (only along Arterial roadways)*
 Mixed Use PUD-MU
 Civic CV

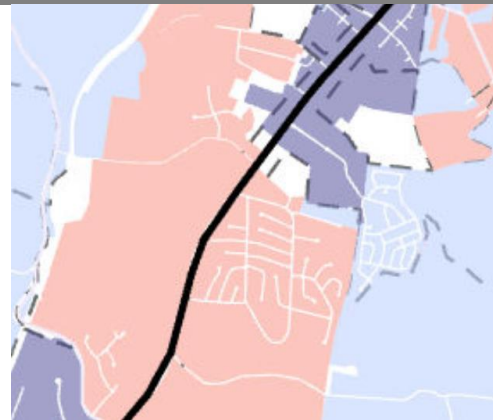
Implementing Standards

General Development Pattern: Mixed Uses & Isolated Uses
 Density (density unites per acre): ≥ 12 du/ac
 Building Height: 1-5 stories
 Open Space Elements: Civic Spaces, Parks & Greenways



AREA OF CHANGE

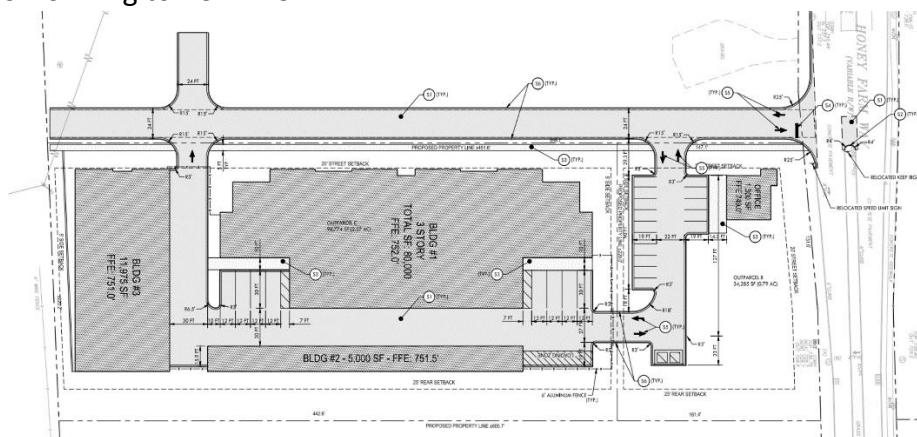
Connect Columbia established the areas of change policy designation for the subject site as *activate*. The designation includes areas where significant and beneficial change is occurring or is desired. These areas are the focus of proactive City policies to bring the community's values to fruition. Public investment and increased coordination with the private sector will achieve transformational changes envisioned by the community (Connect Columbia p. 32).



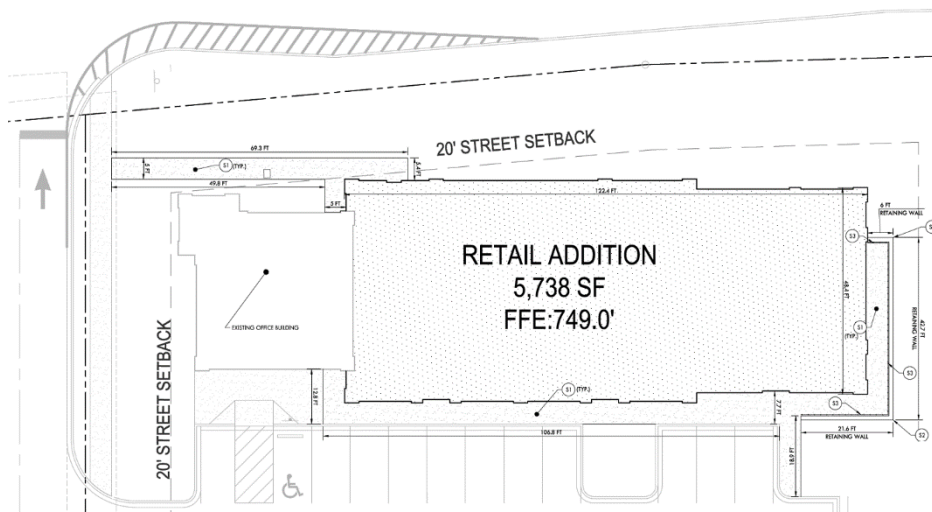
CONFORMITY WITH ZONING ORDINANCE

The Final PUD Master Plan approved in 2022 established the bulk standards for the development.

- Under the previous ordinance, setbacks in a CEG-PUD were established by the Planning Commission and City Council through the “process of plan review and approval” (§ 7.4.8). Maximum height was established at 35 feet. Decision making bodies were authorized to customize standards to fit unique sites and developments.
- The current request seeks to modify the master plan by extending one of the buildings.
- The applicant used the PUD-MU standards of the current ordinance to inform its design. The request represents a blend of the two standards which is mostly conforming to PUD-MU.



Original 2022 PUD Master Plan



- Together, the proposed office and retail spaces will require 14 spaces.
 - Parking for the self-storage facility was determined under the standards of the previous ordinance which required 1 space per 75 storage units.
 - The applicant's plan depicts a sufficient number of spaces for each of the principal uses.
 - The parking provided could not accommodate any significant amount of restaurant space.
 - Restaurants require much more parking than office or retail uses. The applicant has been advised that it will be infeasible to lease space to a restaurant under the current configuration.
- **Comparison with PUD-MU standards generally.**
 - A Main Entrance is in the façade oriented to Honey Farm Way.
 - The plan depicts a band sign on the façade elevation, which would conform to PUD-MU, as well as an additional sign band facing into the site.
 - The plan depicts the retail addition with a front setback greater than 20' on the secondary frontage (Honey Farm Way). This exceeds the maximum front setback of a PUD-MU under current standards but conforms to the standard established in the previously approved CEG-PUD master plan.
 - The current PUD-MU standards require all principal buildings to have a minimum height of two stories. The CEG-PUD did not impose this requirement.
 - The applicant requests approval to add a single-story building. The design of the building gives the appearance of a taller structure due to a high parapet, steepled roofline of the office, and the slope of the site.
 - The Plan depicts retaining walls in the rear setback which are approximately 6.7 feet tall at their highest point. The Zoning Ordinance limits the height of retaining walls on individual lots to 6 feet tall.



Elevations of Single-Story Retail/Office Building

(PUD-MU) Mixed Use Planned Unit Development Architectural Standards		
Design Standards:	Required	Proposed
Main Entrance:	Identifiable Base, Middle, & Cap	Base consists of brick with a defined middle and cap.
Façade Position & Façade Articulation:	Main entrance at façade parallel to frontage line. In addition, facades greater than 100' in width must be differentiated so that it appears to be comprised of two or more adjacent buildings.	The principal frontage enfronts the Honey Farm Way. The elevation includes a main entrance fronting this street section. Additional entrances face the parking area on the internal elevation. The entire width of the building site frontage is 180' with the code requiring the façade to be differentiated every 100' at a 90 percent maximum building frontage buildout. The front façade indicates a 111' frontage with an additional 20' street screen wall. Among the front façade, differential of materials is provided with brick modulations, and material changes from brick & EIFS.
Façade Openings:	20 ft. or less spacing for windows/doors	All windows appear to be 20 ft or less with no blank facades.
Façade Glazing:	20-60 % non-shopfront, 70% for shopfront	Approximately 20% on façade; 50-70% on internal elevation.
Window Shape:	Square or vertical proportions	All windows are square or vertical proportioned
Window Glazing Material:	Clear	All windows proposed are clear glass.

Shopfront Frontages:	12 in. knee wall required at Frontage	A knee wall is provided at shopfront elevation
Façade Variety:	No façade may exist more than once on a block face or within view of same façade	This is a single site building with one façade.
Roof Type & Pitch:	Hip/ Gable/ Flat	Flat
Primary Building Materials:	Brick, Fiber Cement Board, Wood	All elevations indicate a primary façade material of brick
Foundation Cladding:	Brick or Natural Stone	Brick
Building Colors:	Up to 3 colors, including the natural color of any allowed materials, but excluding trim color.	Does not exceed 3 colors.

REVIEW PROCESS

The Development Review Committee reviewed the proposed PUD Master Plan revision at its August 2024 meeting, as directed by § 8.3.7 of the Zoning Ordinance. Technical comments are provided in the agenda package and summarized above.

Section 8.5.21.W of the Zoning Ordinance authorizes the City Council to approve modifications to a Final PUD Master Plan during the period of actual Development when the proposed change introduces new uses or adds more than 3% to the commercial floor area. The same language was included in Ordinance 3638 at § 3.2.16.

The criteria for the Planning Commission's evaluation is listed at § 8.5.21.W.4.

For any modification to an approved Final Master PUD Development Plan or amendment to Final Master PUD Development Plan [...] such modification shall be subject to satisfactory proof by the applicant and written findings by the Planning Commission and City Council as follows and approval as an amendment to the approved Final Master PUD Development Plan or amendment to Final Master PUD Development Plan.

- a. The modification shall be limited to the minimum necessary;*
- b. Strict application of the provisions of the approved Final Master PUD Development Plan or amendment to Final Master PUD Development Plan would result in practical difficulties or unnecessary hardship;*
- c. There are exceptional or extraordinary circumstances or conditions applying to the land, Buildings, Structures or Uses referred to in the request for modification, which circumstances or conditions do not apply generally to other land, Buildings, Structures or uses in the same type of PUD District.*

- d. The requested modification will not be detrimental to the public welfare or injurious to property or improvements in the neighborhood of the premises.*
- e. Under the circumstances of the particular case, the requested modification will not adversely affect the health or safety of persons working or residing in the neighborhood of the premises.*
- f. The requested modification is consistent the intent and purpose of this Ordinance, the Comprehensive Plan, and the approved Final Master PUD Development Plan or amendment to Final Master PUD Development Plan and will not adversely affect the community objectives of the Comprehensive Plan.*
- g. The requested modification will not result in any reduction of required Buffer areas or other specific open spaces required by this Ordinance and will not vary any District or Development standard applicable to the PUD under this Ordinance.*

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its June 2024 meeting. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** requested revisions to details of the plan to better compare the proposed revision to the PUD-MU standards of the zoning ordinance.
- Planning also requested addition information pertaining to landscaping, parking, and lighting, which the applicant provided at resubmittal.
- **Columbia Water System's (CPWS)** consultant (Inflow) noted that the applicant's water availability letter was dated July 15, 2024 and would expire in 120 days.

COMMENTARY FROM PROFESSIONAL PLANNING STAFF

The site cannot support parking for a restaurant use. The proposed addition is identified as retail. The plan depicts sufficient parking for the retail use in combination with the previously approved office use. However, it is likely that restaurant operators will be interested in the space.

The water availability letter will need to be renewed prior to second consideration at City Council. The water availability letter will expire on November 12th. If the Planning Commission recommends approval and the City Council approves the revision upon first consideration, the item will be on the December 12th City Council agenda. An updated letter will be required in order to proceed.

SAMPE 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 8.5.21.W of the City of Columbia Zoning Ordinance have been satisfied and approve the revision to the Final Planned Unit Development Master Plan as presented [*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 8.5.21.W of the City of Columbia Zoning Ordinance have been satisfied and approve the revision to the Final Planned Unit Development Master Plan, subject to the following conditions: [*list conditions of approval crafted by Planning Commission*].

Deny:

Move to deny the requested revisions to the Final Planned Unit Development Master Plan having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section 8.5.21.W 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 make a decision, 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.

October 10, 2024 - 5:30 PM

PUBLIC HEARINGS

Item 1. - PUBLIC HEARING ON ORDINANCE NO. 4526 (AS AMENDED) – AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 BUDGET ORDINANCE NO. 4503, PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, DRUG FUND, SANITATION, CAPITAL PROJECTS, GRANTS, AND WASTEWATER FUNDS

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

There being no one present to speak on the Public Hearing for Ordinance No. 4526, Council Member Marshall moved to close the Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 2. - PUBLIC HEARING ON ORDINANCE NO. 4527 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING BUILDING, LOT AND BUILDING SITE STANDARDS IN ARTICLE 4 BY REPEALING SUCH ARTICLE AND REPLACING IT WITH A NEW ARTICLE 4 BUILDING, LOT AND BUILDING SITE STANDARDS - CITYWIDE

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

There being no one present to speak on the Public Hearing for Ordinance No. 4527, Council Member Greene moved to close the Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 3. - PUBLIC HEARING ON ORDINANCE NO. 4528 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING SIGN STANDARDS IN ARTICLE 7 BY REPEALING SUCH ARTICLE AND REPLACING IT WITH A NEW ARTICLE 7, SIGN STANDARDS - CITYWIDE

Mayor Chaz Molder called the Public Hearing to order, pursuant to proper notice having been given. Present were Council Member DaVena Hardison, Council Member Debbie Wiles, Council Member Tony Greene, Council Member Kenny Marshall, Council Member

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

October 10, 2024 - 5:30 PM

Danny Coleman, Vice Mayor Randy McBroom, Mayor Chaz Molder, City Manager Tony Massey, City Attorney Tim Tisher, City Recorder Thad Jablonski and Acting Recording Secretary Jennifer Jeter. Executive Secretary Liz Bermudez was absent.

There being no one present to speak on the Public Hearing for Ordinance No. 4528, Council Member Greene moved to close the Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 4. - PUBLIC HEARING ON ORDINANCE NO. 4529 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REVISING THE VILLAGES AT CARTERS CREEK PUD MASTER PLAN AT TAX MAP 51 PARCEL 22.03 OFF NASHVILLE HIGHWAY AND NAPA VALLEY WAY

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

There being no one present to speak on the Public Hearing for Ordinance No. 4529, Council Member Marshall moved to close the Public Hearing. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 5. - PUBLIC HEARING ON ORDINANCE NO. 4530 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING PROPERTIES LOCATED AT CARMACK BLVD., CEMETERY AVE., AND PENCIL ALLEY, BEING TAX MAP 99I GROUP D PARCELS, 3, 7, 7.01, 7.02 AND 7.04 FROM SD-LI (LIGHT INDUSTRIAL SPECIAL DISTRICT) TO CD-5 (URBAN CENTER CHARACTER DISTRICT) - WARD 3

Robert Scribner, Dolly Scribner, and Ray Edwards shared their concerns about the rezoning and requested the property to stay the same for privacy.

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

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

October 10, 2024 - 5:30 PM

There being no one else to speak on the Public Hearing for Ordinance No. 4530, Council Member Greene moved to close the Public Hearing. Council Member Marshall seconded the motion.

All Council Members present voted aye.

REGULAR MEETING

CALL TO ORDER/ROLL CALL

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

Mayor Chaz Molder led the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Chaz Molder led the Pledge of Allegiance.

APPROVAL OF AGENDA

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

All Council Members present voted aye.

PRESENTATIONS

ORGANIZATIONAL BUSINESS

Item 6.1. - **APPROVE THE MINUTES OF THE SEPTEMBER 12, 2024 CITY COUNCIL MEETING**

Council Member Greene moved to approve the Minutes for September 12, 2024. Council Member Marshall seconded the motion.

All Council Members present voted aye.

CONSENT AGENDA

Council Member Coleman moved to approve the Agenda Consent. Council Member Greene seconded the motion. All Council Members present voted aye and the following items were approved:

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

October 10, 2024 - 5:30 PM

Item 7.1. - APPROVE DISBURSEMENTS FOR THE MONTH OF JULY 2024 IN THE AMOUNT OF \$5,466,683.26

Item 7.2. - APPROVE DISBURSEMENTS FOR THE MONTH OF AUGUST 2024 IN THE AMOUNT OF \$6,392,625.33

Item 7.3. - APPROVE THE CERTIFICATION OF CITY OF COLUMBIA REAL AND PERSONAL PROPERTY TAX ASSESSMENTS FOR THE YEAR 2024

Item 7.4. - APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE STATE OF TENNESSEE, DEPARTMENT OF COMMERCE AND INSURANCE AMENDMENT ONE OF CONTRACT NO. 72672, AS PERTAINING TO THE NO MONETARY JURISDICTION AGREEMENT, UPDATE THE CONTACT INFORMATION FOR THE CONTRACTOR, AND EXTEND THE CONTRACT TERM SO THAT IT IS CONSISTENT WITH THE TERM OF THE ASSOCIATED INTERAGENCY AGREEMENT BETWEEN THE DEPARTMENT OF COMMERCE AND INSURANCE AND THE DEPARTMENT OF EDUCATION

Item 7.5. - APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH ROOF SYSTEMS, INC., FOR THE CITY OF COLUMBIA ALLEY REROOF PROJECT IN THE AMOUNT OF \$45,987

Item 7.6. - APPROVE CHANGE ORDER NO. 2 WITH KCS BUILDING GROUP AND LOSE DESIGN FOR THE PUBLIC WORKS IMPROVEMENTS PROJECT, WHICH INCREASES THE CONTRACT AMOUNT BY \$1,300

Item 7.7. - APPROVE THE PURCHASE OF (2) 2026 INTERNATIONAL MV607 DUMP TRUCKS FROM CUMBERLAND INTERNATIONAL TRUCKS, INC. IN THE AMOUNT OF \$462,362.78 USING STATE OF TN CONTRACTS

Item 7.8. - APPROVE THE PURCHASE OF TWO (2) 4x4 JEEP COMPASSES IN THE AMOUNT OF \$54,308 UTILIZING STATE OF TN CONTRACT SWC-209

Item 7.9. - APPROVE BID AWARD TO COLUMBIA DODGE JEEP RAM FOR EQUIPMENT UPFITTING FOR NINE PATROL VEHICLES IN THE AMOUNT OF \$124,839

ADMINISTRATION

Item 8.1. - CERTIFICATE OF COMPLIANCE FOR MAHANIS INC., TO SELL ALCOHOLIC BEVERAGES LOCATED AT CROWN LIQUOR, 2904 CAYCE LANE, SUITE 100/200, COLUMBIA, TN 38401

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

October 10, 2024 - 5:30 PM

Council Member Coleman moved to approve the Certificate of Compliance for Mahanis. Council Member Greene seconded the motion.

All Council Members present voted aye.

RESOLUTIONS

Item 9.1. - **RESOLUTION NO. 24-62 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING BEAR CREEK OVERLOOK, PHASE 2**

Council Member Greene moved to approve Resolution No. 24-62. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.2. - **RESOLUTION NO. 24-69 - TAX CORRECTIONS**

Council Member Marshall moved to approve Resolution No. 24-69. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 9.3. - **RESOLUTION NO. 24-70 - A RESOLUTION TO ADOPT THE POLICIES AND PROCEDURES FOR THE HOME GRANT AWARDED BY THE TENNESSEE**

Council Member Coleman moved to approve Resolution No. 24-70. Council Member Greene seconded the motion.

All Council Members present voted aye.

ORDINANCES

Item 10.1. - **2ND CONSIDERATION ON ORDINANCE NO. 4515 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING ADMINISTRATION, PROCEDURE, & ENFORCEMENT IN ARTICLE 8 BY REPEALING AND REPLACING SUCH ARTICLE 8 WITH A NEW ARTICLE 8 ADMINISTRATION, PROCEDURE, & ENFORCEMENT**

Council Member Coleman moved to approve Ordinance No. 4515 on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.2. - **2ND CONSIDERATION ON ORDINANCE NO. 4516 AS AMENDED - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING BUILDING, LOT AND BUILDING SITE STANDARDS IN ARTICLE 4 BY REPEALING SUCH ARTICLE AND REPLACING SUCH ARTICLE 4 WITH A NEW ARTICLE 4 BUILDING, LOT AND BUILDING SITE STANDARDS**

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

October 10, 2024 - 5:30 PM

Council Member Coleman moved to approve Ordinance No. 4516, as amended on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 10.3. - 2ND CONSIDERATION ON ORDINANCE NO. 4517 AS AMENDED - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING DEVELOPMENT PARCEL STANDARDS IN ARTICLE 5 BY REPEALING AND REPLACING SUCH ARTICLE 5 WITH A NEW ARTICLE 5 DEVELOPMENT PARCEL STANDARDS

Council Member Coleman moved to approve Ordinance No. 4517 as amended on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.4. - 2ND CONSIDERATION ON ORDINANCE NO. 4519 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING SUPPLEMENTAL STANDARDS IN ARTICLE 6 BY REPEALING SUCH ARTICLE AND REPLACING SUCH ARTICLE 6 WITH A NEW ARTICLE 6, SUPPLEMENTAL STANDARDS

Council Member Coleman moved to approve Ordinance No. 4519 on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 10.5. - 2ND CONSIDERATION ON ORDINANCE NO. 4521 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING ZONING MAP IN ARTICLE 2 BY REPEALING SUCH ARTICLE AND REPLACING SUCH ARTICLE 2 WITH A NEW ARTICLE 2, ZONING MAP

Council Member Coleman moved to approve Ordinance No. 4521 on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 10.6. - 2ND CONSIDERATION ON ORDINANCE NO. 4522 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING DEFINITIONS IN ARTICLE 9 BY REPEALING SUCH ARTICLE AND REPLACING SUCH ARTICLE 9 WITH A NEW ARTICLE 9, DEFINITIONS

Council Member Coleman moved to approve Ordinance No. 4522 on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

October 10, 2024 - 5:30 PM

Item 10.7 - 2ND CONSIDERATION ON ORDINANCE NO. 4524 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING PROPERTIES LOCATED AT E. 13TH AND E. 14TH STREETS, BEING TAX MAP 100L GROUP F PARCELS 21, 8, 9, 9.01, 10 AND 11 FROM SD-LI (LIGHT INDUSTRIAL SPECIAL DISTRICT) AND CD-3 (NEIGHBORHOOD CHARACTER DISTRICT) TO CD-4 (GENERAL URBAN CHARACTER DISTRICT) - WARD 2

Council Member Coleman moved to approve Ordinance No. 4524 on second consideration. Council Member Greene seconded the motion.

All Council Members present voted aye.

Item 10.8. - 2ND CONSIDERATION OF ORDINANCE NO. 4526 AS AMENDED – AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 BUDGET ORDINANCE NO. 4503 PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, DRUG, SANITATION, CAPITAL PROJECTS, GRANTS, AND WASTEWATER FUNDS

Council Member Greene moved to approve Ordinance No. 4526 as amended on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.9. - 1ST CONSIDERATION OF ORDINANCE NO. 4527 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING BUILDING, LOT AND BUILDING SITE STANDARDS IN ARTICLE 4 BY REPEALING SUCH ARTICLE AND REPLACING IT WITH A NEW ARTICLE 4 BUILDING, LOT AND BUILDING SITE STANDARDS - CITYWIDE

Council Member Greene moved to approve Ordinance No. 4527 on first consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.10. - 1ST CONSIDERATION OF ORDINANCE NO. 4528 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING SIGN STANDARDS IN ARTICLE 7 BY REPEALING SUCH ARTICLE AND REPLACING IT WITH A NEW ARTICLE 7 SIGN SITE STANDARDS - CITYWIDE

Council Member Greene moved to approve Ordinance No. 4528 on first consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.11. - 1ST CONSIDERATION ON ORDINANCE NO. 4529 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REVISING THE VILLAGES AT CARTERS CREEK PUD MASTER PLAN AT TAX MAP 51 PARCEL 22.03 OFF NASHVILLE HIGHWAY AND NAPA VALLEY WAY - WARD 5.

CITY COUNCIL REGULAR MEETING - COLUMBIA, TENNESSEE

October 10, 2024 - 5:30 PM

Council Member Coleman moved to approve Ordinance No. 4529. Council Member Marshall seconded the motion. All members present voted aye with the exception of Council Member Hardison who all voted no. The motion Passed with a vote of 5 to 1.

Item 10.12. - 1ST CONSIDERATION ON ORDINANCE NO. 4530 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING PROPERTIES LOCATED AT CARMACK BLVD., CEMETERY AVE., AND PENCIL ALLEY, BEING TAX MAP 99I GROUP D PARCELS 3, 7, 7.01, 7.02 AND 7.04 FROM SD-LI (LIGHT INDUSTRIAL SPECIAL DISTRICT) TO CD-5 (URBAN CENTER CHARACTER DISTRICT) - WARD 3

After some discussion, Council Member Greene moved to approve Ordinance No. 4530 on first consideration. Council Member Coleman seconded the motion. All Council Members present voted aye.

Item 10.13. - 1ST CONSIDERATION OF ORDINANCE NO. 4531 - AN ORDINANCE TO ABANDON AN EASEMENT ON PROPERTY LOCATED ON N. JAMES CAMPBELL BLVD AND BEING TAX MAP 089 PARCELS 41.00 AND 41.13 AND REPLACING SUCH EASEMENT WITH A NEW DEFINED EASEMENT AND AUTHORIZING THE CONVEYANCE OF SUCH ABANDONED EASEMENT TO THE PROPERTY OWNERS

Council Member Greene moved to approve Ordinance No. 4531 on first consideration. Council Member Marshall seconded the motion. All Council Members present voted aye.

OTHER BUSINESS

Mayor Chaz Molder introduced Trey Martin. Trey Martin is an Intern with the Mayor's youth program and student at Columbia Central High School, spoke of law inspired/political interests. Trey credits Thad Jablonski with aiding him with his internship.

Mayor advised this is Jennifer Jeter's first Council Meeting and she did a good job. Kiwanis is holding their Fall Fest this weekend.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business Council Member Greene moved to adjourn the meeting. Council Member Marshall seconded the motion. All members present voted aye. The meeting adjourned at 06:15 PM.

CITY OF COLUMBIA
DISBURSEMENTS FOR MONTH ENDING SEPTEMBER 30, 2024

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	3,577,018.17	694,989.31	1,595,686.95	1,286,341.91
Sanitation Fund	232,144.79	41,989.83	80,909.69	109,245.27
Wastewater Fund	1,289,737.36	84,628.33	193,947.58	1,011,161.45
Street & Transportation Fund				-
State Street Aid	20,511.96			20,511.96
Drug Fund	1,875.15			1,875.15
Debt Service Fund	-			-
Capital Projects Fund	1,754,858.38	14,244.87		1,740,613.51
Sewer Revenue & Tax Bond Issue				-
Sewer Impact Fee #2				-
Insurance Fund	573,290.63	424,679.02		148,611.61
2017 GO Public Imp Bonds				-
2010 GO Bond Issue				-
Cleary Construction Escrow				-
Industrial Development Board				-
	\$ 7,449,436.44	\$ 1,260,531.36	\$ 1,870,544.22	\$ 4,318,360.86

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200636	9/4/2024	ACE HARDWARE	69.43
200637	9/4/2024	Apparel Masters of Tennessee	869.50
200638	9/4/2024	AT&T	1,424.65
200639	9/4/2024	Atmos Energy	86.43
200640	9/4/2024	BEST CLEANERS OF COLUMBIA, LLC	31.25
200641	9/4/2024	Break Time Services	112.50
200642	9/4/2024	Chrysler Dodge Jeep Ram of Columbia	82,555.25
200643	9/4/2024	Cintas Corporation #241	636.72
200644	9/4/2024	City of Col Petty Cash	210.00
200645	9/4/2024	Colorkraft Auto Refinishers, LLC	10,792.34
200646	9/4/2024	Columbia Firefighter Assn	470.00
200647	9/4/2024	Columbia Garage Doors	142.50
200648	9/4/2024	COLUMBIA POWER & WATER SYSTEMS	18,623.44
200649	9/4/2024	Comfort Suites	70.00
200650	9/4/2024	Consolidated Pipe & Supply	3,653.70
200651	9/4/2024	Copycats Print Services Llc	25.44
200652	9/4/2024	Cumberland International	134,385.44
200653	9/4/2024	D & D Towing & Recovery	350.00
200654	9/4/2024	David's Lock & Key Inc	147.05
200655	9/4/2024	Jeff Dewire	243.00
200656	9/4/2024	Jeff Riggins	243.00
200657	9/4/2024	Jeff Segroves	260.00
200658	9/4/2024	Landen Barber	260.00
200659	9/4/2024	Brad Ribley	164.00
200660	9/4/2024	Brian Adams	164.00
200661	9/4/2024	Jessica Tucker	108.00
200662	9/4/2024	Jessica Tucker	164.00
200663	9/4/2024	GENERAL PACIFIC, INC	4,473.00
200664	9/4/2024	Glenn Harper	226.00
200665	9/4/2024	HD INK SCREEN PRINTING	1,425.00
200666	9/4/2024	ISAAC MARLOW	91.02
200667	9/4/2024	Jim's Auto Accessories Inc	81.80
200668	9/4/2024	Johnson Controls	5,872.54
200669	9/4/2024	JUSTICE ENVIRONMENTAL SERVICES, LLC	800.00
200670	9/4/2024	K & K SAFETY	125.05
200671	9/4/2024	Leaf Capital Funding LLC	643.00
200672	9/4/2024	MAIN STREET MEDIA OF TN	93.75
200673	9/4/2024	Maury Co United Way	512.00
200674	9/4/2024	Maury Regional Hospital Marshall Medical Ctr	15,969.00
200675	9/4/2024	NEXUS HOLDING	2,775.00
200676	9/4/2024	Rogers Group Inc	8,120.27
200677	9/4/2024	Safe Industries	1,006.76
200678	9/4/2024	Southeastern Shirt Corp.	458.60

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200679	9/4/2024	Southern Duplicating of Middle Tennessee	704.29
200680	9/4/2024	Southwest Electric Company	3,960.00
200681	9/4/2024	State Of TN Attn: Lily White	204.25
200682	9/4/2024	Sunbelt Rentals Inc	1,078.60
200683	9/4/2024	TIES USER GROUP	0.00
200684	9/4/2024	Tn Dept Of Revenue	494.77
200685	9/4/2024	TN Fire Svs & Codes Enf Academy	645.00
200686	9/4/2024	Tri Star Energy	858.05
200687	9/4/2024	UNITED FARM & HOME COOPERATIVE	3,032.04
200688	9/4/2024	Verizon Wireless 04	2,707.31
200689	9/4/2024	Vulcan Materials Co	1,491.50
200690	9/4/2024	W W Grainger Inc	292.35
200691	9/4/2024	Water Management Services LLC	3,945.00
200692	9/4/2024	WHOLESALE TRAILER SALES AND RENTAL, LLC	14,500.00
200693	9/4/2024	WM CORPORATE SERVICES, INC	15,128.12
200694	9/4/2024	Xylem Dewatering Solutions Inc	5,714.75
200695	9/5/2024	Corey Stanage	340.00
200696	9/5/2024	Billy Camargo	260.00
200697	9/5/2024	Corey Stanage	260.00
200698	9/5/2024	Jeff Segroves	340.00
200699	9/5/2024	JOSHUA GARNER	340.00
200700	9/6/2024	AT&T	73.52
200701	9/6/2024	AT&T	225.00
200702	9/6/2024	Atmos Energy	54.86
200703	9/6/2024	Break Time Services	240.50
200704	9/6/2024	Brookmeade Hardware & Supply	364.24
200705	9/6/2024	CHOICE SCREENING	245.00
200706	9/6/2024	Chrysler Dodge Jeep Ram of Columbia	20,882.08
200707	9/6/2024	Cintas Corporation #241	1,324.69
200708	9/6/2024	Colorkraft Auto Refinishers, LLC	1,893.23
200709	9/6/2024	COLUMBIA POWER & WATER SYSTEMS	89,041.45
200710	9/6/2024	CPWS - Broadband	300.00
200711	9/6/2024	Crawford Electric Supply Co., Inc	409.76
200712	9/6/2024	CrowdRiff Inc.	17,000.00
200713	9/6/2024	Doug Gibbs	137.18
200714	9/6/2024	James Maverick Dickinson	432.00
200715	9/6/2024	Kaleb Keller	432.00
200716	9/6/2024	Payton Bean	432.00
200717	9/6/2024	Foley Products Company, LLC	2,547.60
200718	9/6/2024	Freedom Hill Land Management	4,948.15
200719	9/6/2024	GAS APPLIANCE REPAIR SERVICE	270.00
200720	9/6/2024	John Bouchard & Sons Co Inc	934.00
200721	9/6/2024	Maury County Chamber &	850.00

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200722	9/6/2024	Mid TN Fence LLC	33,202.40
200723	9/6/2024	Motorola Solutions Inc	26,108.75
200724	9/6/2024	Mutual Of Omaha	16,108.77
200725	9/6/2024	NAFECO Inc	3,612.00
200726	9/6/2024	D Nickell Company LLC	72,039.90
200727	9/6/2024	North Central Laboratories-NCL of Wisconsin, Inc	1,134.87
200728	9/6/2024	Office Warehouse LLC	269.00
200729	9/6/2024	Parman Energy Group LLC	1,107.41
200730	9/6/2024	Robert J Young Company LLC	33.00
200731	9/6/2024	Rogers Group Inc	16,140.94
200732	9/6/2024	SRM Concrete	6,501.00
200733	9/6/2024	TARGETSOLUTIONS LEARNING LLC	11,468.85
200734	9/6/2024	Temple Inc	43,216.00
200735	9/6/2024	Trailhead Media LLC	2,250.00
200736	9/6/2024	United Waste Haulers Of TN LLC	2,248.07
200737	9/6/2024	VERIZON CONNECT	322.15
200738	9/6/2024	Vulcan Materials Co	1,051.88
200739	9/6/2024	Watershed Public Theatre	248.00
200740	9/6/2024	Wells Fargo Financial Leasing, Inc	268.51
200741	9/6/2024	Whitney Herrington	300.00
200742	9/6/2024	WILCOLOCAL MEDIA	1,215.00
200743	9/6/2024	WM CORPORATE SERVICES, INC	2,757.20
200744	9/13/2024	VOID-VOID-VOID	0.00
200745	9/13/2024	VOID-VOID-VOID	0.00
200746	9/13/2024	VOID-VOID-VOID	0.00
200747	9/13/2024	VOID-VOID-VOID	0.00
200748	9/13/2024	VOID-VOID-VOID	0.00
200749	9/13/2024	VOID-VOID-VOID	0.00
200750	9/13/2024	VOID-VOID-VOID	0.00
200751	9/13/2024	Cintas Corporation #241	2,114.14
200752	9/13/2024	CITY OF COL & BRINDLEY CO	31,900.00
200753	9/13/2024	GALLATIN POLICE DEPARTMENT	200.00
200754	9/13/2024	Colonial Life	7,340.24
200755	9/13/2024	Columbia Oil Company Inc	858.81
200756	9/13/2024	COLUMBIA POWER & WATER SYSTEMS	7,665.54
200757	9/13/2024	COMBINED INSURANCE, A CHUBB COMPANY	1,352.64
200758	9/13/2024	CPWS - Broadband	300.00
200759	9/13/2024	Crawford Electric Supply Co., Inc	17,348.61
200760	9/13/2024	Cumberland International	40,268.92
200761	9/13/2024	DECISION SUPPORT TECHNOLOGY	1,296.00
200762	9/13/2024	Duck River Electric	411.70
200763	9/13/2024	Chris Cummins	44.00
200764	9/13/2024	Nick Brown	44.00

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200765	9/13/2024	Ford of Columbia	3,539.16
200766	9/13/2024	G & C SUPPLY CO INC	5,102.26
200767	9/13/2024	GEO-TECHNOLOGY ASSOCIATES, INC	2,280.00
200768	9/13/2024	Guthrie Sales & Service Inc	190.84
200769	9/13/2024	HD INK SCREEN PRINTING	3,671.00
200770	9/13/2024	IMPACT RECOVERY SYSTEMS, INC	63.73
200771	9/13/2024	INTERSTATE BILLING SERVICE, INC	6,519.70
200772	9/13/2024	iWorQ System Inc.	10,589.00
200773	9/13/2024	J R Wauford & Co Cons Eng, Inc	44,500.00
200774	9/13/2024	Judy - Escrow	23,117.13
200775	9/13/2024	Judy Construction Company	494,444.43
200776	9/13/2024	KCS BUILDING GROUP LLC	87,000.00
200777	9/13/2024	Lampley Concrete, Inc	25,460.00
200778	9/13/2024	Leah Gray	4,000.00
200779	9/13/2024	Liquidity Services Operations LLC	1,896.37
200780	9/13/2024	Lose Design - Lose & Associates, Inc	9,638.24
200781	9/13/2024	MAGNET FORENSICS, LLC	33,105.00
200782	9/13/2024	Marshall County Solid Waste and Recycling	2,132.65
200783	9/13/2024	Maury County 911	7,806.96
200784	9/13/2024	Morgan Brothers Electric Inc	301.19
200785	9/13/2024	VOID-VOID-VOID	0.00
200786	9/13/2024	Neel-Schaffer	3,000.00
200787	9/13/2024	PROCARE PBM	46,182.43
200788	9/13/2024	Public Entity Partners	1,650.59
200789	9/13/2024	Randolph Electronics	10.20
200790	9/13/2024	Reach Technologies	336.50
200791	9/13/2024	Redman-Davis Insurance	1,230.00
200792	9/13/2024	Robert J Young Company LLC	68.22
200793	9/13/2024	Safe Industries	698,677.80
200794	9/13/2024	Southern Software Inc	1,527.00
200795	9/13/2024	State Systems, LLC	202.50
200796	9/13/2024	Sun Life Financial	40,686.48
200797	9/13/2024	Ted's Sporting Goods	139.99
200798	9/13/2024	Thompson Machinery	34,879.80
200799	9/13/2024	TN Fire Svs & Codes Enf Academy	101.85
200800	9/13/2024	Tri Star Energy	38,737.21
200801	9/13/2024	United Waste Haulers Of TN LLC	948.75
200802	9/13/2024	Unum Life Insurance Co Of Amer	2,970.00
200803	9/13/2024	Vulcan Materials Co	1,459.20
200804	9/13/2024	W W Grainger Inc	417.76
200805	9/13/2024	Waynes Pest Control	650.00
200806	9/13/2024	Waypoint Analytical, LLC	2,922.00
200807	9/13/2024	Wells Fargo Financial Leasing, Inc	243.57

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200808	9/13/2024	WM CORPORATE SERVICES, INC	25,705.83
200809	9/13/2024	3M Company	1,655.44
200810	9/13/2024	Accurate Law Enforcement	877.60
200811	9/13/2024	AMER FAMILY LIFE ASSURANCE	40.30
200812	9/13/2024	Atmos Energy	386.89
200813	9/13/2024	B's Tees	3,320.25
200814	9/13/2024	Break Time Services	32.00
200815	9/13/2024	BRINDLEY CO	606,100.00
200816	9/19/2024	Advance Paving	3,400.00
200817	9/19/2024	AMERICAN PUMPING	400.00
200818	9/19/2024	AQUAPHASE	699.62
200819	9/19/2024	AT&T	146.70
200820	9/19/2024	Atmos Energy	698.15
200821	9/19/2024	BEST CLEANERS OF COLUMBIA, LLC	25.50
200822	9/19/2024	BidNet	4,000.00
200823	9/19/2024	Blue Cardinal Chemical, LLC	6,199.40
200824	9/19/2024	BREAK TIME SERVICES	144.50
200825	9/19/2024	Break Time Services	96.00
200826	9/19/2024	Bruhn & Bruhn Fire	640.34
200827	9/19/2024	C.E.S. CITY ELECTRIC SUPPLY CO	43.28
200828	9/19/2024	Cintas Corporation #241	190.31
200829	9/19/2024	CMS Uniforms & Equipment	1,968.33
200830	9/19/2024	Columbia Firefighter Assn	496.25
200831	9/19/2024	Columbia Machine Works	27,175.00
200832	9/19/2024	Columbia Neon Co	4,510.00
200833	9/19/2024	Columbia Oil Company Inc	3,082.19
200834	9/19/2024	COLUMBIA POWER & WATER SYSTEMS	20,812.54
200835	9/19/2024	Columbia Powersports Supercenter	955.94
200836	9/19/2024	David's Lock & Key Inc	169.00
200837	9/19/2024	Dell Marketing L P	1,812.99
200838	9/19/2024	Eye In The Sky	4,164.16
200839	9/19/2024	Freedom Hill Land Management	12,244.75
200840	9/19/2024	GANNETT TENNESSEE LOCALIQ	62.01
200841	9/19/2024	Jennifer Dalton	100.00
200842	9/19/2024	Jim's Auto Accessories Inc	76.24
200843	9/19/2024	Johnson Controls	5,303.98
200844	9/19/2024	Mail Call	3,616.25
200845	9/19/2024	MAIN STREET MEDIA OF TN	35.00
200846	9/19/2024	Maury Co United Way	538.25
200847	9/19/2024	Mid South Recreation	16,212.00
200848	9/19/2024	Neel-Schaffer	12,641.00
200849	9/19/2024	NexAir LLC	41.57
200850	9/19/2024	North Central Laboratories-NCL of Wisconsin, Inc	1,846.87

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200851	9/19/2024	Annah Lauren Shrader	250.00
200852	9/19/2024	Perennial Communications, LLC	5,088.00
200853	9/19/2024	PRIME CONTROLS LP	5,523.00
200854	9/19/2024	Rogers Group Inc	156.16
200855	9/19/2024	Sewah Studios Inc	3,160.00
200856	9/19/2024	Siddons-Martin Emergency Group LLC	745.77
200857	9/19/2024	Simple Com	36.00
200858	9/19/2024	Simpleview, LLC	187.50
200859	9/19/2024	SRM Concrete	5,125.00
200860	9/19/2024	Stoltz Printing Co	275.50
200861	9/19/2024	Temple Inc	905.00
200862	9/19/2024	Tennessee Electrical Inc	1,500.00
200863	9/19/2024	Thomson Reuters - West	74.00
200864	9/19/2024	TN BUREAU OF INVESTIGATION	480.00
200865	9/19/2024	Tri Star Energy	2,854.08
200866	9/19/2024	Tri Star Energy	46,919.21
200867	9/19/2024	United Waste Haulers Of TN LLC	138.69
200868	9/19/2024	VIKING CIVES MIDWEST	63,773.00
200869	9/19/2024	Visual Media Co LLC	600.00
200870	9/19/2024	Vulcan Materials Co	550.55
200871	9/19/2024	Water & Waste Equipment Inc	3,845.84
200872	9/19/2024	Waynes Pest Control	785.00
200873	9/24/2024	Needle And Grain	320.00
200874	9/26/2024	CHOICE SCREENING	236.00
200875	9/26/2024	ACE HARDWARE	20.34
200876	9/26/2024	AT&T (Fiber Optics)	726.44
200877	9/26/2024	Atmos Energy	302.33
200878	9/26/2024	BEST CLEANERS OF COLUMBIA, LLC	30.83
200879	9/26/2024	Blue Cardinal Chemical, LLC	5,566.47
200880	9/26/2024	C & C Bucket Truck and Tree Service	2,500.00
200881	9/26/2024	Certified Languages International	66.70
200882	9/26/2024	CINDY GREENE	148.11
200883	9/26/2024	Cintas Corporation #241	1,557.47
200884	9/26/2024	Columbia Oil Company Inc	657.25
200885	9/26/2024	Columbia Paint & Wallcover	47.99
200886	9/26/2024	COLUMBIA POWER & WATER SYSTEMS	10,502.38
200887	9/26/2024	Columbia Radiator Service	2,402.96
200888	9/26/2024	D & D Towing & Recovery	175.00
200889	9/26/2024	Dell Marketing L P	339.24
200890	9/26/2024	Duck River Electric	2,557.05
200891	9/26/2024	EDDIE CAMPBELL & ASSOCIATES	750.00
200892	9/26/2024	Firstnet Services Provided By AT&T Mobility	2,138.52
200893	9/26/2024	Freedom Hill Land Management	395.00

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 8/1/2024 - 8/31/2024**

POOLED CASH CHECK LISTING

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200894	9/26/2024	Fuze-8x8, Inc	46,367.68
200895	9/26/2024	Daily Herald (Ads)	906.30
200896	9/26/2024	Gresham Smith & Partners	5,377.09
200897	9/26/2024	Heritage-Crystal Clean, LLC	486.19
200898	9/26/2024	Impressions	266.68
200899	9/26/2024	J & M Supply Solutions	2,013.44
200900	9/26/2024	Jackson Sand	1,118.00
200901	9/26/2024	JACOB MCCORD	300.00
200902	9/26/2024	JUSTIN RICHARDSON	535.00
200903	9/26/2024	KREBS KUBOTA	23.39
200904	9/26/2024	Lose Design - Lose & Associates, Inc	3,400.00
200905	9/26/2024	Maury Co Government	18,611.02
200906	9/26/2024	Maury Fence Co Of Tn Inc	424.00
200907	9/26/2024	Millennium	342.05
200908	9/26/2024	Morgan Brothers Electric Inc	184.77
200909	9/26/2024	Neel-Schaffer	3,865.00
200910	9/26/2024	D Nickell Company LLC	173,164.00
200911	9/26/2024	Parman Energy Group LLC	2,816.80
200912	9/26/2024	PAUL VARNEY CONSTRUCTION LLC	11,838.00
200913	9/26/2024	Preventia Security	2,129.44
200914	9/26/2024	PROCARE PBM	45,773.70
200915	9/26/2024	Public Entity Partners	56,640.66
200916	9/26/2024	RJV EQUIPMENT, LLC	19,454.62
200917	9/26/2024	Robert J Young Company LLC	199.59
200918	9/26/2024	Samsara Inc	298.80
200919	9/26/2024	SAVE THE DAY PORTABLES	445.00
200920	9/26/2024	Southeastern Sound Inc	285.00
200921	9/26/2024	SOUTHERN PIPE & SUPPLY	262.94
200922	9/26/2024	SRM Concrete	600.00
200923	9/26/2024	Summit Uniforms	42.50
200924	9/26/2024	T-MOBILE	96.54
200925	9/26/2024	TARA FERRY	1,128.64
200926	9/26/2024	Ted's Sporting Goods	142.99
200927	9/26/2024	Temple Inc	1,251.27
200928	9/26/2024	Thompson Machinery	1,671.43
200929	9/26/2024	Tri Star Energy	83.84
200930	9/26/2024	Turner & Osborne Tire Co	380.67
200931	9/26/2024	United Waste Haulers Of TN LLC	3,694.24
200932	9/26/2024	Unum Life Insurance Co Of Amer	3,026.40
200933	9/26/2024	Verizon	3,576.67
200934	9/26/2024	Verizon Wireless 01	177.72
200935	9/26/2024	Verizon Wireless 03	17.28
200936	9/26/2024	Verizon Wireless 04	3,260.73

**CITY OF COLUMBIA
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POOLED CASH CHECK LISTING

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200937	9/26/2024	Verizon Wireless	09	88.86
200938	9/26/2024	Volkert Inc		2,101.00
200939	9/27/2024	ACE HARDWARE		402.91
200940	9/27/2024	APRIL BRY		164.00
200941	9/27/2024	BEST CLEANERS OF COLUMBIA, LLC		129.10
200942	9/27/2024	Better Business Solutions		760.62
200943	9/27/2024	Brandon Schroeder		282.00
200944	9/27/2024	CHARTER COMMUNICATIONS		1,099.00
200945	9/27/2024	Cintas Corporation #241		618.04
200946	9/27/2024	City Of Col Employees Retireme		286,317.91
200947	9/27/2024	City Of Col Tn Retirement		37,495.04
200948	9/27/2024	Colonial Life		7,267.30
200949	9/27/2024	Columbia Paint & Wallcover		59.99
200950	9/27/2024	COLUMBIA POWER & WATER SYSTEMS		58.79
200951	9/27/2024	Farmers Family Restaurant		4,550.00
200952	9/27/2024	Hughes McDaniel & Associates		1,750.00
200953	9/27/2024	Jeff Segroves		282.00
200954	9/27/2024	Jennifer Dalton		164.00
200955	9/27/2024	Johnathan Ussery		150.00
200956	9/27/2024	Kiwanis Club Of Columbia		133.33
200957	9/27/2024	Landen Barber		282.00
200958	9/27/2024	Public Entity Partners		1,811.55
200959	9/27/2024	Redman-Davis Insurance		24,143.00
200960	9/27/2024	SAVE THE DAY PORTABLES		250.00
200961	9/27/2024	SHADE STRUCTURES, INC		27,555.00
200962	9/27/2024	Temple Inc		45,710.00
200963	9/27/2024	TN REHABILITATION CENTER		17,000.00
200964	9/27/2024	Tony Gray		282.00
200965	9/27/2024	TRACY LATHAM		600.00
200966	9/27/2024	Waynes Pest Control		175.00

GENERAL FUND

Total Purchase Cards:	\$	-
Total Payroll Transfers:	\$	1,595,686.95
Total Misc. Transfers:	\$	694,989.31
Total Checks:	\$	<u>1,286,341.91</u>
Total:	\$	3,577,018.17

**CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 8/1/2024 - 8/31/2024**

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STATE STREET AID

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	-
Total Checks:	\$	<u>20,511.96</u>
Total:	\$	20,511.96

SANITATION

Total Purchase Cards:	\$	-
Total Payroll Transfers:	\$	80,909.69
Total Misc. Transfers:	\$	41,989.83
Total Checks:	\$	<u>109,245.27</u>
Total:	\$	232,144.79

WASTEWATER

Total Purchase Cards:	\$	-
Total Payroll Transfers:	\$	193,947.58
Total Misc. Transfers:	\$	84,628.33
Total Checks:	\$	<u>1,011,161.45</u>
Total:	\$	1,289,737.36

DRUG

Total Purchase Cards:	\$	-
Total Checks:	\$	<u>1,875.15</u>
Total:	\$	1,875.15

INSURANCE

Total Misc. Transfers:	\$	424,679.02
Total Checks:	\$	<u>148,611.61</u>
Total:	\$	573,290.63

CAPITAL PROJECTS

Total Purchase Cards:	\$	-
Total Misc. Transfers:	\$	14,244.87
Total Checks:	\$	<u>1,740,613.51</u>
Total:	\$	1,754,858.38

Maury County Government

INVOICE

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

DATE: October 11, 2024
INVOICE # FY2024-2025 Q1
FOR: Animal Shelter Maintenance

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

DESCRIPTION				AMOUNT
Revenue:				
Animal Shelter Revenue, 7/1/2024-9/30/2024				\$ 2,464.50
Subtotal				\$ 2,464.50
Expenditures:				
Operational, 7/1/2024-9/30/2024				\$ 226,520.01
Labor to repair water leak in stray room on 7/8/2024				
	Hourly Rate	Hours Worked		
Johnnie Shipp	\$31.76	1		\$31.76
Robert Walker	\$30.13	1		\$30.13
Labor to check on water leak on 7/30/2024				
	Hourly Rate	Hours Worked		
Johnnie Shipp	\$31.76	0.5		\$15.88
Robert Walker	\$30.13	0.5		\$15.07
Labor to run power to building for sick dogs on 8/7/2024				
	Hourly Rate	Hours Worked		
Johnnie Shipp	\$31.76	4		\$127.04
Doug Carrington	\$37.79	4		\$151.16
Ronnie Bates	\$60.31	4		\$241.24
Robert Walker	\$30.13	4		\$120.52
Labor to replace 3 exit lights on 9/6/2024				
	Hourly Rate	Hours Worked		
Doug Carrington	\$37.79	1		\$37.79
Labor to replace toilet seats in public restrooms & light bulbs. Also repair door hinges in stray kennel				
	Hourly Rate	Hours Worked		
Johnnie Shipp	\$31.76	3		\$95.28
Robert Walker	\$30.13	3		\$90.39
Subtotal				\$ 227,476.27
Net Total for Q1 FY 2024/2025 Operating Expenses				\$ 225,011.77
TOTAL DUE				\$ 112,505.88

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

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Maury County Finance Department
Account Analysis
July 2024 - September 2024

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Fund: 101 General

Account Number : 101- -55120-101-55010

Animal Shelter - County Official/Administrative Officer - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/15/2024	9		PA	Payroll Summary - 3-Salary	2,800.21	0.00	2,800.21
07/31/2024	34		PA	Payroll Summary - 3-Salary	2,800.21	0.00	5,600.42
Monthly Totals: 101- -55120-101-55010					5,600.42	0.00	5,600.42
08/15/2024	39		PA	Payroll Summary - 3-Salary	2,800.21	0.00	2,800.21
08/30/2024	51		PA	Payroll Summary - 3-Salary	2,800.21	0.00	5,600.42
Monthly Totals: 101- -55120-101-55010					5,600.42	0.00	5,600.42
09/13/2024	78		PA	Payroll Summary - 3-Salary	2,800.21	0.00	2,800.21
09/30/2024	85		PA	Payroll Summary - 3-Salary	2,800.21	0.00	5,600.42
Monthly Totals: 101- -55120-101-55010					5,600.42	0.00	5,600.42

Fund: 101 General

Account Number : 101- -55120-169-55010

Animal Shelter - Part-Time Personnel - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/12/2024	1		PA	Payroll Summary - 2-Hourly	1,413.30	0.00	1,413.30
07/26/2024	24		PA	Payroll Summary - 2-Hourly	1,081.38	0.00	2,494.68
Monthly Totals: 101- -55120-169-55010					2,494.68	0.00	2,494.68
08/09/2024	38		PA	Payroll Summary - 2-Hourly	1,058.76	0.00	1,058.76
08/23/2024	50		PA	Payroll Summary - 2-Hourly	1,060.65	0.00	2,119.41
Monthly Totals: 101- -55120-169-55010					2,119.41	0.00	2,119.41
09/06/2024	69		PA	Payroll Summary - 2-Hourly	821.69	0.00	821.69
09/20/2024	82		PA	Payroll Summary - 2-Hourly	1,734.17	0.00	2,555.86
Monthly Totals: 101- -55120-169-55010					2,555.86	0.00	2,555.86

Fund: 101 General

Account Number : 101- -55120-187

Animal Shelter - Overtime Pay

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/12/2024	1		PA	Payroll Summary - 2-Hourly	480.68	0.00	480.68
07/26/2024	24		PA	Payroll Summary - 2-Hourly	43.77	0.00	524.45
Monthly Totals: 101- -55120-187					524.45	0.00	524.45

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Fund: 101 General

Account Number : 101- -55120-187

Animal Shelter - Overtime Pay

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/09/2024	38		PA	Payroll Summary - 2-Hourly	1,066.37	0.00	1,066.37
08/23/2024	50		PA	Payroll Summary - 2-Hourly	597.39	0.00	1,663.76
Monthly Totals: 101- -55120-187					1,663.76	0.00	1,663.76
09/06/2024	69		PA	Payroll Summary - 2-Hourly	523.96	0.00	523.96
09/20/2024	82		PA	Payroll Summary - 2-Hourly	347.74	0.00	871.70
Monthly Totals: 101- -55120-187					871.70	0.00	871.70

Fund: 101 General

Account Number : 101- -55120-187-55010

Animal Shelter - Overtime Pay - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/26/2024	24		PA	Payroll Summary - 2-Hourly	55.18	0.00	55.18
Monthly Totals: 101- -55120-187-55010					55.18	0.00	55.18
08/09/2024	38		PA	Payroll Summary - 2-Hourly	432.17	0.00	432.17
08/23/2024	50		PA	Payroll Summary - 2-Hourly	345.50	0.00	777.67
Monthly Totals: 101- -55120-187-55010					777.67	0.00	777.67
09/06/2024	69		PA	Payroll Summary - 2-Hourly	414.15	0.00	414.15
09/20/2024	82		PA	Payroll Summary - 2-Hourly	1,112.04	0.00	1,526.19
Monthly Totals: 101- -55120-187-55010					1,526.19	0.00	1,526.19

Fund: 101 General

Account Number : 101- -55120-189

Animal Shelter - Other Salaries & Wages

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/12/2024	1		PA	Payroll Summary - 2-Hourly	4,786.90	0.00	4,786.90
07/26/2024	24		PA	Payroll Summary - 2-Hourly	4,774.01	0.00	9,560.91
Monthly Totals: 101- -55120-189					9,560.91	0.00	9,560.91
08/09/2024	38		PA	Payroll Summary - 2-Hourly	4,621.31	0.00	4,621.31
08/23/2024	50		PA	Payroll Summary - 2-Hourly	5,958.21	0.00	10,579.52
Monthly Totals: 101- -55120-189					10,579.52	0.00	10,579.52
09/06/2024	69		PA	Payroll Summary - 2-Hourly	3,190.49	0.00	3,190.49

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Fund: 101 General

Account Number : 101- -55120-189

Animal Shelter - Other Salaries & Wages

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
09/20/2024	82		PA	Payroll Summary - 2-Hourly	2,493.14	0.00	5,683.63
Monthly Totals: 101- -55120-189					5,683.63	0.00	5,683.63

Fund: 101 General

Account Number : 101- -55120-189-55010

Animal Shelter - Other Salaries & Wages - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/12/2024	1		PA	Payroll Summary - 2-Hourly	12,364.93	0.00	12,364.93
07/26/2024	24		PA	Payroll Summary - 2-Hourly	11,771.00	0.00	24,135.93
Monthly Totals: 101- -55120-189-55010					24,135.93	0.00	24,135.93
08/09/2024	38		PA	Payroll Summary - 2-Hourly	11,408.01	0.00	11,408.01
08/23/2024	50		PA	Payroll Summary - 2-Hourly	10,489.95	0.00	21,897.96
Monthly Totals: 101- -55120-189-55010					21,897.96	0.00	21,897.96
09/06/2024	69		PA	Payroll Summary - 2-Hourly	10,251.77	0.00	10,251.77
09/20/2024	82		PA	Payroll Summary - 2-Hourly	10,970.89	0.00	21,222.66
Monthly Totals: 101- -55120-189-55010					21,222.66	0.00	21,222.66

Fund: 101 General

Account Number : 101- -55120-201

Animal Shelter - Social Security

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/12/2024	1		PA	Payroll Summary - 2-Hourly	320.90	0.00	320.90
07/26/2024	24		PA	Payroll Summary - 2-Hourly	292.80	0.00	613.70
Monthly Totals: 101- -55120-201					613.70	0.00	613.70
08/09/2024	38		PA	Payroll Summary - 2-Hourly	346.95	0.00	346.95
08/23/2024	50		PA	Payroll Summary - 2-Hourly	406.23	0.00	753.18
Monthly Totals: 101- -55120-201					753.18	0.00	753.18
09/06/2024	69		PA	Payroll Summary - 2-Hourly	230.08	0.00	230.08
09/20/2024	82		PA	Payroll Summary - 2-Hourly	172.70	0.00	402.78
Monthly Totals: 101- -55120-201					402.78	0.00	402.78

Fund: 101 General

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Account Number : **101- -55120-201-55010**

Animal Shelter - Social Security - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/12/2024	1		PA	Payroll Summary - 2-Hourly	847.98	0.00	847.98
07/15/2024	9		PA	Payroll Summary - 3-Salary	171.22	0.00	1,019.20
07/26/2024	24		PA	Payroll Summary - 2-Hourly	794.00	0.00	1,813.20
07/31/2024	34		PA	Payroll Summary - 3-Salary	171.21	0.00	1,984.41
Monthly Totals: 101- -55120-201-55010					1,984.41	0.00	1,984.41
08/09/2024	38		PA	Payroll Summary - 2-Hourly	793.47	0.00	793.47
08/15/2024	39		PA	Payroll Summary - 3-Salary	171.22	0.00	964.69
08/23/2024	50		PA	Payroll Summary - 2-Hourly	731.29	0.00	1,695.98
08/30/2024	51		PA	Payroll Summary - 3-Salary	171.22	0.00	1,867.20
Monthly Totals: 101- -55120-201-55010					1,867.20	0.00	1,867.20
09/06/2024	69		PA	Payroll Summary - 2-Hourly	705.98	0.00	705.98
09/13/2024	78		PA	Payroll Summary - 3-Salary	171.21	0.00	877.19
09/20/2024	82		PA	Payroll Summary - 2-Hourly	850.39	0.00	1,727.58
09/30/2024	85		PA	Payroll Summary - 3-Salary	171.22	0.00	1,898.80
Monthly Totals: 101- -55120-201-55010					1,898.80	0.00	1,898.80

Fund: **101** General

Account Number : **101- -55120-204**

Animal Shelter - State Retirement

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/12/2024	1		PA	Payroll Summary - 2-Hourly	402.97	0.00	402.97
07/26/2024	24		PA	Payroll Summary - 2-Hourly	368.56	0.00	771.53
Monthly Totals: 101- -55120-204					771.53	0.00	771.53
08/09/2024	38		PA	Payroll Summary - 2-Hourly	435.10	0.00	435.10
08/23/2024	50		PA	Payroll Summary - 2-Hourly	275.46	0.00	710.56
Monthly Totals: 101- -55120-204					710.56	0.00	710.56
09/06/2024	69		PA	Payroll Summary - 2-Hourly	159.91	0.00	159.91
09/20/2024	82		PA	Payroll Summary - 2-Hourly	217.33	0.00	377.24
Monthly Totals: 101- -55120-204					377.24	0.00	377.24

Fund: **101** General

Account Number : **101- -55120-204-55010**

Animal Shelter - State Retirement - Animal Shelter

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Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/12/2024	1		PA	Payroll Summary - 2-Hourly	904.97	0.00	904.97
07/15/2024	9		PA	Payroll Summary - 3-Salary	214.22	0.00	1,119.19
07/26/2024	24		PA	Payroll Summary - 2-Hourly	904.70	0.00	2,023.89
07/31/2024	34		PA	Payroll Summary - 3-Salary	214.22	0.00	2,238.11
Monthly Totals: 101- -55120-204-55010					2,238.11	0.00	2,238.11
08/09/2024	38		PA	Payroll Summary - 2-Hourly	905.79	0.00	905.79
08/15/2024	39		PA	Payroll Summary - 3-Salary	214.22	0.00	1,120.01
08/23/2024	50		PA	Payroll Summary - 2-Hourly	818.71	0.00	1,938.72
08/30/2024	51		PA	Payroll Summary - 3-Salary	214.22	0.00	2,152.94
Monthly Totals: 101- -55120-204-55010					2,152.94	0.00	2,152.94
09/06/2024	69		PA	Payroll Summary - 2-Hourly	815.96	0.00	815.96
09/13/2024	78		PA	Payroll Summary - 3-Salary	214.22	0.00	1,030.18
09/20/2024	82		PA	Payroll Summary - 2-Hourly	924.34	0.00	1,954.52
09/30/2024	85		PA	Payroll Summary - 3-Salary	214.22	0.00	2,168.74
Monthly Totals: 101- -55120-204-55010					2,168.74	0.00	2,168.74

Fund: 101 General

Account Number : 101- -55120-206

Animal Shelter - Life Insurance

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/12/2024	1		PA	Payroll Summary - 2-Hourly	6.30	0.00	6.30
07/26/2024	24		PA	Payroll Summary - 2-Hourly	6.30	0.00	12.60
Monthly Totals: 101- -55120-206					12.60	0.00	12.60
08/09/2024	38		PA	Payroll Summary - 2-Hourly	6.30	0.00	6.30
08/23/2024	50		PA	Payroll Summary - 2-Hourly	2.10	0.00	8.40
Monthly Totals: 101- -55120-206					8.40	0.00	8.40
09/06/2024	69		PA	Payroll Summary - 2-Hourly	2.10	0.00	2.10
09/20/2024	82		PA	Payroll Summary - 2-Hourly	4.20	0.00	6.30
Monthly Totals: 101- -55120-206					6.30	0.00	6.30

Fund: 101 General

Account Number : 101- -55120-206-55010

Animal Shelter - Life Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
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Fund: 101 General

Account Number : 101- -55120-206-55010

Animal Shelter - Life Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/02/2024	304017	304017	CD	LINCOLN FINANCIAL GROUP	0.00	1.06	(1.06)
07/12/2024	1		PA	Payroll Summary - 2-Hourly	13.97	0.00	12.91
07/15/2024	9		PA	Payroll Summary - 3-Salary	2.10	0.00	15.01
07/26/2024	24		PA	Payroll Summary - 2-Hourly	13.97	0.00	28.98
07/31/2024	34		PA	Payroll Summary - 3-Salary	2.10	0.00	31.08
Monthly Totals: 101- -55120-206-55010					32.14	1.06	31.08
08/01/2024	304791	304791	CD	LINCOLN FINANCIAL GROUP	0.00	0.01	(0.01)
08/09/2024	38		PA	Payroll Summary - 2-Hourly	13.97	0.00	13.96
08/15/2024	39		PA	Payroll Summary - 3-Salary	2.10	0.00	16.06
08/23/2024	50		PA	Payroll Summary - 2-Hourly	13.97	0.00	30.03
08/30/2024	51		PA	Payroll Summary - 3-Salary	2.10	0.00	32.13
Monthly Totals: 101- -55120-206-55010					32.14	0.01	32.13
09/06/2024	69		PA	Payroll Summary - 2-Hourly	13.97	0.00	13.97
09/06/2024	305561	305561	CD	LINCOLN FINANCIAL GROUP	0.00	8.41	5.56
09/13/2024	78		PA	Payroll Summary - 3-Salary	2.10	0.00	7.66
09/20/2024	82		PA	Payroll Summary - 2-Hourly	11.87	0.00	19.53
09/30/2024	85		PA	Payroll Summary - 3-Salary	2.10	0.00	21.63
Monthly Totals: 101- -55120-206-55010					30.04	8.41	21.63

Fund: 101 General

Account Number : 101- -55120-207

Animal Shelter - Medical Insurance

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/12/2024	1		PA	Payroll Summary - 2-Hourly	989.24	0.00	989.24
07/12/2024	304139	304139	CD	PINNACLE BANK	62.50	0.00	1,051.74
07/26/2024	24		PA	Payroll Summary - 2-Hourly	989.24	0.00	2,040.98
07/26/2024	304445	304445	CD	PINNACLE BANK	62.50	0.00	2,103.48
Monthly Totals: 101- -55120-207					2,103.48	0.00	2,103.48
08/09/2024	38		PA	Payroll Summary - 2-Hourly	989.24	0.00	989.24
08/23/2024	50		PA	Payroll Summary - 2-Hourly	413.08	0.00	1,402.32
Monthly Totals: 101- -55120-207					1,402.32	0.00	1,402.32

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Fund: 101 General

Account Number : 101- -55120-207

Animal Shelter - Medical Insurance

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
09/06/2024	69		PA	Payroll Summary - 2-Hourly	350.58	0.00	350.58
09/20/2024	82		PA	Payroll Summary - 2-Hourly	701.16	0.00	1,051.74
09/20/2024	305862	305862	CD	PINNACLE BANK	62.50	0.00	1,114.24
Monthly Totals: 101- -55120-207					1,114.24	0.00	1,114.24

Fund: 101 General

Account Number : 101- -55120-207-55010

Animal Shelter - Medical Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/02/2024	304008	304008	CD	BLUE CROSS BLUE SHIELD OF TN	0.00	288.17	(288.17)
07/12/2024	1		PA	Payroll Summary - 2-Hourly	1,752.90	0.00	1,464.73
07/26/2024	24		PA	Payroll Summary - 2-Hourly	1,752.90	0.00	3,217.63
Monthly Totals: 101- -55120-207-55010					3,505.80	288.17	3,217.63
08/01/2024	304777	304777	CD	BLUE CROSS BLUE SHIELD OF TN	0.00	0.08	(0.08)
08/09/2024	38		PA	Payroll Summary - 2-Hourly	1,752.90	0.00	1,752.82
08/23/2024	50		PA	Payroll Summary - 2-Hourly	1,752.90	0.00	3,505.72
Monthly Totals: 101- -55120-207-55010					3,505.80	0.08	3,505.72
09/06/2024	69		PA	Payroll Summary - 2-Hourly	1,752.90	0.00	1,752.90
09/06/2024	305542	305542	CD	BLUE CROSS BLUE SHIELD OF TN	0.00	0.07	1,752.83
09/20/2024	82		PA	Payroll Summary - 2-Hourly	1,752.90	0.00	3,505.73
Monthly Totals: 101- -55120-207-55010					3,505.80	0.07	3,505.73

Fund: 101 General

Account Number : 101- -55120-208

Animal Shelter - Dental Insurance

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/12/2024	1		PA	Payroll Summary - 2-Hourly	36.48	0.00	36.48
07/26/2024	24		PA	Payroll Summary - 2-Hourly	27.18	0.00	63.66
Monthly Totals: 101- -55120-208					63.66	0.00	63.66
08/09/2024	38		PA	Payroll Summary - 2-Hourly	36.48	0.00	36.48
08/23/2024	50		PA	Payroll Summary - 2-Hourly	9.06	0.00	45.54

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Fund: 101 General

Account Number : 101- -55120-208

Animal Shelter - Dental Insurance

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-208					45.54	0.00	45.54
09/06/2024	69		PA	Payroll Summary - 2-Hourly	12.16	0.00	12.16
09/20/2024	82		PA	Payroll Summary - 2-Hourly	27.18	0.00	39.34
Monthly Totals: 101- -55120-208					39.34	0.00	39.34

Fund: 101 General

Account Number : 101- -55120-208-55010

Animal Shelter - Dental Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/02/2024	304025	304025	CD	Maury County Self Insurance Fund	0.00	3.10	(3.10)
07/12/2024	1		PA	Payroll Summary - 2-Hourly	72.96	0.00	69.86
07/15/2024	9		PA	Payroll Summary - 3-Salary	12.16	0.00	82.02
07/26/2024	24		PA	Payroll Summary - 2-Hourly	54.36	0.00	136.38
07/31/2024	34		PA	Payroll Summary - 3-Salary	9.06	0.00	145.44
Monthly Totals: 101- -55120-208-55010					148.54	3.10	145.44
08/09/2024	38		PA	Payroll Summary - 2-Hourly	72.96	0.00	72.96
08/15/2024	39		PA	Payroll Summary - 3-Salary	12.16	0.00	85.12
08/23/2024	50		PA	Payroll Summary - 2-Hourly	54.36	0.00	139.48
08/30/2024	51		PA	Payroll Summary - 3-Salary	9.06	0.00	148.54
Monthly Totals: 101- -55120-208-55010					148.54	0.00	148.54
09/06/2024	69		PA	Payroll Summary - 2-Hourly	72.96	0.00	72.96
09/06/2024	305566	305566	CD	Maury County Self Insurance Fund	0.00	3.10	69.86
09/13/2024	78		PA	Payroll Summary - 3-Salary	12.16	0.00	82.02
09/20/2024	82		PA	Payroll Summary - 2-Hourly	54.36	0.00	136.38
09/30/2024	85		PA	Payroll Summary - 3-Salary	9.06	0.00	145.44
Monthly Totals: 101- -55120-208-55010					148.54	3.10	145.44

Fund: 101 General

Account Number : 101- -55120-209-55010

Animal Shelter - Disability Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/02/2024	304017	304017	CD	LINCOLN FINANCIAL GROUP	76.56	0.00	76.56

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Fund: 101 General

Account Number : 101- -55120-209-55010 Animal Shelter - Disability Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
				Monthly Totals: 101- -55120-209-55010	76.56	0.00	76.56
08/01/2024	304791	304791	CD	LINCOLN FINANCIAL GROUP	70.51	0.00	70.51
				Monthly Totals: 101- -55120-209-55010	70.51	0.00	70.51
09/06/2024	305561	305561	CD	LINCOLN FINANCIAL GROUP	60.12	0.00	60.12
				Monthly Totals: 101- -55120-209-55010	60.12	0.00	60.12

Fund: 101 General

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

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/12/2024	1		PA	Payroll Summary - 2-Hourly	8.87	0.00	8.87
07/26/2024	24		PA	Payroll Summary - 2-Hourly	7.90	0.00	16.77
				Monthly Totals: 101- -55120-210-55010	16.77	0.00	16.77
08/09/2024	38		PA	Payroll Summary - 2-Hourly	6.54	0.00	6.54
08/23/2024	50		PA	Payroll Summary - 2-Hourly	3.52	0.00	10.06
				Monthly Totals: 101- -55120-210-55010	10.06	0.00	10.06
09/06/2024	69		PA	Payroll Summary - 2-Hourly	5.45	0.00	5.45
09/20/2024	82		PA	Payroll Summary - 2-Hourly	9.07	0.00	14.52
				Monthly Totals: 101- -55120-210-55010	14.52	0.00	14.52

Fund: 101 General

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

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/12/2024	1		PA	Payroll Summary - 2-Hourly	75.05	0.00	75.05
07/26/2024	24		PA	Payroll Summary - 2-Hourly	68.48	0.00	143.53
				Monthly Totals: 101- -55120-212	143.53	0.00	143.53
08/09/2024	38		PA	Payroll Summary - 2-Hourly	81.14	0.00	81.14
08/23/2024	50		PA	Payroll Summary - 2-Hourly	95.00	0.00	176.14
				Monthly Totals: 101- -55120-212	176.14	0.00	176.14
09/06/2024	69		PA	Payroll Summary - 2-Hourly	53.81	0.00	53.81

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Fund: 101 General

Account Number : 101- -55120-212

Animal Shelter - Employer Medicare

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
09/20/2024	82		PA	Payroll Summary - 2-Hourly	40.40	0.00	94.21
Monthly Totals: 101- -55120-212					94.21	0.00	94.21

Fund: 101 General

Account Number : 101- -55120-212-55010

Animal Shelter - Employer Medicare - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/12/2024	1		PA	Payroll Summary - 2-Hourly	198.31	0.00	198.31
07/15/2024	9		PA	Payroll Summary - 3-Salary	40.04	0.00	238.35
07/26/2024	24		PA	Payroll Summary - 2-Hourly	185.69	0.00	424.04
07/31/2024	34		PA	Payroll Summary - 3-Salary	40.04	0.00	464.08
Monthly Totals: 101- -55120-212-55010					464.08	0.00	464.08
08/09/2024	38		PA	Payroll Summary - 2-Hourly	185.55	0.00	185.55
08/15/2024	39		PA	Payroll Summary - 3-Salary	40.04	0.00	225.59
08/23/2024	50		PA	Payroll Summary - 2-Hourly	171.04	0.00	396.63
08/30/2024	51		PA	Payroll Summary - 3-Salary	40.05	0.00	436.68
Monthly Totals: 101- -55120-212-55010					436.68	0.00	436.68
09/06/2024	69		PA	Payroll Summary - 2-Hourly	165.12	0.00	165.12
09/13/2024	78		PA	Payroll Summary - 3-Salary	40.04	0.00	205.16
09/20/2024	82		PA	Payroll Summary - 2-Hourly	198.88	0.00	404.04
09/30/2024	85		PA	Payroll Summary - 3-Salary	40.04	0.00	444.08
Monthly Totals: 101- -55120-212-55010					444.08	0.00	444.08

Fund: 101 General

Account Number : 101- -55120-320

Animal Shelter - Dues And Memberships

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/02/2024	304058	304058	CD	Galaxy Digital LLC	860.00	0.00	860.00
Monthly Totals: 101- -55120-320					860.00	0.00	860.00

Fund: 101 General

Account Number : 101- -55120-320-55010

Animal Shelter - Dues And Memberships - Animal Shelter

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Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/02/2024	304058	304058	CD	Galaxy Digital LLC	140.00	0.00	140.00
Monthly Totals: 101- -55120-320-55010					140.00	0.00	140.00

Fund: 101 General

Account Number : 101- -55120-333-55010 Animal Shelter - Licenses - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/18/2024	304423	304423	CD	Tn Board Of Veterinary Medical Examiners	120.00	0.00	120.00
Monthly Totals: 101- -55120-333-55010					120.00	0.00	120.00

Fund: 101 General

Account Number : 101- -55120-334-55010 Animal Shelter - Maintenance Agreements - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/13/2024	305080	305080	CD	Cintas Corporation	129.17	0.00	129.17
08/29/2024	305475	305475	CD	Cintas Corporation	129.17	0.00	258.34
Monthly Totals: 101- -55120-334-55010					258.34	0.00	258.34

Fund: 101 General

Account Number : 101- -55120-335-55010 Animal Shelter - Maintenance And Repair Services-Buildings - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/30/2024	304610	304610	CD	Morgan Bros Electric Inc	3,463.86	0.00	3,463.86
Monthly Totals: 101- -55120-335-55010					3,463.86	0.00	3,463.86

Fund: 101 General

Account Number : 101- -55120-336-55010 Animal Shelter - Maintenance And Repair Services-Equipment - Animal

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
09/12/2024	305778	305778	CD	AMDEC	1,359.40	0.00	1,359.40
Monthly Totals: 101- -55120-336-55010					1,359.40	0.00	1,359.40

Fund: 101 General

Account Number : 101- -55120-338 Animal Shelter - Maintenance And Repair Services-Vehicles

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/13/2024	305110	305110	CD	Maury Co Central Maintenance	1,844.00	0.00	1,844.00

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Fund: 101 General

Account Number : 101- -55120-338 Animal Shelter - Maintenance And Repair Services-Vehicles

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-338					1,844.00	0.00	1,844.00

Fund: 101 General

Account Number : 101- -55120-347-55010 Animal Shelter - Pest Control - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/25/2024	304543	304543	CD	RELIABLE TERMITE & PEST CONTROL	720.00	0.00	720.00
Monthly Totals: 101- -55120-347-55010					720.00	0.00	720.00

Fund: 101 General

Account Number : 101- -55120-348-55010 Animal Shelter - Postal Charges - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
09/18/2024	305950	305950	CD	FIRST HORIZON BANK	73.00	0.00	73.00
Monthly Totals: 101- -55120-348-55010					73.00	0.00	73.00

Fund: 101 General

Account Number : 101- -55120-349 Animal Shelter - Printing, Stationery And Forms

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
09/10/2024	305766	305766	CD	Woodward & Stinson Inc	75.00	0.00	75.00
Monthly Totals: 101- -55120-349					75.00	0.00	75.00

Fund: 101 General

Account Number : 101- -55120-349-55010 Animal Shelter - Printing, Stationery And Forms - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/29/2024	305531	305531	CD	Woodward & Stinson Inc	620.00	0.00	620.00
Monthly Totals: 101- -55120-349-55010					620.00	0.00	620.00
09/10/2024	305766	305766	CD	Woodward & Stinson Inc	300.00	0.00	300.00
Monthly Totals: 101- -55120-349-55010					300.00	0.00	300.00

Fund: 101 General

Account Number : 101- -55120-357-55010 Animal Shelter - Veterinary Services - Animal Shelter

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Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/13/2024	305122	305122	CD	STATE OF TENNESSEE	105.00	0.00	105.00
Monthly Totals: 101- -55120-357-55010					105.00	0.00	105.00
09/10/2024	305707	305707	CD	CASA TRANSPORT	1,075.00	0.00	1,075.00
Monthly Totals: 101- -55120-357-55010					1,075.00	0.00	1,075.00

Fund: 101 General

Account Number : 101- -55120-357-55012

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

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/01/2024	304841	304841	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	600.00
08/01/2024	304841	304841	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	1,200.00
08/01/2024	304841	304841	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	1,800.00
08/01/2024	304841	304841	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	2,400.00
08/15/2024	305192	305192	CD	STATE OF TENNESSEE	140.00	0.00	2,540.00
08/29/2024	305523	305523	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	3,140.00
08/29/2024	305523	305523	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	3,740.00
08/29/2024	305523	305523	CD	TENNSOUTH VETERINARY SERVICES	600.00	0.00	4,340.00
Monthly Totals: 101- -55120-357-55012					4,340.00	0.00	4,340.00

Fund: 101 General

Account Number : 101- -55120-359

Animal Shelter - Disposal Fees

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/27/2024	305372	305372	CD	Columbia Power & Water Sys	196.00	0.00	196.00
Monthly Totals: 101- -55120-359					196.00	0.00	196.00

Fund: 101 General

Account Number : 101- -55120-359-55010

Animal Shelter - Disposal Fees - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/25/2024	304523	304523	CD	Columbia Power & Water Sys	196.00	0.00	196.00
Monthly Totals: 101- -55120-359-55010					196.00	0.00	196.00
09/24/2024	306025	306025	CD	Columbia Power & Water Sys	196.00	0.00	196.00
Monthly Totals: 101- -55120-359-55010					196.00	0.00	196.00

Fund: 101 General

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Account Number : **101- -55120-399-55010**

Animal Shelter - Other Contracted Services - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/16/2024	305200	305200	CD	FIRST HORIZON BANK	37.15	0.00	37.15
08/16/2024	305200	305200	CD	FIRST HORIZON BANK	37.15	0.00	74.30
08/16/2024	305200	305200	CD	FIRST HORIZON BANK	37.15	0.00	111.45
Monthly Totals: 101- -55120-399-55010					111.45	0.00	111.45

Fund: **101** General

Account Number : **101- -55120-401**

Animal Shelter - Animal Food And Supplies

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/06/2024	304876	304876	CD	Amazon Capital Services Inc	194.49	0.00	194.49
Monthly Totals: 101- -55120-401					194.49	0.00	194.49

Fund: **101** General

Account Number : **101- -55120-401-55010**

Animal Shelter - Animal Food And Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/01/2024	304845	304845	CD	UNITED FARM AND HOME COOPERATIVE	330.00	0.00	330.00
Monthly Totals: 101- -55120-401-55010					330.00	0.00	330.00

Fund: **101** General

Account Number : **101- -55120-410-55010**

Animal Shelter - Custodial Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/18/2024	304373	304373	CD	Amazon Capital Services Inc	733.57	0.00	733.57
Monthly Totals: 101- -55120-410-55010					733.57	0.00	733.57
08/20/2024	305240	305240	CD	Amazon Capital Services Inc	262.92	0.00	262.92
Monthly Totals: 101- -55120-410-55010					262.92	0.00	262.92

Fund: **101** General

Account Number : **101- -55120-413-55010**

Animal Shelter - Drugs And Medical Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/11/2024	304214	304214	CD	IDEXX DISTRIBUTION INC	563.71	0.00	563.71
07/11/2024	304228	304228	CD	Midwest Veterinary Supply, Inc	16.80	0.00	580.51

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
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Fund: 101 General

Account Number : 101- -55120-413-55010

Animal Shelter - Drugs And Medical Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/11/2024	304228	304228	CD	Midwest Veterinary Supply, Inc	208.32	0.00	788.83
07/11/2024	304228	304228	CD	Midwest Veterinary Supply, Inc	464.15	0.00	1,252.98
07/11/2024	304250	304250	CD	Zoetis US, LLC	207.15	0.00	1,460.13
07/11/2024	304250	304250	CD	Zoetis US, LLC	2,953.75	0.00	4,413.88
07/18/2024	304409	304409	CD	Midwest Veterinary Supply, Inc	113.05	0.00	4,526.93
07/18/2024	304409	304409	CD	Midwest Veterinary Supply, Inc	955.88	0.00	5,482.81
07/18/2024	304409	304409	CD	Midwest Veterinary Supply, Inc	71.42	0.00	5,554.23
07/18/2024	304409	304409	CD	Midwest Veterinary Supply, Inc	44.92	0.00	5,599.15
07/18/2024	304430	304430	CD	Zoetis US, LLC	635.26	0.00	6,234.41
07/30/2024	304570	304570	CD	Airgas Usa, Llc	90.62	0.00	6,325.03
Monthly Totals: 101- -55120-413-55010					6,325.03	0.00	6,325.03
08/01/2024	304817	304817	CD	IDEXX DISTRIBUTION INC	323.20	0.00	323.20
08/01/2024	304827	304827	CD	Midwest Veterinary Supply, Inc	1,073.91	0.00	1,397.11
08/01/2024	304827	304827	CD	Midwest Veterinary Supply, Inc	73.20	0.00	1,470.31
08/01/2024	304848	304848	CD	Zoetis US, LLC	1,278.76	0.00	2,749.07
08/13/2024	305094	305094	CD	COVETRUS NORTH AMERICA	8.38	0.00	2,757.45
08/13/2024	305094	305094	CD	COVETRUS NORTH AMERICA	3,837.45	0.00	6,594.90
08/13/2024	305094	305094	CD	COVETRUS NORTH AMERICA	238.84	0.00	6,833.74
08/13/2024	305101	305101	CD	IDEXX DISTRIBUTION INC	626.22	0.00	7,459.96
08/13/2024	305115	305115	CD	Midwest Veterinary Supply, Inc	603.75	0.00	8,063.71
08/13/2024	305115	305115	CD	Midwest Veterinary Supply, Inc	312.48	0.00	8,376.19
08/13/2024	305115	305115	CD	Midwest Veterinary Supply, Inc	179.25	0.00	8,555.44
08/13/2024	305115	305115	CD	Midwest Veterinary Supply, Inc	32.05	0.00	8,587.49
08/13/2024	305115	305115	CD	Midwest Veterinary Supply, Inc	9.94	0.00	8,597.43
08/13/2024	305133	305133	CD	Wedgewood Village Pharmacy Inc	289.50	0.00	8,886.93
08/13/2024	305133	305133	CD	Wedgewood Village Pharmacy Inc	55.75	0.00	8,942.68
08/13/2024	305133	305133	CD	Wedgewood Village Pharmacy Inc	67.50	0.00	9,010.18
08/13/2024	305134	305134	CD	Zoetis US, LLC	1,079.55	0.00	10,089.73
08/15/2024	305139	305139	CD	Airgas Usa, Llc	174.28	0.00	10,264.01
08/20/2024	305318	305318	CD	Zoetis US, LLC	2,492.69	0.00	12,756.70
08/22/2024	305334	305334	CD	ELANCO US INC.	660.00	0.00	13,416.70
08/29/2024	305509	305509	CD	Midwest Veterinary Supply, Inc	324.76	0.00	13,741.46

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Fund: 101 General

Account Number : 101- -55120-413-55010

Animal Shelter - Drugs And Medical Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/29/2024	305509	305509	CD	Midwest Veterinary Supply, Inc	976.59	0.00	14,718.05
Monthly Totals: 101- -55120-413-55010					14,718.05	0.00	14,718.05
09/12/2024	305822	305822	CD	Midwest Veterinary Supply, Inc	1,476.38	0.00	1,476.38
09/12/2024	305847	305847	CD	Zoetis US, LLC	292.00	0.00	1,768.38
09/12/2024	305847	305847	CD	Zoetis US, LLC	1,847.00	0.00	3,615.38
09/24/2024	306030	306030	CD	COVETRUS NORTH AMERICA	270.20	0.00	3,885.58
09/24/2024	306044	306044	CD	Midwest Veterinary Supply, Inc	474.32	0.00	4,359.90
09/24/2024	306044	306044	CD	Midwest Veterinary Supply, Inc	35.83	0.00	4,395.73
09/24/2024	306044	306044	CD	Midwest Veterinary Supply, Inc	82.76	0.00	4,478.49
09/26/2024	306109	306109	CD	Wedgewood Village Pharmacy Inc	532.50	0.00	5,010.99
Monthly Totals: 101- -55120-413-55010					5,010.99	0.00	5,010.99

Fund: 101 General

Account Number : 101- -55120-415-55010

Animal Shelter - Electricity - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/25/2024	304523	304523	CD	Columbia Power & Water Sys	3,364.83	0.00	3,364.83
Monthly Totals: 101- -55120-415-55010					3,364.83	0.00	3,364.83
08/27/2024	305372	305372	CD	Columbia Power & Water Sys	3,438.28	0.00	3,438.28
Monthly Totals: 101- -55120-415-55010					3,438.28	0.00	3,438.28
09/24/2024	306025	306025	CD	Columbia Power & Water Sys	2,999.86	0.00	2,999.86
Monthly Totals: 101- -55120-415-55010					2,999.86	0.00	2,999.86

Fund: 101 General

Account Number : 101- -55120-425

Animal Shelter - Gasoline

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/13/2024	305110	305110	CD	Maury Co Central Maintenance	1,283.00	0.00	1,283.00
Monthly Totals: 101- -55120-425					1,283.00	0.00	1,283.00
09/26/2024	306087	306087	CD	Maury Co Central Maintenance	543.00	0.00	543.00
Monthly Totals: 101- -55120-425					543.00	0.00	543.00

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Fund: 101 General

Account Number : 101- -55120-425-55010 Animal Shelter - Gasoline - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/13/2024	305110	305110	CD	Maury Co Central Maintenance	16.00	0.00	16.00
Monthly Totals: 101- -55120-425-55010					16.00	0.00	16.00
09/26/2024	306087	306087	CD	Maury Co Central Maintenance	14.00	0.00	14.00
Monthly Totals: 101- -55120-425-55010					14.00	0.00	14.00

Fund: 101 General

Account Number : 101- -55120-435-55010 Animal Shelter - Office Supplies - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/13/2024	305064	305064	CD	Amazon Capital Services Inc	359.11	0.00	359.11
Monthly Totals: 101- -55120-435-55010					359.11	0.00	359.11

Fund: 101 General

Account Number : 101- -55120-451 Animal Shelter - Uniforms

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
08/06/2024	304876	304876	CD	Amazon Capital Services Inc	56.95	0.00	56.95
08/06/2024	304917	304917	CD	Impressions	155.98	0.00	212.93
Monthly Totals: 101- -55120-451					212.93	0.00	212.93
09/24/2024	306037	306037	CD	Impressions	1,127.60	0.00	1,127.60
Monthly Totals: 101- -55120-451					1,127.60	0.00	1,127.60

Fund: 101 General

Account Number : 101- -55120-454-55010 Animal Shelter - Water And Sewer - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/25/2024	304523	304523	CD	Columbia Power & Water Sys	1,194.14	0.00	1,194.14
Monthly Totals: 101- -55120-454-55010					1,194.14	0.00	1,194.14
08/27/2024	305372	305372	CD	Columbia Power & Water Sys	1,250.72	0.00	1,250.72
Monthly Totals: 101- -55120-454-55010					1,250.72	0.00	1,250.72
09/24/2024	306025	306025	CD	Columbia Power & Water Sys	1,252.61	0.00	1,252.61

Template Name:
Created By: LGC

Maury County Finance Department
Account Analysis
July 2024 - September 2024

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Fund: 101 General

Account Number : 101- -55120-454-55010 Animal Shelter - Water And Sewer - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
Monthly Totals: 101- -55120-454-55010					1,252.61	0.00	1,252.61

Fund: 101 General

Account Number : 101- -55120-499-55010 Animal Shelter - Other Supplies And Materials - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/11/2024	304247	304247	CD	UNITED FARM AND HOME COOPERATIVE	330.00	0.00	330.00
Monthly Totals: 101- -55120-499-55010					330.00	0.00	330.00
08/01/2024	304822	304822	CD	Lowe's Companies Inc. ANM	299.00	0.00	299.00
08/20/2024	305315	305315	CD	UNITED FARM AND HOME COOPERATIVE	380.00	0.00	679.00
Monthly Totals: 101- -55120-499-55010					679.00	0.00	679.00
09/12/2024	305776	305776	CD	Amazon Capital Services Inc	585.56	0.00	585.56
09/24/2024	306054	306054	CD	UNITED FARM AND HOME COOPERATIVE	380.00	0.00	965.56
Monthly Totals: 101- -55120-499-55010					965.56	0.00	965.56

Fund: 101 General

Account Number : 101- -55120-502-55010 Animal Shelter - Building And Contents Insurance - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/02/2024	304023	304023	CD	Local Govt Insurance Pool	7,285.00	0.00	7,285.00
Monthly Totals: 101- -55120-502-55010					7,285.00	0.00	7,285.00

Fund: 101 General

Account Number : 101- -55120-790-55010 Animal Shelter - Other Equipment - Animal Shelter

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/30/2024	304571	304571	CD	Amazon Capital Services Inc	290.01	0.00	290.01
Monthly Totals: 101- -55120-790-55010					290.01	0.00	290.01
08/13/2024	305064	305064	CD	Amazon Capital Services Inc	343.84	0.00	343.84
08/13/2024	305064	305064	CD	Amazon Capital Services Inc	11.98	0.00	355.82
Monthly Totals: 101- -55120-790-55010					355.82	0.00	355.82

Fund Totals:	101	226,860.01	304.00
		- 304.00	
		226,520.01	

Fund: 101 General

Account Number : 101- -44150 Sale Of Animals/Livestock

Date	Trans #	Reference #	Type	Transaction Description	Debits	Credits	Balance
07/19/2024	14580		CR	Animal Shelter - Donations	0.00	793.50	(793.50)
Monthly Totals: 101- -44150					0.00	793.50	(793.50)
08/07/2024	14705		CR	Animal Shelter - Fees	0.00	663.00	(663.00)
08/28/2024	14874		CR	Animal Services - Money from Local Vets	0.00	270.00	(933.00)
Monthly Totals: 101- -44150					0.00	933.00	(933.00)
09/26/2024	15084		CR	Animal Shelter - Fees	0.00	738.00	(738.00)
Monthly Totals: 101- -44150					0.00	738.00	(738.00)
Fund Totals:			101		0.00	2,464.50	

Animal Shelter

PREPARED BY:

DATE:

PROJECT TITLE:

2024

PROJECT PLANNING NOTES:

7-8-24

Robin + Johnnie 1 Hr. each
repair water leak in stray room

7-30-24

Robin + Johnnie 30 min. each
check on water leak

8-7-24

Robin, Johnnie, Doug + Ronnie 4 Hr. e
running power to Sick dog building,
(around \$700?)

Animal Shelter

2024

8-8-24

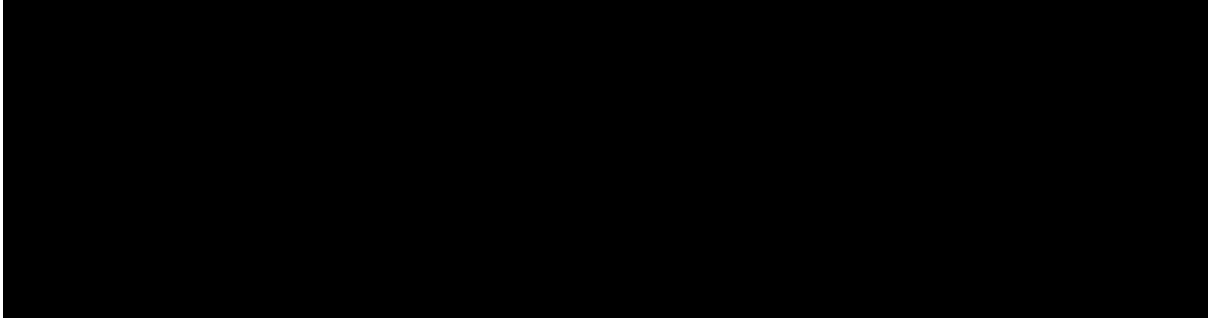
Morgan Brothers repaired copper
lin water line + shut off valve

9-6-24

Doug 1 Hr replaced 3 exit lights

9-30-24

Robin + Johnnie 3 Hr. each
replaced toilet seats in public restrooms,
(about \$50?)
replaced several light bulbs
repaired door hinges in straw kennel





CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR THE SIGN AN AMENDMENT TO THE CONTRACT WITH TENNESSEE PROPERTY MANAGEMENT LLC IN THE AMOUNT OF \$18,000.00

RECOMMENDATION: Approve

INFORMATION: The City recently completed Presidenital Park on West 7th Street and added 10 planters and 8 additional bed to the downtown square. After speaking with our current landscape contractor, Tennessee Property Management LLC, they have agreed to add the maintenace of these new areas to our current service contract with them for an additional \$18,000 annually or \$1,500 monthly.

CERTIFICATION:

ATTACHMENTS:

AMENDMENT

This amendment is made to the agreement dated November 9, 2023 previously executed by and between *Tennessee Property Management LLC*, hereinafter called "Company" and CITY OF COLUMBIA TENNESSEE, hereinafter called "City".

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Section 4 – Payments and Compensation

The Company shall be compensated for services rendered on a monthly basis in an amount as further described in the Company's bid response dated 10/13/2023. The Company shall be responsible to invoice the City on a monthly basis.

Is amended to include an additional monthly payment for the remaining term of the agreement of \$1,500.00 (\$18,000.00 annually) to cover maintenance and service to 10 new planters and 8 bed additions on the downtown square and well as maintenance and service for Presidential Park on West 7th Street.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

City of Columbia

TN Property Management LLC

By _____
Charles (Chaz) Molder, Mayor

By: _____
Donald Simmons, Owner

Date: _____

Date: _____

Attested: _____
City Recorder

Approved as to Legal Form

C. F. Tucker

ESTIMATE

Tennessee Property Management
PO Box 301 68 Lighthouse Drive
Summertown, TN 38483

tennesseepropertymanagement@yahoo.com
+1 (931) 292-3083

Bill to
City Of Columbia
700 North Garden St
Columbia
TN
38401

Estimate details
Estimate no.: 2063
Estimate date: 10/23/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Landscaping	Down town additions	1	\$18,000.00	\$18,000.00
			President beds			
			Trimming shrubs x 2			
			Weeding beds as needed			
			Mulching beds x 1			
			Fountain maintenance start up and winterization			
			Curb addition			
			Mulching beds x 1			
			Trimming shrubs x 2			
			Weeding beds as needed			
			Planters			
			10 planters flower rotations spring and fall			
			Watering			
			18 gallon planters every 2 weeks 36 gallons			
			30 gallon planters every 2 weeks 120 gallons			
			40 gallon planters every 2 weeks 160 gallons			
			Watering as needed during growing season			

Total\$18,000.00

Note to customer
Thank you for your business.

Accepted dateAccepted by



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lindsay W. Barrier, Engineering Associate, lbarrier@columbiatn.gov, 931.560.1527

AGENDA ITEM TITLE: APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO EXECUTE CONTRACT WITH BLUEBIRD ROOFING FOR ROOF REPLACEMENT AT CITY HALL IN THE AMOUNT OF \$200,000

RECOMMENDATION: Approve contract with Bluebird Roofing.

INFORMATION: In response to requests for bids regarding the City Hall Roof Replacement located at 700 N. Garden St. in the City of Columbia. six responsive bids were received on October 3, 2024. Hurst-Rosche, Inc. (HR # 350-1234), the architectural and engineering firm on this project, recommends bid award to Bluebird Roofing in the amount of \$200,000.

ATTACHMENTS: City Hall Roof Replacement – Staff Report; Project Manual City Hall Roof Replacement



HURST-ROSCHÉ, INC.

PROJECT MANUAL FOR

CITY HALL ROOF REPLACEMENT
CITY OF COLUMBIA
700 NORTH GARDEN STREET
COLUMBIA, MAURY COUNTY, TENNESSEE
HR# 350-1234

Prepared for

City of Columbia
Columbia, Tennessee



Signed: August 30, 2024

August 30, 2024

Expires: April 30, 2026

Bid Package No. _____

HURST – ROSCHÉ INC.

1101 Kermit Drive, Suite 620

Nashville, TN 37217

615-454-6615

DOCUMENT 00 01 10.1 – SUPPLIMENTAL TABLE OF CONTENTS – POST BID

CITY HALL ROOF REPLACEMENT
COLUMBIA CITY HALL
700 NORTH GARDEN STREET
COLUMBIA, MAURY COUNTY, TENNESSEE

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00 01 10	Exhibit 2: Project Manual Table of Contents000110-1-2
004300.1	Exhibit 3: Amendment to Procurement Form Supplement.....004300.1-1-1
00 52 14	Agreement Form – Stipulated Sum.....00 52 14-1-3
00 55 00	Notice of Award.....00 55 00-1-1
00 86 00	Exhibit 1: List of Drawings.....008600-1-1
00 61 13.13	Performance Bond006113.13-1-4
00 61 13.16	Payment Bond.....006113.16-1-5
00 91 13.1	Addendum #1.....009113.1-1-2
00 91 13.2	Addendum #2.....009113.2-1-20
00 91 13.3	Addendum #3.....009113.3-1-2
00 91 13.4	Addendum #4.....009113.4-1-1
00 91 20	Certificate of Owner’s Attorney009120-1-1

EXHIBIT 2: PROJECT MANUAL TABLE OF CONTENTS
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CITY HALL ROOF REPLACEMENT
COLUMBIA CITY HALL
700 NORTH GARDEN STREET
COLUMBIA, MAURY COUNTY, TENNESSEE

Section Title

PROCUREMENT AND CONTRACTION REQUIREMENTS GROUP
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

INTRODUCTORY INFORMATION

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PROCUREMENT REQUIREMENTS

00 11 16	Invitation to Bid	001116-1-9
00 21 14	Instructions to Bidders – AIA	002114-1-8
00 21 14.1	Request for Interpretation Pre-Bid Question and Comment Form	002114.1-1-1
00 41 13	Bid Form - Stipulated Sum	004113-1-4
00 43 00	Procurement Form Supplements.....	004300-1-4

CONTRACTING REQUIREMENTS

00 52 14	Agreement Form - AIA – Stipulated Sum	005214-1-4
00 64 00	Contractor's Affidavit for Final Completion	006400-1-1
00 64 50	Waiver of Lien	006450-1-1
00 65 00	Affidavit of Payment to Material Suppliers and Subcontractors	006500-1-1
00 65 50	Consent of Surety Company to Final Payment.....	006550-1-1
00 72 14	General Conditions - AIA Stipulated Sum	007214-1-1
00 73 13	Supplementary Conditions – AIA.....	007313-1-6
00 86 00	Drawings, Schedules, and Details.....	008600-1-1

SPECIFICATIONS GROUP

GENERAL REQUIREMENTS SUBGROUP

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	Summary	011000-1-4
01 20 00	Price and Payment Procedures	012000-1-5
01 30 00	Administrative Requirements	013000-1-5
01 33 00	Submittal Procedures	013300-1-6
01 40 00	Quality Requirements	014000-1-2
01 50 00	Temporary Facilities and Controls.....	015000-1-4
01 60 00	Product Requirements.....	016000-1-3

City Hall Roof Replacement
HR # 350-1234

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01 70 00	Execution and Closeout Requirements	017000-1-8
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FACILITY CONSTRUCTION SUBGROUP

DIVISION 02 – EXISTING CONDITIONS

02 41 19	Selective Demolition	024119-1-5
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DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

06 10 53	Rough Carpentry	061053-1-6
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DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 21 00	Thermal Insulation	072100-1-3
07 54 23	Thermoplastic Polyolefin (TPO) Roofing	075423-1-17
07 71 00	Roof Specialties	077100-1-8
07 92 00	Joint Sealants	079200-1-11

DIVISION 22 - PLUMBING

22 14 26.13	Roof Drains	221426.13-1-5
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END OF SECTION

SPECIFIERS:

Architectural: Ralph W. Eide II, AIA

Signed: 8-30-2024
Expiration: 04-30-2026



EXHIBIT 3: AMENDMENT TO PROCUREMENT FORM SUPPLEMENT

1. Section 004300, page 4 Appendix B – List of Unit Prices.
 - a. Unit price listed shall apply to new rigid insulation provided by Contractor for work at area depicted by Keynote #300 on drawing sheet A-101 only. All rigid insulation at other roof areas shall be included at no additional cost to the Owner.
 - b. Change reference to Christian County Sheriff's Department to City of Columbia, Tennessee.
2. Unit price as described on Bid Form – Stipulated Sum, Section 004113 page 2, Metal Deck remains in force.
3. Section 004300, Page 3, Change reference to County of Christian to City of Columbia, Tennessee.

DOCUMENT 00 52 14 - AGREEMENT FORM - AIA - STIPULATED SUM

1.1 SUMMARY

- A. Document Includes:
 - 1. Contract Agreement.
- B. Related Documents:
 - 1. Document 007214 - General Conditions - AIA Stipulated Sum.
 - 2. Document 007313 - Supplementary Conditions - AIA.

1.2 CONTRACT AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. THIS AGREEMENT, made and entered into as of the 8th day of October in the year of Two Thousand and Twenty-Four by and between Bluebird Roofing, hereinafter and in the Contract Documents called "Contractor" and the CITY OF COLUMBIA, hereinafter and in the Contract Documents called "Owner."
- B. WITNESSETH: That for and in consideration of the mutual covenants and agreements, hereinafter stated, Contractor and Owner covenant and agree as follows:
- C. THE CONTRACT WORK:
 - 1. Contractor covenants and agrees to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to perform all Work required by the Contract Documents, for the Project entitled:
 - a. **CITY HALL ROOF REPLACEMENT**
CITY HALL
700 NORTH GARDEN STREET
COLUMBIA, MAURY COUNTY, TENNESSEE
HR# 350-1234
 - 2. As shown on Drawings referenced on EXHIBIT 1: LIST OF DRAWINGS, and as described in the Project Manual as referenced on EXHIBIT 2: PROJECT MANUAL TABLE OF CONTENTS, including EXHIBIT 3: AMENDMENT TO PROCUREMENT FORM SUPPLEMENT, prepared by Hurst-Rosche, Inc., 1101 Kermit Drive, Suite 620, Nashville Tennessee, acting as, and in these Contract Documents referred to as Architect/Engineer. Contractor covenants and agrees to do and perform all acts and things required of Contractor by this Contract and the Contract Documents.
- D. TIME OF COMPLETION:
 - 1. The project must be complete and ready to operate by the Due Date, (45) days after issuance of Notice to Proceed. A penalty of \$100.00 shall be deducted from the final payment for EACH CALENDAR DAY the system is not able to operate after the Due Date given above. Further, the final payment shall be withheld until the Architect agrees that all provisions of these specifications have been

City Hall Roof Replacement
HR # 350-1234

Agreement Form - AIA
005214 - 1

satisfactorily accomplished.

E. CONTRACT SUM AND TERMS OF PAYMENT:

1. Contract Sum: The Owner, if Contractor shall faithfully fulfill and perform this Contract, covenants and agrees to pay Contractor in current funds, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of Two Hundred Thousand Dollars, (\$200,000), which sum shall constitute the Contract Sum, said Contract Sum being derived from Contractor's Bid dated October 3, 2024. It is understood and agreed that should there be any increase in wage rates, or in cost of materials or equipment, or in any other of Contractor's costs or should Contractor be compelled to pay premium wages, or for overtime work, during the life of this Contract and/or prior to completion of Contractor's work thereunder, Contractor shall absorb all such increased costs, without addition to the Contract Sum except when otherwise expressly provided in Contract Documents. Unit Price #1, Metal Deck, Per SF, +/- Base 100 SF is \$15.00.
2. Payments: Owner shall make payments for work performed under the Contract as provided in Article Nine of the General Conditions and in accordance with other applicable articles of the Supplementary Conditions and Contract Documents.
3. Contractor's Fees for Changes in Work: In accordance with Contractor's bid, it is agreed that the following percentages for overhead and profit shall be applied on work added to or omitted from the Contract by written Change Order approved by Architect and Owner in advance of performance of the work.

Additional Work performed by:

- | | |
|----------------------------|-------------------------------|
| 1. Own Forces <u>12%</u> % | 2. Subcontractors <u>8%</u> % |
|----------------------------|-------------------------------|

Omitted Work originally required by:

- | | |
|----------------------------|-------------------------------|
| 1. Own Forces <u>12%</u> % | 2. Subcontractors <u>8%</u> % |
|----------------------------|-------------------------------|

Note: Taxes (when applicable) are considered as incidentals, as well as bonds and insurance costs and are not included in the percentages listed above nor should they be added to change orders submitted.

F. CONTRACT DOCUMENTS:

1. Contract Documents include the Contract Agreement, Contractor's Bid as accepted by Owner, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and all Addenda issued prior to, and all Modifications issued after execution of the Contract Agreement.
2. Bidder's attention is directed to the fact that all Federal and Tennessee State Laws, municipal ordinances and regulations of any and all authority having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

G. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

1. Upon acceptance of the Contractors bid the Contractor shall be required to procure and pay for a Performance Bond, and Labor and Material Payment Bond in an amount equal to 100 percent of the bid amount. Bonds shall comply with all laws of the State of Tennessee governing public contracts let by government units.
2. The City of Columbia shall receive the Performance Bond, and Labor and Material Payment Bond, both required herein, prior to work commencement.

H. IN WITNESS HEREOF, the parties hereto have executed this agreement as of the day and year first written above.



Attest:

BY _____
Secretary

(Corporate Seal)

OWNER:

CITY OF COLUMBIA

BY _____

TITLE _____

CONTRACTOR:

Bluebird Roofing

BY Carmie Young

TITLE Owner

END OF DOCUMENT

City Hall Roof Replacement
HR # 350-1234

Agreement Form - AIA
005214 - 3

Approved as to Legal Form:
C. Tim Tisher
C. Tim Tisher, City Attorney

NOTICE OF AWARD

TO: **Bluebird Roofing**
(BIDDER)

DATE: 10/4/2024

ADDRESS: 2176 N MT JULIET RD
MOUNT JULIET TN 37122

PROJECT: CITY HALL ROOF REPLACEMENT CITY OF COLUMBIA
700 NORTH GARDEN STREET, TN 38401
HR# 350-1234

CONTRACT: CITY HALL ROOF REPLACEMENT HR# 350-1234

You are notified that your BID dated 10/3/2024 for the above Contract has been considered. You are the apparent Successful Bidder and contingent on City Council approval will be awarded a contract for the proposal for the CITY HALL ROOF REPLACEMENT.

The Contract Price of your contract is: _____ Two Hundred Thousand Dollars (\$200,000)

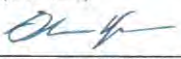
You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice.

1. You must deliver to the **OWNER** a fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the Agreement

Failure to comply with these conditions within the time specified will entitle **OWNER** to consider your BID in default, and to annul this Notice of Award.

OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached upon certification of funds by City Council.

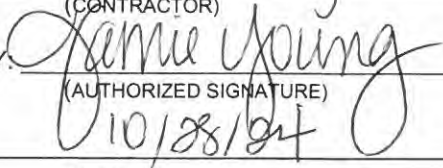
CITY OF COLUMBIA, TN
(OWNER)

BY:  Digitally signed by Glenn
Harper 10/4/2024
(AUTHORIZED SIGNATURE) (DATE)

CITY ENGINEER
(TITLE)

ACCEPTANCE OF AWARD

Bluebird Roofing
(CONTRACTOR)

BY: 
(AUTHORIZED SIGNATURE)
10/28/24
(DATE)




10/28/24

EXHIBIT 1: LIST OF DRAWINGS
DOCUMENT - 00 86 00 – DRAWINGS, SCHEDULES, & DETAILS

<u>DRAWING NO.</u>	<u>TITLE</u>
G-101	COVER SHEET
G-102	GENERAL NOTES
G-103	SITE PLAN AND STAGING
A-101	ROOF PLAN
A-601	ROOF DETAILS
A-602	ROOF DETAILS CONT.

All Drawings dated 08-30-2024.

END OF SECTION

AIA® Document A312™ – 2010
Performance Bond**CONTRACTOR:**

(Name, legal status and address)

Bluebird Construction, LLC dba Bluebird Roofing
2176 N. Mount Juliet Rd., Ste 203
Mt. Juliet, TN 37122-8013

OWNER:

(Name, legal status and address)

City of Columbia
700 North Garden Street
Columbia, TN 38401

CONSTRUCTION CONTRACT

Date: October 8, 2024

Amount. Two Hundred Thousand Dollars and 00/100
(\$200,000.00)

Description:

(Name and location)

City Hall Roof Replacement - HR# 350-1234
City of Columbia, Tennessee

BOND

Date: October 8, 2024

(Not earlier than Construction Contract Date)

Amount. Two Hundred Thousand Dollars and 00/100
(\$200,000.00)

Modifications to this Bond: ☒ None ☐ See Section 16**CONTRACTOR AS PRINCIPAL**

Company

(Corporate Seal)

Bluebird Construction, LLC dba Bluebird Roofing

Signature:

Name

and Title:

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

SURETY

Company:

(Corporate Seal)

National American Insurance Company

Signature:

Name

and Title:

Tammy Masterson
Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AssuredPartners

435 N. Whittington Pkwy., Suite 300

Louisville, KY 40222

(502) 259-9321

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: Attorney-in-Fact _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A312™ – 2010. The American Institute of Architects.

AIA® Document A312™ – 2010
Payment Bond**CONTRACTOR:***(Name, legal status and address)*

Bluebird Construction, LLC dba Bluebird Roofing
2176 N. Mount Juliet Rd., Ste 203
Mt. Juliet, TN 37122-8013

OWNER:*(Name, legal status and address)*

City of Columbia
700 North Garden Street
Columbia, TN 38401

CONSTRUCTION CONTRACT

Date: October 8, 2024

Amount. Two Hundred Thousand Dollars and 00/100
(\$200,000.00)

Description.*(Name and location)*

City Hall Roof Replacement - HR# 350-1234
City of Columbia, Tennessee

BOND

Date: October 8, 2024

(Not earlier than Construction Contract Date)

Amount. Two Hundred Thousand Dollars and 00/100
(\$200,000.00)

Modifications to this Bond: ☒ None ☐ See Section 18**CONTRACTOR AS PRINCIPAL**

Company

(Corporate Seal)

Bluebird Construction, LLC dba Bluebird Roofing

SURETY

Company:

(Corporate Seal)

National American Insurance Company

Signature:

Name

and Title:

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

Signature:

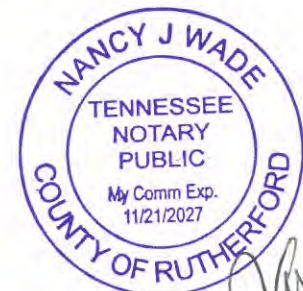
Name

and Title:

Tammy Masterson
Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****AssuredPartners**

435 N. Whittington Pkwy., Suite 300
Louisville, KY 40222
(502) 259-9321

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

Handwritten signature and date:
10/28/24

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

1. the name of the Claimant;
2. the name of the person for whom the labor was done, or materials or equipment furnished;
3. a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
4. a brief description of the labor, materials or equipment furnished;
5. the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
7. the total amount of previous payments received by the Claimant; and
8. the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____

(Corporate Seal)

SURETY

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: Attorney-in-Fact _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A312™ – 2010. The American Institute of Architects.

**NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY**

Number: CBB0047554

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Nancy Nemec, Tammy Masterson, Liz Ohl, Mark Nelson

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Crystal Dawn

Notary Public
My Commission Expires August 27, 2025
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 8th day of October, 2024



R. Patrick Gilmore

R. Patrick Gilmore, Secretary



HURST-ROSCH, INC.

PROJECT:
CITY HALL ROOF REPLACEMENT
CITY OF COLUMBIA
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
Solicitation #437-0924-05
HR Project No. 350-1234

ADDENDUM #1 (Date: 09/20/2024)

CONTENTS

Clarifications and questions from pre-bid meeting:

- Question 1 – Can the staging areas shown on sheet G-103 be expanded?
 - Answer: The staging areas shown on sheet G-103 can be expanded per coordination between the Contractor and the City. Any traffic lane closures on Garden Street require TDOT approval; the City of Columbia can assist the Contractor with the request if needed.
- Question 2 – Do the equipment rails supporting HVAC equipment need to be replaced on roof area 2?
 - Answer: The equipment rails do not need to be replaced as long as there is a minimum of 8" above finish membrane of new roofing system to the top of the rails.
- Question 3 – What are the working hours?
 - M-F 7:30AM – 4:00PM unless other arrangements are made with the City in advance.

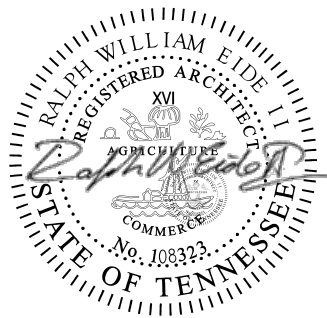
Changes to the Project Drawings:

1. Sheet A-601, Detail 3 – Roof Edge Detail, maximum height at roof edge above finish membrane is 1-1/2".
2. Sheet A-601, Detail 11 – Overflow Detail, maximum height of interior of PVC pipe at new core through wall above finish membrane is 1 1-2".

Changes to the Project Manual: None.

Attached Documents:

- A-601 – Roof Details



09/20/2024
DATE

04/30/2026
LICENSE EXPIRES

END OF ADDENDUM #1

HURST-ROSCH, INC.
1101 Kermit Dr. Suite 620
Nashville, TN
615-454-6615



SIGNATURE

08.30.2024

DATE

04.30.2026

LICENSE EXPIRES

CITY HALL ROOF REPLACMENT
CITY OF COLUMBIA
700 NORTH GARDEN STREET
COLUMBIA, TENNESSEE 38401

ISSUED FOR BID

MARK	DATE	DESCRIPTION
1	9/20/2024	ADDENDUM #1

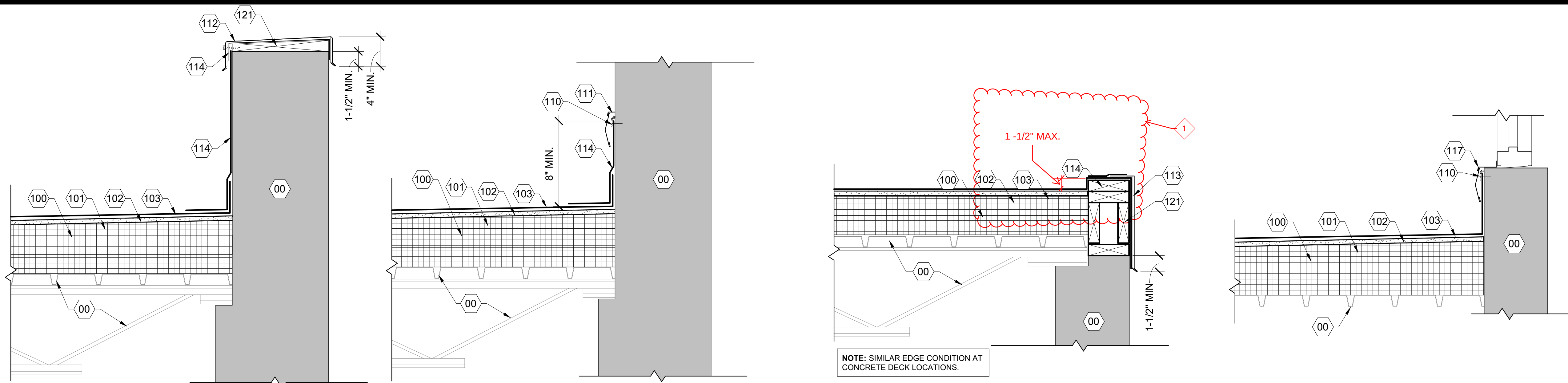
DATE: 08.30.2024

PROJECT NO: 350-1234

DESIGN:	DRAWN:	CHECK:
CIM/JG		RE

ROOF DETAILS

A-601



1 PARAPET DETAIL

A-601

SCALE: 1 1/2" = 1'-0"

2 TERMINATION DETAIL

A-601

SCALE: 1 1/2" = 1'-0"

3 ROOF EDGE DETAIL

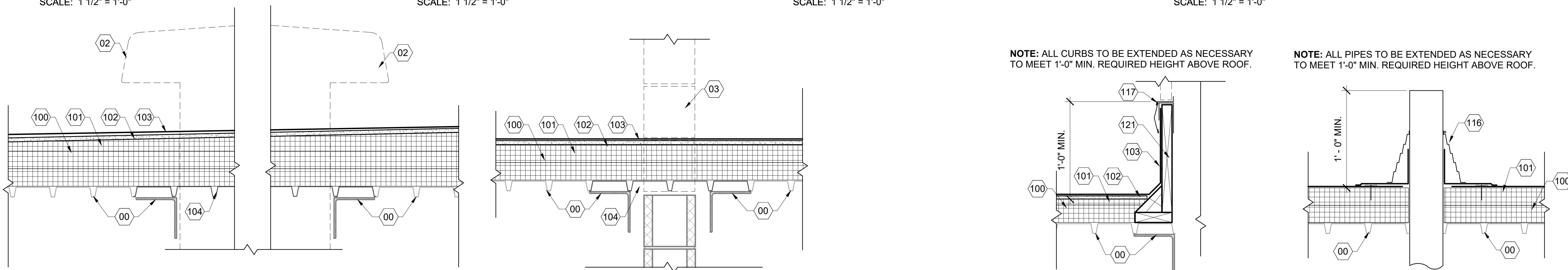
A-601

SCALE: 1 1/2" = 1'-0"

4 DOOR SILL DETAIL

A-601

SCALE: 1 1/2" = 1'-0"



5 PENTHOUSE ROOF DECK INFILL DETAIL

A-601

SCALE: 1 1/2" = 1'-0"

6 WALL DEMO/ ROOF INFILL DETAIL

A-601

SCALE: 1 1/2" = 1'-0"

7 WOOD CURB DETAIL

A-601

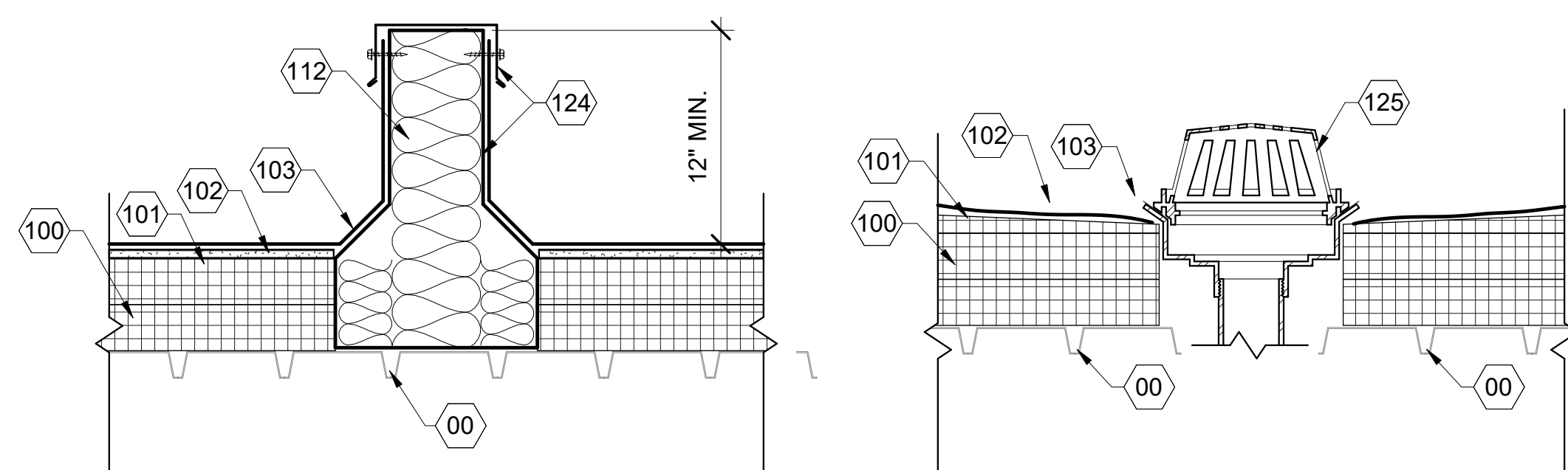
SCALE: 1 1/2" = 1'-0"

8 PIPE PENETRATION DETAIL

A-601

SCALE: 1 1/2" = 1'-0"

NOTE: ALL WOOD SLEEPERS TO BE REPLACED WITH
PREMANUFACTURED RAIL-TYPE EQUIPMENT SUPPORTS.
MEET 1'-0" MIN. REQUIRED HEIGHT ABOVE ROOF.



9 HVAC SUPPORT RAIL DETAIL

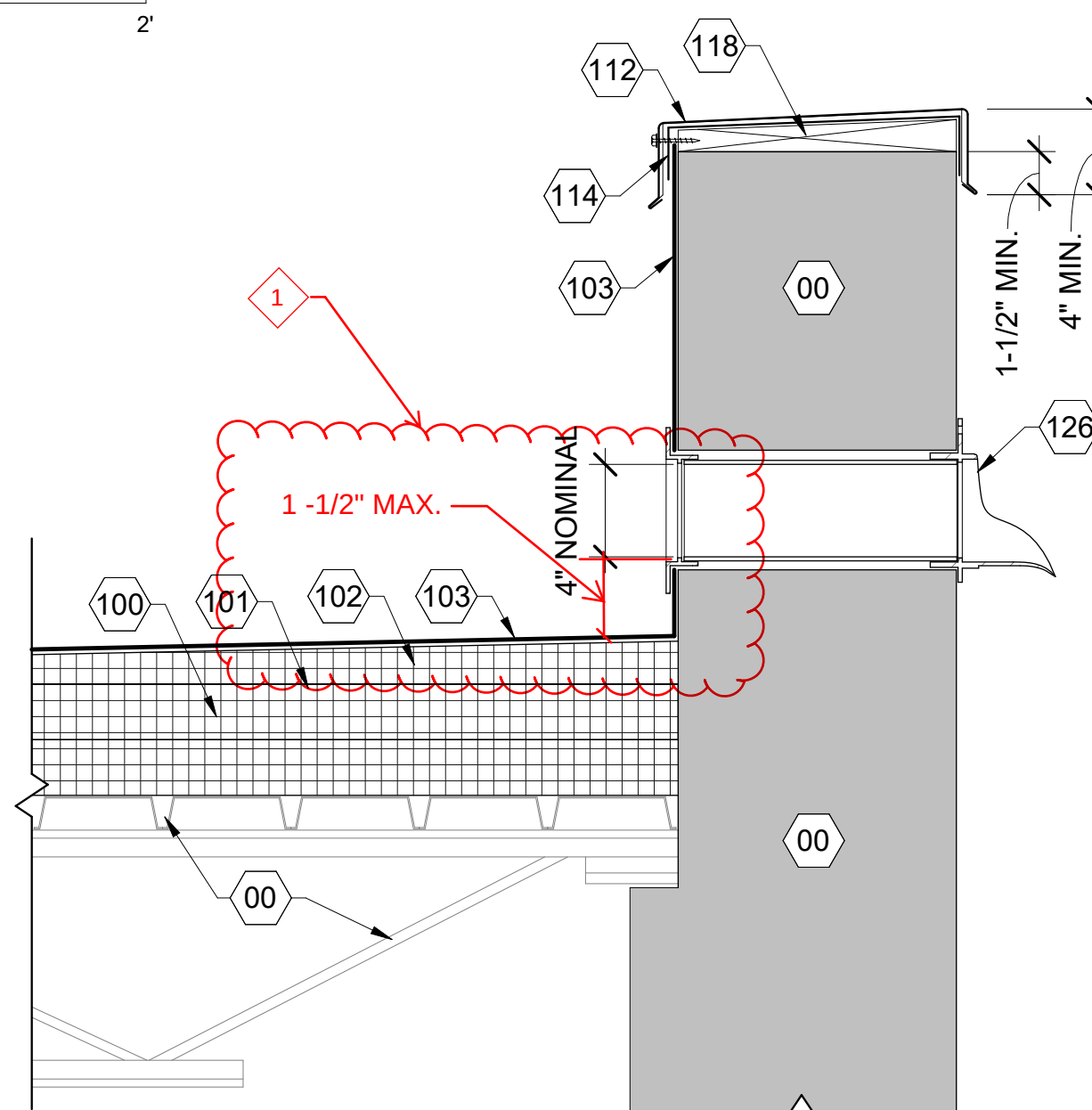
A-601

SCALE: 1 1/2" = 1'-0"

10 ROOF DRAIN DETAIL

A-601

SCALE: 1 1/2" = 1'-0"



11 OVERFLOW DETAIL

A-601

SCALE: 1 1/2" = 1'-0"

KEYNOTE LEGEND

MARK	KEYNOTE
00	EXISTING CONSTRUCTION TO REMAIN.
02	REMOVE AND DISPOSE OF EXISTING EQUIPMENT, CURB, AND DUCTWORK.
03	DEMO PORTION OF EXISTING WALL TO BELOW ROOF DECK 4'-0" WIDE ALIGNED WITH CENTER OF ROOF DRAIN. PATCH ROOF DECK, SEE DETAIL 5/A601.
100	PROVIDE NEW POLYISOCYANURATE INSULATION BOARD. TWO LAYERS OF 2.6", HORIZONTALLY AND VERTICALLY STAGGERED JOINTS.
101	PROVIDE NEW POLYISOCYANURATE INSULATION BOARD. 1/8":12" SLOPE AT FIELDS, 1/4":12" SLOPE AT CRICKETS. 1/2" MIN. THICKNESS.
102	PROVIDE NEW 5/8" GLASS MAT FACED GYPSUM COVER BOARD. -SEE SPECS.
103	PROVIDE NEW 60 MIL TPO MEMBRANE. -SEE SPECS.
104	PROVIDE NEW METAL DECK TO INFILL OPENING. MATCH EXISTING ADJACENT PROFILE AND GAUGE.
110	PROVIDE NEW TERMINATION BAR AND CONTINUOUS SEALNT AT TOP, JOINTS, AND AT EACH FASTENER.
111	PROVIDE NEW REGLET-CUT TWO-PIECE STAINLESS STEEL COUNTERFLASHING.
112	PROVIDE NEW COLOR-COATED METAL PARAPET COPING CAP FLASHING.
113	PROVIDE NEW COLOR-COATED DRIPEDGE METAL FLASHING.
114	PROVIDE NEW WELDABLE MEMBRANE FLASHING STRIP.
116	PROVIDE NEW PRE-FORMED BOOT FLASHING WITH STAINLESS STEEL CLAMPING RING. PROVIDE CONTINUOUS SEALANT AT TOP OF BOOT.
117	PROVIDE NEW SURFACE MOUNTED TURNED-LEG TWO-PIECE STAINLESS STEEL COUNTERFLASHING.
118	PROVIDE TAPERED WOOD BLOCKING.
121	PROVIDE NEW WOOD BLOCKING AS REQUIRED.
124	PROVIDE NEW PRE-MANUFACTURED RAISED & CANTED RAIL-TYPE HVAC EQUIPMENT SUPPORT. 12" MIN. HEIGHT ABOVE ROOF SYSTEM.
125	PROVIDE NEW ROOF DRAIN AND STRAINER, EXTEND PIPING AS REQUIRED. DO NOT UTILIZE LINERS, ADAPTERS, OR ANY APPLIANCE THAT WILL RESULT IN REDUCED FLOW CAPACITY. SEE SPECS.
126	PROVIDE NEW OVERFLOW DRAIN. CORE DRILL/DEMO WALL AS REQUIRED, AND PROVIDE NEW THRU-WALL 4" SCHEDULE 40 PVC PIPE SLEEVE WITH SOLID BRONZE LAMB'S TONGUE. SEE SPECS.



HURST-ROSCHE, INC.

PROJECT:
CITY HALL ROOF REPLACEMENT
CITY OF COLUMBIA
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
Solicitation #437-0924-05
HR Project No. 350-1234

ADDENDUM #2 (Date: 09/23/2024)

CONTENTS

Clarifications: Supplemental information provided in this addendum becomes part of the Bid Documents and includes the Pre-Bid Meeting Agenda, the Pre-Bid Meeting Attendance Record, a roof inspection report describing current conditions as discovered through invasive coring of the roof at various locations, and a fastener pull test letter describing the results of a fastener pull test performed at various roof locations.

Changes to the Project Drawings: None.

Changes to the Project Manual: None.

Attached Documents: (4) Four

- Pre-Bid Conference Meeting Agenda (2 pages), Pre-Bid Attendance Record (1 page), TREMCO CPG Roof Inspection Report (15 pages), TREMCO EPDM Roof Areas – Fastener Pull Test Results Letter (1 page).

Total number of pages Addendum #2 – 20 pages.



09/23/2024

DATE

04/30/2026

LICENSE EXPIRES

END OF ADDENDUM #2

HURST-ROSCHE INC.
1101 Kermit Dr. Suite 620
Nashville, TN
615-454-6615



Hurst-Rosche, Inc.

MEETING AGENDA

Project: City Hall Roof Replacement
Location: 700 North Garden Street
Columbia, Tennessee
Owner Project No: 437-0924-05
H-R Project No: 350-1234

Meeting Description: Pre-Bid Conference
Date: September 17th, 2024
Time: 10:00 am Central Time
Place: City of Columbia, TN City Hall

Agenda Items:

1. Introduction of attending Owner and Designer Representatives.
 - a. Sign in sheet
2. Confirm that Bidders of Record have full bid package and addenda to-date.
 - a. Bidders of Record list
3. No changes are binding unless confirmed in writing by addendum.
 - a. Review sign in sheet for my contact information
4. Review sequence and timetable for questions and addenda.
 - a. *Substitutions due by Monday, September 30th, acceptable subs will be ID'd in an addendum..*
 - b. Questions must be submitted in writing to **reide@hurst-rosche.com** no later than Monday, September 30th.
 - i. All questions and answers will be distributed to everyone on the Bidders of Record List via an addendum.

- c. Final Addendum affecting pricing will be issued no later than Thursday, October 1st by 2:00pm (Central Time).
- 5. Review proper bid submittal requirements include the following:
 - a. 1. Bid Form
 - b. 2. Construction Bid Envelope must include identification of Subcontractors for each category of work.
 - c. 3. Bid Security
 - d. 4. Drug-Free Workplace Affidavit
 - e. All other instructions as found in the Project Manual
- 6. Confirm bid date, time, and location.
 - a. Bids to be received before Thursday, October 3rd 2:00pm (Central Time).
 - b. Bids open via in person at 2:00pm (Central Time) on Thursday, October 3.
- 7. Reminder that conditional or qualified bids are unacceptable.
- 8. Review briefly the scope of work and Contract time.
 - a. This project includes the replacement of roofing on City Hall including the removal of existing roofing systems as shown in the project bid document drawings.
- 9. Facility working hours, parking, and staging areas.
 - a. Parking, equipment and material staging must be coordinated with the City prior to accessing the site.
- 10. Tour of the site and questions.

ATTENDANCE RECORD

Project No.: HR# 350-1234
 Project: City Hall Roof Replacement
 700 North Garden Street
 Columbia, TN

Meeting Description: Pre-Bid Meeting
 Date: September 17, 2024

Attendant

	Name	Representing	Phone	E-mail
1.	Ralph Eide	Hurst-Rosche, Inc.	618-889-0210	reide@hurst-rosche.com
2.	Ben Varga	RSI	(931) 982-5811	bvarga@roofsystems-inc.com
3.	Pete Coggin	RSI	(931) 777-9892	pcoggin@roofsystems-inc.com
4.	Curtis Jones	Porter	615-533-2814	curtis@porterroofing.com
5.	Pete Greene	Eskola	615-557-6243	pgreene@eskolaroofing.com
6.	Stacy Sanders	FoamCrete	931-607-1661	stacy@foam-crete.net
7.	TIM WOODWARD	DKR	615-456-2119	tim@donkennedyroofing.com
8.	Trevor News	City of Columbia	931-560-1535	tnews@columbiatn.gov
9.	GLENN HARPER	CITY OF COLUMBIA	931-560-1560	gharper@columbiatn.gov
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				



CITY OF COLUMBIA COLUMBIA, TENNESSEE

GENERAL INFORMATION:

ROOF AREA:	#1 - Penthouse
SQUARE FOOTAGE:	Approximately 500 sq. ft
YEAR OF INSTALLATION:	Unknown
INSPECTION DATE:	August 8 th , 2024

ROOF COMPOSITION (Roof Area #1, Penthouse):

MEMBRANE:	Ethylene Propylene Diene Monomer (EPDM)
INSULATION:	2.25" Isocyanurate
MEMBRANE:	Built Up Roof
INSULATION:	Unknown – Didn't cut through the BUR
DECK:	Steel

TERMINATION DETAILS:	Parapet Wall
----------------------	--------------

ROOF MOUNTED EQUIPMENT:	Exhaust Fan, Boiler Stack Abandoned Boiler Stack
-------------------------	---

DRAINAGE:	Internal Roof Drain
-----------	---------------------

DEFICIENCIES NOTED:	Worn Membrane, Wrinkles in Flashing Retrofit Drain Low Flashing Height at Exhaust Fan
---------------------	---

INSPECTOR COMMENTS:

Generally, the roof is in fair condition. The membrane appears to have typical wear for the age of the roof. The flashing sheets have wrinkles in them that most likely are from installation. The exhaust fan flashings are low, and the drain bowl is a retrofit.



General Overview



General Overview



Hot Stack and Abandoned Hot Stack



Flashing at Exhaust Fan



Core Sample



Construction Products Group

**CITY OF COLUMBIA
COLUMBIA, TENNESSEE**

GENERAL INFORMATION:

ROOF AREA:	#2 – Upper Roof
SQUARE FOOTAGE:	Approximately 4,200 sq. ft
YEAR OF INSTALLATION:	Unknown
INSPECTION DATE:	August 8 th , 2024

ROOF COMPOSITION (Upper Roof, Core #2):

MEMBRANE:	TPO
INSULATION:	1" Gypsum 3.5" Isocyanurate
DECK:	Concrete

ROOF COMPOSITION (Upper Roof, Core #3):

MEMBRANE:	TPO
INSULATION:	1" Gypsum 2.5" Isocyanurate
DECK:	Concrete

TERMINATION DETAILS:	Parapet Wall, Non-Parapet Wall Door Threshold
----------------------	--

ROOF MOUNTED EQUIPMENT:	Structural Beam Supports for HVAC Exhaust Fan
-------------------------	--

DRAINAGE:	Internal Roof Drain
-----------	---------------------

DEFICIENCIES NOTED:	Worn Membrane, Pipe Through Flashing Ponding Water Open Coping Termination Details No Counterflashing
---------------------	--

INSPECTOR COMMENTS:

Generally, the roof is in fair condition. The perimeter flashing at the non-parapet walls don't have any counterflashing, and the coping covers termination details are open. There is also ponding water close to the drain location.



General Overview



General Overview



Ponding Water



Ponding Water



Equipment Supports



Duct Supports



Construction Products Group

**CITY OF COLUMBIA
COLUMBIA, TENNESSEE**

GENERAL INFORMATION:

ROOF AREA:	#3 – Lower Roof
SQUARE FOOTAGE:	Approximately 6,300 sq. ft
YEAR OF INSTALLATION:	Unknown
INSPECTION DATE:	August 8 th , 2024

ROOF COMPOSITION (Lower Roof, Core #4):

MEMBRANE:	Ethylene Propylene Diene Monomer (EPDM)
INSULATION:	4” Isocyanurate
MEMBRANE:	Built-Up Roof
INSULATION:	Unknown, didn’t cut through the BUR
DECK:	Steel

ROOF COMPOSITION (Lower Roof, Core #5):

MEMBRANE:	Ethylene Propylene Diene Monomer (EPDM)
INSULATION:	2.5” Isocyanurate
MEMBRANE:	Built-Up Roof
INSULATION:	Unknown, didn’t cut through the BUR
DECK:	Steel

TERMINATION DETAILS:	Parapet Wall, Non-Parapet Wall Door Threshold
----------------------	--

ROOF MOUNTED EQUIPMENT:	HVAC Curbs, Rail Curbs Conduit Supports, Exhaust Pipes Exhaust Fans
-------------------------	---

DRAINAGE:	Internal Roof Drain
-----------	---------------------

DEFICIENCIES NOTED:	Worn Membrane, Missing Counterflashing Poor Flashing Securement Ponding Water Lack of NRCA Details at EIFS Wall
---------------------	--

INSPECTOR COMMENTS:



Generally, the roof is in poor condition. The EPDM membrane is showing wear commensurate with age, and the details appear to have been installed without following industry standards.



General Overview



General Overview



Non-Parapet Wall Detail



Non-Parapet Wall Detail



Thru Wall Counterflashing Detail



Flashing Detail at the Column



Construction Products Group

**CITY OF COLUMBIA
COLUMBIA, TENNESSEE**

GENERAL INFORMATION:

ROOF AREA:	#4 – Drive Thru Canopy Roof
SQUARE FOOTAGE:	Approximately 6,300 sq. ft
YEAR OF INSTALLATION:	Unknown
INSPECTION DATE:	August 8 th , 2024

ROOF COMPOSITION (Canopy Roof, Core #6):

MEMBRANE:	Ethylene Propylene Diene Monomer (EPDM)
INSULATION:	2.5” Isocyanurate
MEMBRANE:	Built-Up Roof
INSULATION:	Unknown, didn’t cut through the BUR
DECK:	Concrete

TERMINATION DETAILS:	Metal Edge, Non-Parapet Wall Windows
----------------------	---

ROOF MOUNTED EQUIPMENT:	N/A
-------------------------	-----

DRAINAGE:	Internal Roof Drain
-----------	---------------------

DEFICIENCIES NOTED:	Worn Membrane, Ponding Water Missing Counterflashing Low Flashing Heights at Windows
---------------------	--

INSPECTOR COMMENTS:

Generally, the roof is in fair condition. The EPDM membrane is showing wear commensurate with age, and the roof shows evidence of poor drainage.



General Overview



Flashing Detail at Curtain Wall and Non-Parapet Wall



Roofing & Building Maintenance
3735 Green Road
Beachwood, OH 44122
US: 800.852.6013
Canada: 800.668.9879
www.tremcoroofing.com

Mike Chadwick
Senior Field Advisor
Middle Tennessee, Southern Kentucky
M. 615.939.3603
mchadwick@tremcoinc.com

August 26, 2024

Ralph Eide
Hurst-Rosche, Inc
1101 Kermit Drive
Nashville, TN 37217

Re: City of Columbia
EPDM Roof Areas – Fastener Pull Test Results

Dear Mr. Eide,

Please find below the results of the fastener pull out tests for the two roof areas indicated above.
Equipment: DMD Force Measurement Systems, Model PFT2000A
Fastener: Tru Fast #15 EHD Fastener, 6"

<u>Building/Roof Areas</u>	<u>Testing Results</u>
Upper Roof Area	697 psf
Lower Roof Area, Sample A	293 psf
Lower Roof Area, Sample B	310 psf

If you have any questions about the information above, please give me a call.

Sincerely,

Mike Chadwick



HURST-ROSCHE, INC.

PROJECT:
CITY HALL ROOF REPLACEMENT
CITY OF COLUMBIA
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
Solicitation #437-0924-05
HR Project No. 350-1234

ADDENDUM #3 (Date: 09/27/2024)

CONTENTS

Clarifications:

1. HVAC equipment on roof area 'A' shall be removed and reinstalled as necessary to extend roof curb as described on Sheet A-101.
2. Add Zurn RD2150 or approved equal retrofit style drain at roof area 'B' as described on Sheet A-101.

Changes to the Project Drawings:

Sheet A-101, Add work notes 119 and 128, revision mark 2.

Changes to the Project Manual: None.

Attached Documents: (1) One

- Drawing Sheet A-101.

Total number of pages Addendum #3 – 2 pages.



09/27/2024

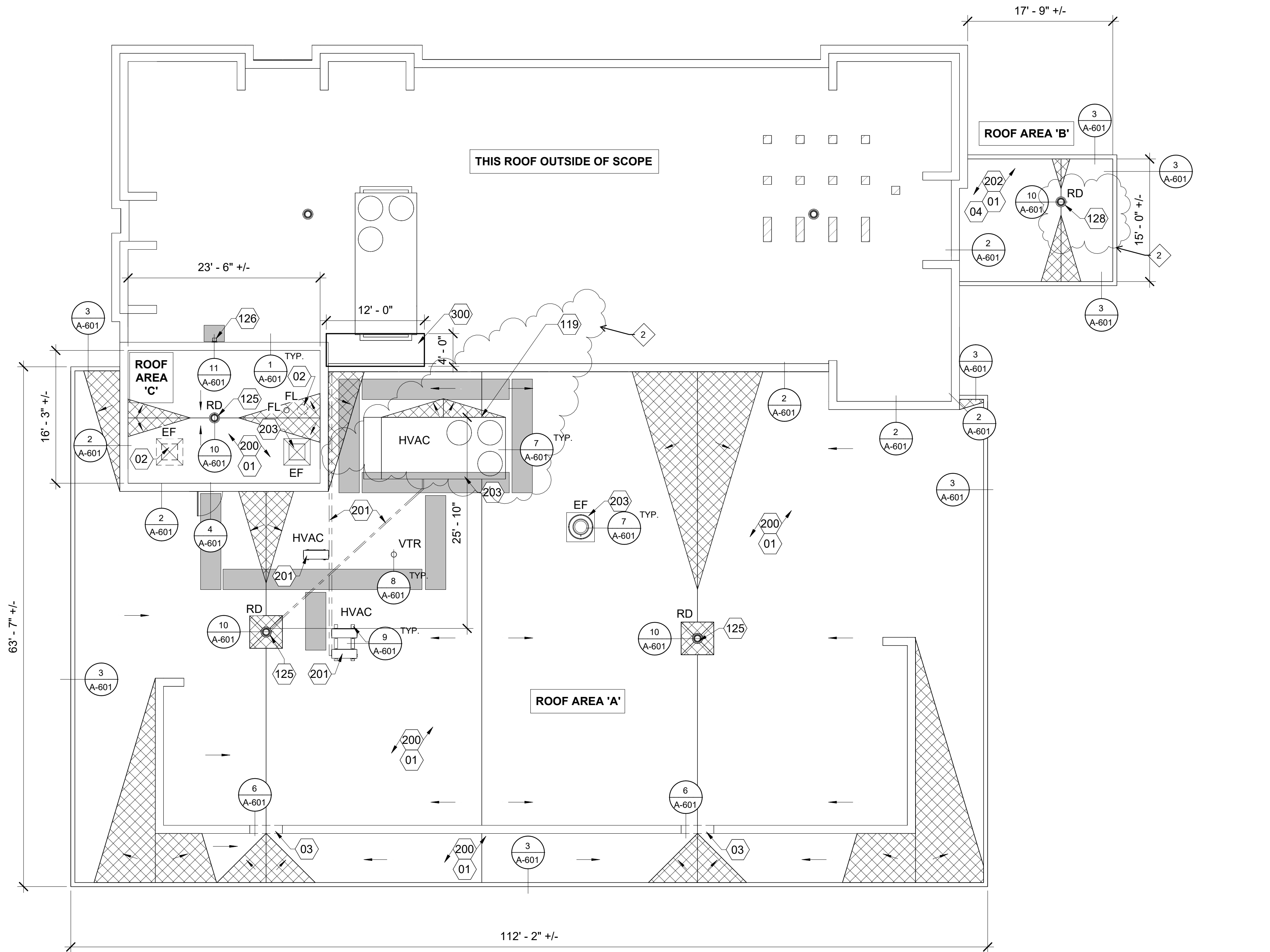
DATE

04/30/2026

LICENSE EXPIRES

END OF ADDENDUM #3

HURST-ROSCHE INC.
1101 Kermit Dr. Suite 620
Nashville, TN
615-454-6615



1
A-101

0' 4' 8' 16' 32'

SCALE: 1/8" = 1'-0"

KEYNOTE LEGEND	
MARK	KEYNOTE
01	REMOVE AND DISPOSE OF EXISTING EPDM ROOF SYSTEM INCLUDING MEMBRANE, INSULATION, AND COVERED BUILT UP ROOF SYSTEM.
02	REMOVE AND DISPOSE OF EXITING EQUIPMENT, CURB, AND DUCTWORK.
03	DEMO PORTION OF EXISTING WALL TO BELOW ROOF DECK 4'-0" WIDE ALIGNED WITH CENTER OF ROOF DRAIN. PATCH ROOF DECK, SEE DETAIL 5/A601.
04	PATCH CONCRETE DECK AS REQUIRED TO PROVIDE A COMPLIANT SURFACE AS REQUIRED FOR NEW SELF-ADHERED ROOFING SYSTEM.
119	REMOVE EXISTING HVAC EQUIPMENT, PROVIDE NEW WOOD CURB CONSTRUCTION EXTENSION TO 1'-0" MIN. HEIGHT ABOVE NEW FINISHED MEMBRANE. REINSTALL HVAC EQUIPMENT EXTENDING DUCTWORK, ELECTRICAL SERVICE, AND CONTROL WIRING. SEAL AND INSULATE EXTENDING DUCTWORK ACCORDING TO ASHRAE AND SMACNA MINIMUM RECOMMENDATIONS. ALL ELECTRICAL WORK SHALL CONFORM TO CURRENT NEC REQUIREMENTS.
125	PROVIDE NEW ROOF DRAIN AND STRAINER, EXTEND PIPING AS REQUIRED. DO NOT UTILIZE LINERS, ADAPTERS, OR ANY APPLIANCE THAT WILL RESULT IN REDUCED FLOW CAPACITY- SEE SPECS.
126	PROVIDE NEW OVERFLOW DRAIN. CORE DRILL/DEMO WALL AS REQUIRED, AND PROVIDE NEW THRU-WALL 4" SCHEDULE 40 PVC PIPE SLEEVE WITH SOLID BRONZE LAMB'S TONGUE- SEE SPECS.
128	REMOVE EXISTING DRAIN STRAINER AND PROVIDE NEW REPLACEMENT ROOF DRAIN - ZURN RD2150 OR APPROVED EQUAL; SIZE ACCORDING TO EXISTING DRAIN PIPE SIZE.
200	PROVIDE NEW TPO ROOFING SYSTEM, OVER COVER BOARD, TAPERED POLYISO, 5.2" OF NEW FLAT POLYISOCYANURATE INSULATION BOARD, MECHANICALLY FASTEN BOTTOM LAYER OF POLYISO TO EXISTING STEEL DECK, FULLY ADHERE SUBSEQUENT LAYERS WITH LOW RISE FOAM.
201	EXISTING HVAC EQUIPMENT TO BE REINSTALLED FOLLOWING CONSTRUCTION ON NEW EQUIPMENT SUPPORT RAILS (AS REQUIRED) AND ROOFING SYSTEM. LINESETS, CONDENSATE DRAINS, CONDUIT ETC. TO BE REINSTALLED TO MATCH EXISTING LAYOUT. INSTALL SUPPORTS WHERE NECESSARY TO AVOID CONTACT WITH MEMBRANE.
202	ROVIDE NEW TPO ROOFING SYSTEM, OVER NEW TAPERED POLYISOCYANURATE INSULATION BOARD (1/8":12" SLOPE), FULLY ADHERE TO EXISTING CONCRETE DECK.
203	EXISTING HVAC EQUIPMENT TO BE REINSTALLED FOLLOWING CONSTRUCTION ON NEW EQUIPMENT CURBS (AS REQUIRED) AND ROOFING SYSTEM.
300	APPROXIMATE SIZE OF DETERIORATED ROOF. PROVIDE REPAIRS TO EXISTING ROOF ASSEMBLY. REPLACE EXISTING STEEL DECK, POLYISO, GYPSUM COVER BOARD, TPO MEMBRANE WITH NEW TO MATCH EXISTING. ENSURE POSITIVE DRAINAGE, MATCH EXISTING PROFILE. REPLACE MEMBRANE UP PARAPET AND ADJACENT WALL. REPLACE TERMINATIONS AND FLASHINGS WITH NEW TO MATCH EXISTING.

HAZARDOUS MATERIAL NOTE:

THE FOLLOWING MATERIAL HAS TESTED POSITIVE FOR ABSESTOS CONTAINING ROOF MATERIAL (ACRM). THIS MATERIAL SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE STATE, FEDERAL, AND LOCAL ASBESTOS RULES AND REFULATIONS INCLUDING O.S.H.A. ASBESTOS STANDARDS AND N.E.S.H.A.P. CFR - TITLE 40 PART 61 - APPENDIX A TO SUBPART M INTERPRETIVE RULE GOVERNING ROOF REMOVAL OPERATIONS.

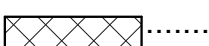
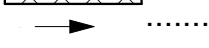
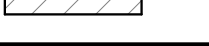
WALL FLASHING AT ROOF AREA 'C' - APPROXIMATELY 80 LINEAR FEET.

REMOVAL OF ACRM COMPLIES WITH TENNESSEE SMALL-SCALE-SHORT-DURATION MAINTENANCE ACTIVITY.

DEMOLITION NOTE:

CONTRACTOR SHALL REMOVE ONLY THE PORTION OF ROOF SYSTEM THEY ARE ABLE TO BRING BACK TO A WATERPROOF CONDITION BEFORE LEAVING THE PROJECT SITE. AT NO TIME SHALL THE BUILDING BE LEFT IN A CONDITION VULNERABLE TO WATER INTRUSION.

KEY LEGEND

E.F.....	EXISTING EXHAUST FAN
RD.....	EXISTING ROOF DRAIN
VTR.....	VENT THROUGH ROOF
FL.....	FLUE THROUGH ROOF
HVAC.....	ROOFTOP HVAC EQUIPMENT
	CRICKETS - 1/4":12" UON
	DIRECTION OF SLOPE - 1/8":12" UON
	HVAC ABOVE ROOF
	NEW WALK PADS - SEE SPECS
	ABANDONED EQUIP. PEDESTALS

HR

HURST-ROSCHE, INC.
PROFESSIONAL DESIGN NUMBER: 194-000298
200 N. MARKET STREET
MARION, IL
PH:618.998.0075

www.hurst-rosche.com
HILLSBORO, IL
EAST ST. LOUIS, IL
ARNOLD, MO
NASHVILLE, TN
SPRINGFIELD, IL



SIGNATURE
08.30.2024
DATE
04.30.2026
LICENSE EXPIRES

CITY HALL ROOF REPLACEMENT
CITY OF COLUMBIA
700 NORTH GARDEN STREET
COLUMBIA, TENNESSEE 38401
ISSUED FOR BID

MARK	DATE	DESCRIPTION
2	9/27/2024	ADDENDUM # 3

DATE: 08.30.2024
PROJECT NO: 350-1234
DESIGN: CIM/JG
DRAWN: CIM/JG
CHECK: RE

ROOF PLAN

A-101



HURST-ROSCHÉ, INC.

PROJECT:
CITY HALL ROOF REPLACEMENT
CITY OF COLUMBIA
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
Solicitation #437-0924-05
HR Project No. 350-1234

ADDENDUM #4 (Date: 10/01/2024)

CONTENTS

Clarifications:

1. Existing roof metals including but not limited to edge metals and fascia shall be demolished with new roof metals, new edge metals and new fascia provided as depicted in the drawings.
2. Provide specified vapor retarder at all metal deck roof areas as specified and shown in the drawings at detail 1/A-602.
3. Vapor retarder not provided at roof area 'B'.

Changes to the Project Drawings:

Sheet A-601: Provide vapor retarder at all details between metal deck and insulation.

Changes to the Project Manual:

Section 002114 Instructions to Bidders, 1.5.D Latest Time to Issue an Addendum: Change to **2:00 PM, Tuesday, October 1, 2024.**

Attached Documents: None.

Total number of pages Addendum #4 – 1 page.



<u>10/01/2024</u>	<u>04/30/2026</u>
DATE	LICENSE EXPIRES

END OF ADDENDUM #4

HURST-ROSCHÉ INC.
1101 Kermit Dr. Suite 620
Nashville, TN
615-454-6615

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, C. Tim Tisher, the
(Print Name of Attorney)

duly authorized and legal representative of the City of Columbia, Tennessee, OWNER, do hereby
certify as follows concerning the attached CONTRACT known as the

CITY HALL ROOF REPLACEMENT HR# 350-1234

I have examined the attached contract(s) and performance and payment bond(s) and the
manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has
been duly executed by the proper parties thereto acting through their duly authorized
representatives; that said representatives have full power and authority to execute said
agreements on behalf of the respective parties named thereon; and that the foregoing
agreements constitute valid and legally binding obligations upon the parties executing the same
in accordance with terms, conditions and provisions thereof.

Signed: C. Tim Tisher
(Attorney)

Date: 10/29/24

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COLUMBIA CITY HALL
700 NORTH GARDEN STREET
COLUMBIA, MAURY COUNTY, TENNESSEE

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SPECIFIERS:

Architectural: Ralph W. Eide II, AIA

Signed: 8-30-2024
Expiration: 04-30-2026



Invitation to Bid – City Hall Roof Replacement
Solicitation #437-0924-05
September 10, 2024

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Development Services Department attention Travis Neas, City Hall, until, but no later than **2:00 P.M.CT, October 3, 2024**, and then publicly opened and read aloud for **City Hall Roof Replacement**.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Sommar Jaynes at (931) 560-1515.

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

Bid Instructions

To be considered, you must:

1. A completed bid form as provided in the project manual.
2. Copies of warranty information, other requirements as may be included herein and any additional information pertinent to properly evaluate the bid.
3. Sign Iran Divestiture Act Statement as attached.
4. All forms must be signed by a representative of the bidder with the authority to bind the bidder.
5. All required documents shall be returned to:

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

Mark outside of envelope with **Invitation to Bid City Hall Roof Replacement, Contractor's License Number, Expiration Date, Classification** and opening date of bid **October 3, 2024**.

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

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

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

1. SCOPE

The City of Columbia is seeking bids to replace roofing at City Hall. This project will include the removal and replacement of three (3) roof areas at the City Hall Building. The roofing system is comprised of TPO membrane installed over PolyIso insulation. The new roofing is to be provided as a complete installation as mandated in the drawings and specifications, and attached to this Invitation to Bid.

1. GENERAL CONDITIONS

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

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

- 2. Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

- 3. Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.

- 4. Alternate Manufacturer Bids:** Alternate bids will be NOT be considered for this proposal.

- 5. Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.

- 6. Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.

- 7. Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.

- 8. Compliance:** Contractor shall abide by all federal, state and local laws and statutes and obtain all permits required in number thirteen (13) of these conditions.

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

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

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

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

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

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

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

16. Terminology: The use of the word "vendor(s)" shall have the same meaning throughout the bid documents as "bidder(s)."

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

- a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if agreement forward the decision to the vendor.
- b. Step Two – If the vendor is not satisfied with the Purchasing Agent's response, the vendor may appeal in writing to the Development Services Department attention Travis Neas within 10 days from the date of the Purchasing Agents response, who shall with the advice of the Purchasing Agent and/or City Attorney make a written determination to all parties involved. The Development Services Department attention Travis Neas's decision shall be final.

3. SPECIAL CONDITIONS

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

3.2 Successful bidder must furnish one operator's manual and one parts/maintenance manual at time final completion.

4. INSURANCE

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

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

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

5. LAWS, TAXES AND INDEMNIFICATION

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

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

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

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

8. WARRANTY-

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

3. SPECIFICATIONS AND REQUIREMENTS - The drawings and specifications, as attached to this Invitation to Bid, will govern the requirements for the roofing work at City Hall.

Substitutions meeting the intent and functionality of the specification will be considered.

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

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

IRAN DIVESTMENT ACT STATEMENT

A person engages in investment activities in Iran if:

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

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

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

Vendor Name (Print):

Vendor Signature:

Date: _____

DRUG-FREE WORKPLACE AFFIDAVIT

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

1. The undersigned is a principal officer of _____

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

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

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

Principal Officer

STATE OF _____

COUNTY OF _____

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

Notary Public

My commission expires: _____

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

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

White _____ African American _____ American Indian/Alaskan Native _____

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

Certified DBE _____

DOCUMENT 00 21 14 - INSTRUCTIONS TO BIDDERS – AIA

1.1 SUMMARY

- A. Document Includes:
 - 1. Instructions to Bidders.
 - 2. Site examination.
 - 3. Prebid conference.
- B. Related Documents:
 - 1. Document 001116 - Invitation To Bid.
 - 2. Document 003100 - Available Project Information.
 - 3. Document 004113 - Bid Form - Stipulated Sum.
 - 4. Document 004300 - Procurement Form Supplements: Appendices A and B.
 - 5. Document 007214 - General Conditions – AIA Stipulated Sum.
 - 6. Document 007313 - Supplementary Conditions – AIA.

1.2 INSTRUCTIONS TO BIDDERS

- A. These Instructions to Bidders amend or supplement AIA Document A701-1997 - Instructions to Bidders and other provisions of Bidding Documents and Contract Documents.
- B. To be considered all bids must in accordance with these Instructions to Bidders.
- C. Those interested parties may obtain sets of Drawings and Specifications from the Architect / Engineer upon non-refundable deposit of \$60.00 per set (\$80.00 if mailed).

1.3 SITE EXAMINATION

- A. Bidders shall carefully examine the specifications herein and perform a reasonable inspection of the project site to obtain first-hand knowledge of existing conditions. Each bidder shall promptly report, in writing, any errors or inconsistencies that they detect in the specifications to Architect prior to bidding. By submitting their bid, each bidder represents that they have examined the bidding documents and inspected the site, that they understand the provisions of the bidding documents, and that they have familiarized themselves with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions which could have been discovered by such examination.
- B. Contact Travis Neas at the following address and phone number to arrange date and time to visit Project site:
 - 1. Address: 700 North Garden Street, Columbia, TN
 - 2. Telephone: 931-560-1535.
- C. A visit to Project site has been arranged for Bidders following the Pre-Bid Meeting at 10:00 AM on Tuesday, September 17, 2024.

1.4 BID CONDITIONS

- A. By submitting a bid, the Contractor agrees to accept all of the City of Columbia's terms herein as a legal and binding contract. Submittal of conditions or qualifying statements contrary to the City of Columbia's terms herein are not acceptable and unless rescinded, the bid shall be rejected.
- B. Bidders shall be responsible for the delivery of bids during regular business hours to the Development Services Department, Attention Travis Neas, City Hall, 700 North Garden St., Columbia, TN 38401. This shall be prior to the bid opening time stated in the advertisement for bids.
- C. Bids shall be sealed and properly identified on the outside of the envelope with **Invitation to Bid City Hall Roof Replacement, Contractor's Name, License #, Classification Type** and opening date of bid **October 3, 2024** clearly marked.
- D. Each bid shall be sealed preferably in an opaque envelope.
- E. In the case of identical bids, the City may pick the contractor they believe to best be suited to their needs, or in the absence of that decision may instigate a coin toss for the award or may use other means to select the Contractor. In the event of a coin toss, the coin shall be supplied by and the toss executed by the City of Columbia Purchasing Agent. In any case, the decision shall be at the sole discretion of the City.
- F. Bid Opening Checklist – At the bid opening the bids will be checked against at least the following check list and could be checked against other criteria as well. The determination of the status of the following items at the bid opening is only provisional and may be changed based on further study by the City.
 - 1. (___) Was the bid delivered before the deadline? (Yes required.)
 - 2. (___) Is bid sealed (not unsealed or sent via fax, etc.)? (Yes required.)
 - 3. (___) Does the bid have the bidder's name, license number, expiration date, and classification type on the outside of the envelope? (Yes required.)
 - 4. (___) Does the bid have the job identified on the outside of the envelope? (Yes required.)
 - 5. (___) Does the bid have a discernable bid amount? (Yes required.)
 - 6. (___) Does the bid contain conditions or qualifying statements? (No required.)
 - 7. (___) Is the bid otherwise non-conforming or unresponsive to these specifications? (No required.)
 - 8. (___) Does the bid propose a binding contract that is connate with these specification? (Yes required.)

9. (___) Is the bid signed by the proprietor or a duly authorized officer of the bidding organization with an original signature? (Yes required.)
10. (___) Is the bid accompanied by bid bond (100% of bid amount), or certified check, cashier's check, or bank draft in the amount of 10% of the bid amount? (Yes required.)
11. (___) Does the bid bond (if any) contain original signature(s)? (Yes required.)
12. (___) Does the bond company (if any) meet the required criteria? (Yes required.)

1.5 THE SCHEDULE FOR BIDDING THIS PROJECT IS AS FOLLOWS

- A. **Plans Available:** **Tuesday, September 10, 2024**
- B. **Pre-Bid Meeting:** **10:00 AM, Tuesday, September 17, 2024**
700 North Garden Street, Columbia, TN
- C. **Latest Time to Submit Request for Interpretation:** **2:00 PM, Monday, September 30, 2024**
- D. **Latest Time to Issue an Addendum:** **2:00 PM, Thursday, October 1, 2024**
- E. **Bid Opening** **2:00 PM, Thursday, October 3, 2024**
Development Services Department, City Hall
700 North Garden Street, Columbia, TN
- F. All requests for interpretations shall be in writing via mail or e-mail addressed to the Architect/Engineer and must be received by the date and time identified in Article 1.5 of this section in order to be given consideration. All questions must be submitted on the "Request for Interpretation Pre-Bid Question and Comment Form" included at the end of this section, and questions not submitted in accordance with this form and specified time frame will not be accepted. Any and all interpretations and supplemental instructions will be made by addendum to the Drawings and Specifications and forwarded to all bidders either by certified mail or e-mail. All responses by the Architect/Engineer must be in writing to be binding. Any response general in nature or affecting these Instructions to Bidders shall be sent via addendum as previously described. All bidders are required to return the signature page of the addendum signed to the Architect within 24 hours after receipt. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from an obligation under the bid as submitted. All addenda so issued shall become part of the Contract Documents. No addendum will be issued later than the date and time identified in Article 1.5 of this section except one withdrawing the request for Bids or one postponing date for receiving Bids. Oral interpretations, changes or corrections will not be binding and Bidders shall not rely upon such interpretations, changes and corrections. Each Bidder shall ascertain prior to submitting Bid that all addenda issued have been received and shall acknowledge receipt in Bid.

Questions shall be directed to:
e-mail: reide@hurst-rosche.com

- G. Materials, products and equipment described in Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Each such request shall include name of material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of proposed substitute is upon the proposer. Architect's decision of approval or disapproval of a proposed substitution shall be final. If the Architect approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner. No substitutions will be considered after the contract award unless specifically provided in the Contract Documents.
- H. Bids shall be made on unaltered Bid Forms furnished by the Architect. Fill in all blank spaces and submit two (2) copies. Bids shall be signed with name typed below signature. Where bidder is a corporation, bids must be signed with legal name of corporation followed by name of state of incorporation and legal signature of an officer authorized to bind the corporation to a contract.
- I. Each bidder submitting a bid shall submit on form provided a list of any subcontractors and major suppliers he proposes to use with the bid. Failure to do so could disqualify the bid.
- J. Each bidder shall designate on the attached bid form one person who shall serve as the bidder's contact person for all matters pertaining to the bid. In absence of such designation, the person who signs the bid shall be deemed the bidder contact.
- K. For those projects which are bid on a unit price basis, in the event in which a bidder does not fill out the extension of the unit price, or a math error has occurred in calculation, the unit prices listed shall govern.
- L. Bid security – Bids shall be accompanied by a bid security in the form of a bid bond, certified check, cashier's check, or bank draft in the amount of 10% of the bid amount. Bid bonds shall meet the acceptance of the City of Columbia, and that acceptance shall be at the sole discretion of the City. In general, bond acceptance will be based by the City upon:
1. coverage on performance of the contract and the payment of all obligations arising thereunder;
 2. the bond amount matching the full amount of the bid; and
 3. execution by a surety acceptable to the City. In general, acceptance of the surety will be based by the City by the bond company having a current Best's rating of any level of "B" or better and a current Best's financial class of "V" or higher.

- M. All costs associated with the preparation and submission of a bid are the sole responsibility of the bidder. These costs shall not be chargeable to the Owner by any successful or unsuccessful bidder. All bids become the property of the Owner and shall not be returned except in the case of a late submission.
- N. Bonds – Upon acceptance of the Contractors bid the Contractor shall be required to procure and pay for a Performance Bond, and Labor and Material Payment Bond in an amount equal to 100 percent of the bid amount. Bonds shall comply with all laws of the State of Tennessee governing public contracts let by government units.

The City of Columbia shall receive the Performance Bond, and Labor and Material Payment Bond, both required herein, prior to work commencement.

- O. All copies of the bid, bid security and any other documents required to be submitted with bid shall be enclosed in a sealed opaque envelope. Envelope shall be addressed to DEVELOPMENT SERVICES DEPARTMENT, ATTENTION TRAVIS NEAS, CITY HALL, 700 NORTH GARDEN STREET, COLUMBIA, TN 38401, and shall be identified with **“INVITATION TO BID CITY HALL ROOF REPLACEMENT, CONTRACTOR’S NAME, LICENSE #, CLASSIFICATION TYPE, OCTOBER 3, 2024 BID OPENING DATE”** clearly marked.
- P. Mailed bid envelopes shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. Oral, telephonic or telegraphic Bids are invalid and will not receive consideration. Bids shall be deposited at the location designated in the Invitation to Bid prior to time and date designated for opening, or any extension thereof made by addendum. Bidder shall assume full responsibility for timely delivery at location designated for receipt of Bids. Bids received after time and date for receipt of bids will be returned unopened.
- Q. A bid may not be modified, withdrawn or canceled during the forty-two (42) days immediately following bid opening, and each bidder so agrees in submitting his Bid. Any bidder may withdraw, cancel or modify its bid, at any time prior to scheduled time for opening of bids, by letter or telegram actually received by Owner prior to bid time, or, with proper identification, by personally securing bid submitted; if by telegram, written confirmation over signature of bidder shall be mailed and postmarked on or before date and time of bid opening. Withdrawn bids may be resubmitted up to bid opening time provided that they are in full compliance with these Instructions to Bidders.
- R. When for any reason the bidder fails to comply with all post award requirements, such defaulting bidder and its surety shall pay to the City of Columbia all costs incurred by the City for procuring the performance of the work, including the difference between the dollar amount of the defaulting bidder’s bid and the accepted bid if the accepted bid is higher. Such costs shall include, but not be limited to, the additional contract price paid for the work and additional costs for advertising and other services, and shall include additional costs to complete the project at the specified date. When such costs are less than the bid security, the defaulting bidder shall be entitled to the excess of its bid security. When the defaulting bidder is the sole bidder and, after an attempt to secure other bids by re-advertising none can be obtained, the City shall be entitled to the full amount of the bid security as liquidated damages.

- S. Protests
1. Any bidder who submitted a bid and believes the bid was improperly rejected or that the bid selected by the Owner is not in the best interest of the Owner may submit a written notice of grievance according to **Invitation to Bid 001166**.
- T. Owner reserves right to disqualify bids and bidders, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon part of bidder, lack of responsibility as evidenced by poor workmanship and progress of past work, incomplete work which, in judgment of Owner, might hinder or prevent prompt completion of additional work if awarded, for being in arrears on existing contracts, in litigation with the Owner, or having defaulted on a previous contract.
- U. Bids will be rejected for the following material deficiencies:
1. submission of a bid late;
 2. submission of a bid in a manner that reveals the bid price prior to the bid opening (e.g. via fax);
 3. use of a bid envelope which is received by the City unsealed or in a manner that does not reasonably identify the project and/or specification for which it is intended;
 4. omission of a bid price;
 5. submission of a bid price that cannot be determined;
 6. deletion of original signatures to the extent that an intent to be bound by the bid is not apparent;
 7. bids and bonds not containing original signatures in ink of the Contractor and an officer of the surety, and including a notary statement authenticating signatures and appropriate power attorney of the surety;
 8. bids not in substantial conformance with the specification and /or whose non-conformance is determined to be material and unresponsive.
- V. Bidder's attention is directed to the fact that all Federal and Tennessee State Laws, municipal ordinances and regulations of any and all authority having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Successful Bidders shall be required to comply with all Federal, State, and municipal ordinances.
- W. Bids will be opened as announced in Invitation for Bids.
- X. The City of Columbia reserves the right to reject any or all bids or waive any informality in any bid and to accept any bid considered advantageous to the City. Further, the City of Columbia, when its opinion is in the best interest of the City, reserves the right to:
1. accept any bid;
 2. wave technical deficiencies and irregularities;
 3. allow bidder to remedy technical deficiencies or irregularities within a stated time;
 4. rescind any notice of award if the City of Columbia determines the notice of award was issued in error;
 5. re-bid any contract.

- Y. Notwithstanding any delay in preparation and execution of the formal Contract Agreement, each bidder shall be prepared, upon written notice of bid acceptance, to commence work within ten (10) days following receipt of official written Notice to Proceed, or on date stipulated in such notice.
- Z. Any work in providing or preparing to provide the services specified herein that is commenced by the successful bidder prior to execution of a written contract agreement shall be at the bidder's expense.
- AA. Accepted bidder shall assist and cooperate with the Owner in preparing the formal Contract Agreement, and, within fifteen (15) days following its presentation, shall execute same and return it to Owner.
- BB. This project must be complete and ready to operate by the Due Date, which is (45) days after Notice to Proceed. A penalty of \$100.00 shall be deducted from the final payment for EACH CALENDAR DAY the is not substantially complete after the Due Date given above.
- CC. All permits, licenses, and inspections that are required by governing authorities for the performance of the work shall be procured and paid for by the Contractor.
- DD. All work shall be performed in compliance with all applicable and governing safety regulations including the regulations of the Occupational Health and Safety Act. All safety lights, signs and guards required for the performance of the work shall be provided by the Contractor.
- EE. All work shall conform to the requirements of all applicable codes, including but not limited to those specifically called out herein, unless specifically exempted herein.
- FF. Laws, codes, ordinances and regulations shall take precedent with exception only where the work called for by the specifications exceeds by quality and/or quantity, unless specifically exempted herein.
- GG. All work shall be performed by trained mechanics of the particular trade involved and done in a neat and workmanlike manner as approved by the Construction Inspector.
- HH. All materials and equipment shall be new and shall bear the manufacturer's name, model number, serial number, date of manufacture and other identification marking.
- II. All materials and equipment shall be the standard product of the manufacturer regularly engaged in the production of the required type of material or equipment for at least 5 years, and shall be manufacturer's latest design having published properties.
- JJ. The City of Columbia shall have the right to exclude any person from the job site and deny that person entry and future access to the job site when the City, determines that the person is performing work not in a workmanlike manner, is causing disruption or conflicts, appears to be intoxicated or under the influence of drugs, has violated any State or Federal law or regulation or has behaved violently or in a threatening manner in any way related to the project. If the person is an employee of the Contractor or a

subcontractor, the City may instruct the Contractor to exclude such person and the Contractor shall comply.

1.6 CONTRACTOR'S DUTIES

- A. The Contractor shall furnish all labor, materials, equipment, tools, construction equipment, and specialty items as well as provide supervision, direct the work, inspect, test and provide whatever effort, service or materials that may be required to complete the work as specified.
1. Nothing outside the scope of work shall be disturbed.
 2. All work must be done in a workmanlike manner.
 3. The entire work area and site must be left in a clean and orderly condition. No leftover equipment, materials, supplies, tools, trash etc. may be left on City property. Disposal of all equipment removed, trash, etc. is the responsibility of the contractor and is a specific condition of the bid.
 4. No structural member shall be cut without the WRITTEN approval of the Architect/Engineer, and all such cutting shall be done in a manner directed by him.
 5. No electric arc welding or cutting torch cutting shall be done inside the building.
 6. Decisions regarding the acceptability of the project and with regard to any discrepancies with these specifications shall be at the sole discretion of the Architect/Engineer.

END OF DOCUMENT

REQUEST FOR INTERPRETATION PRE-BID QUESTION AND COMMENT FORM

(All information entered shall be typed in black).

PROJECT NAME: CITY HALL ROOF REPLACEMENT, CITY OF COLUMBIA, 700 NORTH GARDEN STREET, COLUMBIA, TENNESSEE

BIDDER: SUBMITTED BY (Name): Date:

ADDRESS: CITY: STATE: PHONE: Sheet of

Question No.	Page (or Drawing Sheet) Number	Drawing No. or Spec. Section Article & Paragraph Number	Question by Bidder

NOTE: ANY AND ALL QUESTIONS PERTAINING TO THIS BID MUST BE TYPED AND SUBMITTED ON THIS FORM AND MAILED OR E-MAILED TO RECEIVE A RESPONSE.

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DOCUMENT 00 41 13 - BID FORM - STIPULATED SUM

To: **CITY OF COLUMBIA
COLUMBIA, TENNESSEE**

Project: **CITY HALL ROOF REPLACEMENT
COLUMBIA CITY HALL
700 NORTH GARDEN STREET
COLUMBIA, MAURY COUNTY, TENNESSEE
HR# 350-1234**

Date: _____

Submitted by: _____
(full name)

(full address) _____

License # _____

Expiration Date: _____

Classification: _____

Contact Name: _____

1. OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Hurst-Rosche, Inc. for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of _____ dollars, (\$_____), in lawful money of the United States of America.

We have included the security Deposit as required by the Instruction to Bidders.

2. REVIEW OF BID DOCUMENTS

The bidder represents that he is skilled and experienced in the use and interpretation of drawings and specifications such as those included in the bid documents for this contract. He has carefully reviewed the drawings, specifications and other bid documents, and has found them free of ambiguities and sufficient for bid purposes. Further, the Bidder has carefully examined the site of the work and, from his own observations, has satisfied himself as to the nature and location of the work; the character, quality and quantity of materials; the difficulties likely to be encountered; and any other items which may affect the performance of the Work. He has based his bid solely on these documents and observations and has not relied in any way on any explanation or interpretation, oral or written, from any other source.

3. CONTRACTOR'S FEE FOR CHANGES IN WORK

Undersigned herein indicates a single percentage, not to exceed 12% for own forces and not to exceed 8% for subcontractors, for overhead and profit to be added to net extra job cost for changes in the work required to be performed by:

a) Own Forces ____% b) Subcontractors ____%

Undersigned herein indicates a single percentage, not less than 10% for own forces and not less than 5% for subcontractors, for overhead and profit to be added to net credit for job costs for changes in the work required to be performed by:

a) Own Forces ____% b) Subcontractors ____%

Percentages named above shall not include any items of insurance, bond or taxes since these are considered job cost items in contractor's quotations for changes in the work.

Any percentages indicated which are higher or lower than the maximum or minimum in the typewritten language herewith, shall be disregarded and typewritten figure used.

4. CONTRACT TIME

Undersigned agrees that, if awarded the Contract for Work bid upon herein, work will start on date designated in a written Notice to Proceed order issued by the Architect and will be completed in accordance with the contract documents, with all phases of work completed and operational and ready for acceptance by the Owner no later than as required by the Contract Agreement.

5. UNIT PRICES

The following are Unit Prices for specific portions of the Work as listed – to replace water-damaged metal decking. Base amount is 100 SF – show +/- amount for roof area of metal deck requiring replacement over or under 100 SF:

ITEM DESCRIPTION	UNIT QUANTITY	UNIT PRICE +/-
<u>Metal Deck</u> (Unit Price #1)	<u>Per SF, +/- Base 100 SF</u>	<u></u>

6. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated _____; Addendum # _____ Dated _____
Addendum # _____ Dated _____; Addendum # _____ Dated _____

7. APPENDICES

The following documents are attached to and made a condition of the Bid:

Bid Bond in form of
Bidder's qualifications statement and supporting data.
Document 004300 - Procurement Form Supplements including:
Appendix A - List of Subcontractors.

8. EQUAL EMPLOYMENT OPPORTUNITY

During performance of this contract, Contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

9. NOT BARRED

The contractor by submitting its bid certifies that the Contractor is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid-rotating.

10. DRUG FREE WORKPLACE

The Contractor by submitting its bid certifies that it will provide a drug free workplace.

15. BID FORM SIGNATURES

The Corporate Seal of

(Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer Title)

(Seal)

(Authorized signing officer Title)

(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

DOCUMENT 00 43 00 - PROCUREMENT FORM SUPPLEMENTS

To: **CITY OF COLUMBIA
COLUMBIA, TENNESSEE**

Project: **CITY HALL ROOF REPLACEMENT
CITY OF COLUMBIA
700 NORTH GARDEN STREET
COLUMBIA, MAURY COUNTY, TENNESSEE
HR# 350-1234**

Date: _____

Submitted by: _____
(full name)

(full address) _____

Contact Name: _____

In accordance with Document 002114 - Instructions to Bidders - AIA and Document 004113 - Bid Form - Stipulated Sum, we include the Appendices to Bid Form Supplements listed below. The information provided shall be considered an integral part of the Bid Form.

The following Appendices are attached to this document:

Appendix A - List of Subcontractors: Include names of all Subcontractors and portions of the Work each Subcontractor will perform.

Appendix B - List of Unit Prices: Include listing of unit prices specifically requested by Contract Documents.

BID FORM SUPPLEMENTS SIGNATURES

The Corporate Seal of

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer Title)

(Seal)

(Authorized signing officer Title)

(Seal)

APPENDIX A - LIST OF SUBCONTRACTORS

Herewith is the list of subcontractors referenced in the bid submitted by:

(Bidder) _____

To (Owner) COUNTY OF CHRISTIAN

Dated _____ and which is an integral part of the Bid Form.

The following work will be performed (or provided) by subcontractors and coordinated by us:

WORK SUBJECT	NAME
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX B - LIST OF UNIT PRICES

The following is the list of unit prices referenced in the bid submitted by:

(Bidder) _____

To (Owner) Christian County Sheriff's Department

Dated _____, and which is an integral part of the Bid Form.

The following are Unit Prices for specific portions of the Work as listed, and are applicable to authorized variations from the Contract Documents. In the event in which a bidder does not fill out the extension, or a math error has occurred in calculation, the unit prices listed shall govern.

ITEM DESCRIPTION	UNIT QUANTITY	UNIT PRICE
<u>Unit Price #1 – Rigid Insulation</u>	<u>Square Feet, +/- Base 2000 SF</u>	_____

Unit Price #1 – Rigid Insulation = Price per square foot of roof area, above or below base amount of 2000 SF, to add or deduct, for which existing rigid insulation is water-damaged and requires replacement. Replace rigid insulation to match existing thickness and taper.

END OF DOCUMENT

DOCUMENT 00 52 14 - AGREEMENT FORM – AIA – STIPULATED SUM

1.1 SUMMARY

- A. Document Includes:
 - 1. Contract Agreement.
- B. Related Documents:
 - 1. Document 007214 - General Conditions – AIA Stipulated Sum.
 - 2. Document 007313 - Supplementary Conditions - AIA.

1.2 CONTRACT AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. THIS AGREEMENT, made and entered into as of the _____ day of _____ in the year of Two Thousand and ____ by and between _____ hereinafter and in the Contract Documents called "Contractor" and the CITY OF COLUMBIA, hereinafter and in the Contract Documents called "Owner."
- B. WITNESSETH: That for and in consideration of the mutual covenants and agreements, hereinafter stated, Contractor and Owner covenant and agree as follows:
- C. THE CONTRACT WORK:
 - 1. Contractor covenants and agrees to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to perform all Work required by the Contract Documents, for the Project entitled:
 - a. CITY HALL ROOF REPLACEMENT
CITY HALL
700 NORTH GARDEN STREET
COLUMBIA, MAURY COUNTY, TENNESSEE
HR# 350-1234

as shown on Drawings and described in Specifications prepared by Hurst-Rosche, Inc., Nashville, TN, acting as, and in these Contract Documents referred to as Architect/Engineer and covenants and agrees to do and perform all acts and things required of Contractor by this Contract and the Contract Documents.
- D. TIME OF COMPLETION:
 - 1. The project must be complete and ready to operate by the Due Date, which is either December 13, 2024 or (45) days after Contract Execution, whichever is later. A penalty of \$100.00 shall be deducted from the final payment for EACH CALENDAR DAY the system is not able to operate after the Due Date given above. Further, the final payment shall be withheld until the Construction Inspector agrees that all provisions of these specifications have been satisfactorily accomplished.

E. CONTRACT SUM AND TERMS OF PAYMENT:

1. Contract Sum: The Owner, if Contractor shall faithfully fulfill and perform this Contract, covenants and agrees to pay Contractor in current funds, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of _____ Dollars (\$ _____), which sum shall constitute the Contract Sum, said Contract Sum being derived from Contractor's Bid dated _____. It is understood and agreed that should there be any increase in wage rates, or in cost of materials or equipment, or in any other of Contractor's costs or should Contractor be compelled to pay premium wages, or for overtime work, during the life of this Contract and/or prior to completion of Contractor's work thereunder, Contractor shall absorb all such increased costs, without addition to the Contract Sum except when otherwise expressly provided in Contract Documents.
2. Payments: Owner shall make payments for work performed under the Contract as provided in Article Nine of the General Conditions and in accordance with other applicable articles of the Supplementary Conditions and Contract Documents.
3. Contractor's Fees for Changes in Work: In accordance with Contractor's bid, it is agreed that the following percentages for overhead and profit shall be applied on work added to or omitted from the Contract by written Change Order approved by Architect and Owner in advance of performance of the work.

Additional Work performed by:

- | | |
|---------------------|-------------------------|
| 1. Own Forces ____% | 2. Subcontractors ____% |
|---------------------|-------------------------|

Omitted Work originally required by:

- | | |
|---------------------|-------------------------|
| 1. Own Forces ____% | 2. Subcontractors ____% |
|---------------------|-------------------------|

Note: Taxes (when applicable) are considered as incidentals, as well as bonds and insurance costs and are not included in the percentages listed above nor should they be added to change orders submitted.

F. CONTRACT DOCUMENTS:

1. Contract Documents include the Contract Agreement, Contractor's Bid as accepted by Owner, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and all Addenda issued prior to, and all Modifications issued after execution of the Contract Agreement.
2. Bidder's attention is directed to the fact that all Federal and Tennessee State Laws, municipal ordinances and regulations of any and all authority having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

H. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

1. Upon acceptance of the Contractors bid the Contractor shall be required to procure and pay for a Performance Bond, and Labor and Material Payment Bond in an amount equal to 100 percent of the bid amount. Bonds shall comply with all laws of the State of Tennessee governing public contracts let by government units.
2. The City of Columbia shall receive the Performance Bond, and Labor and Material Payment Bond, both required herein, prior to work commencement.

I. IN WITNESS HEREOF, the parties hereto have executed this agreement as of the day and year first written above.

OWNER:

CITY OF COLUMBIA

BY _____

TITLE _____

CONTRACTOR:

Attest:

BY _____
Secretary

BY _____

TITLE _____

(Corporate Seal)

END OF DOCUMENT

CONTRACTOR'S AFFIDAVIT FOR FINAL COMPLETION
(To be filed with final request for payment)

STATE OF _____)

COUNTY OF _____)

_____, being
first duly sworn upon oath deposes and says:

That he/she is _____ of _____

hereinafter termed "The Contractor" for all work upon the hereinafter termed "Said Project," work for the CITY OF COLUMBIA, under that certain contract between said Contractor and said Owner, bearing date of _____ pertaining to said work.

Affiant further states, of his/her own knowledge, that all bills incurred by the Contractor, for services, labor and material furnished, for work done by the Contractor under said Contract, or in connection with said project have been paid and all subcontractors who have furnished services, labor or materials have no claim or demand against Owner for any services, labor and/or materials furnished and/or work done by them upon said Project.

Affiant further states that this affidavit is made on behalf of the Contractor for the purpose of obtaining payment of the sum of

_____ (\$ _____) dollars, which affiant states, upon his/her own knowledge, constitutes the full balance due the Contractor for all services, labor and materials furnished and work done to and upon Said Project by the Contractor whether under and pursuant to provisions of said Contract and all subsequent modifications thereof and changes therein or otherwise; and that payment of the sum to the Contractor will constitute payment in full on everything due for such services, labor, materials and work, and will fully satisfy any and all claims or demands which Contractor may have or assert against said Owner, arising out of anything done or furnished by the Contractor or occurring in connection with said Project and/or Contract.

CONTRACTOR

By _____

Title _____

Subscribed and Sworn to before me the _____ day of _____, 20____.

NOTARY PUBLIC

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(PARTIAL) (FINAL)
WAIVER OF LIEN

STATE OF _____

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by the City of Columbia, herein after known as the OWNER,

To Furnish: _____

For the project known as: CITY HALL ROOF REPLACEMENT

For the premises known as: COLUMBIA CITY HALL

Address: 700 North Garden Street, Columbia, TN 38401

THE undersigned, for and in consideration of the dollar amount shown below and other good and valuable considerations, do(es) hereby waive and release under the mechanics' lien statutes of the State where the project premises are located, to the extent of the payment recited below is received by the undersigned and is applicable to lienable labor, services, materials, fixtures, or apparatus, any and all lien or claim or right of lien on the above-described premises and the improvements, fixtures and appurtenances thereon, and on the monies or other considerations due or to become due from the Owner and on all other project-related monies from whatever source, on the account of the above-mentioned labor, services, materials, fixtures, or apparatus furnished by the undersigned for or in connection with the above-described premises.

(Payment amount written in long form)

PAYMENT AMOUNT _____

(Company Name)

(Address)

(City/State/Zip)

(Signature of Officer)

Sworn to and subscribed before me this ____ day of _____.

(Notary Public)

My commission expires: _____

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AFFIDAVIT OF PAYMENT TO MATERIAL SUPPLIERS AND SUBCONTRACTORS

STATE OF _____

COUNTY OF _____

_____, being first duly sworn upon oath
deposes and says, that he/she entered into a Contract with the CITY OF COLUMBIA, known as the
Owner, for furnishing of labor, work services, materials, fixtures, and supplies for CITY HALL ROOF
REPLACEMENT at the following described real estate: CITY HALL, 700 NORTH GARDEN STREET,
COLUMBIA, TENNESSEE.

That for the purpose of said Contract, the following persons, firms or corporations have been contracted
with to furnish, have furnished or prepared, or will furnish or prepare labor, services, materials, fixtures,
apparatus, machinery or supplies, or are furnishing and preparing material for said construction; that there
are due or to become due to them respectively, the amounts set opposite their names for said labor,
services, materials, fixtures, apparatus, machinery and supplies as stated; that there are no other
contractors outstanding and there is nothing due or to become due any person, firm, or corporation, for
labor, services, materials, fixtures, machinery, apparatus, or supplies, other than as stated herewith.

MATERIAL SUPPLIER AND/OR SUBCONTRACTOR	CONTRACT ITEM	CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT DUE OR TO BECOME DUE
--	------------------	--------------------	---------------------------	-----------------------------------

CONTRACTOR

Subscribed and sworn to before me, a Notary Public, this _____ day of _____; A.D.
20____.

NOTARY PUBLIC

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CONSENT OF SURETY COMPANY TO FINAL PAYMENT
(To be filed with final request for payment)

PROJECT:

TO (Owner):
(Name, address)

CONTRACTOR:
(Name, address)

CONTRACT DATE:

BOND NO.:

In accordance with the provisions between Owner and Contractor indicated above, _____

_____, SURETY COMPANY, hereby
approves of final payment to Contractor, and agrees that final payment to Contractor shall not relieve
Surety Company of any of its obligations to Owner, as set forth in Surety Company's bond.

IN WITNESS WHEREOF, Surety Company has hereunto set its hand this _____ day of
_____, 20____.

Attest:

(Seal):

Surety Company

Signature of Authorized Representative

Title

City Hall Roof Replacement
HR # 350-1234

Consent Of Surety Company To Final Payment
006550 - 1

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DOCUMENT 007214 - GENERAL CONDITIONS – AIA STIPULATED SUM

1.1 SUMMARY

- A. Document Includes:
 - 1. General Conditions.
- B. Related Documents:
 - 1. Document 005214 – Agreement Form – AIA Stipulated Sum.
 - 2. Document 007313 – Supplementary Conditions - AIA.

1.2 GENERAL CONDITIONS

- A. AIA Document A201-2007, General Conditions of the Contract for Construction, is the General Conditions of the Contract.

1.3 SUPPLEMENTARY CONDITIONS

- A. Refer to Document 007313 for modifications to General Conditions.

END OF DOCUMENT

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DOCUMENT 007313 - SUPPLEMENTARY CONDITIONS - AIA

1.1 SUMMARY

- A. Document Includes:
 - 1. General Conditions.
 - 2. Supplementary Conditions.
- B. Related Documents:
 - 1. Document 004113 – Bid Form – Stipulated Sum
 - 2. Document 005214 – Agreement Form - AIA

1.2 GENERAL CONDITIONS

- A. The General Conditions of the Contract for Construction, AIA Document A201, Sixteenth Edition, 2007, Articles 1 through 15, is a part of this Contract and is incorporated herein as fully as if here set forth. Copies of the General Conditions are on file and may be reviewed at the offices of the Architect, or may be obtained from the American Institute of Architects, St. Louis Chapter, 911 Washington St., #225, St. Louis, Missouri 63101-1203.

1.3 SUPPLEMENTARY CONDITIONS

- A. The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction," AIA Document A201, Sixteenth Edition, 2007. Where any Article of the General Conditions is modified or changed or any Paragraph, Subparagraph or Clause thereof is modified, changed or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1.4 REFERENCE TO DIVISION 01

- A. Where provisions of General Conditions relate to project administrative or work-related requirements of the Contract, and those provisions differ from those specified in Division 01, provisions outlined in Division 01 shall prevail.

1.5 ARTICLE 1: GENERAL PROVISIONS

- A. 1.5.1 In the second line following the word "Specifications" insert the words "and Project Manual,".
- B. 1.6 TRANSMISSION OF DATA IN DIGITAL FORM: Add new subparagraph 1.6.1:

1.6.1 Electronic drawings provided by the Owner or Architect are for informational purposes only and are not intended for any other use. The paper copies provided are a true representation of the completed design and if discrepancies should exist

between the paper copy and the electronic copy, the paper copy shall govern.

- C. Delete Subparagraph 1.1.8 its entirety and substitute the following:

1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2. If the Initial Decision Maker is not specifically identified in the Agreement, the responsibilities of the Initial Decision Maker shall default to the Architect.

- D. DEFINITIONS: Add Paragraph 1.1.9

1.1.9 PROJECT MANUAL

The Project Manual is the collection of documents which includes the bidding requirements, sample forms and, certain Contract Documents such as the Conditions of the Contract and the Specifications.

1.6 ARTICLE 2: OWNER

- A. 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER:

- B. Delete Subparagraphs 2.2.3 and 2.2.5 in their entireties and substitute the following:

2.2.3 The Owner shall, at the request of the Contractor, furnish to Contractor any survey or other similar descriptive information of project site that Owner has in his possession. Upon demonstration of need by Contractor for specific additional survey information, Owner shall obtain and furnish such information to Contractor.

2.2.5 Contractor will be furnished, free of charge, 4 copies of Drawings, Specifications, and Project Manual as set forth in Division 1 of the Specifications. Additional copies will be furnished to Contractor at cost of reproduction, postage and handling.

1.7 ARTICLE 3: CONTRACTOR

- 3.2. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR: Add Subparagraphs 3.2.5 and 3.2.6:

3.2.5 The Contractor by executing the Contract represents that he has carefully examined the Site of the Work at each location and that he has full knowledge of and fully understands the facilities, site conditions, difficulties and restrictions attending performance of the Work. Contractor further represents that he has taken all required measurements and carefully inspected existing constructions, irregularities and interferences which may affect the Work. No additional compensation will be allowed for conditions increasing Contractor's cost which were not known to or appreciated by him prior to executing the Contract if they

could have been discovered by him following the foregoing procedures and thoroughly informing himself of all existing conditions affecting the Work.

3.2.6 Contractor will not, however, be required to excavate, penetrate or demolish any constructions or other work and conditions prior to executing the Contract in order to uncover and/or expose concealed conditions that affect the Work. If, during course of construction, Contractor uncovers conditions that affect the work that could not have been known and understood by the above described careful examination of conditions affecting the Work, he shall promptly notify the Architect, in writing, who will determine if claims for additional costs or extensions of time are justified. If such claims are found to be justified, Contract will be modified in accordance with Article 7 of the General Conditions.

1.8 ARTICLE 4: ARCHITECT

A. 4.1 GENERAL: Delete Subparagraph 4.1.1 in its entirety and substitute the following:

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

1.9 ARTICLE 5: SUBCONTRACTORS

A. 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK: Add new Subparagraph 5.2.1.1.:

5.2.1.1. Within ten (10) days of notification of acceptance of his proposal, Contractor shall submit the names of those to whom he intends to award a Subcontract.

1.10 ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

A. 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS: Delete Subparagraph 6.1.3 in its entirety and substitute the following:

6.1.3 General Contractor shall have responsibility of coordinating efforts of all contractors and to maintain overall direction of job progress. Each Contractor shall coordinate operational methods with other contractors and encourage communications among all trades. All Contractors shall make other contractors aware of any problems, delays in materials shipments or lack of work force, and assist other contractors in maintaining job momentum and direction of overall project.

1.11 ARTICLE 9: PAYMENTS AND COMPLETION

A. 9.3 APPLICATIONS FOR PAYMENT: Add new Subparagraph 9.3.1.3:

9.3.1.3.: Until Substantial Completion, the Owner will pay 90 percent of the amount due Contractor on account of approved progress payments.

1.12 ARTICLE 11: INSURANCE AND BONDS

A. 11.1.1 In the first line following the word "maintain," insert the words "in a company or companies licensed to do business in the state in which the project is located and rated 'A' or better by A.M. Best Co.."

B. Add new Subparagraph 11.1.1.9:

11.1.1.9 General Liability Insurance shall be comprehensive, on occurrence, and shall include:

- Premises and Operations.
- Independent Contractors.
- Products and Completed Operations.
- Broad Form Property Damage.
- Personal Injury.
- Explosion, Collapse and Underground damage where the hazard exists.
- Contractual liability.

C. Add the following Sub-Subparagraphs to Subparagraph 11.1.2:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be on a project specific basis and written for not less than the following, or greater if required by law:

1. Worker's Compensation:

- a. State: Statutory
- b. Applicable Federal: Statutory
- c. Employer's Liability: \$500,000

2. Comprehensive General Liability:

- a. Bodily Injury:
\$1,000,000 Combined Single Limit
- b. Property Damage:
\$1,000,000 Combined Singled Limit

Limit Coverage for bodily injury and property damage per occurrence and in the same aggregate limit will be accepted in lieu of the separate limits specified above.

3. Personal Injury:

\$ 1,000,000	Combined single limit including owned non-owned, and hired motor vehicle.
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4. Comprehensive Automobile Liability:

a. Bodily Injury:

\$1,000,000	Combined single limit including owned, non-owned, and hired motor vehicle.
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b. Property Damage:

\$1,000,000	Combined single limit including owned, non-owned, and hired motor vehicle
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c. \$1,000,000	Combined Single
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Limit coverage for bodily injury and property damage per occurrence and in the same aggregate limit will be accepted in lieu of the separate limits specified above.

11.1.2.2 Umbrella Form Liability Coverage:

An Umbrella Form Liability coverage to not less than \$2,000,000 for any one occurrence and subject to the same aggregate over the Employer's Liability, Comprehensive General Liability, and Comprehensive Automobile Liability coverage is required.

D. Add the following Subparagraph 11.1.3.1:

11.1.3.1 Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by Paragraph 11.1. The Certificate of Insurance is to be accompanied by AIA Document G715TM-1997 (Supplemental Attachment for ACORD Certificate of Insurance 25-S). Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. The Contractor shall furnish to the Owner notice of any policy cancellation at least 30 days (10 days for non payment of premiums) prior to the effective date of cancellation. The Contractor shall submit copies of subcontractor's Certificates of Insurance prior to the beginning of work.

- E. Add the following Subparagraph 11.1.4.1:

11.1.4.1 The Owner and Architect shall be named as additional insureds on ISO form 20331001 by endorsement for the purpose of coverage only with no liability for premium payments. All policies and coverages shall include a waiver of subrogation in favor of the Owner, Architect, and all subconsultants.

- F. 11.3. PROPERTY INSURANCE: Delete Subparagraph 11.3.1 in its entirety and substitute the following:

11.3.1: The General Contractor shall be responsible to maintain property (builder's risk) insurance upon the completed value of all work at the site under this contract to the full insurable value thereof. This insurance shall include the interests of the Owner, the General Contractor, Subcontractors, and Sub-subcontractors in the work and as their interests may appear in the work, and shall be an all-risk type policy, including theft, subject to the exclusions generally accepted in the insurance industry. This coverage is not intended to, and shall not, provide coverage for tools, equipment, scaffolding, forms, or other devices used by the Contractors or Subcontractors in performing work under this contract.

11.3.1.2 Delete this Paragraph in its entirety.

- G. Delete Subparagraphs 11.3.1.3 in its entirety and substitute the following:

11.3.1.3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

1.13 ARTICLE 13: MISCELLANEOUS PROVISIONS

- A. Add new paragraph 13.8 as follows:

13.8 REFERENCED STANDARDS

13.8.1 No provision of any referenced standard specification, manual or code; whether or not specifically incorporated by reference in the Contract Documents; shall be effective to change the duties and responsibilities of Owner, Contractor or Architect, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Architect, or any of Architect's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Articles 1 through 15.

END OF SECTION

DOCUMENT - 00 86 00 – DRAWINGS, SCHEDULES, & DETAILS

<u>DRAWING NO.</u>	<u>TITLE</u>
G-101	COVER SHEET
G-102	GENERAL NOTES
G-103	SITE PLAN AND STAGING
A-101	ROOF PLAN
A-601	ROOF DETAILS
A-602	ROOF DETAILS CONT.

All Drawings dated 08-30-2024.

END OF SECTION

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SECTION 01 10 00 - SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Contractor's use of site and premises.
- C. Owner occupancy.
- D. Specification Conventions.
- E. Contractor's Duties.
- F. Contract Documents.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes:
SCOPE OF WORK: The work consists of new TPO membrane roofing system, roof insulation, and roof accessories as indicated on project documents, as well as sufficient demolition and roof preparation to perform the roofing work.
- B. Perform Work of Contract under stipulated sum contract with Owner in accordance with Conditions of Contract.

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Use of site and premises by the public.
- B. Construction Operations: Limited to areas noted on Drawings.
- C. Allow for public use of all adjoining streets and sidewalks.
- D. Light duty vehicle parking is permitted. All parking lots and sidewalks are to be restored to their original condition.

1.4 OWNER OCCUPANCY

- A. The Owner will occupy the site and premises during the entire period of construction.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

- C. Schedule the Work to accommodate Owner occupancy.

1.5 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.
- B. No changes, additions or deletions to these specifications are permitted without the written permission of the Architect/Engineer, and in no case will the Contractor be eligible for additional payment for any change, addition or deletion of any work without a separate written change order agreement executed by the City of Columbia.

1.6 CONTRACTOR’S DUTIES

- A. The Contractor shall furnish all labor, materials, equipment, tools, construction equipment, and specialty items as well as provide supervision, direct the work, inspect, test and provide whatever effort, service or materials that may be required to complete the work as specified.
 - 1. All work must be done in a workmanlike manner.
 - 2. The entire work area and site must be left in a clean and orderly manner. No leftover equipment, materials, supplies, tools, trash etc. may be left on the City property. Disposal of all equipment removed, trash, etc. is the responsibility of the contractor and is a specific condition of the bid.
 - 3. No structural member shall be cut without the WRITTEN approval of the Architect/Engineer, and all such cutting shall be done in a manner directed by him.
 - 4. No electric arc welding or cutting torch cutting shall be done in the building.
 - 5. Decisions regarding the acceptability of the project and with regard to any discrepancies with these specifications shall be at the sole discretion of the Architect/Engineer.
- B. Subcontractors – No Subcontractors shall be permitted without the express written permission of the Architect/Engineer.
- C. Except as specifically noted, Contractor shall provide and pay for:
 - 1. All labor, materials, and equipment used for construction of and/or incorporated into the project.
 - 2. All tools, construction equipment and machinery.
 - 3. Required building permits, and all inspection fees by governmental authorities.
 - 4. Other facilities and services necessary for proper execution and complete of work.
- D. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.
- E. Promptly submit written notice to Architect/Engineer of observed variance of contract documents from legal requirements.

1. It is not the Contractor's responsibility to make certain that drawings and specifications comply with codes and regulations.
 - a. Appropriate modifications to contract documents will account for/reflect necessary changes.
 - b. Assume responsibility for work known to be contrary to such requirements if written notice is not provided by the Contractor to the Architect.
- F. Enforce strict discipline and good order among employees.
- G. Do not unreasonably encumber site with materials or equipment.
- H. Do not load structure with weight that will endanger structure.
- I. Assume full responsibility for protection and safe-keeping of products stored on premises.
- J. Move any stored products which interfere with operations of Owner or other Contractors.
- K. Obtain and pay for use of additional storage or work areas needed for operations.
- L. All members of work crews must remain fully clothed and refrain from using obscene or profane language during these same time parameters.
- M. Contractor shall maintain building free from entrance of water at all times during construction.
- N. Contractor shall furnish, erect and maintain temporary ladders, ramps, or hoists as may be required for performance of his work.
 1. All such equipment shall be substantially designed, constructed, and maintained in accordance with applicable federal, state, and local laws, ordinances, and regulations, and shall be promptly removed when no longer needed.
- O. Contractor shall design, furnish, erect, maintain, and move all ladders and scaffolding required for this work.
 1. All ladders and scaffolding shall be designed, constructed, and maintained in accordance with applicable federal, state, and local law, ordinances, and regulations, and shall be promptly removed when no longer needed.

1.7 CONTRACT DOCUMENTS

- A. Contractor will be furnished free of charge two (4) copies of drawings and specifications.
- B. On request, additional copies will be furnished to Contractor at cost of reproduction, postage and handling.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Applications for payment.
- C. Change procedures.
- D. Defect assessment.
- E. Alternates.

1.2 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization, bonds and insurance.
- D. Include in each line item, amount of Allowances specified in this section.
- E. Each line item shall be broken out to represent labor and materials cost separately.
- F. Include separately from each line item, direct proportional amount of Contractor's overhead and profit.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.

1.3 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702-Application and Certificate for Payment.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Submit Certified Transcript of Payroll forms for the given pay period, demonstrating compliance with prevailing wage requirements.

- E. Payment Period: Submit applications for payment to Architect/Engineer for processing no later than 10 days prior to date established for progress payment meeting.
- F. Submit with transmittal letter as specified for Submittals in Section 013300.
- G. Submit lien waivers.
 - 1. The Contractor shall provide Waivers of Lien satisfactory to the City of Columbia covering all labor and material suppliers related to the job.
 - 2. The Contractor's request for final payment shall include final lien waivers for the Contractor and for all subcontractors and suppliers in the full amount of their contracts. Final lien waivers are not required for subcontractors and suppliers whose subcontracts and purchase orders or agreements are less than \$500 unless otherwise requested by the City.
- H. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Partial release of liens from major subcontractors and vendors.
 - 2. Affidavits attesting to off-site stored products.
 - 3. Construction progress schedules revised and current.
- H. Application for Progress Payment No. 1 shall be accompanied by a notarized statement on Contractor's letterhead as follows:
 - 1. I certify that the funds requested for the accompanying Pay Request No. 1 will be used to pay all just and lawful bills against the undersigned and his subcontractors for labor, material and equipment employed in the performance of the work. I further certify that such bills will be paid no later than ten (10) calendar days from date of receipt of the Owner's disbursement.
 - 2. Execute statement with signature of a responsible officer of contracting firm.
- I. Each subsequent application for progress payment shall be accompanied by the following supporting documents:
 - 1. Partial or final waivers of lien in monetary amount from Contractor, each material supplier and/or subcontractor reflecting amounts incorporated into preceding request for progress payment.
 - 2. A notarized Affidavit of Payment to Material Suppliers and Subcontractors.
 - a. Affidavit shall be submitted in exact text as exhibit furnished by Architect/Engineers, signed by Contractor or Subcontractor.
 - b. Include unit item, actual amount of contract without overhead or profit, amount paid to date, and amount to become due (balance of account).
- J. Progress payments will be made for materials and equipment not incorporated in the work provided that:
 - 1. Such materials and equipment have been delivered to and suitable stored at site or some other location approved in writing by Owner and Architect/Engineer. All such materials stored off-site shall be marked or tagged with identification of project to which they are assigned.
 - 2. Contractor submits evidence of title to such materials and equipment.

3. Care and custody of such materials and equipment and all costs incurred for movement and storage shall be responsibility of Contractor.
 4. Such materials and equipment are suitably insured by Contractor. Contractor shall submit a certificate of insurance showing the Owner as an additional insured and showing amount of insurance overage of suitable proof that material and equipment are stored in a bonded warehouse.
- K. Final payment, including remaining balance of the contract and retainage, will be made upon acceptance of all work on final completion. The following documentation is to be provided in conjunction with request for final payment.
1. Application for final payment.
 2. Certificate of Final Acceptance.
 3. Contractor's Final Declaration, including Surety's Power of Attorney and Jurat (Notary's Statement Authenticating Signature).
 4. Final Waiver(s) of Lien from Contractor in full amount of contract as reflected on the application for final payment, and from subcontractor(s)/supplier(s) in the full amount of their contract as reflected on the application for final payment.
 5. Construction Schedule of Values reflecting final allowances.
 6. Submit with transmittal letter as specified for Submittals in Section 013300.
- L. Refer to Section 017000 for additional and related closeout procedures and requirements.

1.4 CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in writing.
- C. The Architect/Engineer may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within seven days.
- D. Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors.
- E. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Architect/Engineer.

- F. Architect/Engineer may issue directive, on Hurst-Rosche, Inc. Change Order form signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- G. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- H. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- I. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.
- J. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- K. Correlation Of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 - 3. Promptly enter changes in Project Record Documents.

1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Architect/Engineer.
- D. Defective Work will be partially repaired to instructions of Architect/Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Architect/Engineer.
- E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Architect/Engineer to assess defects and identify payment adjustments, is final.

- G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable.
 2. Products determined as unacceptable before or after placement.
 3. Products not completely unloaded from transporting vehicle.
 4. Products placed beyond lines and levels of required Work.
 5. Products remaining on hand after completion of the Work.
 6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Pre-installation meetings.
- E. Cutting and patching.
- F. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's occupancy.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Architect/Engineer will schedule meeting after Notice of Award.

- B. Attendance Required: Owner, Architect/Engineer, and Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing parties in Contract and Architect/Engineer.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
- D. Architect/Engineer will record minutes and distribute copies with reasonable promptness after meeting to participants, with copies to Owner, and those affected by decisions made.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Architect/Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to Work.
- E. Architect/Engineer will record minutes and distribute copies with reasonable promptness after meeting to participants, with copies to Owner, and those affected by decisions made.

1.5 PRE-INSTALLATION MEETINGS

- A. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific section.
- C. Notify Architect/Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Architect/Engineer will record minutes and distribute copies with reasonable promptness after meeting to participants, with copies to Owner, and those affected by decisions made.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.

- F. Restore Work with new products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of penetrated element.
- J. Refinish or restore surfaces and finished to match existing finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- K. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

3.2 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces. See Drawings for more specifics on abandoned items and work required to existing insulation in the attic space.
- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original condition.
- I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to renewed condition for each material, with neat transition to adjacent finishes.
- J. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

- K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.
- L. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition; to Architect/Engineer for review.
- M. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- N. Finish surfaces as specified in individual product sections.

END OF SECTION

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SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Design data.
- G. Test reports.
- H. Certificates.
- I. Manufacturer's instructions.

1.2 SUBMITTAL PROCEDURES

- A. **Transmit each submittal with shop drawing submittal form found at the end of this section. A copy of the submittal form must be attached to each copy of the submittal; if not, the submittal will be rejected and returned to the Contractor.**
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.

- H. Allow space on submittals for Contractor and Architect/Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within 15 days after date of Owner-Contractor Agreement. After review, resubmit required revised data within ten days.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit computer generated horizontal bar chart with separate line for each major portion of Work or operation, identifying first work day of each week.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including products identified under Allowances, and dates reviewed submittals will be required from Architect/Engineer. Indicate decision dates for selection of finishes.
- I. Indicate delivery dates for products identified under Allowances.
- J. Revisions To Schedules:
 - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
 - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
 - 3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

1.4 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

- A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus 3 copies Architect/Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 017000.

1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.

- D. Submit number of opaque reproductions Contractor requires, plus 3 copies Architect/Engineer will retain.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 017000.

1.7 DESIGN DATA

- A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.8 TEST REPORTS

- A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.9 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.10 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.11 ERECTION DRAWINGS

- A. Submit drawings for Architect/Engineer's benefit as contract administrator or for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION



HURST-ROSCH, INC.

SHOP DRAWING SUBMITTAL

PROJECT: CITY HALL ROOF REPLACEMENT
COLUMBIA CITY HALL
700 NORTH GARDEN STREET
COLUMBIA, MAURY COUNTY, TENNESSEE

DATE: _____

A/E PROJECT NO: HR# 350-1234

CONTRACTOR: _____

PRESENTED BY:
(Subcontractor/Supplier)

Company Name

Address

Phone/Fax

Contact Person

ITEM: _____

SPEC SECTION: _____

By approving and submitting these shop drawings, product data and samples, we represent that we have determined and verified all materials, field measurements and field construction criteria related thereto, or will do so, and that we have checked and coordinated information contained within submittal with requirements of the work and contract documents.

Contractor's Signature

Date

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances.
- C. References.
- D. Examination.
- E. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary water service.
 - 3. Temporary sanitary facilities.
- B. Construction Facilities:
 - 1. Vehicular access.
 - 2. Parking.
 - 3. Progress cleaning and waste removal.
- C. Temporary Controls:
 - 1. Barriers.
 - 2. Enclosures and fencing.
 - 3. Security.
 - 4. Water control.
 - 5. Dust control.
 - 6. Noise control.
 - 7. Pest control.
 - 8. Pollution control.
 - 9. Rodent control.
- D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

- A. Owner will pay cost of energy used. Exercise measures to conserve energy. Utilize Owner's existing power service.
- B. Complement existing power service capacity and characteristics as required for construction operations.
- C. Permanent convenience receptacles may not be utilized during construction.
- D. Provide flexible power cords as required for portable construction.

1.3 TEMPORARY WATER SERVICE

- A. Owner will pay cost of temporary water. Exercise measures to conserve energy. Utilize Owner's existing water system, extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.

1.4 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

1.5 VEHICULAR ACCESS

- A. Use designated existing on-site roads for construction traffic.

1.6 PARKING

- A. Use of designated existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
- B. Use of designated areas of existing parking facilities used by construction personnel is permitted.
- C. Do not allow heavy vehicles or construction equipment in parking areas.
- D. Maintenance:
 - 1. Maintain traffic and parking areas in sound condition.
 - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

1.7 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.8 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.9 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water.

1.10 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.11 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.12 PEST CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work or entering facility.

1.13 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

1.14 RODENT CONTROL

- A. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.
- F. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.

- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during bidding period to requirements specified in this section.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for Substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.

- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
 - 3. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.
- B. Cord and Plug: Furnish minimum 6-foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Starting of systems.
- D. Demonstration and instructions.
- E. Protecting installed construction.
- F. Project record documents.
- G. Operation and maintenance data.
- H. Manual for materials and finishes.
- I. Manual for equipment and systems.
- J. Spare parts and maintenance products.
- K. Product warranties and product bonds.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Provide submittals to Architect/Engineer required by authorities having jurisdiction.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Provide a notarized Affidavit for Final Completion in exact text as exhibit furnished by Architect/Engineer, signed by Contractor.
- E. Owner will occupy all of building as specified in Section 011000.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect/Engineer and Owner three days prior to start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative and Owner's personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 013300 that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel one week prior to date of Substantial Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- F. Required instruction time for each item of equipment and system is specified in individual sections.

1.6 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

1.7 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.

5. Reviewed Shop Drawings, Product Data, and Samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
 - C. Store record documents separate from documents used for construction.
 - D. Record information concurrent with construction progress, not less than weekly.
 - E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
 - F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 1. Measured depths of foundations in relation to finish [first] [main] floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.
 - G. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.8 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names,

addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:

- a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
- a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photocopies of warranties and bonds.

1.9 MANUAL FOR MATERIALS AND FINISHES

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit two sets of revised final volumes in final form within 10 days after final inspection.
- E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.
- F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- H. Additional Requirements: As specified in individual product specification sections.
- I. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.10 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned [after final inspection], with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit two sets of revised final volumes in final form within 10 days after final inspection.
- E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- G. Include color coded wiring diagrams as installed.
- H. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.
- I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- J. Include servicing and lubrication schedule, and list of lubricants required.
- K. Include manufacturer's printed operation and maintenance instructions.
- L. Include sequence of operation by controls manufacturer.
- M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- N. Include control diagrams by controls manufacturer as installed.
- O. Include Contractor's coordination drawings, with color coded piping diagrams as installed.

- P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- R. Include test and balancing reports as specified in Section 014000.
- S. Additional Requirements: As specified in individual product specification sections.
- T. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

1.11 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

1.12 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time Of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 - 2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 01 10 00 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 07 59 10 "Preparation for Reroofing" for specific information on roofing demolition.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.4 PREINSTALLATION MEETINGS

- A. Pre-Demolition Conference: Conduct conference at the project site.
1. Inspect and discuss condition of construction to be selectively demolished.

2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
4. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Coordination of Owner's continuing occupancy of existing building.
- B. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations.
- C. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.8 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify the Designer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.9 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
 - 1. Inventory and record the condition of items to be removed and salvaged.

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
 - 1. Arrange to shut off utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect and remove HVAC systems, equipment, and components indicated on Drawings to be removed.

- a. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
- B. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 5. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
 - 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 8. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Designer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. See Sections "07 57 00 Coated Foamed Roofing" for new roofing requirements.
1. Remove existing roof membrane, flashings, and roof accessories, as shown on drawings.
 2. Remove existing roofing system down to substrate. Salvage polyisocyanurate insulation boards for re-installation.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.9 SELECTIVE DEMOLITION SCHEDULE

- A. Remove: Entirety of Roof as indicated on the Drawings.

END OF SECTION

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SECTION 06 10 00 – ROUGH CARPENTRY

PART 1 -GENERAL

1.1 SECTION INCLUDES

- A. Wood Framing
- B. Structural Plywood Panels
- C. Engineered Framing
 - 1. Parapet cap engineered framing system.

1.2 REFERENCE STANDARDS

- A. American National Standards Institute / American Hardboard Association:
 - 1. ANSI/AHA A135.4 - Basic Hardboard.
- B. American Wood Protection Association:
 - 1. AWPAC M4 - Standard for the Care of Preservative-Treated Wood Products.
 - 2. AWPAC U1 - Use Category System: User Specification for Treated Wood.
- C. APA - The Engineered Wood Association:
 - 1. APA - Plywood Design Specification, including supplements.
 - 2. APA PS 1 - Voluntary Product Standard - Structural Plywood.
- D. ASTM International:
 - 1. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - 2. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
 - 3. ASTM D2559 - Standard Specification for Adhesives for Bonded Structural Wood Products for Use Under Exterior Exposure Conditions.
 - 4. ASTM D5456 - Standard Specification for Evaluation of Structural Composite Lumber Products.
 - 5. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 6. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
 - 7. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
- E. National Lumber Grades Authority:
 - 1. NLGA - Standard Grading Rules for Canadian Lumber.
- F. Northeastern Lumber Manufacturers Association:
 - 1. NELMA - Standard Grading Rules for Northeastern Lumber.
- G. Southern Pine Inspection Bureau:
 - 1. SPIB - Standard Grading Rules for Southern Pine Lumber.

- H. U.S. Department of Commerce National Institute of Standards and Technology:
 - 1. DOC PS 1 - Structural Plywood.
 - 2. DOC PS 2 - Performance Standard for Wood-Based Structural-Use Panels.
 - 3. DOC PS 20 - American Softwood Lumber Standard.
- I. West Coast Lumber Inspection Bureau:
 - 1. WCLIB Standard 17 - Grading Rules for West Coast Lumber.
- J. Western Wood Products Association:
 - 1. WWPA - Western Lumber Grading Rules.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer information on sheathing, wood preservative materials, and application instructions.
- B. Evaluation Reports: For preservative-treated wood products, from ICC-ES.

1.4 QUALITY ASSURANCE

- A. Perform Work according to:
 - 1. Lumber Grading Agency: Certified by DOC PS 20.
 - 2. Wood Structural Panel Grading Agency: Certified by APA - The Engineered Wood Association.
 - 3. Lumber: DOC PS 20.
 - 4. Wood Structural Panels: DOC PS 1 or PS 2.
- B. Surface-Burning Characteristics:
 - 1. Fire-Retardant-Treated Materials: Maximum 25/450 flame-spread/smoke-developed index when tested according to ASTM E84.
- C. Apply label from agency approved by authority having jurisdiction to identify each preservative-treated and fire-retardant-treated material.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Miscellaneous Framing: Stress Group D, S/P/F Species, Grade 2, 19 percent maximum moisture content after treatment, pressure preservative treat.

- B. Lumber Grading Rules and Wood Species to be in conformance with Voluntary Product Standard DOC PS 20: Grading rules of the following associations apply to materials furnished under this section:
 - 1. Northeastern Lumber Manufacturer's Association, Inc. (NELMA).
 - 2. National Lumbar Grades Authority (NLGA).
 - 3. Northern Softwood Lumber Bureau (NSLB).
 - 4. Southern Pine Inspection Bureau (SPIB).
 - 5. West Coast Lumber Inspection Bureau (WCLIB).
 - 6. West Wood Products Association (WWPA).
- C. Provide preservative treatment for members as required by this Section or if indicated as "treated" in the Structural Drawings.
- D. Plywood: APA/EWA Rated Sheathing Structural I, Grade C-D; Exposure Durability 2; un-sanded.
- E. Parapet Cap Engineered Framing System Basis of Design: StrandGuard TimberStrand LSL 1.30E Engineered Lumber by PreBuck Engineered Framing Systems or comparable products by other manufacturers approved by A/E at time of Bid within accordance of provisions detailed in General Conditions and Division 01 – General Requirements.
 - 1. Meets AWPB U1-15 for Use Category 2 (UC2).
 - 2. NAHB Research Center Green Approved.
 - 3. MDI resin, 100 percent waterproof when cured.
 - 4. Treated with zinc borate through complete cross section.
 - 5. Typical material 1-1/2 inches (38 mm) thick; built-up as required.
 - 6. Round 1-1/4 inch counter sunk anchor openings at 24 inches O.C.
 - 7. Acceptable for direct contact with concrete, non-corrosive to metals, insect and fungi resistive.
 - 8. Materials: StrandGuard TimberStrand LSL 1.30E Engineered Lumber, ICC ESR-1387.
 - 1. Treatment: Zinc borate through complete cross section.
 - 2. Bending Strength: 1900 psi.
 - 3. Tensile Strength: 1075 psi.
 - 4. Shear Strength: 150 psi.
 - 5. Compression - Perpendicular to Grain: 670 psi.
 - 6. Specific Gravity: 0.50 into the face, 0.42 into the edge.
 - 7. R-value of 1-1/2 inch thickness (ASTM E 518): 1.86.

2.2 PARAPET CAP FRAMING PRODUCTS

- A. Parapet cap blocking associated with roof work to utilize wood lumber blocking as described in this section, part 2, paragraph 2.1, subparagraphs A, B, & C -OR- engineered framing system as described in section, part 2, paragraph 2.1, subparagraph E.

2.3 FACTORY WOOD TREATMENT

- A. Preservative Treatment by Pressure Process: AWWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat lumber and plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.
- D. Moisture Content after Treatment:
 - 1. Lumber: Maximum 19 percent.
 - 2. Structural Panels: Maximum 15 percent.

2.4 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Wood Screws and Lag screws: ASME B18.2.1, ASME B18.6.1, or ICC-ES AC233
- D. Power Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- E. Specialty or Proprietary Wood Connectors:
 - 1. Material: Hot-dipped galvanized steel.
 - 2. Provide framing connectors where noted or shown in the Drawings. Connectors shall be Simpson Strong-Tie connectors, MiTEK (USP) Structural Connectors, or approved equal. All materials shall be building code approved for the type of installation indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install materials in accordance with manufacturer's recommendations and in proper relationship with adjacent construction. Set members level, plumb, and true to line.

- B. Coordinate construction sequence with installation of flashings and adjacent materials provided by others to prevent exterior moisture from entering or passing through completed assemblies.
- C. Remove excess and waste materials from the job.

3.2 STORAGE AND HANDLING

- A. Deliver, store, and handle all materials in such a manner to protect against damage and the weather. All manufactured products shall be protected from the weather.
- B. Use all means necessary to protect the installed work and materials of all other trades.

3.3 GENERAL

- A. Discard units of material with defects which might impair quality of work, and units which are too small to fabricate work with minimum joints or optimum joint arrangement.
- B. Installer must examine the substrate structure and the conditions under which the carpentry work is to be installed, and notify the Contractor in writing of conditions detrimental to the work. Do not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the installer.
- C. Coordinate carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other work.
- D. For treated wood cut in the field, apply one coat minimum of compatible chemical preservative to sawn end.

3.4 APPLICATION

- A. Wood Blocking and Nailers:
 - 1. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
 - 2. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
 - 3. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.
- B. Site-Applied Wood Treatment:
 - 1. Treat Site-sawn cuts by applying preservative according to AWP A M4.
 - 2. Allow preservative to dry prior to erecting members.

3.5 WOOD BLOCKING AND FRAMING

- A. Provide and install wood blocking for anchoring and support of fixtures and accessories as indicated on Drawings.

3.6 PROTECTION

- A. Protect completed work from damage until project is completed and accepted.

3.7 ADJUST AND CLEAN

- A. Remove from site all rubbish, debris and packaging produced by operations and leave site in a "broomclean" condition.
- B. Adjust all working items to fit snugly yet work freely.

3.8 ROOF BLOCKING

- A. Furnish and install all wood roof blocking and nailers required by Drawings.
- B. Blocking shall be sizes and shapes indicated on details and as required by conditions encountered.

END OF SECTION 06 10 00

SECTION 07 21 00 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Polyisocyanurate foam-plastic board insulation.

B. Related Requirements:

1. Section 075423 "Thermoplastic Polyolefin (TPO) Roofing for insulation specified as part of roofing construction.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each product, for tests performed by a qualified testing agency.

B. Research Reports: For foam-plastic insulation, from ICC-ES.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

B. Protect foam-plastic board insulation as follows:

1. Do not expose to sunlight except to necessary extent for period of installation and concealment.
2. Protect against ignition at all times. Do not deliver foam-plastic board materials to Project site until just before installation time.
3. Quickly complete installation and concealment of foam-plastic board insulation in each area of construction.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Maximum flame-spread and smoke-developed indexes less than Class B, 75 and 450 when tested in accordance with ASTM E84.
- B. Fire-Resistance Ratings: Comply with ASTM E119 or UL 263; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Indicate design designations from UL's "Fire Resistance Directory" or from listings of another qualified testing agency.
- C. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.
- D. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches (305 mm) and wider in width.

2.2 POLYISOCYANURATE FOAM-PLASTIC BOARD INSULATION

- A. Polyisocyanurate Board Insulation, Glass-Fiber-Mat Faced: ASTM C1289, glass-fiber-mat faced, Type II, Class 2.
 - 1. MANUFACTURERS
 - a. RMAX
 - b. Carlisle
 - c. Hunter Panels
 - d. ATLAS
- B. Thermal-Resistance Value (R-Value): **R-value as indicated below** in accordance with ASTM C518.
 - 1. Minimum R-Value at 1" : 5.7

2.3 ACCESSORIES

- A. Insulation for Miscellaneous Voids:
 - 1. Mineral-Wool Blanket Insulation, Unfaced: ASTM C665, Type I (blankets without membrane facing); consisting of fibers; complying with ASTM E136 for combustion characteristics.
 - 2. Spray Polyurethane Foam Insulation: ASTM C1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E84.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or those that interfere with insulation attachment.

3.2 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products, applications and applicable codes.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Install insulation with manufacturer's R-value label exposed after insulation is installed.
- D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.3 INSTALLATION OF BOARD INSULATION

- A. Install board insulation in accordance with manufacturer's written instructions per project applications and conditions.

3.4 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.
- B. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION

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SECTION 07 54 23 – THERMOPLASTIC POLYOLEFIN (TPO) ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Thermoplastic Polyolefin (TPO) roof system on metal deck and concrete deck, including:
 - a. Vapor retarder.
 - b. Roof insulation.
 - c. Cover Board.
 - d. TPO Membrane Sheet

B. Related Sections:

1. Division 07 Section "Sheet Metal Flashing and Trim" for shop-formed sheet metal items including roof drainage system items, roof penetration flashings, base and counterflashings and reglets, and formed copings and roof edge metal items.
2. Division 07 Section "Roof Specialties" for manufactured copings, roof edge flashings and counterflashings, and roof edge drainage systems.
3. Division 07 Section "Manufactured Roof Expansion Joints" for manufactured roof expansion-joint assemblies.
4. Division 22 Section "Roof Drains" for roof drains.

C. Unit Prices: Refer to Division 01 Section "Unit Prices" for description of Work in this Section affected by unit prices.

1.2 DEFINITIONS

- ##### A. Roofing Terminology: Refer to ASTM D1079 "Standard Terminology Relating to Roofing and Waterproofing" and glossary in applicable edition of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" for definition of terms related to roofing work in this Section.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, Designer, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck

Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.

2. Review drawings and specifications.
3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
5. Examine substrate conditions and finishes for compliance with requirements, including flatness and fastening.
6. Review structural loading limitations of roof deck during and after roofing.
7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
8. Review governing regulations and requirements for insurance and certificates if applicable.
9. Review temporary protection requirements for roofing system during and after installation.
10. Review roof observation and repair procedures after roofing installation.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work.
 1. Base flashings and membrane terminations.
 - a. Indicate details meet requirements of NRCA and FMG required by this Section.
 2. Tapered insulation, including slopes and crickets.
 3. Roof plan showing types and orientation of roof deck and orientation of membrane roofing and fastening spacings and patterns for mechanically fastened membrane roofing if applicable.
 4. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
- C. Samples for Verification: For the following products:
 1. Sheet roofing, of color specified, including T-shaped side and end lap seam.

2. Metal termination bars.

D. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Product Certificate: Submit certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.

B. Qualification Data: For Installer, Manufacturer and Roofing Inspector.

1. Include letter from Manufacturer written for this Project indicating approval of Installer.

C. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

1. Submit evidence of compliance with performance requirements.

a. Include: UL listing certificate.

2. Product Compatibility: Indicate manufacturer has verified compatibility of roofing system components, including but not limited to: Roofing membrane, flashing sheets, adhesives, and sealants.

D. Warranties: Unexecuted sample copies of special warranties.

E. Inspection Reports: Reports of Roofing Inspector. Include weather conditions, description of work performed, tests performed, defective work observed, and corrective actions taken to correct defective work.

1. Submit reports within 48 hours after inspection.

1.6 CLOSEOUT SUBMITTALS

A. Executed copies of warranties.

B. Maintenance Data: To include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of five years' experience installing products comparable to those specified, able to communicate verbally with Contractor, Designer, and employees, and qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.

B. Manufacturer Qualifications: Approved manufacturer listed in this Section, UL listed for roofing systems comparable to that specified for this Project, with minimum five years'

experience in manufacture of thermoplastic roof membrane products in successful use in similar applications.

1. Approval of Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:
 - a. Product data, including certified independent test data indicating compliance with requirements.
 - b. Samples of each component.
 - c. Sample submittal from similar project.
 - d. Sample warranty.
2. Substitutions following award of contract are not allowed except as stipulated in Division 01 General Requirements.
3. Approved manufacturers must meet separate requirements of the Submittals Article.

C. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:

1. An authorized full-time technical employee of the manufacturer.
2. An independent party certified as a Registered Roof Observer by the International Institute of Building Enclosure Consultants (formerly the Roof Consultants Institute) retained by the Contractor or the Manufacturer and approved by the Manufacturer.

D. Manufacturer's Installation Instructions: Obtain and maintain on-site access to manufacturer's written recommendations and instructions for installation of products.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.9 PROJECT / FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing and insulation with a course of roofing sheet securely in place with joints and edges sealed.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing.
 - 3. Remove temporary plugs from roof drains at end of each day.
 - 4. Remove and discard temporary seals before beginning work on adjoining roofing.

1.10 WARRANTY

- A. Manufacturer's Warranty: Roof System Manufacturer's standard form in which Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within warranty period, as follows.
 - 1. Form of Warranty: Manufacturer's standard warranty form.
 - 2. Scope of Warranty: Work of this Section and including sheet metal details and termination details installed by the roof system Installer and approved by the Roof System Manufacturer.
 - 3. Warranty Period: 30 years from date of completion.
- B. Installer Warranty: Installer's warranty signed by Installer, as follows.
 - 1. Form of Warranty: Form acceptable to Roofing Manufacturer and Owner.
 - 2. Scope of Warranty: Work of this Section.
 - 3. Warranty Period: 3 years from date of completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: The roof system specified in this Section is based upon products of Tremco CPG Inc, Beachwood, OH, (800) 562-2728, www.tremcoroofing.com that are named in other Part 2 articles. Provide specified products or comparable products of one of the following [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders, Division 01 General Requirements, and below paragraph '2.1C'].
- B.
 - 1. Carlisle
 - 2. Versico
 - 3. Elevate
 - 4. Manufacturers of comparable products: Approved by Designer prior to bid.
- C. Source Limitations: Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.
 - 1. Accelerated Weathering: Roofing system shall withstand 10,000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
 - 2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746/D3746M, ASTM D4272/D4272M, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- B. Roofing System Design: Provide membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency in accordance with ANSI/FM 4474, UL 580, or UL 1897, and to resist uplift pressures calculated in accordance with ASCE-7 and applicable code.
 - 1. Zone 1 (Field-of-Roof) Uplift Pressure: 37.0 psf.
 - 2. Zone 2 (Perimeter) Uplift Pressure: 62.1 psf, located within 3 ft of roof perimeter.
 - 3. Zone 3 (Corner) Uplift Pressure: 93.4 psf, located within 3 ft of outside corners.
- C. SPRI Wind Design Standard: Manufacture and install copings and roof-edge flashings tested according to ANSI/SPRI ES-1.

1. Zone 2 (Roof Edge Perimeter) Design Pressure: 62.1 psf
 2. Zone 3 (Roof Edge Corners) Design Pressure: 93.4 psf
- D. Flashings and Fastening: Provide base flashings, perimeter flashings, detail flashings and component materials and installation techniques that comply with requirements and recommendations of the following:
1. NRCA Roofing Manual (Sixth Edition) for construction details and recommendations.
 2. SMACNA Architectural Sheet Metal Manual (Seventh Edition) for construction details.
 3. Comply with requirements of Division 07 Section "Sheet Metal Flashing and Trim".
- E. Exterior Fire-Test Exposure: ASTM E108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.
- F. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

2.3 MATERIALS, GENERAL

- A. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

2.4 THERMOPLASTIC MEMBRANE MATERIALS

- A. TPO Roof Membrane:
1. Thermoplastic Polyolefin (TPO) internally scrim-reinforced sheet, ASTM D6878.
 - a. Basis of design product: Tremco, TremPly TPO FB Single Ply Roof Membrane. [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
 - b. Breaking Strength, minimum, ASTM D751: Machine direction, 375 lb./ft (560 kg/m); Cross machine direction 300 lb./ft (490 kg/m).
 - c. Tear Strength, minimum, ASTM D751: Machine direction, 90 lb./ft (134 kg/m); Cross machine direction 120 lb./ft (179 kg/m).
 - d. Elongation at Break, ASTM D751: 30 percent.
 - e. Minimum Membrane Thickness, nominal, ASTM D751: 60 mils (1.5 mm).
 - f. Color: White.
 - g. Solar Reflectance Index (SRI), ASTM E1980: 87 (White, initial)

- B. Sheet Flashing: Manufacturer's standard, smooth-backed, sheet flashing of same material, type, reinforcement, thickness and color as TPO roof membrane.

2.5 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.

1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - a. Plastic Foam Adhesives: 50 g/L.
 - b. Single-Ply Roof Membrane Sealants: 450 g/L.
 - c. Nonmembrane Roof Sealants: 300 g/L.
 - d. Sealant Primers for Nonporous Substrates: 250 g/L.
 - e. Sealant Primers for Porous Substrates: 775 g/L.
3. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

- B. Membrane Bonding Adhesive:

1. Bonding Adhesive: Solvent-free, fast-setting, low-VOC two-component urethane adhesive for bonding fleece-backed single ply membranes and flashings to substrates.
 - a. Basis of design product: Tremco, LR Adhesive.
 - b. VOC, maximum, ASTM D3960: 0 g/L.
 - c. Tensile Strength, ASTM D412: 250 psi (1724 kPa).
 - d. Peel Adhesion, ASTM D903: 17 lbf/in (2.9 N).
 - e. Flexibility, 70 deg. F, ASTM D816: Pass.
 - f. Combustibility, ASTM E84: Flame spread, 10; Smoke developed, 30.

- C. Flashing Membrane Adhesive: Same as membrane bonding adhesive.
 - 1. Contact-type adhesive, fast drying solvent-based, for bonding TPO single ply membranes and flashings to substrates.
 - a. Basis of design product: Tremco, TremPly TPO Bonding Adhesive.
 - b. VOC, maximum, ASTM D3960: 700 g/L.
- D. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 mm by 3 mm) thick; with anchors.
- E. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch (25 mm wide by 1.3 mm) thick, prepunched.
- F. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to membrane roofing system manufacturer.
- G. Fasteners, Induction Welding System: Factory-coated FM Global approved drill point steel fasteners for insulation and membrane attachment to wood, steel and structural concrete roof decks, separation pads, and polyester-backed, adhesive-coated metal stress plates approved for bonding to roofing membrane using welding method described in Part 3, complying with corrosion-resistance provisions in FM Global 4470, and acceptable to membrane roofing system manufacturer.
- H. Joint Sealant: Elastomeric joint sealant compatible with roofing materials, with movement capability appropriate for application.
 - 1. Joint Sealant, Polyurethane: ASTM C920, Type S, Grade NS, Class 50 single-component moisture curing sealant, formulated for compatibility and use in dynamic and static joints; paintable.
 - a. Basis of design product: Tremco, TremSEAL Pro [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
 - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 40 g/L.
 - c. Hardness, Shore A, ASTM C661: 40.
 - d. Adhesion to Concrete, ASTM C794: 35 pli.
 - e. Tensile Strength, ASTM D412: 350 psi (2410 kPa).
 - f. Color: White.
- I. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.

- J. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

2.6 VAPOR RETARDER

A. Vapor Retarder:

1. Self-Adhering Sheet: Trilaminate woven polyethylene film laminated to layer of reinforced SBS rubberized asphalt adhesive; with slip-resisting surface and release-paper/film backing. Provide primer when recommended by vapor-retarder manufacturer.
 - a. Basis of design product: Tremco, AVC Max [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
 - b. Tensile Strength, minimum, ASTM D5147: 70 lbf/in (12.25 kN/m) MD; 80 lbf/in (14 kN/m) XMD.
 - c. Tear Resistance, minimum, ASTM D1970: 125 lbf (556 N) MD; 110 lbf (489 N) XMD.
 - d. Adhesion to Plywood at 73.4 deg F (23 deg C), ASTM D903/D1970: 25 lb/ft (11.5 kgf/30.5 cm) .
 - e. Elongation at Break, ASTM D1970: 20 percent MD; 13 percent XMD.
 - f. Permeance, maximum, ASTM E96/D1970: 0.02 perm (1.1 ng/Pa x s x sq. m).
 - g. Thickness, minimum: 46 mils (1.2 mm).
 - h. Resistance to Water leakage (Sealability around nail), ASTM D7349/D1970: Pass.
 - i. Low Temperature Flexibility, ASTM D1970: Pass.

2.7 ROOF INSULATION MATERIALS

A. General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from insulation manufacturer's standard sizes, suitable for application, and of thicknesses indicated.

1. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/8 inch per 12 inches (1:48) unless otherwise indicated.
2. Provide preformed saddles, crickets, tapered edge strips, sumps, and other insulation shapes fabricated to slope of 1/4 inch per 12 inches (1:24) where indicated for sloping to drain. Fabricate to slopes indicated, not less than two times the roof slope.

B. Roof Insulation: Provide roof insulation product in thicknesses indicated in Part 3 as follows:

1. Board Insulation, Polyisocyanurate: CFC- and HCFC- free, with recycled content glass-fiber mat facer on both major surfaces, ASTM C1289 Type II Class 1.
 - a. Compressive Strength, ASTM D1621: Grade 2: 20 psi (138 kPa).
 - b. Conditioned Thermal Resistance at 75 deg. F (24 deg. C): 14.4 at 2.5 inches (50.8 mm) thick.

2.8 ROOF INSULATION ACCESSORIES

A. Cover Board:

1. Gypsum panel, glass-mat-faced, ASTM C1177/C1177M.
 - a. Basis of design product: GP Gypsum DensDeck [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
 - b. Thickness: 5/8 inch (13 mm).

B. Roof Insulation Adhesive:

1. Urethane adhesive, bead-applied, low-rise two-component solvent-free low odor, formulated to adhere roof insulation to substrate.
 - a. Basis of design product: Tremco, Low Rise Foam Insulation Adhesive [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
 - b. Flame Spread Index, ASTM E84: 10.
 - c. Smoke Developed Index, ASTM E84: 30.
 - d. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 0 g/L.
 - e. Tensile Strength, minimum, ASTM D412: 250 psi (1720 kPa).
 - f. Peel Adhesion, minimum, ASTM D903: 17 lbf/in (2.50 kN/m).
 - g. Flexibility, 70 deg. F (39 deg. C), ASTM D816: Pass.

C. Insulation Cant Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.

D. Tapered Edge Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.

E. Insulation Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.

2.9 WALKWAY MATERIALS

A. Walkway Material:

1. Walkway roll, reinforced TPO membrane roll with slip-resistant surface fabricated for heat welding to compatible TPO membrane surface.
 - a. Basis of design product: Tremco, TremPly TPO Walkway Roll.
 - b. Roll Width: 34 inches x 50 ft (864 mm x 15.24m).
 - c. Thickness: 0.125 inch (3.1 mm).
 - d. Color: Safety Yellow.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
 1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
 2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 3. Steel Roof Deck:
 - a. Verify that deck is securely fastened and properly supported with no projecting fasteners and with no adjacent units in excess of 1/16 inch (1.6 mm) out of plane relative to adjoining deck.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.3 INSTALLATION, GENERAL

- A. Install roofing system in accordance with manufacturer's written instructions and approved details.
- B. Install wood cants, blocking, curbs, and nailers in accordance with requirements of Division 06 Section "Miscellaneous Rough Carpentry."
- C. NRCA Installation Details: Install roofing system in accordance with applicable NRCA Manual Plates and NRCA recommendations; modify as required to comply with manufacturer's approved details and perimeter fastening requirements of FM Global references if applicable.
- D. NRCA Installation Details: Install roofing system in accordance with the following NRCA Manual Plates and NRCA recommendations; modify as required to comply with manufacturer's approved details and perimeter fastening requirements of FM Global references if applicable:
 - 1. Base Flashing at Parapet Wall: Plates TP-1 and TP-1S.
 - 2. Base Flashing and Counterflashing at Parapet Wall: Plates TP-5 and TP-5S.
 - 3. Base Flashing and Counterflashing at Parapet Wall, Movement Joint: Plates TP-6 and TP-6S.
 - 4. Base and Surface-mounted Counterflashing: Plates TP-4 and TP-4S.
 - 5. Perimeter Edge, Raised: Plates TP-2 and TP-2S.
 - 6. Perimeter Edge, Embedded Edge: Plates TP-3 and TP-3S.
 - 7. Perimeter Edge, Draining: Plates TP-3A and TP-3AS.
 - 8. Options for Perimeter Base Securement (Roof-to-Wall and Roof-to-Curb Intersections): Single Ply Table 7.1.
 - 9. Options for Perimeter Base Securement (Roof-to-Wall and Roof-to-Curb Intersections): Single Ply Table 7.2.
 - 10. Guide for Sheet Metal Fascia Edges for Thermoset and Thermoplastic Membrane: Single-Ply – Table 1.
 - 11. Scupper, Raised: Plates TP-21 and TP-21S.
 - 12. Gutter at Draining Edge: Plates TP-22 and TP-22S.
 - 13. Expansion Joint, with metal cover: Plates TP-7 and TP-7S.
 - 14. Expansion Joint, with premanufactured cover: Plates TP-7A and TP-7AS.
 - 15. Curb Detail at Rooftop HVAC Units, Premanufactured: Plates TP-12 and TP-12S.

16. Curb Detail at Rooftop HVAC Units, Job-Built, Wood: Plates TP-13 and TP-13S.
17. Curb Detail at Skylight, Roof Hatch, and Smoke Vents: Plates TP-14 and TP-14S.
18. Penetration, Structural Member: Plates TP-15 and TP-15S.
19. Penetration, Sheet Metal Enclosure: Plates TP-16 and TP-16S.
20. Penetration, Stack Flashing: Plates TP-17 and TP-17S.
21. Penetration, Plumbing Vent: Plates TP-18 and TP-18S.
22. Penetration, Plumbing Vent, Premanufactured Boot: Plates TP-18A and TP-18AS.
23. Penetration, Pocket: Plates TP-19 and TP-19S.
24. Roof Drain: Plates TP-20 and TP-20S.
25. Guide for Clearances between Pipes / Walls / Curbs – Table 4.
26. Guide for Crickets and Saddles – Table 5.
27. Guide for Edge Scuppers with Tapered Saddles - Table 6.

3.4 VAPOR-RETARDER INSTALLATION

- A. Vapor Retarder Installation, General: Completely seal vapor retarder/air barrier at terminations, obstructions, and penetrations to prevent air movement into roofing system. Seal vapor retarder/air barrier to air barrier in adjacent construction at perimeter of roofing system.
- B. Self-Adhering Sheet Vapor Retarder: Prime substrate if required by manufacturer. Install self-adhering sheet vapor retarder over area to receive vapor retarder, side and end lapping each sheet a minimum of 3-1/2 inches (90 mm) and 6 inches (150 mm), respectively. Seal laps by rolling.

3.5 INSULATION INSTALLATION

- A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with membrane roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Tapered Insulation and Crickets: Install tapered insulation under area of roofing to conform to slopes indicated.
 1. Where crickets are indicated or required to provide positive slope to drain, make slope of crickets minimum of two times the roof slope, not less than 1/4 inch in 12 inches (1:48).

- D. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches (70 mm) or greater, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.
1. Tapered Insulation System for Flat Roof Deck: Install insulation as follows:
 - a. Minimum Total thickness of Continuous Insulation: 5.2 inches.
 - b. Minimum Total Continuous Insulation R-value: Not less than R-30.
 - c. Design Insulation Board Thermal Resistance: Long Term Thermal Resistance (LTTR) R-value: 5.8
 2. Insulation Drain Sumps: Tapered insulation sumps, not less than 2 by 2 ft. (600 by 600 mm), sloped to roof drain; sump to maximum depth of not more than 1 inch (25 mm) less than the Project-stipulated continuous insulation thickness based upon code requirements.
- E. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- F. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- G. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:
1. Prime substrate with primer as recommended by manufacturer and allow to dry.
 2. Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
- H. Cover Boards: Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches (150 mm) in each direction. Loosely butt cover boards together.
1. Secure cover boards to resist uplift pressure at corners, perimeter, and field of roof.
 2. Adhere cover boards by setting in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining cover board in place.

3.6 ADHERED MEMBRANE ROOFING INSTALLATION

- A. Adhere membrane roofing over area to receive roofing and install according to membrane roofing system manufacturer's written instructions.
- B. Start installation of membrane roofing in presence of membrane roofing system manufacturer's technical personnel.

- C. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- D. Solvent-Based Bonding Adhesive: Apply to substrate and underside of membrane roofing at rate required by manufacturer and allow adhesive to become tacky before installing membrane roofing; do not allow adhesive to fully dry. Roll membrane into adhesive. Do not apply adhesive to splice area of membrane.
- E. Apply membrane roofing with side laps shingled with slope of roof deck where possible.
- F. Welded Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet membrane.
 - 2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
 - 3. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.
- G. Spread sealant bed over deck drain flange at roof drains and securely seal membrane roofing in place with clamping ring.

3.7 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Seal top termination of base flashing with a metal termination bar and a continuous bead of joint sealant.

3.8 FIELD QUALITY CONTROL

- A. Roofing Inspector: Contractor shall engage a qualified roofing inspector to perform roof tests and inspections and to prepare test reports.
 - 1. Engage a qualified roofing inspector for a minimum of 5 full-time days on site, per 40-hour crew week, to perform roof tests and inspections and to prepare start up, interim, and final reports. Roofing Inspector's quality assurance inspections shall comply with

applicable criteria established in NRCA's "Quality Control and Quality-assurance Guidelines for the Application of Membrane Roofing Systems."

- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
- C. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.
- D. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.9 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Designer and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements; repair substrates; and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 07 54 16

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SECTION 07 71 00 - ROOF SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Manufactured copings.
2. Manufactured gutters and downspouts.

B. Related Information:

1. Division 06 Section "Rough Carpentry" for wood nailers, curbs, and blocking.
2. Division 07 Section "Expansion Control" for roof expansion-joint assembly treatment.
3. Division 07 Section "Joint Sealants" for field-applied sealants between roof specialties and adjacent materials.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site, in conjunction with roofing preinstallation conference specified in Division 07 roofing section.

1. Meet with Owner, Architect, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects roof specialties including installers of roofing materials and accessories.
2. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
3. Review special roof details, roof drainage, and condition of other construction that will affect roof specialties.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For roof specialties.

1. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work.

2. Include details for expansion and contraction; locations of expansion joints, including direction of expansion and contraction.
 3. Indicate profile and pattern of seams and layout of fasteners, cleats, clips, and other attachments.
 4. Detail termination points and assemblies, including fixed points.
 5. Include details of special conditions.
- C. Samples for Initial Selection: For each type of roof specialty indicated with factory-applied color finishes.
- D. Samples for Verification: For each roof specialty product made from 12-inch (300-mm) lengths of full-size components including fasteners, cover joints, accessories, and attachments.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for copings and roof-edge flashings.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.
- B. Product Certificates: Provide manufacturer's certificates for copings and roof-edge specialties indicating compliance with performance requirements including the following:
1. ANSI/SPRI/FM 4435/ES-1 compliance.
- C. Sample Warranty: For manufacturer's special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing specialties to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
1. A qualified manufacturer offering products meeting requirements that are ANSI/SPRI/FM 4435 ES-1 tested to specified design pressure.
 2. A qualified manufacturer offering products meeting requirements that are ANSI/SPRI GT-1 tested.
 - 3.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.

- B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof specialties installation.

1.8 PROJECT / FIELD CONDITIONS

- A. Field Measurements: Verify profiles and tolerances of roof-specialty substrates by field measurements before fabrication, and indicate measurements on Shop Drawings.
- B. Coordination: Coordinate roof specialties with flashing, trim, and construction of parapets, roof deck, roof and wall panels, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.9 WARRANTY

- A. Roofing-System Warranty: Roof specialties are included in warranty provisions in Division 07 roofing Section.
- B. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 30years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof specialties shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction
- B. SPRI Wind Design Standard: Manufacture and install copings and roof-edge specialties tested according to ANSI/SPRI ES-1.
 - 1. Zone 2 (Roof Edge Perimeter) Design Pressure: 67.3 psf
 - 2. Zone 3 (Roof Edge Corners) Design Pressure: 101.2 psf
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that

resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 MANUFACTURERS

- A. Basis of Design: The roof system specified in this Section is based upon products of Tremco CPG Inc, Beachwood, OH, (800) 562-2728, www.tremcoroofing.com that are named in other Part 2 articles. Provide specified products or comparable products of one of the following [or comparable products of other manufacturer approved by Architect in accordance with Instructions to Bidders, Division 01 General Requirements, and below paragraph '2.2B'].

1. Metal-Era
2. Pac-Clad
3. Fibertite.
4. Garland.
5. Manufacturers of comparable products: Approved by A/E prior to bid.

- B. Source Limitations: Obtain roof specialties approved by manufacturer providing roofing-system warranty specified in Division 07 roofing Section.

2.3 EXPOSED METALS

- A. Aluminum Sheet: ASTM B209/B209M, alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.

1. Surface: Smooth, flat finish as indicated.

- B. Aluminum Extrusions: ASTM B221/B221M, alloy and temper recommended by manufacturer for type of use and finish indicated, finished as follows:

2.4 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet: Minimum 30 to 40 mils (0.76 to 1.0 mm) thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.

1. Thermal Stability: ASTM D1970/D1970M; stable after testing at 240 deg F (116 deg C).
2. Low-Temperature Flexibility: ASTM D1970/D1970M; passes after testing at minus 20 deg F (29 deg C).

2.5 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
 - 1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
 - 2. Fasteners for Aluminum: Aluminum or Series 300 stainless steel.
 - 3. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A153/A153M or ASTM F2329.
- C. Elastomeric Sealant: ASTM C920, elastomeric silicone polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.

2.6 MANUFACTURED COPINGS

- A. Copings: Manufactured coping system consisting of formed-metal coping cap in section lengths not exceeding 12 feet (3.6 m), concealed anchorage; corner units, end cap units, and concealed splice plates with same finish as coping caps.
 - 1. Coping Profile: As indicated on Drawings.
 - 2. Basis-of-Design Product: Subject to compliance with requirements, provide Tremco, TremLock Infinity Gold Coping.
 - 3. Coping-Cap Material: Formed aluminum sheet, nominal 0.050-inch (1.27-mm) thick.
 - a. Finish: High-performance organic (PVDF) coating.
 - b. Color: As selected by Architect from manufacturer's full range.
 - 4. Corners: Factory mitered and continuously welded.
 - 5. Coping-Cap Attachment Method: Snap-on, fabricated from coping-cap material.

2.7 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. High-Performance Organic (PVDF) Coating: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with ASTM A755/A755M and coating and resin manufacturers' written instructions.
 - 1. Aluminum Coil Coating and Extrusion Finishes: Two-Coat or Three-Coat Fluoropolymer: AAMA 2605 and as additionally required to meet specified finish performance and warranty requirements. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF UNDERLAYMENT

- A. Self-Adhering Sheet Underlayment: Install wrinkle free. Apply primer if required by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer rather than nails for installing underlayment at low temperatures. Apply in shingle fashion to shed water. Overlap edges not less than 3-1/2 inches (90 mm). Roll laps with roller. Cover underlayment within 14 days.

3.3 INSTALLATION, GENERAL

- A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete roof-specialty systems.
 - 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
 - 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
 - 3. Install roof specialties to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.

4. Torch cutting of roof specialties is not permitted.
 5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
1. Coat concealed side of uncoated aluminum roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of self-adhering, high-temperature sheet underlayment.
 3. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
1. Space movement joints at a maximum of 12 feet (3.6 m) with no joints within 18 inches (450 mm) of corners or intersections unless otherwise shown on Drawings.
 2. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Fastener Sizes:
1. Wood Blocking or Sheathing: Use fasteners of sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.
 2. Other Substrates: Use fasteners of sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Seal joints with elastomeric sealant as required by roofing-specialty manufacturer.
- F. Seal joints as required for watertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F (4 deg C).
- 3.4 INSTALLATION OF COPINGS
- A. Install clips, cleats, anchor plates, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor copings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

1. Interlock face and back leg drip edges of snap-on coping cap into cleated anchor plates anchored to substrate at manufacturer's required spacing that meets performance requirements.
2. Interlock face-leg drip edge into continuous cleat anchored to substrate at manufacturer's required spacing that meets performance requirements.

3.5 INSTALLATION OF GUTTERS AND DOWNSPOUTS

1. Slope gutters to drain to downspouts a minimum of 1/16 inch per foot.
2. Terminate downspouts with 45-degree discharge elbow.
3. Seal all metal joints watertight.

3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces.
- B. Clean off excess sealants.
- C. Clean and neutralize flux materials. Clean off excess solder.
- D. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.
- E. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 07 71 00

SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Silicone joint sealants.
 2. Urethane joint sealants.
 3. Latex joint sealants.
 4. Solvent-release-curing joint sealants.

1.2 REFERENCES

- A. References, General: Versions of the following cited standards current as of the date of issue of the project apply to the Work of this Section.
- B. ASTM International (ASTM): www.astm.org:
1. ASTM C 510 - Standard Test Method for Staining and Color Change of Single- or Multicomponent Joint Sealants.
 2. ASTM C 661 - Standard Test Method for Indentation Hardness of Elastomeric Type Sealants by Means of a Durometer.
 3. ASTM C 719 - Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle).
 4. ASTM C 794 - Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants
 5. ASTM C 834 - Specification for Latex Sealants.
 6. ASTM C 920 - Specification for Elastomeric Joint Sealants.
 7. ASTM C 1087 - Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems.
 8. ASTM C 1193 - Guide for Use of Joint Sealants.
 9. ASTM C 1247 - Standard Test Method for Durability of Sealants Exposed to Continuous Immersion in Liquids.
 10. ASTM C 1248 - Test Method for Staining of Porous Substrate by Joint Sealants.
 11. ASTM C 1311 - Specification for Solvent Release Sealants.
 12. ASTM C 1330 - Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.
 13. ASTM D 412 - Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension.
 14. ASTM D 624 - Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
 15. ASTM D 2203 - Standard Test Method for Staining from Sealants.
 16. ASTM D 2240 - Test Method for Rubber Property - Durometer Hardness.
- C. California Department of Public Health: www.cdph.ca.gov
1. Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers.

- D. NSF International (NSF): www.nsf.org:
 - 1. Standard 51 - Food Equipment Materials.
- E. Sealant, Waterproofing, and Restoration Institute (SWRI): www.swrionline.org:
 - 1. SWRI Validation Program.
- F. U. S. Environmental Protection Agency (EPA): www.epa.gov:
 - 1. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings.
- G. U.S. Food and Drug Administration (FDA): www.fda.gov:
 - 1. 21 CFR 177.2600 - Title 21 Part 177 Indirect Food Additives: Polymers.
- H. US Green Building Council (USGBC): www.usgbc.org:
 - 1. Leadership in Energy and Environmental Design (LEED) Green Building Rating System.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate installation of joint sealants with cleaning of joint sealant substrates and other operations that may impact installation or finished joint sealant work.
- B. Preinstallation Conference: Conduct conference at Project Site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of joint sealant product specified, including:
 - 1. Preparation instructions and recommendations.
 - 2. Standard drawings illustrating manufacturer's recommended sealant joint profiles and dimensions applicable to Project.
- B. Samples for Color Selection: For each joint sealant type.
- C. Samples for Verification: For each exterior joint sealant product, for each color selected.
- D. Joint Sealant Schedule: Include application, location, drawing designation, manufacturer and product name, and selected color.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified applicator.
- B. Greenguard Certificates: For each sealant and accessory product specified to meet volatile organic emissions standards of the Greenguard Children and Schools Certification.
- C. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.

- D. Warranty: Sample of unexecuted manufacturer and installer special warranties.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Company with minimum of three years experience specializing in work of this section, employing applicators trained for application of joint sealants required for this project, with record of successful completion of projects of similar scope, and approved by manufacturer.
- B. Single Source Responsibility: Provide exterior joint sealants by a single manufacturer responsible for testing of Project substrates to verify compatibility and adhesion of joint sealants.
- C. Preconstruction Manufacturer Laboratory Compatibility, Staining, and Adhesion Testing: Submit samples of each substrate or adjacent material that will be in contact with or affect joint sealants. Current manufacturer test data of products on matching substrates will be acceptable.
 - 1. Adhesion: Use ASTM C 719 and ASTM C 794 to determine requirements for joint preparation, including cleaning and priming.
 - 2. Compatibility: Use ASTM C 1087 to determine materials forming joints and adjacent materials do not adversely affect sealant materials and do not affect sealant color.
 - 3. Stain Testing: Use ASTM C 510, ASTM C 1248, or ASTM D 2203 to verify non-staining characteristics of proposed sealants on specified substrates.
 - 4. Pre-construction manufacturer laboratory testing is not required when sealant manufacturer can furnish data acceptable to Designer based on previous testing for materials matching those of the Work.
- D. Preconstruction Field-Adhesion Testing: Prior to installing joint sealants, field test adhesion to joint substrates using ASTM C 1193 Method A. Verify adhesion is adequate. Modify joint preparation recommendations for failed joints and re-test. Submit written test report.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Accept materials on site in manufacturer's unopened original packaging.
- B. Store primers and sealants in dry location with ambient temperature range of 60 to 80 deg. F (15 to 27deg. C).

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Do not install primers or sealants when atmospheric temperatures or joint surface temperatures are less than 40 deg. F (4 deg. C).

1.9 SCHEDULING

- A. Schedule work so waterproofing, water repellents and preservative finishes are installed after sealants, unless sealant manufacturer approves otherwise in writing.
- B. Ensure sealants are cured before covering with other materials.

1.10 WARRANTY

- A. Special Manufacturer's Warranty: Manufacturer's standard form in which joint sealant manufacturer agrees to furnish joint sealants to repair or replace those that demonstrate deterioration or adhesive or cohesive failure under normal use within warranty period specified.
 - 1. Warranty Period for Silicone Sealants: Five years date of Substantial Completion.
- B. Special Installer's Warranty: Original statement on Installer's letterhead in which Installer agrees to repair or replace joint sealants that demonstrate deterioration or failure within warranty period specified.
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Products: Provide joint sealant products manufactured by Tremco, Inc., Commercial Sealants and Waterproofing Division, An RPM Company, Beachwood OH; [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
- B. Sika
- C. WR Meadows
- D. HILTI
- E. Other manufacturers as approved during bidding as prescribed in general conditions, and Division 01 requirements.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants and accessory materials that are compatible with one another, and with adjacent materials, as demonstrated by sealant manufacturer using ASTM C 1087 testing and related experience.
- B. Joint Sealant Standard: Comply with ASTM C 920 and other specified requirements for each joint sealant.
- C. Stain Test Characteristics: Where sealants are required to be nonstaining, provide sealants tested per ASTM C 1248 as non-staining on porous joint substrates specified.

2.3 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Non-Staining, Moisture-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, Use NT; SWRI validated.
 - 1. Basis of Design Product: Tremco, Inc., Spectrem 1 [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].

2. Volatile Organic Compound (VOC) Content: 1 g/L maximum.
 3. Volatile Organic Emissions (VOE): Not greater than Greenguard Children & Schools Certification emissions levels.
 4. Staining, ASTM C 1248: None on concrete, marble, granite, limestone, and brick.
 5. Color: As selected by Designer from manufacturer's standard line of not less than 12 colors.
- B. Single-Component, Nonsag, Non-Staining, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 50, Use NT; SWRI validated.
1. Basis of Design Product: Tremco, Inc., Spectrem 2 [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
 2. Volatile Organic Compound (VOC) Content: 50 g/L maximum.
 3. Volatile Organic Emissions (VOE): Not greater than Greenguard Children & Schools Certification emissions levels.
 4. Staining, ASTM C 1248: None on concrete, marble, granite, limestone, and brick.
 5. Color: As selected by Designer from manufacturer's standard line of not less than 10 colors.
- C. Single-Component, Nonsag, Non-Staining, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 50, Use NT.
1. Basis of Design Product: Tremco, Inc., Spectrem 3 [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
 2. Volatile Organic Compound (VOC) Content: 20 g/L maximum.
 3. Volatile Organic Emissions (VOE): Not greater than Greenguard Children & Schools Certification emissions levels.
 4. Staining, ASTM C 1248: None on concrete, marble, granite, limestone, and brick.
 5. Color: As selected by Designer from manufacturer's standard line of not less than 15 colors.
- D. Multi-Component, Nonsag, Non-Staining, Field-Tintable Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type M, Grade NS, Class 50, Use NT.
1. Basis of Design Product: Tremco, Inc., Spectrem 4-TS [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
 2. Volatile Organic Compound (VOC) Content: 20 g/L maximum.
 3. Volatile Organic Emissions (VOE): Not greater than Greenguard Children & Schools Certification emissions levels.
 4. Staining, ASTM C 1248: None on concrete, marble, granite, limestone, and brick.
 5. Color: [Match Designer's custom color] [As selected by Designer from manufacturer's standard line of not less than 70 colors].
- E. Mildew-Resistant, Single-Component, Acid-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, Use NT.

1. Basis of Design Product: Tremco, Inc., Tremsil 200 Sanitary [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
2. Volatile Organic Compound (VOC) Content: 1 g/L maximum.
3. Volatile Organic Emissions (VOE): Not greater than Greenguard Children & Schools Certification emissions levels.
4. Color: [White] [and] [Clear].

2.4 URETHANE JOINT SEALANTS

A. Single-Component, Nonsag, Moisture-Cure, Polyurethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 50, Use NT; Greenguard certified.

1. Basis of Design Product: Tremco, Inc., Dymonic 100 [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
2. Volatile Organic Compound (VOC) Content: 40 g/L maximum.
3. Volatile Organic Emissions (VOE): Not greater than Greenguard Children & Schools Certification emissions levels.
4. Tensile Strength ASTM D412: 350 to 450 psi
5. Percent Elongation ASTM D412: 800 to 900%
6. Modulus at 100% ASTM D412: 75 to 85 psi
7. Tear Strength ASTM D412: 65 to 75 psi
8. Smoke Development ASTM E84: 5
9. Color: As selected by Designer from manufacturer's standard line of not less than 20 colors.

B. Single-Component, Nonsag, Moisture-Cure, Polyurethane Hybrid Joint Sealant: ASTM C 920, Type S, Grade NS, Class 35, Use NT; Greenguard certified.

1. Basis of Design Product: Tremco, Inc., Dymonic FC [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
2. Extrusion Rate ASTM C1183: 93.1 mL/min
3. Weight Loss ASTM C1246: Pass
4. Tack Free Time ASTM C679: 3 to 4 hr
5. Volatile Organic Compound (VOC) Content: 10 g/L maximum.
6. Volatile Organic Emissions (VOE): Not greater than Greenguard Children & Schools Certification emissions levels.
7. Color: As selected by Designer from manufacturer's standard line of not less than 15 colors.

C. Single-Component, Nonsag, Polyurethane Joint Sealant: ASTM C920, Type S, Grade NS, Class 25, Use NT.

1. Basis of Design Product: Tremco, Inc., Vulkem 116 [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
2. Volatile Organic Compound (VOC) Content: 60 g/L maximum.
3. Color: As selected by Designer from manufacturer's standard line of not less than 15 colors.

- D. Immersible, Single-Component, Pourable, Traffic Grade Polyurethane Joint Sealant: ASTM C 920, Type S, Grade P, Class 50, Use T and I.
1. Basis of Design Product: Tremco, Inc., Vulkem 45 SSL [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
 2. Volatile Organic Compound (VOC) Content: 110 g/L maximum.
 3. Volatile Organic Emissions (VOE): Not greater than Greenguard Children & Schools Certification emissions levels.
 4. Color: As selected by Designer from manufacturer's standard line of not less than 5 colors.
- E. Immersible, Multi-Component, Pourable, Traffic-Grade Polyurethane Joint Sealant: ASTM C 920, Type M, Grade P, Class 35, Use T, O, and I.
1. Basis of Design Product: Tremco, Inc., Vulkem 445SSL [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
 2. Tensile Strength, ASTM D 412: 250 psi (1.7 MPa), at 100 percent elongation.
 3. Tear Strength, ASTM D 412: 35 pli (6.1 kN/m).
 4. Adhesion to Concrete, After Water, ASTM C 794: 28 pli (4.4 kN/m)
 5. Hardness, ASTM C 661: 40 durometer Shore A, minimum.
 6. Accelerated Weathering, ASTM C 793: Pass.
 7. Volatile Organic Compound (VOC) Content: 106 g/L maximum.
 8. Color: As selected by Designer from manufacturer's standard line of 70 colors
- F. Multi-Component, Non-sag, Polyurethane Joint Sealant: ASTM C 920, Type M, Grade NS, Class 50, Use I.
1. Basis of Design Product: Tremco, Inc., Dymeric 240 FC [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
 2. Volatile Organic Compound (VOC) Content: 0 g/L maximum.
 3. Volatile Organic Emissions (VOE): Not greater than Greenguard Children & Schools Certification emissions levels.
 4. Color: [Match Designer's custom color] [As selected by Designer from manufacturer's standard line of not less than 70 colors].

2.5 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
1. Basis of Design Product: Tremco, Inc., Tremflex 834 [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
 2. Volatile Organic Compound (VOC) Content: 35 g/L maximum.
 3. Volatile Organic Emissions (VOE): Not greater than Greenguard Children & Schools Certification emissions levels.
 4. Color: White, paintable.

2.6 SOLVENT-RELEASE-CURING JOINT SEALANTS

A. Butyl-Rubber-Based Joint Sealant: ASTM C 1311.

1. Basis of Design Product: Tremco, Inc., Tremco Butyl Sealant [or comparable products of other manufacturer approved by Designer in accordance with Instructions to Bidders and Division 01 General Requirements].
2. Volatile Organic Compound (VOC) Content: 250 g/L maximum.
3. Color: As selected by Designer from manufacturer's standard colors.

2.7 JOINT SEALANT ACCESSORIES

- A. Cylindrical Sealant Backing: ASTM C 1330, Type B non-absorbent, bi-cellular material with surface skin, or Type O open-cell polyurethane, as recommended by sealant manufacturer for application.
- B. Bond Breaker Tape: Polymer tape compatible with joint sealant and adjacent materials and recommended by sealant manufacturer.
- C. Joint Substrate Primers: Substrate primer recommended by sealant manufacturer for application.
- D. Cleaners: Chemical cleaners acceptable to joint sealant manufacturer.
- E. Masking tape: Non-staining, non-absorbent tape product compatible with joint sealants and adjacent joint surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joint profiles and surfaces to determine if work is ready to receive joint sealants. Verify joint dimensions are adequate for development of sealant movement capability. Verify joint surfaces are clean, dry, and adequately cured. Proceed with joint sealant work once conditions meet sealant manufacturer's written recommendations.

3.2 PREPARATION

- A. Joint Surface Cleaning: Clean joints prior to installing joint sealants using materials and methods recommended by sealant manufacturer. Comply with ASTM C 1193.
 1. Remove curing compounds, laitance, form-release agents, dust, and other contaminants.
 2. Clean nonporous and porous surfaces utilizing chemical cleaners acceptable to sealant manufacturer.
 3. Protect elements surrounding the Work of this section from damage or disfiguration. Apply masking tape to adjacent surfaces when required to prevent damage to finishes from sealant installation.

3.3 SEALANT APPLICATION

- A. Sealant and Primer Installation Standard: Comply with ASTM C 1193 and manufacturer's written instructions.

- B. Joint Backing: Select joint backing materials recommended by sealant manufacturer as compatible with sealant and adjacent materials. Install backing material at depth required to produce profile of joint sealant allowing optimal sealant movement.
 - 1. Install joint backing to maintain the following joint ratios:
 - a. Joints up to 1/2 inch (13 mm) wide: 1:1 width to depth ratio.
 - b. Joints greater than 1/2 inch (13 mm) wide: 2:1 width to depth ratio; maximum 1/2 inch (13 mm) joint depth.
 - 2. Install bond breaker tape over substrates when sealant backings are not used.
- C. Masking: Mask adjacent surfaces to prevent staining or damage by contact with sealant or primer.
- D. Joint Priming: Prime joint substrates when recommended by sealant manufacturer or when indicated by preconstruction testing or experience. Apply recommended primer using sealant manufacturer's recommended application techniques.
- E. Liquid Sealant Application: Install sealants using methods recommended by sealant manufacturer, in depths recommended for application. Apply in continuous operation from bottom to top of joint vertically and horizontally in a single direction. Apply using adequate pressure to fill and seal joint width.
 - 1. Tool sealants immediately with appropriately shaped tool to force sealants against joint backing and joint substrates, eliminating voids and ensuring full contact.
 - 2. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
 - 3. Tool exposed joint surface concave using tooling agents approved by sealant manufacturer for application.
- F. Cleaning: Remove excess sealant using materials and methods approved by sealant manufacturer that will not damage joint substrate materials.
 - 1. Remove masking tape immediately after tooling joint without disturbing seal.
 - 2. Remove excess sealant from surfaces while still uncured.
- G. Installation of Acoustical Sealant: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations on both sides of assemblies with a continuous bead of acoustical sealant. Comply with ASTM C 919 and with manufacturer's written recommendations.
- H. Installation of Preformed Seals: Install seals immediately after removing protective wrapping. Do not stretch or misshape material. Place seals to provide continuity at ends, turns, and intersections. Apply heat to sealant when recommended by sealant manufacturer's written instructions.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Perform adhesion tests in accordance with manufacturer's instructions and with ASTM C 1193, Method A.

1. Perform [5] tests for the first [1000 feet (300 m)] of joint length for each kind of sealant and joint substrate, and one test for each [1000 feet (300 m)] of joint length thereafter or 1 test per each floor per building elevation, minimum.
 2. For sealant applied between dissimilar materials, test both sides of joint.
- B. Remove sealants failing adhesion test, clean substrates, reapply sealants, and re-test. Test adjacent sealants to failed sealants.
- C. Submit report of field adhesion testing to Designer indicating tests, locations, dates, results, and remedial actions taken.

3.5 EXTERIOR JOINT-SEALANT SCHEDULE

- A. Exterior concealed transition joints in air barrier.
1. Joint Sealant: Single-component neutral-curing low-modulus silicone sealant.
 2. Joint Sealant: Single-component non-sag urethane sealant.
 3. Compatibility: Compatible with air barrier components specified in 07 27 26 Fluid Applied Membrane Air Barriers, Vapor Retarding.
- B. Exterior movement joints in concrete unit masonry.
1. Joint Sealant: Single-component neutral-curing non-staining silicone sealant.
 2. Joint Sealant: Multi-component neutral-curing non-staining field tintable silicone sealant.
 3. Joint Sealant: Single-component non-sag urethane sealant.
 4. Joint-Sealant Color: As selected by Designer from manufacturer's full range.
- C. Exterior movement joints in brick masonry.
1. Joint Sealant: Single-component neutral-curing non-staining silicone sealant.
 2. Joint Sealant: Multi-component neutral-curing non-staining field tintable silicone sealant.
 3. Joint Sealant: Single-component non-sag urethane sealant.
 4. Joint-Sealant Color, Vertical Joints: As selected by Designer from manufacturer's standard colors.
 5. Joint-Sealant Color, Horizontal Joints: As selected by Designer from manufacturer's full range.
- D. Exterior joints between different materials listed above.
1. Joint Sealant: Single-component neutral-curing non-staining silicone sealant.
 2. Joint Sealant: Multi-component neutral-curing non-staining field tintable silicone sealant.
 3. Joint Sealant: Single-component non-sag urethane sealant.
 4. Joint-Sealant Color: As selected by Designer from manufacturer's full range.

- E. Exterior perimeter joints at frames of doors, windows, storefront frames, curtain wall frames, and louvers.
 - 1. Joint Sealant: Single-component neutral-curing non-staining silicone sealant.
 - 2. Joint Sealant: Multi-component neutral-curing non-staining field tintable silicone sealant.
 - 3. Joint Sealant: Single-component non-sag urethane sealant.
 - 4. Joint-Sealant Color: As selected by Designer from manufacturer's standard colors.
- F. All other exterior non-traffic joints.
 - 1. Joint Sealant: Single-component neutral-curing non-staining silicone sealant.
 - 2. Joint Sealant: Multi-component neutral-curing non-staining field tintable silicone sealant.
 - 3. Joint Sealant: Single-component non-sag urethane sealant.
 - 4. Joint-Sealant Color: As selected by Designer from manufacturer's full range.

END OF SECTION 07 92 00

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SECTION 22 14 26.13 - ROOF DRAINS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal roof drains.
2. Stormwater conductor piping.

B. Related Requirements:

1. Division 07 Section "Sheet Metal Flashing and Trim" for flashings and penetrations of roofs.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Indicate locations, types, and sizes of roof drains required.

1. Indicate locations of ponding water on existing roof where new roof drains are required.
2. For stormwater conductor piping and connection to stormwater drainage system, submit shop drawings signed and sealed by a professional engineer.

1.3 COORDINATION

A. Examine and verify configuration of existing roof drains to receive retrofit roof drains.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Metal Roof Drains:
 - a. Jay R. Smith Mfg. Co.
 - b. Josam Company.
 - c. MIFAB, Inc.

- d. Zurn Industries, LLC.

2.2 METAL ROOF DRAINS

A. Cast-Iron, General-Purpose Roof Drains:

1. Assembly Standard: ASME A112.21.2M.
2. Body: Galvanized cast iron with sump, sizes as indicated.
3. Strainer: Removable cast metal. Plastic drain strainers are not permitted.
4. Accessories: Coordinate with roofing type, refer to Division 07 roofing section.
 - a. Membrane flange and membrane clamp.
 - b. Adjustable under deck clamp.
 - c. Roof sump receiver.
 - d. Waterproofing flange.
 - e. Controlled flow weir.
 - f. Leveling frame.
 - g. Adjustable extension sleeve for roof insulation.

B. Cast Bronze, Parapet Overflow Drain:

1. Through-wall sleeve: Schedule 40 PVC, sizes as indicated
2. Lamb's Tongue (Nozzle): solid cast bronze
3. Accessories: Coordinate with parapet wall flashing condition, refer to Division 07 roofing section.
 - a. Membrane Flange

2.3 FLASHING MATERIALS

- A. Flashing materials are specified in Division 07 Section "Sheet Metal Flashing and Trim."
- B. Fasteners: Metal compatible with material and substrate being fastened.
- C. Metal Accessories: Sheet metal strips, clamps, anchoring devices, and similar accessory units required for installation; matching or compatible with material being installed.
- D. Solder: ASTM B32, lead-free alloy.

- E. Provide compatible mastic as specified in Division 07 roofing section.

2.4 STORMWATER CONDUCTOR PIPING – GENERAL

- A. Locate drains for proper roof drainage, as directed by roofing system manufacturer; field verify and coordinate locations of drains and related piping to connect to nearest existing stormwater conductor.
- B. Do not exceed size of existing piping to which connections are made.
- C. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.
- D. Furnish and install channels, angle iron, support rods, restraints, etc., as required to properly support piping, as necessary to provide proper alignment, and to eliminate deflection or separation of piping. Vertical piping must be run plumb. Sufficient hangers must be included for complete installations. The entire system shall be free of stress. All installations shall conform to applicable code requirements.

2.5 STORM WATER CONDUCTOR PIPING - PVC

- A. Piping: Match type of existing piping and pipe insulation.
- B. PVC Pipe: ASTM D2665, polyvinyl chloride (PVC) material, Schedule 40.
 - 1. Fittings: ASTM D2665, PVC.
 - 2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.
- C. Unions and Flanges: PVC.
- D. Gaskets: 1/16 inch (1.6 mm) thick preformed neoprene gaskets.
- E. For connections to equipment and valves with threaded connections, furnish solvent-weld socket to screwed joint adapters and unions, or ASTM D2464, Schedule 80, threaded, PVC pipe.

PART 3 - EXECUTION

3.1 METAL ROOF DRAIN INSTALLATION

- A. Install roof drains at low points of roof areas according to roof membrane manufacturer's written installation instructions and approved shop drawings.
 - 1. Install flashing collar or flange of roof drain to prevent leakage between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
 - 2. Install expansion joints, if indicated, in roof drain outlets.
 - 3. Position roof drains for easy access and maintenance.

3.2 FLASHING INSTALLATION

- A. Fabricate and install roof drain flashing in accordance with requirements of Division 07 Section "Sheet Metal Flashing and Trim."
- B. Fabricate flashing from single piece of metal unless large pans, sumps, or other drainage shapes are required. Join flashing according to the following if required:
 - 1. Lead Sheets: Solder joints of lead sheets.
- C. Install sheet flashing on pipes, sleeves, and specialties passing through or embedded in floors and roofs with waterproof membrane.
 - 1. Pipe Flashing: Sleeve type, matching the pipe size, with a minimum length of 10 inches (250 mm) and with skirt or flange extending at least 8 inches (200 mm) around pipe.
 - 2. Sleeve Flashing: Flat sheet, with skirt or flange extending at least 8 inches (200 mm) around sleeve.
 - 3. Embedded Specialty Flashing: Flat sheet, with skirt or flange extending at least 8 inches (200 mm) around specialty.
- D. Set flashing on roofs in solid coating of compatible mastic.
- E. Secure flashing into sleeve and specialty clamping ring or device.
- F. Fabricate and install flashing and pans, sumps, and other drainage shapes.

3.3 STORMWATER CONDUCTOR PIPING INSTALLATION

- A. Establish invert elevations, slopes for drainage to 1/8 inch per ft. (1:96) minimum. Maintain gradients.
- B. Install non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- D. Install piping to maintain headroom. Group piping to conserve space.
- E. Group piping whenever practical at common elevations.
- F. Support drainage piping at every joint.
- G. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- H. Provide clearance in hangers and from structure and other equipment for installation of insulation.
- I. Provide access doors/panels of type approved by Designer where valves and fittings are not accessible. Coordinate size and location of access doors/panels with the Designer and Owner.

- J. Install piping penetrating roofed areas to maintain integrity of roof assembly.
- K. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
- L. Install bell and spigot pipe with bell end upstream.
- M. Sleeve pipes passing through partitions, walls and floors.
- N. Install firestopping at fire rated construction perimeters and openings containing penetrating sleeves and piping.
- O. Install Work in accordance with Authorities Having Jurisdiction.

3.4 PROTECTION

- A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.
- B. Place plugs in ends of uncompleted piping at end of each day or when work stops. Remove plugs before completing piping connections.

END OF SECTION 22 14 26.13

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CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lauryn Shockey, Administrative Assistant, LShockey@columbiatn.gov, 931-560-1529

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN AGREEMENT BETWEEN GREE TRAILS, LLC, BOBBY SANDS AND BETH SANDS, AND THE CITY OF COLUMBIA REGARDING THE RELOCATION AND IMPROVEMENT OF BAKER ROAD AT BEAR CREEK PIKE, AND THE SUBSEQUENT ABANDONMENT OF EXCESS RIGHT-OF-WAY. (WARD 5)

RECOMMENDATION: Approve

INFORMATION: Intersection and roadway improvements are required for the development of the Heritage Green Subdivision development, located at Tax Map 074 Parcel 037.00. Baker Road will be relocated approximately thirty feet to the east of its current alignment, the road widened, and turn lanes added. The new right-of-way for Baker Road will be platted and the roadway dedicated to the City of Columbia, and subsequently the excess right-of-way quitclaimed to Bobby and Beth Sands.

CERTIFICATION:

ATTACHMENTS: Baker Road Staff Report, Baker Road Relocation Agreement

This Instrument Prepared By:

Thomas M. Hutto, Attorney
Dale, Hutto & Lyle PLLC
805 South Garden Street
P.O. Box 1017
Columbia, TN 38402-1017

BAKER ROAD RELOCATION AGREEMENT

THIS AGREEMENT made on this, the 9 day of October, 2022, ("Effective Date") by and between **GREEN TRAILS, LLC**, a Tennessee limited liability company, FIRST PARTY, and **BOBBY SANDS, and wife, BETH R. SANDS**, SECOND PARTY, and the **CITY OF COLUMBIA, TENNESSEE**, a municipal corporation, THIRD PARTY (Collectively known as "PARTIES"). This Agreement is contingent on the required governmental approvals of the Baker Road Construction Plans ("Construction Plans"), attached as Exhibit A.

WHEREAS, in consideration of mutual promises and other valuable consideration, the receipt and sufficiency of which is acknowledged, SECOND PARTY and THIRD PARTY grant FIRST PARTY the right (including ingress and egress) to install, operate, improve, and or maintain its equipment on the their property, for the work to be performed, subject to governmental approvals, to relocate Baker Road, lying in Maury County, Tennessee within the corporate limits of Columbia in accordance with the Construction Plans, Exhibit A.

SECOND PARTY represents and warrants that they are the legal owners of and the holders of fee title to the real property described shown on the Construction Plans, laying both east and west of Baker Road and described on the tax records of Maury County, Tennessee as Map 91, Parcel 12.03. THIRD PARTY represents and warrants that it is the legal owner of and the holder of fee title to the property described as the existing right of ways and utility easements for Baker Road, as shown on the Construction Plans, Exhibit A.

FIRST PARTY agrees, to perform all work, subject to governmental approvals, required to relocate Baker Road, lying in Maury County, Tennessee within the corporate limits of Columbia in accordance with the Construction Plans. FIRST PARTY acknowledges and accepts that it is responsible for all costs, expenses, fees, or other expenditures that may be associated with the work to be performed, subject to governmental approvals, in the relocation of Baker Road in accordance with the Construction Plans, Exhibit A.

SECOND PARTY agrees they shall execute and convey to THIRD PARTY, or its agent, all necessary real property for the relocation of easements and rights-of-ways, upon FIRST PARTY's completion of the work to be performed, subject to governmental approvals, for the relocation of Baker Road in accordance with the Construction Plans, Exhibit A. THIRD PARTY agrees it shall, in return, abandon and covey to SECOND PARTY, or their heirs or successors in interest, all real property shown on the Construction Plans, upon FIRST PARTY's completion of the work to be performed, subject to governmental approvals, for the relocation of Baker Road in accordance with the Construction Plans, Exhibit A. THIRD PARTY agrees it shall dedicate the proposed right of ways and utility easements, upon FIRST PARTY's completion of the work to be performed, subject to governmental approvals, for the relocation of Baker Road in accordance with the Construction Plans, Exhibit A.

IT IS MUTUALLY understood and agreed by and between PARTIES hereto that portions of the land lying where Baker Road is currently established shall become the land of

SECOND PARTY, and portions of the land lying within the boundaries of the proposed relocation area of Baker Road shall become the land of THIRD PARTY, in accordance with the Construction Plans, Exhibit A, which may be updated from time to time prior to the dedication with notice to all parties but without joinder, unless a party objects in writing to any update. FIRST PARTY understands and agrees that SECOND PARTY and THIRD PARTY shall not be held responsible for any cost associated with the work to be performed, subject to governmental approvals, for the relocation of Baker Road in accordance with the Construction Plans, Exhibit A.

PARTIES shall not be able to transfer, assign, or modify its responsibilities with respect to this Agreement without all Parties written consent. Nothing in this Agreement shall be construed to prohibit a transfer of ownership by SECOND PARTY to subsequent owners and assigns.

PARTIES acknowledge and agree that if any PARTY choses to not uphold any provision under this Agreement, they will be held liable for any damages that may be incurred by any PARTY herein.

IF ANY one or more of the provisions of this Agreement are found to be invalid or unenforceable, such invalid provision shall be severed from this Agreement, and the remaining provisions of this Agreement will remain in effect without further impairment.

THIS AGREEMENT shall by construed in accordance with the laws of the State of Tennessee, and venue for any action shall be exclusively in Maury County, Tennessee.

THIS AGREEMENT shall be recorded in the office of the Register of Deeds for Maury County, Tennessee, and this AGREEMENT shall constitute as a covenant running with the land, and shall be binding upon all parties, heirs, administrators, executors, assigns and any other successors in interest.

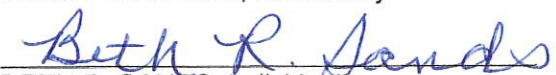
IN WITNESS WHEREOF, the parties have hereunto set their signatures this the 9 day of October, 2023.

FIRST PARTY:
GREEN TRAILS, LLC


By: RICHARD DECKBAR, Chief Manager

SECOND PARTY:


BOBBY W. SANDS, individually


BETH R. SANDS, individually

THIRD PARTY:
CITY OF COLUMBIA, TENNESSEE

By:
Title:

AMENDMENT TO BAKER ROAD RELOCATION AGREEMENT

Green Trails, LLC, Bobby Sands, and wife, Beth R. Sands, and City of Columbia, Tennessee, further agree to the following:

- 1) Green Trails, LLC, will pay \$100,000.00 to Bobby and Beth Sands for the right of way needed for the relocation of Baker Road and as compensation for loss of use of the barns;
- 2) Green Trails, LLC, will replace fencing and trees that are disturbed with the relocation of the roadway;
- 3) Green Trails, LLC, designed the Baker Road Relocation to move approximately 70 feet from the side of Bobby and Beth Sands home;
- 4) City of Columbia, Tennessee will dedicate the excess right of way back to Bobby and Beth Sands at the plat recording of the improvement to Baker Road;
- 5) Green Trails, LLC will maintain access points to the Sands property on the west side/upper field entry and the east side/barn lots in a similar manner as they currently exist;
- 6) Green Trails, LLC will remove the current roadway/pavement for Baker Road and replace with topsoil and seeding or sod; and
- 7) Green Trails, LLC will leave any excess topsoil on site at the Sands property.

Entered into this the 9th day of October, 2024.



Green Trails, LLC

By: Richard Deckbar, Chief Manager



Bobby W. Sands, individually



Beth R. Sands, individually

City of Columbia, Tennessee

By: _____

Its: _____

Approved as to Legal Form:


C. Tim Tisher, City Attorney

HERITAGE GREEN BAKER RD & BEAR CREEK PK OFFSITE PLANS

MAP 74, PARCEL 37.00
626 BAKER ROAD
COLUMBIA, MAURY COUNTY, TENNESSEE

SITE LOCATION MAP:



SHEET SCHEDULE:

CS0	COVER SHEET
CS1	EXISTING CONDITIONS
CS2	INITIAL EPGC PLAN
CS3	PROPOSED EPGC PLAN
CS4	PROPOSED EPGC PLAN
CS5	PROPOSED EPGC PLAN
CS6	PROPOSED EPGC PLAN
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CS100	PROPOSED EPGC PLAN

OWNER:

HERITAGE GREEN, LLC
2025 BERRY HILL DRIVE
NASHVILLE, TN 37204
615.397.4513

APPLICANT/ENGINEER:

ISLAND SOLUTIONS, LLC
2025 BERRY HILL DRIVE
NASHVILLE, TN 37204
615.397.4513

UTILITY CONTACTS:

WATER & COLUMBIA POWER & WATER SYSTEM
ELECTRIC COLUMBIA POWER & WATER SYSTEM
615.397.4513

SEWER:

COLUMBIA WASTEWATER SYSTEM
124 TRENTON PLANT ROAD
COLUMBIA, TN 3801
615.397.4513

FLOODNOTE
THIS DOCUMENT IS NOT A FLOOD HAZARD
MAP. IT IS A PRELIMINARY DESIGN
DOCUMENT.



COVER
SHEET
C.O.0

HERITAGE GREEN
BAKER RD & BEAR CREEK PK
OFFSITE PLANS
MAP 74, PARCEL 37
626 BAKER ROAD
COLUMBIA, MAURY COUNTY, TENNESSEE

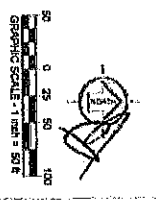
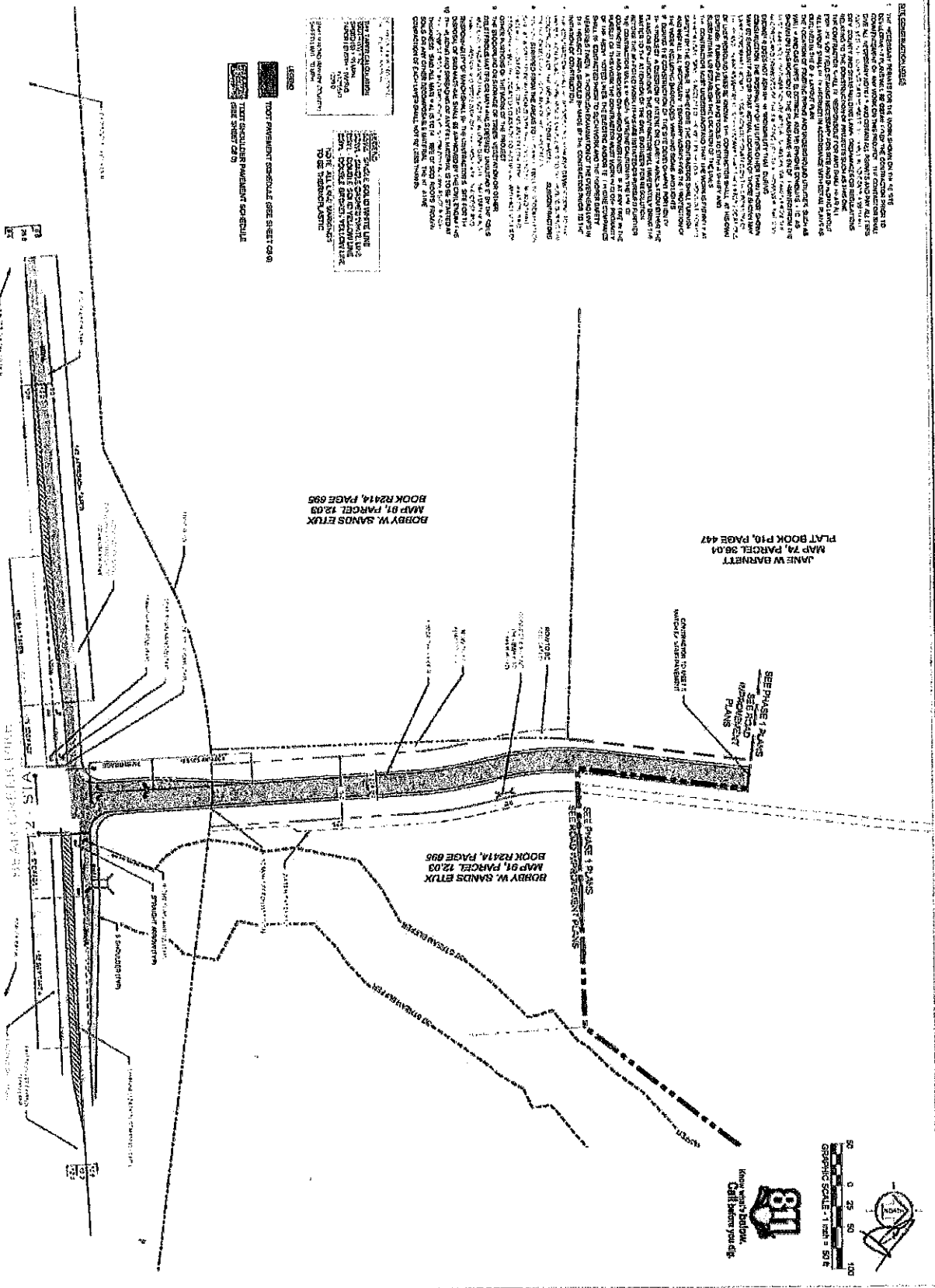


BUT CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
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HERITAGE GREEN
 BAKER RD & BEAR CREEK PK
 OFFSITE PLANS
 MAP 74, PARCEL 37
 826 BAKER ROAD
 COLUMBIA, MAURY COUNTY, TENNESSEE

SITE PLAN
C20

GRADING AND DRAINAGE NOTES

1. ALL EXISTING GRADES ARE SHOWN BY DASHED LINES. ALL PROPOSED GRADES ARE SHOWN BY SOLID LINES. ALL PROPOSED DRAINAGE AREAS ARE SHOWN BY HATCHED AREAS.

2. THE PROPOSED DRAINAGE SYSTEM IS BASED ON THE ASSUMPTION THAT THE PROPOSED GRADES WILL BE MAINTAINED PERMANENTLY.

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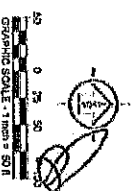
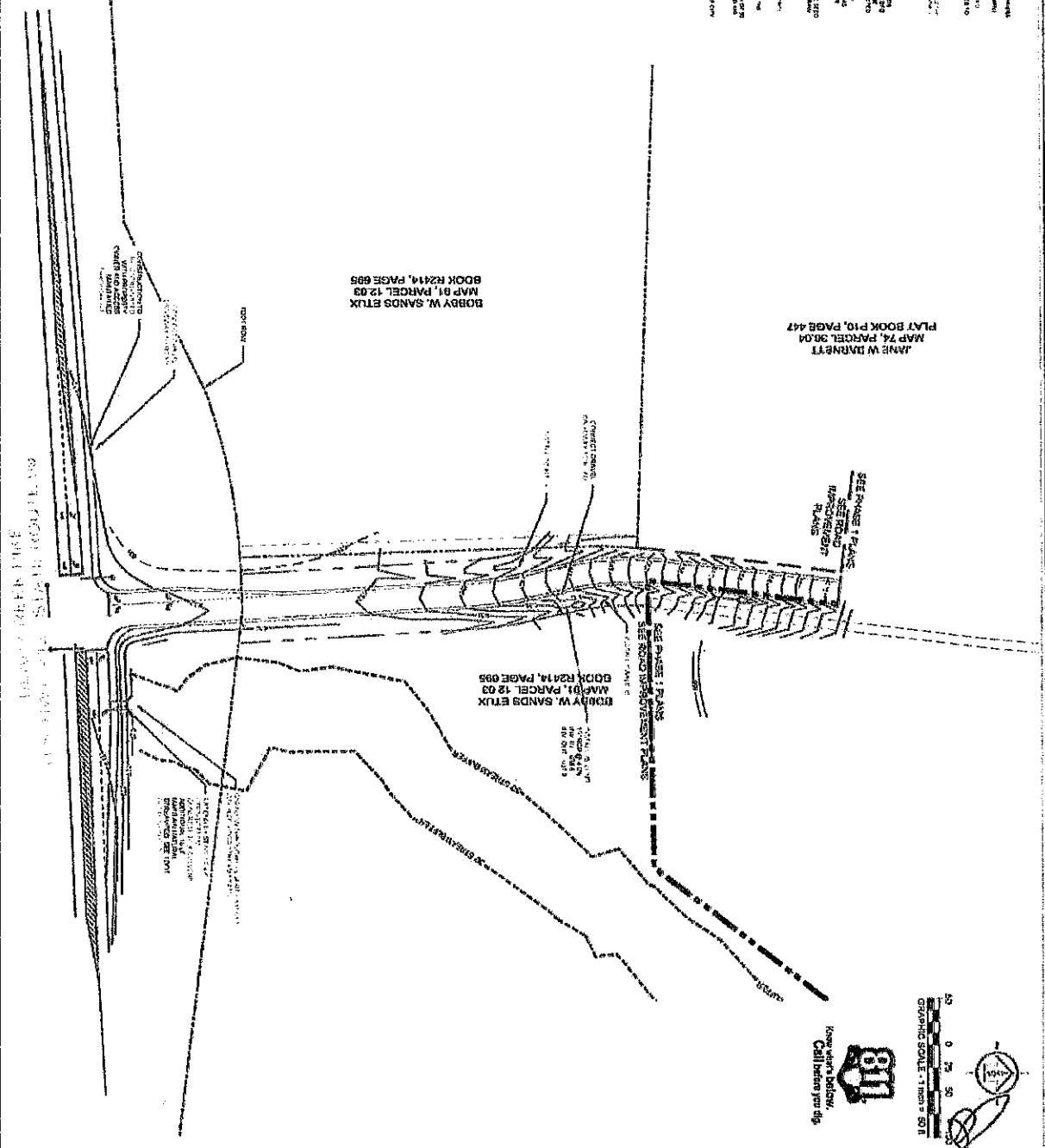
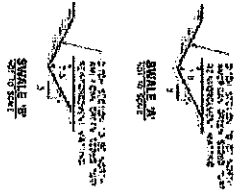
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HERITAGE GREEN
BAKER RD & BEAR CREEK PK
OFFSITE PLANS
MAP 74, PARCEL 37
828 BAKER ROAD
COLUMBIA, MAURY COUNTY, TENNESSEE

ISLAND SOLUTIONS
2025 Hwy 140 S, Nashville, TN 37214

10/25/2024

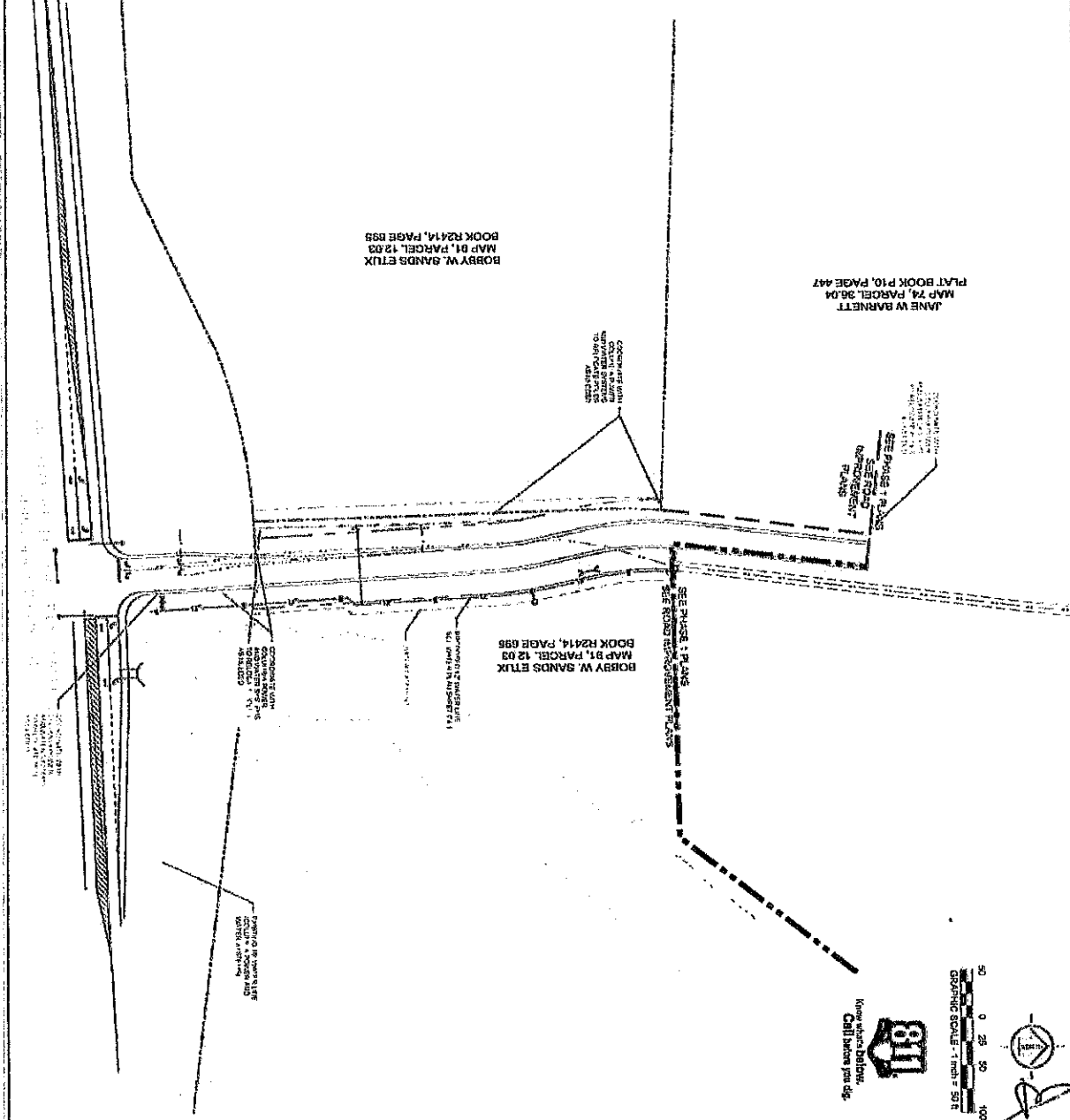
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GRADING & DRAINAGE PLAN

10/25/2024

PUBLIC UTILITY PLANNING

1. ALL UTILITIES SHALL BE LOCATED IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
2. THE LOCATION OF UTILITIES SHALL BE DETERMINED BY THE FOLLOWING STANDARDS:
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CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Lindsay W. Barrier, Engineering Associate, lbarrier@columbiatn.gov, 931.560.1527

AGENDA ITEM TITLE: APPROVE REIMBURSEMENT IN THE AMOUNT OF \$130,000 TO LENNAR HOMES OF TENNESSEE, LLC FOR HONEY FARMS TOWNHOMES, PHASE 1A - DEVELOPMENT SERVICES DEPARTMENT

RECOMMENDATION: Approve.

INFORMATION: On August 16, 2024, a Business Surety check in the amount of \$130,000 was received from K2 Development, LLC to ensure the completion of roads, striping, signage, drainage, grading, street lighting, landscaping and offsite improvements for Honey Farm Townhomes, Phase 1A. A replacement Letter of Credit No. 55111261 was received from Regions Bank and approved October 3, 2024. Lennar Homes is requesting the release of the Business Surety Check.

CERTIFICATION:

ATTACHMENTS: Regions Bank Replacement Letter of Credit; Request for Reimbursement of Business Surety Guarantee; Original Surety Guarantee and Business Check



APPROVED AS TO AMOUNT:

[Signature] 10/3/24
City Engineer Date

APPROVED AS TO LEGAL FORM:

[Signature] 10/4/24
City Attorney Date

2050 PARKWAY OFFICE CIRCLE, 2ND FLOOR, HOOVER, AL 35244
S.W.I.F.T. UPNBUS44XXX
PHONE (866)828-6928 FAX (205)905-5051

ISSUE DATE: SEPTEMBER 10, 2024

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 55111261

BENEFICIARY:
CITY OF COLUMBIA
700 NORTH GARDEN STREET
COLUMBIA, TENNESSEE 38401

ACCOUNT PARTY:
LENNAR HOMES OF TENNESSEE, LLC
381 MALLORY STATION RD #200
FRANKLIN, TN 37067

LC AMOUNT: USD \$130,000.00 (ONE HUNDRED THIRTY THOUSAND AND 00/100 US DOLLARS)

EXPIRATION DATE: SEPTEMBER 08, 2025

RE: IRREVOCABLE STANDBY LETTER OF CREDIT FOR LENNAR HOMES OF TENNESSEE, LLC FOR HONEY FARM TOWNHOMES PHASE 1A, COLUMBIA, TENNESSEE

GENTLEMEN:

THIS BANK HEREBY ISSUES IN YOUR FAVOR ITS IRREVOCABLE STANDBY LETTER OF CREDIT AT THE REQUEST AND FOR THE ACCOUNT OF LENNAR HOMES OF TENNESSEE, LLC FOR AN AMOUNT NOT TO EXCEED IN THE AGGREGATE U.S. DOLLARS \$130,000.00 EFFECTIVE SEPTEMBER 10, 2024 AND EXPIRING AUTOMATICALLY AT THIS BANK'S OFFICE AT 2050 PARKWAY OFFICE CIRCLE, 2ND FLOOR, HOOVER, AL 35244, ATTN: GLOBAL TRADE SERVICES ON SEPTEMBER 08, 2025.

WE ARE ADVISED BY THE ACCOUNT PARTY THAT THE PURPOSE OF THIS LETTER OF CREDIT IS TO ENSURE THE COMPLETION OF ROADS, STRIPING, SIGNAGE, CURBING SIDEWALKS, DRAINAGE, GRADING, STREET LIGHTING, LANDSCAPING AND OFFSITE IMPROVEMENTS FOR HONEY FARM TOWNHOMES PHASE 1A, COLUMBIA, TENNESSEE 38401 AS REQUIRED BY THE CITY OF COLUMBIA.

FUNDS UNDER THIS CREDIT ARE AVAILABLE AGAINST YOUR SIGHT DRAFTS DRAWN ON THIS BANK, EACH DULY SIGNED AND BEARING ON ITS FACE THE CLAUSE "DRAWN UNDER REGIONS BANK, 2050 PARKWAY OFFICE CIRCLE, 2ND FLOOR, HOOVER, AL 35244, ATTN: GLOBAL TRADE SERVICES, LETTER OF CREDIT NO. 55111261" AND PRESENTED AT SIGHT BEFORE OUR CLOSE OF BUSINESS ON OR BEFORE THE ABOVE EXPIRATION DATE, ACCOMPANIED BY THE FOLLOWING DOCUMENTS, AND IN STRICT COMPLIANCE WITH THE FOLLOWING TERMS AND CONDITIONS:

A STATEMENT ON BENEFICIARY'S LETTERHEAD DULY EXECUTED AND DATED BY AN AUTHORIZED OFFICIAL OF THE CITY OF COLUMBIA SIGNING AS SUCH CERTIFYING THAT LENNAR HOMES OF TENNESSEE, LLC HAS FAILED TO PERFORM THE COMPLETION OF ROADS, STRIPING, SIGNAGE, CURBING SIDEWALKS, DRAINAGE, GRADING, STREET LIGHTING, LANDSCAPING OR OFFSITE IMPROVEMENTS FOR HONEY FARM TOWNHOMES PHASE 1A, COLUMBIA, TENNESSEE 38401 AS REQUIRED BY THE CITY OF

Page 1 of 2



City of Columbia
700 North Garden Street
Columbia, TN 38401
Douglas Toney, P.E.
Assistant City Engineer

September 26, 2024

RE: Replacement Letter of Credit for Honey Farms Phase 1A

Dear Mr. Toney,

Please find attached the "Replacement Letter of Credit" for Honey Farms Phase 1A that will replace the "Cash" posted with the City of Columbia on 8/19/2024

Lennar Homes of Tennessee, LLC is requesting full reimbursement of the \$130,000.00

Check to be made Payable to:

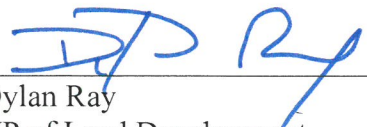
Lennar Homes of Tennessee, LLC
381 Mallory Station Road, Suite 200
Franklin, TN 37067

Mail Check to:

Lennar Homes of Tennessee, LLC
381 Mallory Station Road, Suite 200
Franklin, TN 37067
Attention: Angela Lashley/Land Coordinator

Please let me know if you have any questions

Thank you kindly



Dylan Ray
VP of Land Development
Lennar Homes of Tennessee, LLC
615-483-8067 / Dylan.Ray@Lennar.com

Surety Guarantee

DATE: 8/19/2024

EXPIRATION DATE: _____

TO: CITY OF COLUMBIA
700 NORTH GARDEN STREET
COLUMBIA, TENNESSEE 38401

RE: Deposited Check # 8559 from _K2 Development on behalf of Lennar Homes of Tennessee, LLC_ for _Honey Farms Phase 1A_ Subdivision, Columbia, Tennessee 38401.

The Developer hereby issues in your favor a business check for the account of \$130,000.00 for an amount not to exceed in the aggregate U.S. Dollars \$ 130,000.00 effective 8/19/2024. The purpose of this Deposited Business Check # 8559 is to ensure the completion of roads, striping, signage, curbing, sidewalks, drainage, grading and street lighting for _Honey Farms Phase 1A_ Subdivision, Columbia, Tennessee 38401 as required by the City of Columbia.

These funds are available if Lennar Homes of Tennessee, LLC fail to perform the completion of roads, striping, signage, curbing, sidewalks, drainage, grading or street lighting for _Honey Farms Phase 1A_ Subdivision, Columbia, Tennessee 38401 as required by the City of Columbia.

It is a condition of this surety that it shall be deemed automatically extended, without amendment for a one (1) year period from the expiration date shown here on, or any future expiration date unless at least (60) days prior to any expiration date the developer sends notice to the City of Columbia by Registered Mail that they elect not to renew this Letter of Credit for any such additional period.

Lennar Homes of Tennessee, LLC will be issuing a Letter of Credit within the next two weeks, which at that time will request this Cash Surety to be replaced with the Letter of Credit and the "Cash" surety refunded to Lennar Homes of Tennessee, LLC

AG EHC II (LEN) Multi State 4, LLC,
a Delaware limited liability company

Lennar Homes of Tennessee, LLC

OWNER

Steven S. Benson

TITLE:

Steven S. Benson
Manager of Essential Housing Asset Management, LLC,
an Arizona limited liability company, the Authorized
Agent of AG EHC II (LEN) Multi State 4, LLC

DEVELOPER

Dylan Ray

TITLE:

Dylan Ray -VP of Land Development

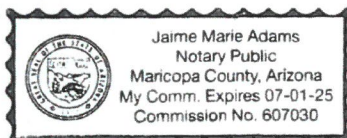
ATTEST:

ATTEST:

Jaime Marie Adams

Notary Public

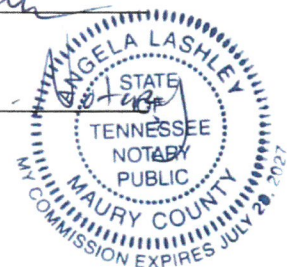
TITLE



Angela Lashley

Land Coordinator

TITLE



Receipt Date: 8/16/2024

City Of Columbia
700 North Garden Street
Columbia, TN 38401
(931) 560-1500
Receipt Number: 10112156

Miscellaneous Receipt

Name: K2 DEVELOPMENT LLC

Code: 999-MISCELLANEOUS

Amt: \$130,000.00

MR #: 10092457

Description: Lennar Homes of TN Honey Frms Phase 1A

Reference: Surety to ensure completion of roads stiping etc

Notes:

GL Account	Description	Amount
110-21502-	Letters Of Credit/Surety Bonds/Called Bonds	130000.00

Payment Information

Check 1352 \$130,000.00 Paid By: K2 DEVELOPMENT LLC

Amount Tendered: \$130,000.00

Total Paid: \$130,000.00

Change: \$0.00

☐ Voided

Batch: KIM - 8/16/2024

8/16/2024 11:50 Page 1 of 1

Collecting Official, City Of Columbia

K2 DEVELOPMENT LLC
7019 FISHING CREEK RD
NOLENSVILLE, TN 37135

1352
87-703/843
00280

8/16/24 Date

Pay to the Order of CITY OF COLUMBIA \$ 130,000.00

ONE HUNDRED AND THIRTY THOUSAND 00/100 Dollars

FirstBank
www.FirstBankOnline.com

For HE - PHIA

Bill K

1352

084307033 88378559

Photo Safe Deposit®
Details on back

REGAL



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Michele Stevens, Administrative Assistant, mstevens@columbiatn.com, 931-560-1010

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT FOR ENGINEERING SERVICES ASSET MANAGEMENT PLAN CONTRACT BETWEEN THE CITY OF COLUMBIA AND J.R. WAUFORD & COMPANY

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests the mayor to sign the Agreement for Engineering Services Asset Management Plan Contract between the City of Columbia and J.R. Wauford & Company in the amount of \$49,000.

CERTIFICATION:

ATTACHMENTS:

J.R. Wauford & Company Agreement for Engineering Services Asset Management Plan Contract

AGREEMENT FOR ENGINEERING SERVICES
ASSET MANAGEMENT PLAN
COLUMBIA, TENNESSEE

THIS AGREEMENT, made this _____ day of _____, 2024, by and between the CITY OF COLUMBIA, TENNESSEE, hereinafter called the OWNER, and J. R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC., a Tennessee corporation, hereinafter called the ENGINEER.

WHEREAS, the OWNER owns and operates an existing sanitary sewer collection system; and

WHEREAS, the Owner desires the creation of an Asset Management Plan to assist with identification, acquisition, renovation, construction, and operation and maintenance of existing and proposed infrastructure; and

WHEREAS, the OWNER desires to employ the ENGINEER to provide engineering services for the Project as described hereinafter.

FOR AND IN CONSIDERATION of the covenants contained herein, the OWNER hereby retains the ENGINEER to perform the engineering services described hereinafter and the ENGINEER agrees to perform such work for the consideration enumerated.

1. SCOPE OF SERVICES

a. Asset Management Plan

The scope of work to be performed as part of this AGREEMENT for the preparation of the Asset Management Plan shall consist of the following:

(1) Project Initiation and Project Management

The ENGINEER shall meet with the OWNER to determine the project approach and communicate expectations. The ENGINEER shall review the project schedule, roles and responsibilities, and purpose of development of an Asset Management Plan. The ENGINEER shall communicate the information the OWNER shall furnish to the ENGINEER for preparation of the Asset Management Plan.

(2) Asset Inventory Data Collection

The ENGINEER shall assist with the asset data collection using field and office collection/compilation processes. The asset inventory and condition assessment guidelines are as follows:

- Included assets should have a value of at least \$5,000
- Assets shall have a unique identification number
- Assets shall have an estimated useful life
- Assets should be a maintenance managed item against which a work order will be issued
- Assets should be critical for the delivery of processes and services to customers, provide compliance with regulatory standards, and ensure staff and public safety

The field data collection shall include location of sewage pumping stations, utility owned valves, and manholes with the following information collected:

- Location
- Name
- GIS Longitude/Latitude
- Asset description
- Asset size

Field data collection services do not include excavation or subsurface investigation.

(3) Asset Management Plan

The Asset Management Plan shall include the following tasks:

- Component No. 1 – Current State of the Assets – Inventory and Condition Assessment
- Component No. 2 – Level of Service
- Component No. 3 – Critical Assets
- Component No. 4 – Minimizing Life Cycle Costs – Capital Improvement Plan
- Component No. 5 – Long Term Funding Plan – Rate Evaluation

b. Additional Engineering Services

In addition to the scope of services described at Paragraph 1, Subparagraph a. being performed, the following services may be provided by the ENGINEER upon prior written authorization of the OWNER.

- (1) Hydraulic or other studies that may be required.
- (2) Modification of maps and/or descriptions of any easements or acquisitions after initial easements and descriptions have been provided to the OWNER.
- (3) Redesigns ordered by the OWNER after final technical specifications and construction drawings have been accepted by the OWNER.
- (4) Appearances before courts or boards on matters of litigation or hearings related to the Project.
- (5) Preparation of environmental assessments or environmental impact statements.
- (6) Preparation of information necessary for project financing including grant and/or loan applications.
- (7) Engineering services related to the project, but not specifically included at Paragraph 1. SCOPE OF SERVICES Subparagraph a. hereinbefore.

2. COMPENSATION

The OWNER agrees to pay the ENGINEER for the scope of services performed as stated hereinafter. The amount of any excise, value added or gross receipts tax that may be imposed shall be added to the compensation enumerated herein. The ENGINEER shall present the OWNER with invoices on a monthly basis and the OWNER shall promptly pay the ENGINEER within thirty (30) days of receipt of each invoice.

a. Asset Management Plan

For performance of the scope of services described at Paragraph 1.a. hereinbefore, the OWNER agrees to pay the ENGINEER the lump sum amount of FORTY-NINE THOUSAND and 00/100 DOLLARS (\$49,000.00), payable on a monthly pro rata basis upon submission of invoices as work proceeds.

b. Additional Engineering Services

For performance of any additional engineering services described at Paragraph 1.b. hereinbefore which are requested in writing by the OWNER,

the OWNER agrees to pay the ENGINEER based on the Standard Charges listed in Attachment No. 1.

3. EXCLUSIONS

- a. The ENGINEER shall not and will not be considered in charge of or responsible for acts of the construction contractor(s)' methods of construction, construction progress, construction forces or equipment or safety procedures.
- b. The ENGINEER will not be considered responsible for or in charge of nontechnical items not within his purview and/or control including, but not limited to, legal services.
- c. No inclusion or allowance is made for extra work caused by changes in State or Federal laws or regulations after the execution of this AGREEMENT.
- d. No inclusion or allowance is made for boundary surveys required to prepare easement descriptions or acquisition documents; however, the ENGINEER will furnish the OWNER a topographic survey from which proposed boundary lines can be established by an OWNER-procured Registered Land Surveyor.
- e. The ENGINEER will not perform geotechnical analysis nor subcontract directly for these services. In the event geotechnical analysis is determined to be necessary for the successful completion of the Project, the ENGINEER will provide the OWNER with a proposal form for directly procuring geotechnical engineering services and a list of geotechnical firms for solicitation of proposals.
- f. The ENGINEER and its consultants are not product developers or engineers, chemists, or materials scientists. The ENGINEER has no ability or responsibility to determine the detailed physical properties or chemical composition of building materials, systems, and equipment that may be specified for use on the project. The ENGINEER has no ability or responsibility to test products or systems until fully integrated into the construction. The ENGINEER and its consultants are entitled to rely upon the information contained in submittals, product catalogs, and otherwise published by suppliers and product manufacturers regarding the physical characteristics, composition, properties, durability, and suitability for use of all materials, products, and systems.

4. OWNER'S RESPONSIBILITIES

- a. The OWNER will furnish access to all lands required.
- b. The OWNER will furnish any records required.
- c. The OWNER will furnish plans of existing facilities to the extent such plans are available.
- d. The OWNER will furnish liaison with and will be responsible for securing and paying any fees associated with permits, licenses, or other approvals from utility, transportation, building code enforcement, and environmental agencies including electric, gas, water, wastewater, and telephone system owners; railroad and roadway owners; city and county building code departments; and state and federal environmental regulatory agencies.
- e. The OWNER will pay all fees required by STATE review agencies for their review of the technical specifications, construction drawings and contract documents prepared under the terms of this AGREEMENT.
- f. The OWNER will pay all fees associated with the advertisement of required public notices and of notices for bids for the construction contract published in newspapers and/or other publications.
- g. The OWNER shall verify the location and/or elevation of its related underground facilities by excavations if it is uncertain of their size and/or location.
- h. The OWNER agrees to contract directly for geotechnical engineering services if required. The ENGINEER agrees to assist the OWNER during procurement of a geotechnical engineering firm to perform the work at no additional charge.

5. CONFINED SPACES

During the performance of the services under this AGREEMENT, the ENGINEER may find it necessary to enter "confined space(s)" as defined by OSHA regulations in order to observe conditions and/or obtain necessary data. The OWNER is required by regulation to have in place a "Confined Space Permit Program" including the necessary testing and safety equipment. The OWNER shall provide without cost to the ENGINEER the proper "Permit", the "Attendant" and/or the "Entry Supervisor" together with all necessary testing, safety and emergency equipment and all other means of compliance with OSHA regulations. The ENGINEER will provide general training to its proposed "Authorized Entrant(s)";

however, the OWNER shall provide training required for the equipment furnished, the OWNER's Permit System or any other condition special to the OWNER's facilities. The OWNER shall be fully responsible for compliance with the appropriate regulations.

6. DISPUTE RESOLUTION BY MEDIATION

In an effort to resolve any conflicts that arise during the performance of the services or following the completion thereof, the OWNER and the ENGINEER agree that all disputes between them arising out of or relating to this AGREEMENT or the Project shall be submitted to nonbinding mediation. The mediator shall be selected from a panel of persons having experience with and knowledge of the practice of environmental engineering. The place of mediation shall be as mutually agreed upon by the OWNER and the ENGINEER.

7. TERMINATION / SUSPENSION / FORCE MAJEURE

This AGREEMENT may be terminated or suspended, for convenience, by either party upon 30 days advance written notice. Upon termination or suspension, the ENGINEER will be paid for all services performed up through the termination or suspension date. Neither Party shall be liable to the other for any failure or delay in performing an obligation under this AGREEMENT that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural disasters and catastrophes, governmental acts or omissions, orders of health departments or other government officials, changes in laws or regulations, national strikes, fire, explosion, or other causes of damage to the Project site, or generalized lack of availability of raw materials or energy. The ENGINEER and its consultants shall not be required to perform any service that would require or may result in exposure of their employees to hazardous or unsafe conditions. Remote meetings and remote site observation and inspection by camera, web camera, video camera, unmanned aerial vehicle, or similar platform is authorized for all purposes if reasonably necessary to avoid exposing such employees to unsafe conditions. Force Majeure shall not include: (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

8. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this AGREEMENT as amended, the total liability, in the aggregate, of the ENGINEER and the ENGINEER's officers, directors, partners, owners, employees

and subconsultants to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including without limitation attorneys' fees and costs and expert-witness fees and litigation costs of any nature whatsoever resulting from or in any way related to the Project or this AGREEMENT from any cause or causes shall be limited to One Hundred Thousand Dollars (\$100,000). It is intended that this limitation apply to any and all liability or causes of action, however alleged or arising. It is intended by the parties to this AGREEMENT that the ENGINEER's services in connection with the Project shall not subject the ENGINEER's individual employees, owners, officers or directors to any personal liability for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein or in any other AGREEMENT, the OWNER agrees that any claim, demand, cause of action, or suit arising from this AGREEMENT and/or the ENGINEER's services shall be directed and/or asserted only against the ENGINEER, a Tennessee corporation, and not against any of the ENGINEER's individual employees, owners, officers or directors.

9. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The ENGINEER agrees to comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives.

10. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- a. The ENGINEER agrees to provide the State of Tennessee, the OWNER, Treasury, the Comptroller General of the United States, or their authorized representatives access to books, documents, papers, and records of the ENGINEER which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The ENGINEER agrees to permit the foregoing parties to reproduce files or to copy excerpts and transcriptions as reasonably needed.

11. ARPA CERTIFICATIONS

TDEC has required the addition of several certifications on AGREEMENTS that are funded by ARPA. These certifications are now included as attachments.

12. DESIGNATED REPRESENTATIVES

The services to be performed by the ENGINEER under this AGREEMENT are intended solely for the benefit of the OWNER. Nothing contained herein shall confer any rights upon or create any duties on the part of the ENGINEER toward any person or persons not a party to this AGREEMENT including, but not limited to, any construction contractor, construction subcontractor, material or equipment supplier, or sureties of any of them.

The designated representative of the OWNER empowered to receive all correspondence from the ENGINEER and give the ENGINEER instructions within the scope of this AGREEMENT shall be:

Donnie Boshers
Director
Columbia Wastewater System
1244 Treatment Plant Road
Columbia, Tennessee 38401
(615) 560-1001 ext. 3113

The designated representative of the ENGINEER empowered to receive all correspondence, instructions and payments from the OWNER and to speak for the ENGINEER within the scope of this AGREEMENT shall be:

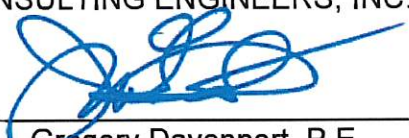
J. Gregory Davenport, P.E.
President
J. R. Wauford & Company
Consulting Engineers, Inc.
2835 Lebanon Pike
Nashville, Tennessee 37214
(615) 883-3243

The OWNER and the ENGINEER each bind itself, its partners, successors, legal representatives, and assigns to the other party to this AGREEMENT, and to its partners, successors, legal representatives and assigns of such other party in respect to all covenants of this AGREEMENT.

The OWNER and the ENGINEER hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, they have executed this AGREEMENT the day and year first written above.

ENGINEER:

J. R. WAUFORD & COMPANY,
CONSULTING ENGINEERS, INC.BY: J. Gregory Davenport, P.E.
President

OWNER:

CITY OF COLUMBIA, TENNESSEE

BY: _____

Charles (Chaz) M. Molder
Mayor

ATTEST:

BY: Stephen C. Lee, P.E.
Corporate Secretary

ATTEST:

BY: _____

Thad H. Jablonski
City Recorder

Attachments:

Attachment No. 1: Standard Charges

Engineer TDEC Certifications: Byrd Anti-Lobbying Amendment Certification, Certification Regarding Debarment, Suspension and Other Responsibility Matters, Iran Divestment Act Certification, and Non-Boycott of Israel Certification

Approved as to Legal Form:


C. Tim Tisher, City Attorney

Attachment No. 1

STANDARD CHARGES

Effective January 1, 2024

Statements will be issued on a monthly basis in accordance with the following method:

Salary Cost Plus a Multiplier

Two times the salary cost of employees for time properly chargeable to the work. Salary cost includes the actual payroll charge plus direct additives which was calculated to be 76.18% for F.Y. ending 12-31-23. Salary cost includes any overtime pay as mandated by the Department of Labor.

Plus expenses properly chargeable to the work, as listed below, reimbursable at cost.

EXPENSES REIMBURSABLE AT COST

- A. Travel by private vehicle at the rate approved by the IRS.
- B. Travel by scheduled airline or charter plane at cost.
- C. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work.
- D. Printing, reproduction, photography, testing laboratories, or special materials in connection with the work.
- E. Mobile phone bills for resident observers and surveyors.
- F. Other consultant fees as approved by client.



STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- ☒ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ☒ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- ☒ The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	June 30, 2023
Signature of Authorized Representative	Date
J. Gregory Davenport, P.E., President	615-883-3243 gregd@jrwauford.com
Printed Name and Title	Phone Number / Email Address



STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- ☒ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ☒ Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- ☒ Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- ☒ Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

	June 30, 2023
Signature of Authorized Representative	Date
J. Gregory Davenport, P.E., President	615-883-3243 gregd@jrwauford.com
Printed Name	Phone Number / Email Address

☐ I am unable to certify to the above statements. Explanation is attached.



STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	J. R. Wauford & Company Consulting Engineers, Inc.
EDISON SUPPLIER IDENTIFICATION NUMBER:	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

J. Gregory Davenport, P.E., President

PRINTED NAME AND TITLE OF SIGNATORY

June 30, 2023

DATE



STATE OF TENNESSEE

NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

	June 30, 2023
Signature of Authorized Representative	Date
J. Gregory Davenport, P.E., President	615-883-3243 gregd@jrwauford.com
Printed Name	Phone Number / Email Address



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

JONATHAN STOTLER, DIRECTOR OF MIS, JSTOTLER@COLUMBIATN.GOV, 9315601550

AGENDA ITEM TITLE: APPROVE THE PURCHASE OF DESKTOP, TOWERS, TABLETS AND ACCESSORIES FROM DELL TECHNOLOGIES IN THE AMOUNT OF \$62.935.19

RECOMMENDATION: Approve.

INFORMATION: The Purchasing Agent approved the National Cooperative Purchasing Alliance contract bid NCPA #01-42 is an 8-year term, date to date. The vendor of record for the contract is Dell, Inc.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 19 OptiPlex 7020 Small Form Factor desktop computers will be purchased in the amount of \$14,657.55.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 10 Dell Latitude 3340 2-in-1 tablets will be purchased in the amount of \$8,266.00.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 24 Dell Dock WD19s units will be purchased in the amount of \$3,530.88.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 14 OptiPlex Micro Form Factor desktop computers will be purchased in the amount of \$9,839.76.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 8 All-in-One 7420 desktop computers will be purchased in the amount of \$7,758.32.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 4 Dell Latitude 7320 Rugged Extreme tablets will be purchased in the amount of \$8,816.92.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 17 Dell 27" Monitor - P2725H will be purchased in the amount of \$2,702.49.

Per Quote 3000182472701.1 obtained from Dell Technologies reflecting our choice of configuration, 1 Dell Precision 3680 Tower will be purchased in the amount of \$1,401.09.



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Nov. 21, 2024**.

You can download a copy of this quote during checkout.

Place your order

Quote No.	3000182472701.1	Sales Rep	Cat Gambill
Total	\$62,935.19	Phone	1(800) 4563355, 6180544
Customer #	7033611	Email	Cat_Gambill@Dell.com
Quoted On	Oct. 22, 2024	Billing To	JONATHAN STOTLER
Expires by	Nov. 21, 2024		CITY OF COLUMBIA
	OMNIA-National		700 N GARDEN ST
Contract Name	Cooperative Purchasing		COLUMBIA, TN 38401-3224
	Alliance (NCPA)		
Contract Code	C000001019611		
Customer Agreement #	NCPA 01-143		
Deal ID	20190414		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Cat Gambill

Shipping Group

Shipping To	Shipping Method
JONATHAN STOTLER CITY OF COLUMBIA 700 N GARDEN ST COLUMBIA, TN 38401-3224 (931) 560-1550	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (7020)	\$771.45	19	\$14,657.55
Dell Latitude 3340	\$826.60	10	\$8,266.00
Dell Dock- WD19S 130w Power Delivery 180w Power Supply	\$147.12	24	\$3,530.88
OptiPlex Micro Form Factor (7020)	\$702.84	14	\$9,839.76
OptiPlex All-in-One (7420)	\$969.79	8	\$7,758.32

Dell Latitude 7230 Rugged Extreme Tablet	\$2,204.23	4	\$8,816.92
Dell 27 Monitor - P2725H	\$158.97	17	\$2,702.49
Precision 3680 Tower	\$1,401.09	1	\$1,401.09
Dell UltraSharp 43 4K USB-C Hub Monitor - U4323QE, 107.9cm (42.5")	\$783.48	1	\$783.48
Dell Latitude 7350 Detachable	\$1,381.74	1	\$1,381.74
Dell EcoLoop Protective Case for Latitude 7350 Detachable	\$34.87	2	\$69.74
Dell Latitude 7350 Detachable	\$1,259.43	1	\$1,259.43
Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English	\$168.51	2	\$337.02
Precision 3680 Tower	\$1,219.91	1	\$1,219.91
Dell Monitor Slim Soundbar - SB521A	\$26.79	34	\$910.86

Subtotal:	\$62,935.19
Shipping:	\$0.00
Non-Taxable Amount:	\$62,935.19
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:

\$62,935.19

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Learn More

Shipping Group Details

Shipping To	Shipping Method
JONATHAN STOTLER CITY OF COLUMBIA 700 N GARDEN ST COLUMBIA, TN 38401-3224 (931) 560-1550	Standard Delivery

	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (7020)	\$771.45	19	\$14,657.55
Estimated delivery if purchased today: Nov. 01, 2024 Contract # C000001019611 Customer Agreement # NCPA 01-143			

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor 7020	210-BKWK	-	19	-
Intel Core i5 processor 14500 vPro (24MB cache, 14 cores, 20 threads, up to 5.0 GHz Turbo, 65W)	338-CNCH	-	19	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	19	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	19	-
16 GB: 2 x 8 GB, DDR5	370-BBPQ	-	19	-
M.2 2230 1TB PCIe NVMe SSD Class 35	400-BQRX	-	19	-
M.2 22x30 Thermal Pad	412-AAQT	-	19	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	19	-
Intel Integrated Graphics	490-BBFG	-	19	-
OptiPlex SFF with 180W Bronze Power Supply	329-BJWG	-	19	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	19	-
No Optical Drive	429-ABKF	-	19	-
CMS Software not included	632-BBBJ	-	19	-
External Antenna	555-BHDW	-	19	-
Intel(R) AX210 Wi-Fi 6E 2x2 and Bluetooth	555-BHGJ	-	19	-
Wireless Driver, Intel Wi-Fi 6E AX210 2x2 and Bluetooth wireless card	555-BKJG	-	19	-
Optional DisplayPort	382-BBKE	-	19	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	19	-
Mouse included with Keyboard	570-AADI	-	19	-
No Cover Selected	325-BCZQ	-	19	-
Dell Additional Software	634-CHFP	-	19	-
ENERGY STAR Qualified	387-BBLW	-	19	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	19	-
Watch Dog SRV	379-BFMR	-	19	-
Quick Start Guide, OptiPlex SFF	340-DMJB	-	19	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	19	-
Shipping Material	340-CQYR	-	19	-
Shipping Label	389-BBUU	-	19	-

Regulatory Label for OptiPlex SFF 180W PSU	389-FFZH	-	19	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	19	-
Intel® Rapid Storage Technology Driver	658-BFSK	-	19	-
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	19	-
Desktop BTO Standard shipment	800-BBIO	-	19	-
Chassis Intrusion Switch	461-AAJL	-	19	-
No Additional Add In Cards	382-BBHX	-	19	-
Internal Speaker	520-AARD	-	19	-
Intel vPro® Enterprise	631-BBQN	-	19	-
Custom Configuration	817-BBBB	-	19	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	19	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	19	-
ProSupport 4-Hour: 7x24 Onsite Service After Remote Diagnosis, 1 Year	803-8615	-	19	-
ProSupport 4-Hour: 7x24 Onsite Service After Remote Diagnosis, 3 Years Extended	803-8620	-	19	-
ProSupport: 7x24 Technical Support, 4 Years	803-8703	-	19	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	19	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	19	-

Unit Price	Quantity	Subtotal
\$826.60	10	\$8,266.00

Dell Latitude 3340

Estimated delivery if purchased today:

Nov. 04, 2024

Contract # C000001019611

Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 3340, XCTO	210-BGCL	-	10	-
13th Gen Intel Core i5-1335U (12 MB cache, 10 cores, up to 4.60 GHz Turbo)	379-BFBK	-	10	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	10	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	10	-
Integrated Intel Iris Xe Graphics for i5-1335U Processor with 16 GB LPDDR5 Memory for 2-in-1	338-CHJS	-	10	-
Intel® Rapid Storage Technology Driver	409-BCWZ	-	10	-
Intel vPro Management Disabled	631-BBBB	-	10	-
16 GB, LPDDR5, 4800 MT/s, integrated	370-BBGJ	-	10	-
512 GB, M.2 2230, PCIe NVMe, SSD, Class 35	400-BOSU	-	10	-
2in1, 13.3" FHD 1920x1080, 60Hz, WVA/IPS, Touch, AG, 300 nit, NTSC 72%, Gorilla Glass, Pen Support	391-BHHD	-	10	-
English US backlit keyboard, 79-key	583-BHBS	-	10	-
Intel AX201/AX211 WLAN Driver	555-BJDS	-	10	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	10	-
3-cell, 42 Wh, ExpressCharge™ Capable, ExpressCharge™ Boost Capable	451-BDBQ	-	10	-

65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	10	-
Palmrest, No Fingerprint Reader	346-BJBZ	-	10	-
E4 Power Cord 1M for US	450-AMEI	-	10	-
Quick Start Guide for 3340 2-in-1	340-DDPF	-	10	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	10	-
ENERGY STAR Qualified	387-BBLW	-	10	-
Custom Configuration	817-BBBB	-	10	-
Dell Additional Software	658-BFQB	-	10	-
Latitude 3340 2-in-1 Mix Model, 65W, Type-C, WLAN AX201/AX211	340-DFXN	-	10	-
Latitude 3340 Bottom Door	321-BJBK	-	10	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	10	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	10	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	10	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	10	-
ProSupport: Next Business Day Onsite, 1 Year	997-6662	-	10	-
ProSupport: Next Business Day Onsite, 3 Year Extended	997-6665	-	10	-
ProSupport: 7x24 Technical Support, 4 Years	997-6674	-	10	-
Dell Limited Hardware Warranty	997-6727	-	10	-
		Unit Price	Quantity	Subtotal

Dell Dock- WD19S 130w Power Delivery 180w Power Supply

Estimated delivery if purchased today:
Oct. 25, 2024
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell Dock – WD19S 130w Power Delivery – 180w AC	210-AZBM	-	24	-
Advanced Exchange Service, 4 Years	824-3985	-	24	-
Dell Limited Hardware Warranty	824-3993	-	24	-
		Unit Price	Quantity	Subtotal
		\$147.12	24	\$3,530.88

OptiPlex Micro Form Factor (7020)

Estimated delivery if purchased today:
Nov. 01, 2024
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Micro Form Factor 7020	210-BKXM	-	14	-
Intel Core i5 14500T vPro (24MB cache, 14 cores, 20 threads, up to 4.8 GHz, 35W)	338-CNCP	-	14	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	14	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	14	-
16GB DDR5 Memory,2X8GB,Non-ECC,SoDIMM	370-BBQB	-	14	-
M.2 2230 1TB PCIe NVMe SSD Class 35	400-BQRX	-	14	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	14	-

OptiPlex Micro with 35W CPU	329-BJWL	-	14	-
US Power Cord	450-AAZN	-	14	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BH DU	-	14	-
Internal Antenna	555-BHDV	-	14	-
Wireless Driver Intel AX211	555-BKJP	-	14	-
Optional DisplayPort	382-BBKE	-	14	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	14	-
Mouse included with Keyboard	570-AADI	-	14	-
No Cover Selected	325-BCZQ	-	14	-
Dell Additional Software	634-CHFP	-	14	-
ENERGY STAR Qualified	387-BBLW	-	14	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	14	-
Watch Dog SRV	379-BFMR	-	14	-
Quick Start Guide, OptiPlex Micro	340-DMHG	-	14	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	14	-
Shipping Material	340-CQYN	-	14	-
Shipping Label	389-BBUU	-	14	-
Low:FSJ Reg label for 90W adaptor	389-FGFB	-	14	-
IRST Driver, MFF 7020	658-BFSV	-	14	-
Intel Core i5 Processor Label	340-CUEW	-	14	-
Desktop BTO Standard shipment	800-BBIO	-	14	-
90 Watt A/C Adapter	450-ALFO	-	14	-
Custom Configuration	817-BBBB	-	14	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	14	-
Internal Speaker, MFF 7020	520-BBFQ	-	14	-
No Option Included	340-ACQQ	-	14	-
No Out-of-Band Systems Management	631-BBQD	-	14	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	14	-
ProSupport: Next Business Day Onsite, 4 Years	803-8647	-	14	-
ProSupport: 7x24 Technical Support, 4 Years	803-8703	-	14	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	14	-

Unit Price	Quantity	Subtotal
\$969.79	8	\$7,758.32

OptiPlex All-in-One (7420)

Estimated delivery if purchased today:
Nov. 01, 2024
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Intel Core i5 processor 14500 vPro (24MB cache, 14 cores, 20 threads, up to 5.0 GHz Turbo, 65W)	338-CNCH	-	8	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	8	-
16GB DDR5 Memory,2X8GB,Non-ECC,SoDIMM	370-BBQB	-	8	-

M.2 2230 1TB PCIe NVMe Class 35 Solid State Drive	400-BQTQ	-	8	-
Thermal Pad, Screw and Rubber for SSD	412-ABEK	-	8	-
Intel Integrated Graphics	490-BBFG	-	8	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BH DU	-	8	-
Screw for WLAN card	555-BIGS	-	8	-
Wireless Driver, Intel AX211 Wi-Fi 6E 2x2 (6GHz), BT 5.3	555-BKJC	-	8	-
OptiPlex All-in-One 7420, 65W CPU, Non-touch, FHD HDR camera, UMA, 160W Bronze	329-BJYN	-	8	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	8	-
Mouse included with Keyboard	570-AADI	-	8	-
No Cover Selected	325-BCZQ	-	8	-
Height Adjustable Stand for OptiPlex All-in-One	575-BCNS	-	8	-
Dell Additional Software	634-CHFP	-	8	-
ENERGY STAR Qualified	387-BBLW	-	8	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	8	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	8	-
Watch Dog SRV	379-BFMR	-	8	-
Quick Start Guide, OptiPlex All-in-One 65W	340-DMGZ	-	8	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	8	-
Package for Fixed/ HAS/ no stand (DAO, CCC)	340-DDGK	-	8	-
DAO factory Information	340-DFWR	-	8	-
Shipping Label	389-BBUU	-	8	-
Regulatory Label for OptiPlex All-in-One 7420 65W, 160W Bronze, DAO/BCC	389-FGRQ	-	8	-
SW Driver, Intel Rapid Storage Technology, OptiPlex All-in-One	658-BFST	-	8	-
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	8	-
Desktop BTO Standard shipment	800-BBIO	-	8	-
Custom Configuration	817-BBBB	-	8	-
OptiPlex All-in-One 7420 65W	210-BLDW	-	8	-
Non-Touch LCD, Dell OptiPlex AIO	391-BBDM	-	8	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	8	-
Intel vPro Enterprise	631-BBPZ	-	8	-
Dell Limited Hardware Warranty Plus Service	867-5596	-	8	-
ProSupport: Next Business Day Onsite, 4 Years	867-5625	-	8	-
ProSupport: 7x24 Technical Support, 4 Years	867-5637	-	8	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	8	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	8	-
		Unit Price	Quantity	Subtotal

Dell Latitude 7230 Rugged Extreme Tablet**\$2,204.23****4****\$8,816.92**

Estimated delivery if purchased today:

Nov. 04, 2024

Contract # C000001019611

Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Latitude 7230 Rugged Extreme	210-BFQT	-	4	-
12th Gen. Intel Core i7-1260U (12 MB cache, 10 cores, 12 threads, up to 4.70 GHz, vPro)	338-CHIC	-	4	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	4	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	4	-
Integrated Intel Iris Xe Graphics for i7-1260U vPro Processor, 16GB DDR5 Memory with u-blox NEO-M9N GPS card	338-CGSR	-	4	-
Intel Rapid Start and Smart Connect Technology	409-BCWQ	-	4	-
Intel vPro Technology Advanced Management Features	631-ADOX	-	4	-
16 GB, 2 X 8 GB, LPDDR5, 5200MT/s, Integrated	370-AHKW	-	4	-
1 TB, M.2 2230, PCIe NVMe, SSD, Class 35	400-BOLK	-	4	-
12" Touch 1200 nits WVA FHD (1920 x 1200) 100% sRGB Anti-Glare, Outdoor Viewable, front and rear cam, dual mic	391-BGZL	-	4	-
Intel(R) Wi-Fi 6 AX211 Wireless Driver (with Bluetooth)	555-BIFL	-	4	-
Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO and Bluetooth® 5.3 wireless card	555-BIHY	-	4	-
5G module - Qualcomm® Snapdragon™ X55 Global 5G (DW5930e), AT&T, no NMEA GPS port	556-BDJI	-	4	-
Hot surface warning label	389-ECGC	-	4	-
Primary 2 Cell 35.6 Whr, ExpressCharge(TM) Capable	451-BCZJ	-	4	-
65W Type-C Adapter	450-AMLO	-	4	-
Backcover, no Fingerprint, no Smartcard reader, no removable SSD, with passive pen	346-BILM	-	4	-
E4 Power Cord 1M for US	537-BBDO	-	4	-
Setup and Features Guide	340-DCSZ	-	4	-
Battery slot cover	325-BERE	-	4	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	4	-
ENERGY STAR Qualified	387-BBLW	-	4	-
Custom Configuration	817-BBBB	-	4	-
Dell Additional Software	658-BFQB	-	4	-
Mix Packaging 65W L10 CTY WWAN 5G	340-DDEI	-	4	-
WLAN, WWAN, GPS Antennas (Pogo vehicle docking, No RF passthrough)	555-BIFH	-	4	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	4	-
5MP front dedicated IR/RGB, 11MP rear with flash and microphone	319-BBJL	-	4	-
Hazardous Locations Certification	389-EFFU	-	4	-
Right hand side expansion port - USB-A	590-TFJW	-	4	-
Top expansion port, RJ45	590-TFKB	-	4	-
Rigid Handle	750-ADWQ	-	4	-
ProSupport: Next Business Day Onsite, 1 Year Extended	804-0498	-	4	-

ProSupport: Next Business Day Onsite, 3 Years	804-0500	-	4	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	4	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	4	-
Dell Limited Hardware Warranty Initial Year	997-6988	-	4	-
ProSupport: 7x24 Technical Support, 4 Years	997-6996	-	4	-

Dell 27 Monitor - P2725H

Estimated delivery if purchased today:
Oct. 24, 2024
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2725H	210-BMFJ	-	17	-
Dell Limited Hardware Warranty	814-5380	-	17	-
ProSupport: Advanced Exchange Service, 4 Years	814-5400	-	17	-
ProSupport: 7x24 Technical Support, 4 Years	814-5408	-	17	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	17	-
		Unit Price	Quantity	Subtotal
		\$158.97	17	\$2,702.49

Precision 3680 Tower

Estimated delivery if purchased today:
Nov. 05, 2024
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3680 Tower CTO Base	210-BLLP	-	1	-
Intel Core i7 14th Gen 14700 (33 MB cache, 20 cores, 28 threads, 2.1 GHz to 5.4 GHz, 65W)	338-CNTR	-	1	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	1	-
Precision 3680 Tower with 500W (80 Plus Platinum) PSU, DAO	321-BKRQ	-	1	-
Standard CPU Air Cooler	412-ABBU	-	1	-
16GB: 2 x 8 GB, DDR5, 4400 MT/s, non-ECC	370-BBVT	-	1	-
NVIDIA GeForce RTX 4060, 8GB GDDR6X, HDMI, 3 DP	490-BJZP	-	1	-
Optional DisplayPort	382-BBKE	-	1	-
C1 M.2 SSD Boot + SSD	449-BBXF	-	1	-
No SATA/SAS RAID	780-BBCJ	-	1	-
1 TB, M.2 2280, Gen 4 PCIe NVMe, SSD	400-BRCG	-	1	-
Thermal Pad 3660	412-AAZW	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-

E0: No Expansion Bay	429-ABMS	-	1	-
CMS Software not included	632-BBBJ	-	1	-
Intel Management Engine with vPro	631-BBTZ	-	1	-
No Keyboard Selected	580-AABG	-	1	-
No Mouse Selected	570-AAAF	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
System Power Cord C13 (US 125V, 15A)	450-AHDU	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Quick Setup Guide, Precision 3680	340-DMVD	-	1	-
Shipping Material (DAO)	340-CBUU	-	1	-
Ship material - EPEAT Certification	340-CZQO	-	1	-
500W Platinum PSU Label	389-FGRT	-	1	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	1	-
Internal Speaker for Precision	520-AAVW	-	1	-
No External ODD	429-ABGY	-	1	-
Dell Additional Software	634-CHFN	-	1	-
Intel Rapid Storage Technology Driver, Precision 3680T	409-BCYF	-	1	-
Dell PremierColor 6.2	640-BBSW	-	1	-
Custom Configuration	817-BBBB	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
ProSupport: 7x24 Technical Support, 4 Years	997-2837	-	1	-
ProSupport: Next Business Day Onsite, 4 Years	997-6783	-	1	-
		Unit Price	Quantity	Subtotal
		\$783.48	1	\$783.48

Dell UltraSharp 43 4K USB-C Hub Monitor - U4323QE, 107.9cm (42.5")

Estimated delivery if purchased today:
Oct. 25, 2024
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Monitor Dell Ultrasharp 4K com HUB USB-C de 43" U4323QE	210-BFPO	-	1	-
Dell Limited Hardware Warranty	815-2573	-	1	-
ProSupport: Advanced Exchange Service, 4 Years	815-2593	-	1	-
ProSupport: 7x24 Technical Support, 4 Years	815-2601	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
		Unit Price	Quantity	Subtotal
		\$1,381.74	1	\$1,381.74

Dell Latitude 7350 Detachable

Estimated delivery if purchased today:
Nov. 22, 2024
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
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Latitude 7350 Detachable, XCTO	210-BLXC	-	1	-
Intel(R) Core(TM) Ultra 5 134U (12MB cache, 12 cores, 14 threads, up to 4.4 GHz Max Turbo)	379-BFQG	-	1	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	1	-
Integrated Intel(R) Graphics, U5-134U processor with 16GB memory and Wi-Fi 7	338-CPHW	-	1	-
16GB LPDDR5x 6400 MT/s dual-channel (onboard)	370-BBZV	-	1	-
512 GB, M.2 2230, TLC PCIe Gen 4 NVMe, SSD	400-BQYK	-	1	-
13" 3K (2880x1920) IPS Touch Anti-Reflect, Anti-Smudge, CGG Victus, LBL, Active Pen Support	391-BJJY	-	1	-
8MP HDR IR Front Camera with ExpressSign-In, Intelligent Privacy, TNR, Mic + 8MP RGB Rear Camera	319-BBKN	-	1	-
5G Qualcomm Snapdragon (DW5932e) eSIM, Verizon	556-BFNS	-	1	-
Intel(R) Wi-Fi 7 BE200 MU-MIMO, Bluetooth(R) 5.4 Wireless Card	555-BKRV	-	1	-
Intel(R) BE200 Wi-Fi 7 2x2, Bluetooth(R) 5.4 Technology, Wireless driver	555-BKPG	-	1	-
Intel Core Ultra EVO vPRO Label	389-FGJM	-	1	-
Keyboard Not Included	580-AIDI	-	1	-
No Security, WWAN	320-BFQV	-	1	-
65W Type-C Power Adapter	492-BDSX	-	1	-
E4 Power Cord 1M for US	537-BBDO	-	1	-
46.5 Wh, ExpressCharge(TM) 3-cell	451-BDHX	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Quick Start Guide	340-DMNH	-	1	-
Intel vPro Advanced Management Enabled	631-BBSD	-	1	-
Dell Additional Software	658-BFQB	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
No EAN Shipping Box Label	817-BBBS	-	1	-
Mix Model Packaging, for 65W adapter + WLAN + WWAN + without Keyboard	340-DRGQ	-	1	-
Custom Configuration	817-BBBB	-	1	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	1	-
Intel Rapid Storage Technology Driver	409-BCXV	-	1	-
Dell Limited Hardware Warranty Plus Service	807-7362	-	1	-
ProSupport: Next Business Day Onsite, 4 Years	807-7388	-	1	-
ProSupport: 7x24 Technical Support, 4 Years	807-7405	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-

Unit Price	Quantity	Subtotal
\$34.87	2	\$69.74

Dell EcoLoop Protective Case for Latitude 7350 Detachable

Estimated delivery if purchased today:

Oct. 24, 2024

Contract # C000001019611

Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell EcoLoop Protective Case for Latitude 7350 Detachable	460-BDVL	-	2	-
		Unit Price	Quantity	Subtotal
		\$1,259.43	1	\$1,259.43

Dell Latitude 7350 Detachable

Estimated delivery if purchased today:

Nov. 01, 2024

Contract # C000001019611

Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Latitude 7350 Detachable, XCTO	210-BLXC	-	1	-
Intel(R) Core(TM) Ultra 5 134U (12MB cache, 12 cores, 14 threads, up to 4.4 GHz Max Turbo)	379-BFQG	-	1	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	1	-
Integrated Intel(R) Graphics, U5-134U processor with 16GB memory and Wi-Fi 7	338-CPHW	-	1	-
16GB LPDDR5x 6400 MT/s dual-channel (onboard)	370-BBZV	-	1	-
512 GB, M.2 2230, TLC PCIe Gen 4 NVMe, SSD	400-BQYK	-	1	-
13" 3K (2880x1920) IPS Touch Anti-Reflect, Anti-Smudge, CGG Victus, LBL, Active Pen Support	391-BJJY	-	1	-
8MP HDR IR Front Camera with ExpressSign-In, Intelligent Privacy, TNR, Mic + 8MP RGB Rear Camera	319-BBKN	-	1	-
Intel(R) Wi-Fi 7 BE200 MU-MIMO, Bluetooth(R) 5.4 Wireless Card	555-BKRV	-	1	-
Intel(R) BE200 Wi-Fi 7 2x2, Bluetooth(R) 5.4 Technology, Wireless driver	555-BKPG	-	1	-
Intel Core Ultra EVO vPRO Label	389-FGJM	-	1	-
Keyboard Not Included	580-AIDI	-	1	-
No Security, WLAN	320-BFQS	-	1	-
65W Type-C Power Adapter	492-BDSX	-	1	-
E4 Power Cord 1M for US	537-BBDO	-	1	-
46.5 Wh, ExpressCharge(TM) 3-cell	451-BDHX	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Quick Start Guide	340-DMNH	-	1	-
Intel vPro Advanced Management Enabled	631-BBSD	-	1	-
Dell Additional Software	658-BFQB	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
No EAN Shipping Box Label	817-BBBS	-	1	-
Mix Model Packaging, for 65W adapter + WLAN + without Keyboard	340-DRGC	-	1	-
Custom Configuration	817-BBBB	-	1	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	1	-
Intel Rapid Storage Technology Driver	409-BCXV	-	1	-
Dell Limited Hardware Warranty Plus Service	807-7362	-	1	-
ProSupport: Next Business Day Onsite, 4 Years	807-7388	-	1	-

ProSupport: 7x24 Technical Support, 4 Years	807-7405	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-

		Unit Price	Quantity	Subtotal
Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English		\$168.51	2	\$337.02

Estimated delivery if purchased today:
Oct. 25, 2024
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English	580-BBQL	-	2	-
		Unit Price	Quantity	Subtotal
		\$1,219.91	1	\$1,219.91

Precision 3680 Tower
Estimated delivery if purchased today:
Nov. 05, 2024
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3680 Tower CTO Base	210-BLLP	-	1	-
Intel Core i7 14th Gen 14700 (33 MB cache, 20 cores, 28 threads, 2.1 GHz to 5.4 GHz, 65W)	338-CNTR	-	1	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	1	-
Precision 3680 Tower with 500W (80 Plus Platinum) PSU, DAO	321-BKRQ	-	1	-
Standard CPU Air Cooler	412-ABBU	-	1	-
16GB: 2 x 8 GB, DDR5, 4400 MT/s, non-ECC	370-BBVT	-	1	-
AMD Radeon Pro W6400, 4 GB GDDR6, 2 DP	490-BKBK	-	1	-
Optional USB Type-C port, Tower/Small Form Factor	382-BBNB	-	1	-
C1 M.2 SSD Boot + SSD	449-BBXF	-	1	-
No SATA/SAS RAID	780-BBCJ	-	1	-
512 GB, M.2 2280, Gen 4 PCIe NVMe, SSD	400-BRCM	-	1	-
Thermal Pad 3660	412-AAZW	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
E0: No Expansion Bay	429-ABMS	-	1	-
CMS Software not included	632-BBBJ	-	1	-
Intel Management Engine with vPro	631-BBTZ	-	1	-
No Keyboard Selected	580-AABG	-	1	-
No Mouse Selected	570-AAAF	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-

EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
System Power Cord C13 (US 125V, 15A)	450-AH DU	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Quick Setup Guide, Precision 3680	340-DMVD	-	1	-
Shipping Material (DAO)	340-CBUU	-	1	-
Ship material - EPEAT Certification	340-CZQO	-	1	-
500W Platinum PSU Label	389-FGRT	-	1	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	1	-
Internal Speaker for Precision	520-AAVW	-	1	-
No External ODD	429-ABGY	-	1	-
Dell Additional Software	634-CHFN	-	1	-
Intel Rapid Storage Technology Driver, Precision 3680T	409-BCYF	-	1	-
Dell PremierColor 6.2	640-BBSW	-	1	-
Custom Configuration	817-BBBB	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
ProSupport: 7x24 Technical Support, 4 Years	997-2837	-	1	-
ProSupport: Next Business Day Onsite, 4 Years	997-6783	-	1	-

		Unit Price	Quantity	Subtotal
Dell Monitor Slim Soundbar - SB521A		\$26.79	34	\$910.86
Estimated delivery if purchased today: Oct. 28, 2024 Contract # C000001019611 Customer Agreement # NCPA 01-143				

Description	SKU	Unit Price	Quantity	Subtotal
Dell Monitor Slim Soundbar - SB521A	520-AARU	-	34	-

Subtotal:	\$62,935.19
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$62,935.19

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Tara Ferry, Benefits Administrator, tferry@columbiatn.gov (931) 560-1572

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A ONE-YEAR AGREEMENT WITH WORKPLACE SERVICES CORPORATION, DBA LIFESERVICES EAP FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES

RECOMMENDATION: Approve.

INFORMATION: The City has provided an EAP program for a number of years for City employees, their families and the management staff. The program provides a 6-session counseling model for employees and families with licensed, professional counselors. The program provides consulting services to assist management in dealing with various employee-related issues and mandated training. In addition, employees have access to legal and financial professionals as well as online assistance on a variety of topics. It is recommended that Council consider a one-year agreement with LifeServices EAP of Nashville for EAP services commencing on July 1, 2024, and authorize the mayor to execute an agreement for the same. In addition to the basic EAP services, the agreement would further authorize the purchase of return to work or fitness for duty evaluations as may be requested by the Human Resources Director. The charge for basic EAP services would be \$1.70 per employee per month (billed quarterly at \$5.10 per employee). The current census of 384 employees would incur a monthly charge of \$652.80 (billed quarterly at \$1,958.40) for EAP services, while additional return to work or fitness evaluations would be charged on a case by case basis.

CERTIFICATION: The Chief Financial Officer certifies at \$7,840 is budgeted and unencumbered in General - Miscellaneous-Other Services.

ATTACHMENTS: Staff Report, EAP Contract.

CUSTOMER SERVICES AGREEMENT

(U.S. Based Employees Only)

This **CUSTOMER SERVICES AGREEMENT** (the "Agreement"), dated as of July 1, 2024, is entered into by and between Workplace Services Corporation an Indiana corporation with its principal place of business located at 3500 DePauw Blvd, Suite 2071, Indianapolis, IN 46268 doing business as LifeServices EAP or AllOne Health ("Company") and City of Columbia, a Tennessee Corporation with its principal place of business located at 700 N. Garden Street, Columbia, TN 38401 ("Customer"), collectively referred to herein as "Parties" and each as "Party."

PREAMBLE

WHEREAS, Customer wishes to engage the Company to provide employee assistance services and the Company wishes to provide such services upon certain terms and conditions.

NOW, THEREFORE, in consideration of the recitals listed above and the mutual promises, covenants, agreements, and undertakings of the Parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I. COMPANY RESPONSIBILITIES

1.1 Description of Services. The Company shall provide employee assistance services to Customer pursuant to the attached Statement of Work/Fee Schedule (**Exhibit A**), which is incorporated herein by reference, (sometimes collectively referred to as "Services").

1.2 The Company's Intellectual Property. The Agreement is not a work-for-hire agreement. The Company retains exclusive right, title and interest in intellectual property developed, delivered, or used in the performance of the Agreement. Neither the Agreement nor any Statement of Work changes the ownership of any pre-existing materials. Customer shall have no ownership interest in software used by the Company. All work product generated or acquired by the Company shall be the exclusive property of the Company. Work product shall include all clinical data and supporting records and other information. All such work product is confidential pursuant to Article 2 of the Agreement.

ARTICLE II. CONFIDENTIALITY

2.1 Confidential Information. "Confidential Information" means information or data of a Disclosing Party concerning its business operations, methods and strategies, financial condition, technology, or prospects, in any form or medium (including writings, drawings and electronically stored information and data), whether or not marked or labeled as "confidential." Confidential Information also includes: (i) a Disclosing Party's technical information, confidential data and trade secrets; (ii) a Disclosing Party's nonpublic Intellectual Property ("IP") (for example, inventions, discoveries, designs, methods, processes and ideas, whether or not patented or patentable), mask works and works for authorship, whether copyrighted or copyrightable; (iii) any other information or data whether in written, electronic or oral form, directly or indirectly or made available by Disclosing Party or any of its or its affiliates' employees or independent contractors to the non-disclosing party in connection with the activities contemplated by this Agreement that is designated "Confidential" or "Proprietary" or some similar designation or that would reasonably be expected to be confidential under the circumstances, including information related to the Disclosing Party's business or operations (including financial, corporate, marketing, product, research, technical, manufacturing and other nonpublic information) or to its or its affiliates' employees, customers, suppliers and other business partners, property-related information, personally identifiable information, sensitive personal information (including the substance of inquiries or requests made by Customer's employees through the Services); and (iv) all tangible manifestations (however embodied) of information or data referred to in clauses (i), (ii) and (iii) above (for example, computer software, firmware, scripts or objects, hardware, programmer's notes, databases, manuals, training manuals and materials, memoranda, reports, drawings, sketches, flowcharts, models, prototypes, files, films, records or forms).

2.2 Receiving Party. A Party that acquires knowledge of the other Party's (a "Disclosing Party") Confidential

Information is considered the "Receiving Party." The Receiving Party shall keep Confidential Information in confidence using the same degree of care as the Receiving Party uses with its own Confidential Information or a reasonable degree of care, whichever is greater. The Receiving Party will not use, exploit, disseminate, disclose, or divulge Confidential Information to any person, firm, corporation, partnership, association, or other entity, without the prior written consent of the Disclosing Party.

2.3 Applicability of Confidentiality. Notwithstanding the foregoing, a Receiving Party is not required to hold a Disclosing Party's information "confidential" if the information: (i) becomes publicly known, after disclosure in connection with this Agreement, through no act or omission of the Receiving Party; (ii) was, prior to disclosure in connection with this Agreement, already in the legitimate possession of the Receiving Party or publicly known; (iii) is obtained by the Receiving Party from a third party (a) without using the Disclosing Party's Confidential Information and (b) without a breach of such third party's obligations or violation of law, rule or regulation; (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information; (v) is required to be disclosed pursuant to judicial or governmental judgment, writ, decree, or order; or (vi) becomes relevant to the Receiving Party in any claim, demand, suit, action or proceeding instituted or defended by it in connection with the enforcement of its right or obligations under this Agreement. If the Receiving Party is required to disclose Confidential Information as contemplated in **Section 2.3(v)**, the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required. The Receiving Party shall provide Disclosing Party, to the extent reasonably possible, advance notice to allow the Disclosing Party to seek, at its own expense, a protective order. The Receiving Party shall, at the Disclosing Party's expense, reasonably cooperate with the Disclosing Party's efforts to seek such a protective order.

2.4 Retention. The Company may retain, for its own general analytic purposes, after termination of the Agreement, de-identified aggregate data that is: (i) compiled from the raw data disclosed by Customer to the Company; or (ii) compiled from raw data collected from Customer's employees or their health care providers.

2.5 Information Security Program. The Company maintains an information security program to protect personally identifiable information. The information security program includes administrative, technical, and physical safeguards: (a) to ensure security and confidentiality; (b) to protect information against any anticipated threats or hazards to security and integrity; and (c) to protect information against unauthorized access to or use that could result in harm, liability, or inconvenience to Customer or to its employees. The Company will report breaches of security to Customer when the security breach involves Customer information or information related to employees or any other individuals that is collected by and held by or on behalf of the Company.

2.6 Security Breach. If the Company believes that there has been any unauthorized access to or use of information related to employees or any other individuals that is collected by and held by or on behalf of the Company (a "Security Breach" of "Customer Data"), the Company must notify Customer after completion of its internal review and investigation.

ARTICLE III. TERM, PAYMENT AND TERMINATION

3.1 Term. This Agreement shall commence on the effective date specified in Exhibit A ("Effective Date") and will continue until 5:00 p.m. Eastern Standard Time on June 30, 2025 unless terminated earlier in accordance with Section 3.3 of this Agreement (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew for successive 1-year periods unless either party provides written notice of non-renewal at least one hundred and twenty (120) days prior to the end of the then-current term or any subsequent renewal period.

3.2 Payment. In consideration of the services provided by the Company, the Customer agrees to pay the fees outlined in Exhibit A ("Service Fees"). After twelve (12) months from the Effective Date, and at each subsequent anniversary, the Company reserves the right to adjust the Service Fees for any renewal term. Any fee adjustments shall not exceed the Consumer Price Index (CPI) or the rate of inflation at that time, unless otherwise mutually agreed upon by both parties.

Member Customer Services Agreement

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If there is a change of ten percent (10%) or more in the Customer's employee enrollment, the Company reserves the right to review and adjust the Service Fees accordingly. The Customer must report such changes in writing at the time of payment remittance. The Company may retroactively or prospectively adjust pricing on invoices affected by the change in employee enrollment.

The Company will issue invoices on a quarterly basis for services rendered, and the Customer agrees to make payment upon receipt. If payment is not made within fifteen (15) days from the invoice date, the outstanding balance will accrue interest at a rate of 1.5% per month. The total interest charged will not exceed applicable legal limits. In the event that interest charged exceeds these legal limits, the Company will credit the excess to the Customer's next invoice or, if applicable, refund the difference if the excess surpasses the next invoice amount.

3.3 Termination. Either Party may terminate the Agreement if the other Party materially breaches the Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of such breach from the other Party. Termination shall not prejudice any other remedy to which the terminating Party may be entitled at law, in equity or under the Agreement.

3.4 Effect of Termination. The Company is entitled to full compensation for work performed prior to termination.

3.5 Indebtedness. If Customer is unable to pay its debts as they become due, the Company may terminate the Agreement at its discretion and proceed to enforce Customer's performance. This Section 3.5 supersedes all prior contract terms and conditions.

3.6 Bankruptcy. Either Party may terminate the Agreement if the other Party: (i) ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) admits in writing its inability to pay its debts as they become due; (iv) commences, or has commenced against it, bankruptcy proceedings in any jurisdiction and such proceedings are not dismissed within 30 days; or (v) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangements under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver, liquidator of it or of all or any substantial part of its asset or properties, or if within 45 days after the commencement of any proceeding against the Party seeking reorganization, similar arrangements, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 45 days after appointment of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets and properties without the Party seeking reorganization's consent or acquiescence, and the appointment has not been vacated.

ARTICLE IV. INDEMNIFICATION

4.1 Indemnification. The Company shall indemnify, defend (with counsel reasonably acceptable to the other Party), and hold harmless the Customer and its affiliates, and its and their respective officers, directors, partners, shareholders, employees, representatives, agents, successors and assigns (each an "Indemnified Party") from and against any and all liabilities, losses, claims, damages, expenses, and costs (including reasonable attorneys' and consultants' fees and disbursements) (collectively, "Losses") arising from or relating to: (i) any negligent act or omission by the Company in the performance of its obligations under this Agreement; (ii) any material violation of any applicable statute or regulation by the Company in the performance of this Agreement; and (iii) any fraud, willful misconduct, or gross negligence by the Company, its affiliates, or any subcontractor.

ARTICLE V. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

5.1 Warranty. The Company will use commercially reasonable efforts to perform the Services in a professional manner, consistent with industry standards. Except as described in the Agreement or a Statement of Work, the

Company makes no other warranties. The Company warranties extend solely to Customer. This warranty gives Customer specific legal rights, and Customer may also have other rights, which vary from state to state. Except for non-payment, neither Party will bring a legal action under the Agreement more than two (2) years after the cause of action arose.

5.2 Disclaimer. TO THE EXTENT PERMITTED BY LAW AND AS PROVIDED HEREIN, COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES.

5.3 Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER, FOR THE PERIOD OF 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH DAMAGES, UNDER THE AGREEMENT FOR THE RELEVANT SERVICES.

ARTICLE VI. THIRD PARTY INFORMATION/LIMITATIONS OF RESPONSIBILITY

6.1 Responsibility and Liability for Third Parties. It is specifically understood and agreed by the Parties that neither Party assumes responsibility or liability for the accuracy, completeness, propriety, necessity, or advisability of the information which is provided to the Company or Customer by or from third parties including counselors, affiliates, coaches, coordinators, clinics, or any other entities providing information to the Company or Customer.

6.2 Limitations of Responsibility. The Parties understand and agree that Company shall have no responsibility of any kind to Customer and any individual employee of Customer or any other person, firm, corporation, or entity for any of the following: (1) verification of any individual's eligibility, or entitlement to group medical/health plan coverage, or coverage contained within or excluded from said group health plan; (2) verification for any participant's provider's network status; (3) payment of any individual's medical, hospital, or other bills, debts, obligations, or other liabilities of any kind relating to medical or surgical treatment of confinement; (4) benefit decisions – the role of the Company being limited to making clinical recommendations to a health benefit plan's named fiduciary; and (5) notification to any individual of an adverse benefit determination based upon, or related to, a clinical recommendation by Company.

6.3 Customer Obligations. The Company shall not be liable for any obligation, indebtedness, or liability of Customer, whether now existing or hereafter arising, and the Company shall not, by entering into the Agreement, assume or become liable for any of such obligations, indebtedness, or liabilities.

ARTICLE VII. AUTHORIZATION FOR COMMUNICATIONS

7.1 Communications. Customer shall not distribute descriptive materials of any type which reference the various components of the services provided by the Company without first submitting such proposed materials to the Company for review and obtaining prior written authorization from the Company. Customer further expressly acknowledges that all intellectual property rights of the Company, its successors and/or assigns, shall remain the sole and exclusive property of the Company, its successors and/or assigns consistent and in accordance with the prior approval obtained by the Company from the United States Patent and Trademark Office and any other available remedies or protection(s) available unto the Company.

7.2 Irreparable Harm to the Company. It is further expressly agreed that a breach by Customer of any provision of the preceding covenant will cause the Company irreparable harm which cannot be adequately compensated by monetary relief. Accordingly, in the event of any such breach, the Company can and will be entitled to equitable relief (including but not limited to temporary restraining orders, preliminary and/or permanent injunctions), in addition to any other remedies available at law or in equity now or hereinafter in force.

ARTICLE VIII. GENERAL PROVISIONS

8.1 Notice. All notices and other communications required or permitted hereunder or in connection herewith, shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or certified mail, return receipt requested and postage prepaid. They shall be addressed as follows:

Workplace Services Corporation
Attn: Legal Department
100 North Pennsylvania Avenue
Wilkes-Barre PA 18701-3503

Customer: City of Columbia
Attn: Mayor, Chaz Molder
700 N. Garden Street
Columbia, TN

Provided, however, that either Party may change such Party's address by written notice of such change in accordance with this Section 8.1 to the other Party.

8.2 Governing Law. Reserved

8.3 Entire Agreement. The Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the provisions of the Services and supersedes any and all prior agreements whether written or oral, that may exist between the Parties solely with respect to such subject matter. The Preamble and **Exhibit A** are incorporated into the Agreement by reference.

8.4 Modifications and Amendments. No modification, alteration, change or waiver of any provision of the Agreement shall be valid unless it is in writing and signed by the Party against whom it is sought to be enforced. No waiver at any time of any provision of the Agreement shall be deemed a waiver of any other provision of the Agreement at that time or a waiver of that or any other provision at any other time.

8.5 Statement of Work/Fee Schedule Amendments. Notwithstanding **Section 8.4**, Customer may request the Company to make changes to its Statement of Work/Fee Schedule or to perform additional Services ("Modified Services"). Upon such request by Customer, the Company shall submit in writing a proposal for accomplishing the Modified Services and any associated increase or decrease in the Service Fees. If Customer elects to have the Company perform the Modified Services, the Company shall prepare an amended Statement of Work/Fee Schedule that describes and outlines the terms of the Modified Services to be performed. Such amended Statement of Work/Fee Schedule shall be mutually agreed upon, signed, and dated by both Parties. The Company shall not be obligated to perform the Modified Services prior to the execution of the amended Statement of Work/Fee Schedule.

8.6 Assignment and Third-Party Beneficiaries. Neither Party may assign the Agreement without the expressed written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, either Party may assign the Agreement to its parent, a subsidiary, or an affiliated company without the expressed written consent of the other Party. Furthermore, either Party may assign the Agreement to a third party solely in connection with a sale or other disposition of substantially all the assets of the

assigning Party's business without the expressed written consent of the other Party. Other than in connection with indemnification under Section 4.1, the Agreement does not, nor is it intended to, create any rights, benefits, or interests in any third party, person, or organization.

8.7 Captions and Headings; Interpretation. Captions and headings contained herein are solely for convenience of reference and shall not constitute a part of, or affect the interpretation or construction of, the Agreement. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, exhibit or schedule means a Section or Article of, or schedule or exhibit to this Agreement, unless another agreement is specified, (b) the word "including" (and words of similar import) means "including without limitation," (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case, as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural or singular form, respectively, and words of one gender shall be held to include all genders as the context requires, (e) references to the Parties means the Parties hereto, unless another agreement is specified, (f) references to a particular person include such person's successor and assigns to the extent not prohibited by this Agreement, (g) "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, A and such phrase does not mean simply "if," (h) the headings contained in this Agreement, in any exhibit or schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement, (i) references to "\$" shall mean United States dollars, (j) the word "or" is not exclusive, (k) the words "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement including the schedules and exhibits hereto, (l) the word "any" means "any and all," (m) the words "writing," "written," and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form, (n) no provision of this Agreement is to be construed to require, directly or indirectly, any person to take any action, or omit to take any action, to the extent such action or omission would violate applicable law, (o) if the last day of the time period for the giving of any notice of the taking of any action required under this Agreement falls on a day that is not a business day, the time period for giving such notice or taking such action shall be extended through the next business day following the original expiration date of such, and (p) the Parties have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement.

8.8 Waiver and Severability. The waiver by either Party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach. If any provision of the Agreement shall be deemed partially or wholly unenforceable, such unenforceability shall not affect the remaining provisions hereof and such affected provision shall be enforced to the fullest extent permitted by law.

8.9 Attorney's Fees, Costs and Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, each Party shall bear its own attorneys' fees, costs and expenses incurred in maintaining such action in addition to any other relief that may be deemed proper.

8.10 Counterparts and Facsimile Signatures or PDF Signatures. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Customer and the Company agree that transmission to each other of the Agreement with the transmitting Party's facsimile signature or portable document format ("PDF") signature shall suffice to bind the Party signing and transmitting same to the Agreement in the same manner as if the Agreement with an original signature had been delivered.

8.11 Independent Contractor Status. For purposes of the Agreement and all the Services to be provided hereunder, the Company shall not be considered a partner, co-venturer, agent, employee or representative of Customer, but shall remain in all respects an independent contractor, and neither Party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party.

8.12 Solicitation of Employees. Customer agrees that during the term of the Agreement and for a period of twenty-four (24) months commencing on the date that such term expires or is terminated, Customer shall not for any reason, either directly or indirectly, on Customer's own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person's employment or consulting arrangement with the Company, or an affiliated company, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

8.13 Survival. The provisions of Articles II, III, IV, V, VI, VII and VIII shall survive the expiration or sooner termination of the term of the Agreement.

8.14 Force Majeure. Each Party shall not be considered in default of the performance of its obligations under the Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, blockades, riots, civil disturbances, pandemics, epidemics, floods, hurricanes, tornadoes and any other similar acts, events or omissions (each a "Force Majeure Event"). A Party is excused from performance only for the duration of such a Force Majeure Event. Any Party so delayed in its performance due to a Force Majeure Event shall immediately notify the other Party by telephone (to be confirmed in writing within 24 hours of the inception of such delay). In the event a Force Majeure Event affecting the performance of a Party continues for more than 60 days, the other Party may terminate this Agreement upon notice to such affected Party.

8.15 Advertising and Public Announcement. Customer agrees that the Company may: (1) use Customer's name in any form of publicity; (2) release to the public any information relating to the Services to be performed hereunder; and (3) otherwise disclose or advertise that the Customer has entered into the Agreement.

8.16 Subcontracting. Company may also, without notice, utilize subcontractors and agents to perform aspects of the Services (such as cloud hosting), provided, however, that Company shall remain primarily responsible for compliance with its obligations under this Agreement.

8.17 ERISA Disclaimer. The Parties acknowledge and agree that the Company will provide services to Customer under the Agreement. In providing such service, the Parties agree that the Company will not exercise any discretionary authority over the management or disposition of assets of any welfare benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA")). The Company's duties will be limited to providing certain contractually agreed upon services as herein set forth. Therefore, the Parties agree that the Company is not a fiduciary (as such term is defined by ERISA Section 3(21)) regarding Customer's Health Benefits or any Health and Welfare Benefit Plan. The Company will provide services by using its employees who are unfamiliar with and have no responsibility to determine or verify the coverage requirements of any specific benefit plan. In the event that knowledge of the Company shall be a prerequisite to imposing a duty upon or to determine the liability of the Company under the Agreement or under any statute regulating the conduct of the Company, the Company will not be deemed to have participated in any act or omission of any fiduciary (as such term is defined under ERISA) with regard to the coverage requirements of any welfare benefit plan as a result of performing its contractually agreed upon duties hereunder.

8.18 Privacy.

(a) Company is a "service provider", "processor", or equivalent term under data privacy laws applicable to Company's activities under this Agreement (collectively, together with any regulations promulgated pursuant to such laws, "Data Privacy Laws"), and Customer is a "controller", "business" or equivalent term under applicable Data Privacy Laws. The parties agree and acknowledge that certain individuals may have personal data rights pursuant to Data Privacy Laws with respect to their "personal information," "personal data," or equivalent term as defined in Data Privacy Laws ("Personal Information"). Company will retain, use, and disclose Personal Information subject to Data Privacy Laws only for the business purposes and business relationship authorized in the Agreement or otherwise permitted by such Data Privacy Laws, will not sell Personal Information (as such term is defined in

applicable Data Privacy Laws), and will treat such Personal Information as Confidential Information under this Agreement. The Company's PIMS Privacy Policy is incorporated herein by reference and can be found on the Company's website. The PIMS Privacy Policy may be amended from time to time without notice to the Customer.

(b) Referral Network. Customer acknowledges and agrees that the counselors, affiliates, coaches, coordinators, clinics, health care providers, and any other entities to whom Company may refer Customer's employees for health counseling or similar services (collectively, the "Referral Network") are separate, independent "controllers", "businesses", or an equivalent term under Data Privacy Laws, and such Referral Network members are not Company's subcontractors or service providers. Customer further acknowledges that Company has no control over, or responsibility for, the data collection or use practices of any Referral Network member, and the use of Personal Information by Referral Network members is subject to each such member's own privacy practices and disclosures. The Company's Referral Network is a sub-processor of the Company for purposes of the referral, invoice, and payment process. The Customer may obtain additional information about the Company's Affiliate Network by contacting the Company.

(c) With regard to protected health information ("PHI") and other Personal Information, each party shall comply, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any all-applicable Data Privacy Laws. Customer hereby agrees that (i) the Company is authorized to process and transfer data between its offices constituting the Company's group of companies, and between any sub-contractor(s), partners and affiliates, and other members of the Referral Network, engaged by the Company to perform part or all of the Services thereby allowing global access to the data on a 'need-to-know' basis in order to perform Services under this Agreement in the countries and territories specified by Customer; and (ii) the Company may disclose protected health information of data subjects (as defined in HIPAA) in the aggregate reports or in de-identified form, without the written consent of data subject, in connection with Company's business operations, as permitted by law.

(d) The Customer shall not share Customer PHI or Personal Information with the Company. "Personal Information" shall mean a first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal information" does not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

8.19 Anti-Corruption Compliance. Reserved.

8.20 Trade Sanctions and Export Control. Reserved.

8.21 Record Storage and Delivery. Upon termination of the Agreement and to the extent that such records exist, the Company shall compile, collect, and deliver to Customer all Customer records subject to the Agreement as soon as is practicable after such termination. Customer agrees to accept delivery upon receipt of such Customer records and pay the Company all reasonable and customary storage, shipping and handling fees and expenses upon receipt of such record delivery and invoicing. Customer understands that any federal and/or state law, rule, regulation, or policy requiring the safekeeping of records for a prescribed time period, after termination of the Agreement, is the sole responsibility of Customer and not an obligation of the Company.

[Remainder of page intentionally left blank]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed and delivered the Agreement as of the date first above written.

**WORKPLACE SERVICES CORPORATION, DBA LIFESERVICES
EAP**

11/6/2024
Date

Keith Wasley
President and Chief Executive Officer

Date

Signature of Authorized Customer Representative

Printed Name of Authorized Customer Representative

Title of Authorized Customer Representative

Approved as to Legal Form:

C. Tim Tisher
C. Tim Tisher, City Attorney

All-Inclusive EAP

Includes all employees and their household family members.

- Intake - 24/7/365 Live Immediate Assistance **Included**
- In-The-Moment Mental Health Telephonic Support **Included**
- Mental Health Counseling: In-Person, Telephonic, Video, or chat sessions **Included**
- Network - Includes our approved network of over 20,000 counselors nationally **Included**
- Member Portal and Mobile App **Included**
- Dedicated Account Manager **Included**
- Program Implementation **Included**
- Digital Promotional Materials, Orientation Videos, Landing Page, Monthly Newsletter, and Live Webinars **Included**
- Virtual Leader and Employee Orientation **Included**
- Work-Life Resources and Referrals **Included**
- Legal & Financial Resources and Referrals **Included**
- Life Coaching **Included**
- Personal Assistant **Included**
- Medical Advocacy **Included**
- Utilization Reports **Included**
- Three (3) onsite or virtual training seminar **Included**
- Two (2) on-site critical incident interventions **Included**

Rate Summary

Session Model	Quarterly Rate per Employee
6 sessions per issue per year	\$5.10

384 employees included in this plan

Life Services provides a variety of services over and above package inclusions, available on a fee-for-service basis:

Per Hour

Schedule an onsite or virtual training seminar:

Three (3) trainings are included. Additional training hours are \$300

- Choose a seminar from our extensive training catalog covering over 120 diverse topics to meet organizational needs.

Critical Incident Support:

- Our on-site interventions are designed to provide solution-focused, compassionate support to your employees if they are involved in, witness to, or otherwise affected by a stressful or traumatic event in the workplace.

Two (2) are included. Additional onsite hours are \$350

DOT qualified substance abuse professional services:

\$600

**Hourly rate may not include travel.*

EAP Benefits

Program Descriptions

Included For Employees & Household Family Members

Mental Health Counseling

Helps manage stress, anxiety, and depression, resolve conflict, improve relationships, overcome substance abuse, and address any personal issues.

Life Coaching

Reach personal and professional goals, manage life transitions, overcome obstacles, strengthen relationships, and build balance.

Financial Consultation

Build financial wellness related to budgeting, buying a home, paying off debt, managing taxes, preventing identity theft, and saving for retirement or tuition.

Legal Consultation

Get consultation on personal legal matters including estate planning, wills, real estate, bankruptcy, divorce, custody, and more. Includes one, 30-minute consultation with a qualified attorney and a 25% discount for continued services.

Work-Life Resources and Referrals

Obtain information and referrals when seeking childcare, adoption, special needs support, eldercare, housing, transportation, education, and pet care.

Personal Assistant

Save time with referrals for travel and entertainment, seeking professional services, cleaning services, home food delivery, and managing everyday tasks.

Medical Advocacy

Get help navigating insurance, obtaining doctor referrals, securing medical equipment or transportation, and planning for transitional care and discharge.

Member Portal and Mobile App

These digital tools enable you to access your benefits 24/7/365 with online requests and live chat options. They also provide easy access to thousands of articles, webinars, podcasts, marketplace discounts, soft skills training, and tools covering total well-being.

Included For Managers

Dedicated Account Manager

Meets with you to assist in program planning, implementation, ongoing program management, utilization review, and strategic planning. These meetings enable us to create an active partnership with your organization and ensure that we achieve the mutual goals and objectives of the program.

Program Implementation

Your dedicated account manager works with you to launch your EAP. Meetings with management and designated employee groups help us create a program that runs parallel to the philosophy, culture, and current operating environment of your business. This can include the development of policies involving the EAP, formal referral policy and forms, drug and alcohol policies, critical incident response, and workplace violence protocol.

Orientation and Training

AllOne Health offers virtual orientation sessions for all employees, as well as supervisor training on the EAP and how to identify troubled employees. Also included is a library of promotional flyers and orientation videos.

Program Promotion

AllOne Health provides diverse program implementation and promotional materials with best practices in employee benefits communication to achieve maximum utilization.

Get on-demand access to resources and tools for managers and supervisors to promote employee engagement, manage performance, and assist in referrals for employees' personal issues. **Check out the Life Services promotional toolkit to assist you.** [Click Here](#)

Utilization Reporting

We provide comprehensive reports to measure the effectiveness of your Assistance Program. All data is compiled in aggregate form to help ensure the confidentiality of your employees and their family members. Your account manager will regularly review this report with you. Reviews provide management with a qualitative interpretation of the data, review of service delivery, analysis of activity, and summary of customer satisfaction, to ensure that your EAP is on track to meeting your goals and objectives.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Michele Stevens, Executive Secretary, mstevens@columbiatn.gov 931-560-1010

AGENDA ITEM TITLE: RESOLUTION NO. 24-67 - A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY AND EASEMENTS INCLUDING THE AUTHORIZATION OF EMINENT DOMAIN PROCEEDING IF NECESSARY FOR THE BEAR CREEK PIKE PUMP STATION RELOCATION AND SEWER IMPROVEMENTS PROJECT

RECOMMENDATION: Approve Resolution No. 24-67.

INFORMATION: The City previously authorized the design of the Bear Creek Pike Pump Station Relocation and sewer improvement project. The infrastructure design for the project has been completed and it is now time for the acquisition of property and utility easements. Acquisition of the property described in "Exhibit A" of the Resolution is necessary for the completion of the project. The resolution also authorizes the use of eminent domain proceedings, if necessary, for this project to be completed.

ATTACHMENTS:

Resolution No. 24-67

Resolution No. 24-67 Exhibit A

**A RESOLUTION AUTHORIZING THE ACQUISITION OF SEWER
EASEMENTS AND PROPERTY ACQUISITION INCLUDING THE
AUTHORIZATION OF EMINENT DOMAIN PROCEEDINGS IF NECESSARY
FOR THE BEAR CREEK PIKE PUMP STATION RELOCATION AND SEWER
IMPROVEMENT PROJECT**

WHEREAS, The City of Columbia, has previously authorized the design of the Bear Creek Pike Pump Station Relocation and sewer improvement project; and

WHEREAS, the infrastructure design of such project has been completed and the time has arrived for the acquisition of property and utility easements; and

WHEREAS, the taking of the property and easements described in "Exhibit A" is for public use and in the public interest; and

WHEREAS, the acquisition of the property and easements described in "Exhibit A" is necessary for the completion of the Bear Creek Pike Pump Station Relocation and sewer improvement project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City Attorney is authorized to acquire the necessary property and utility easements, specifically including the property described in "Exhibit A", including authorization to use eminent domain proceedings, if necessary, for the Bear Creek Pike Pump Station Relocation and sewer improvement project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 14th day of November, 2024.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

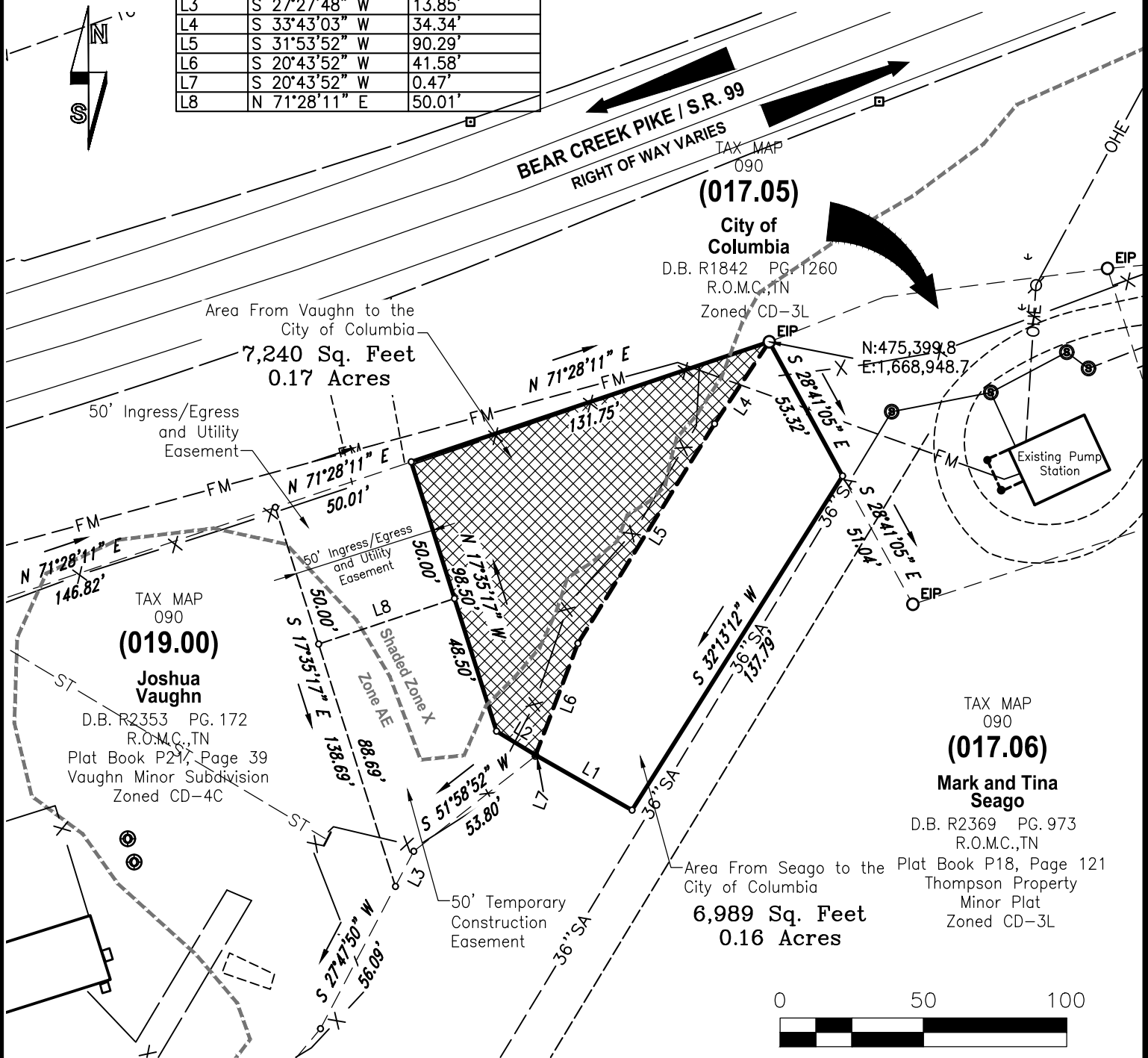
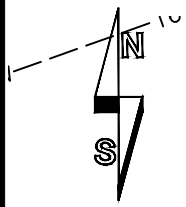
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY

LINE	BEARING	DISTANCE
L1	N 60°13'45" W	38.73'
L2	N 58°36'30" W	16.01'
L3	S 27°27'48" W	13.85'
L4	S 33°43'03" W	34.34'
L5	S 31°53'52" W	90.29'
L6	S 20°43'52" W	41.58'
L7	S 20°43'52" W	0.47'
L8	N 71°28'11" E	50.01'



MAP SHOWING
ACQUIRED PROPERTY
 TO THE CITY OF COLUMBIA, TENNESSEE
 MAURY COUNTY
 FROM
JOSHUA VAUGHN

PROJECT NO.: BEAR CREEK PUMP

EASEMENT NO.: N/A

SYSTEM: WASTEWATER

SCALE: 1"=50'

PARCEL NO.: 019.00

DATE: 9-23-24

BY: W.E.S.



Vaughn Tract to City of Columbia

A portion of land located in Maury County, Tennessee, being a portion Tax Map 090, Parcel 019.00, the Joshua Vaughn property as recorded in Deed Book R2353, page 39 and shown on plat of record in Plat Book P21, page 39, Vaughn Minor Subdivision.

Beginning at a 1" pinch pipe found at the northeast corner of Joshua Vaughn property as recorded in Deed Book R2353, page 39 and shown on plat of record in Plat Book P21, page 39, Vaughn Minor Subdivision (TN State Plane N:475,399.8, E:1,668,948.7)

Thence with the north line of Mark and Tina Seago as recorded in Deed Book R2369, page 973 and shown on Thompson Property Minor Plat as recorded in Plat Book P18, Page 121, SOUTH 33°43'03" WEST a distance of 34.34' to an iron pin set;

Thence with the same, SOUTH 31°53'52" WEST a distance of 90.29' to an iron pin set;

Thence with the same, SOUTH 20°43'52" WEST a distance of 41.58' to an iron pin set;

Thence severing the property of Joshua Vaughn, NORTH 58°36'30" WEST a distance of 16.01' to an iron pin set;

Thence with the same, NORTH 17°35'17" WEST passing an iron pin set at 48.50' for a total distance of 98.50' to an iron pin set;

Thence with the southerly margin of Bear Creek Pike, NORTH 71°28'11" EAST a distance of 131.75', which is the point of beginning, having an area of 7,240 square feet, 0.17 acres

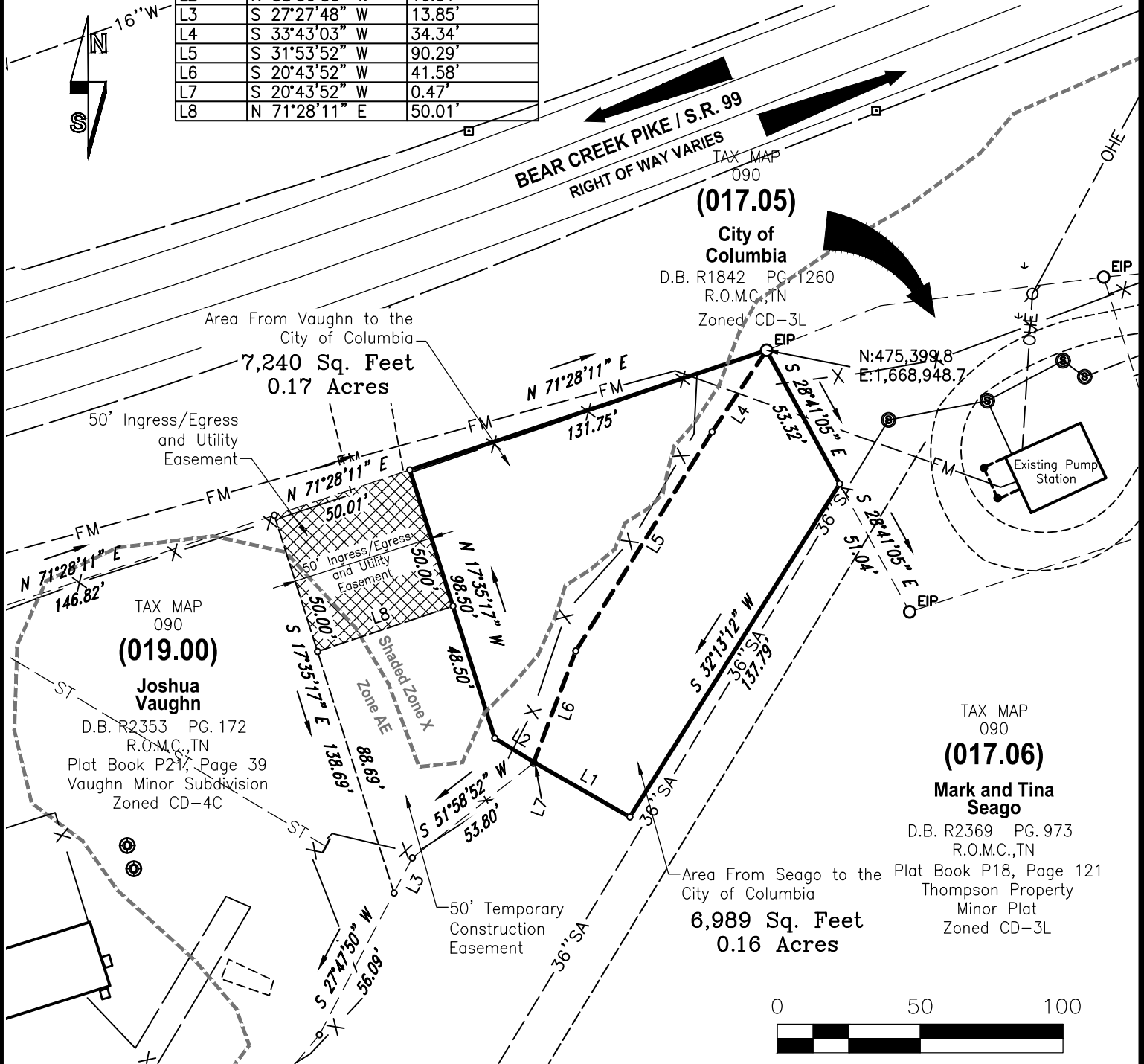
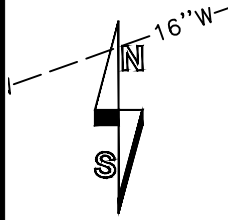
The property described herein is subject to any and all easements either by record or prescription that a complete title search may reveal. No title search was provided at the time of this survey.

Note: The above property description is based on information gathered during the course of an actual field survey conducted by WES, Engineers and Surveyors, Job No. 24-556 and 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 "WES 1987". All deeds referenced above (Deed Book, Page) are of record in the Register's Office of Maury County, Tennessee. The above property description was prepared under my direction on this the 24TH day of September 2024.

WES Engineers & Surveyors

Allen B. O'Leary, RLS 1987
Principal

LINE	BEARING	DISTANCE
L1	N 60°13'45" W	38.73'
L2	N 58°36'30" W	16.01'
L3	S 27°27'48" W	13.85'
L4	S 33°43'03" W	34.34'
L5	S 31°53'52" W	90.29'
L6	S 20°43'52" W	41.58'
L7	S 20°43'52" W	0.47'
L8	N 71°28'11" E	50.01'



MAP SHOWING
INGRESS/EGRESS AND UTILITY EASEMENT
 TO THE CITY OF COLUMBIA, TENNESSEE
 MAURY COUNTY
 FROM
JOSHUA VAUGHN

PROJECT NO.: BEAR CREEK PUMP

EASEMENT NO.: ACCESS

SYSTEM: WASTEWATER

SCALE: 1"=50'

PARCEL NO.: 019.00

DATE: 9-23-24

BY: W.E.S.

Ingress-Egress from Vaughn

A portion of land located in Maury County, Tennessee, being a portion Tax Map 090, Parcel 019.00, the Joshua Vaughn property as recorded in Deed Book R2353, page 39 and shown on plat of record in Plat Book P21, page 39, Vaughn Minor Subdivision.

Commencing at a 1" pinch pipe found at the northeast corner of Joshua Vaughn property as recorded in Deed Book R2353, page 39 and shown on plat of record in Plat Book P21, page 39, Vaughn Minor Subdivision (TN State Plane N:475,399.8, E:1,668,948.7)

Thence with the south margin of Bear Creek Pike, SOUTH 71°28'11" WEST a distance of 131.75', to the **TRUE POINT OF BEGINNING;**

Thence severing the property of Vaughn, SOUTH 17°35'17" EAST a distance of 50.00' to an iron pin set;

Thence with the same, SOUTH 71°28'11" WEST a distance of 50.01' to an iron pin set;

Thence with the same, NORTH 17°35'17" WEST a distance of 50.00' to an iron pin set;

Thence with the south margin of Bear Creek Pike, NORTH 71°28'11" EAST a distance of 50.01', which is the point of beginning, having an area of 2,500 square feet, 0.06 acres

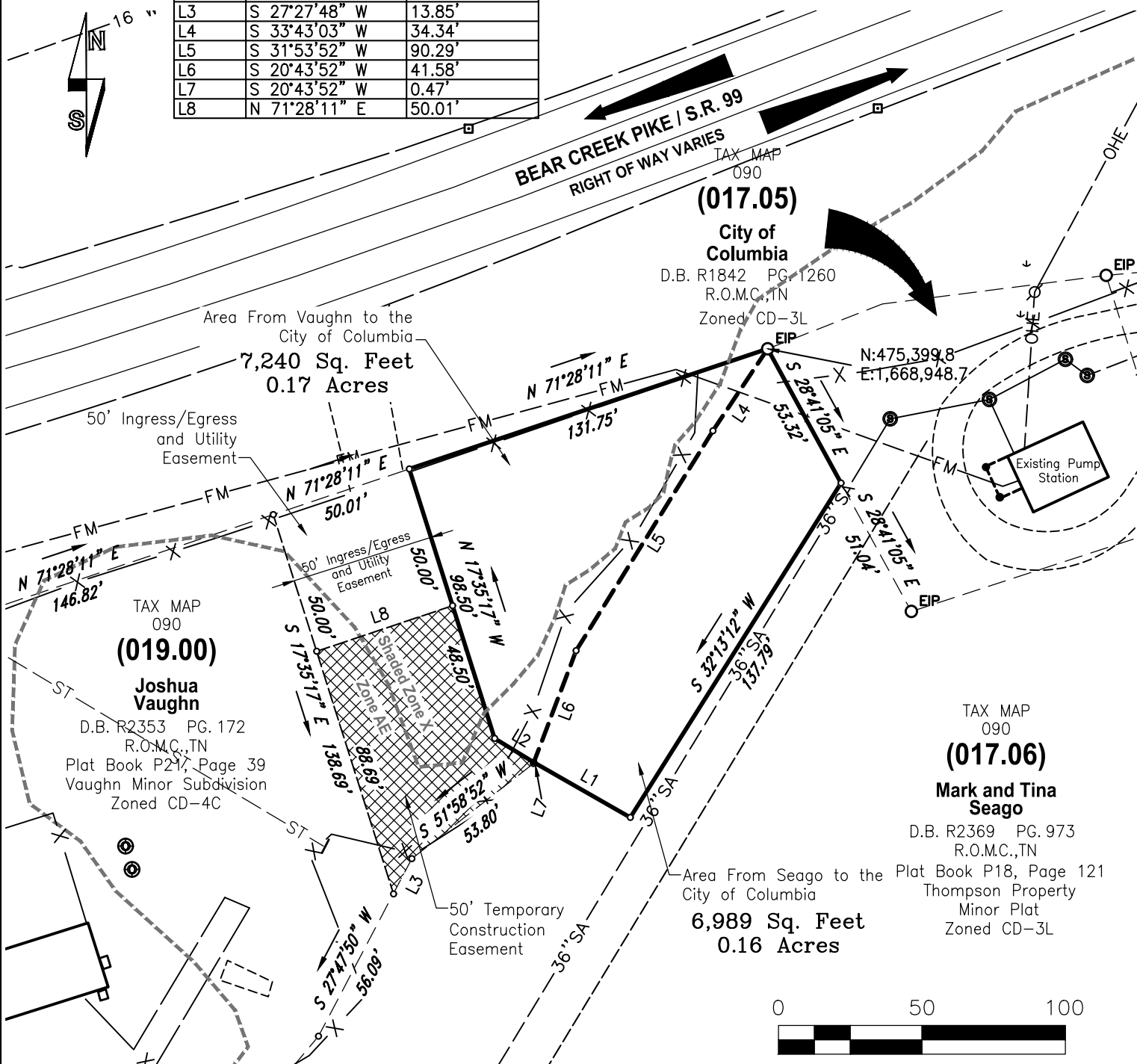
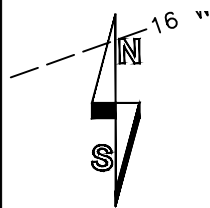
The property described herein is subject to any and all easements either by record or prescription that a complete title search may reveal. No title search was provided at the time of this survey.

Note: The above property description is based on information gathered during the course of an actual field survey conducted by WES, Engineers and Surveyors, Job No. 24-556 and 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 "WES 1987". All deeds referenced above (Deed Book, Page) are of record in the Register's Office of Maury County, Tennessee. The above property description was prepared under my direction on this the 24TH day of September 2024.

WES Engineers & Surveyors

Allen B. O'Leary, RLS 1987
Principal

LINE	BEARING	DISTANCE
L1	N 60°13'45" W	38.73'
L2	N 58°36'30" W	16.01'
L3	S 27°27'48" W	13.85'
L4	S 33°43'03" W	34.34'
L5	S 31°53'52" W	90.29'
L6	S 20°43'52" W	41.58'
L7	S 20°43'52" W	0.47'
L8	N 71°28'11" E	50.01'



MAP SHOWING
TEMPORARY CONSTRUCTION EASEMENT
 TO THE CITY OF COLUMBIA, TENNESSEE
 MAURY COUNTY
 FROM
JOSHUA VAUGHN

PROJECT NO.: BEAR CREEK PUMP

EASEMENT NO.: TEMP. CONST.

SYSTEM: WASTEWATER

SCALE: 1"=50'

PARCEL NO.: 019.00

DATE: 9-23-24

BY: W.E.S.

Temporary Construction Easement from Vaughn

A portion of land located in Maury County, Tennessee, being a portion Tax Map 090, Parcel 019.00, the Joshua Vaughn property as recorded in Deed Book R2353, page 39 and shown on plat of record in Plat Book P21, page 39, Vaughn Minor Subdivision.

Commencing at a 1" pinch pipe found at the northeast corner of Joshua Vaughn property as recorded in Deed Book R2353, page 39 and shown on plat of record in Plat Book P21, page 39, Vaughn Minor Subdivision (TN State Plane N:475,399.8, E:1,668,948.7)

Thence with the south margin of Bear Creek Pike, SOUTH 71°28'11" WEST a distance of 131.75', to an iron pin set:

Thence severing the property of Vaughn, SOUTH 17°35'17" EAST a distance of 50.00' to an iron pin set the **TRUE POINT OF BEGINNING**;

Thence with the same, SOUTH 17°35'17" EAST a distance of 48.50' to an iron pin set;

Thence with the same, SOUTH 58°36'30" EAST a distance of 16.01' to an iron pin set;

Thence with the same, SOUTH 20°43'52" WEST a distance of 0.47' to an iron pin set;

Thence with the same, SOUTH 51°58'52" WEST a distance of 53.80' to an iron pin set;

Thence with the same, SOUTH 27°27'48" WEST a distance of 13.85' to an iron pin set;

Thence with the same, NORTH 17°35'17" WEST a distance of 88.69' to an iron pin set;

Thence with the same, NORTH 71°28'11" EAST a distance of 50.01', which is the point of beginning, having an area of 3,800 square feet, 0.09 acres

The property described herein is subject to any and all easements either by record or prescription that a complete title search may reveal. No title search was provided 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 WES, Engineers and Surveyors, Job No. 24-556 and 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 "WES 1987". All deeds referenced above (Deed Book, Page) are of record in the Register's Office of Maury County, Tennessee. The above property description was prepared under my direction on this the 24TH day of September 2024.

WES Engineers & Surveyors

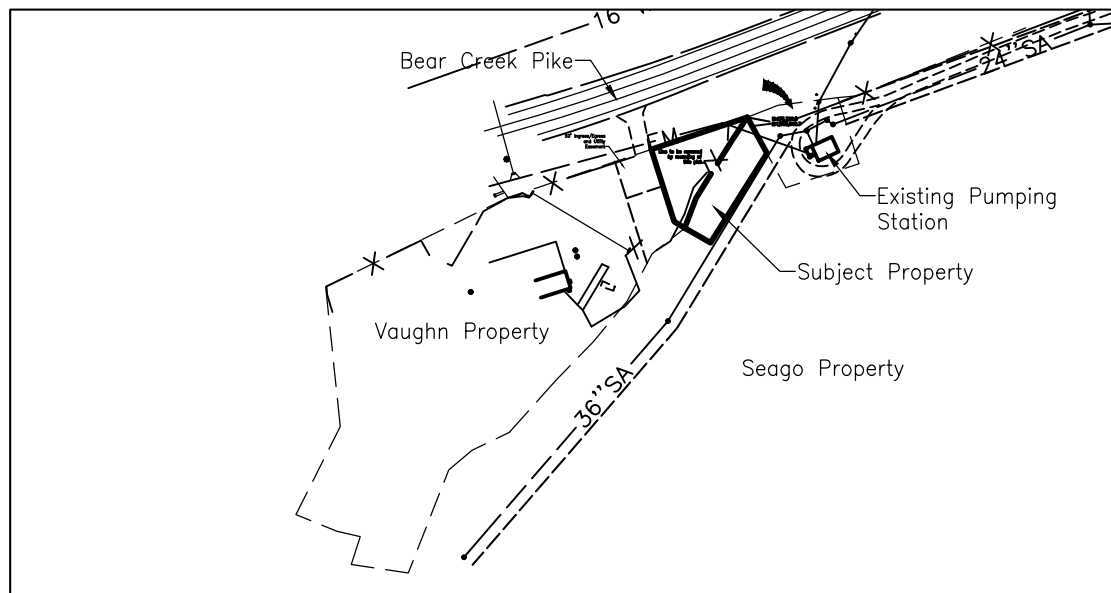
Allen B. O'Leary, RLS 1987
Principal



Line Table

LINE	BEARING	DISTANCE
L1	N 60°13'45" W	38.73'
L2	N 58°36'30" W	16.01'
L3	S 27°27'48" W	13.85'
L4	S 33°43'03" W	34.34'
L5	S 31°53'52" W	90.29'
L6	S 20°43'52" W	41.58'
L7	S 20°43'52" W	0.47'
L8	N 71°28'11" E	50.01'

Property Inset



PURPOSE NOTE:
The purpose of this final plat is to create 1 parcel of land for a proposed sanitary sewer pump station.

DRIVEWAY NOTE:
All driveways shall be constructed to contain gutter flow within the street and right-of-way.

Surveyor's Notes

- All distances were measured with E.D.M. equipment and have been adjusted for temperature and pressure, portions of the survey were done utilizing a Carlson BRX7, utilizing Base and Rover.
- The property (Boundary) Line Survey exceeds the minimum requirements of an Urban Land Survey Category IV as per Standards of Practice adopted by the State Board of Examiners for Land Surveyors for the State of Tennessee, and the precision of the unadjusted survey is greater than 1 foot in 10,000 feet.
- Information concerning site utility services and appurtenances shown hereon is based on visible evidence noted during the survey, information provided by utility representatives or information shown on original construction plans by other. Information and location of service lines on site should be considered approximate and there may be underground utility lines that are not shown on the survey. Owner(s) and contractor(s) should assume responsibility of locating all underground utility service lines prior to any construction, excavation or any disturbance of the existing ground elevation to avoid hazard of unnecessary expense.
- Information concerning major utilities or appurtenances shown hereon are based on visible evidence noted during the survey or information provided by utility representatives. Verification of existence, size, location, depth and availability of service should be confirmed by local utility agencies.
- The property shown hereon is located within the City of Columbia, Maury County, TN. All matters pertaining to construction, use location of improvements, signage, parking, noise, vibration, emissions, fire hazards, radiation, illumination, setback provisions, etc., are subject to City of Columbia's Zoning Regulation as interpreted and regulated by the Development Services.
- The area of the parcel is as shown hereon.
- This property currently identified as Tax Map No. 090, Parcel No. 017.06 & 019.00, Maury County. For designation shown thus () indicates Parcel Numbers for said map.
- Plat reference: as noted
- Deed reference: as noted
- Bearings based on: Tennessee State Plane (NAD83).
- This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
- This survey was prepared from current deeds of record and title search as provided by others and noted hereon.
- This survey was prepared for the exclusive use of the person, persons, or entity, if any, named on the certification hereon. Said certificate does not extend to any unnamed person without an express re-certification by the surveyor naming said person.
- The certification as provided on this survey, is purely a statement of professional opinion based on knowledge, information and belief, based on existing field evidence and documentary evidence provided by others.
- The certification is not an expressed or implied warranty or guarantee.
- The property as shown hereon is located in a Special Flood Hazard Area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel No. 47119C0170E, dated April 16, 2007, as scaled graphically, and shown hereon.

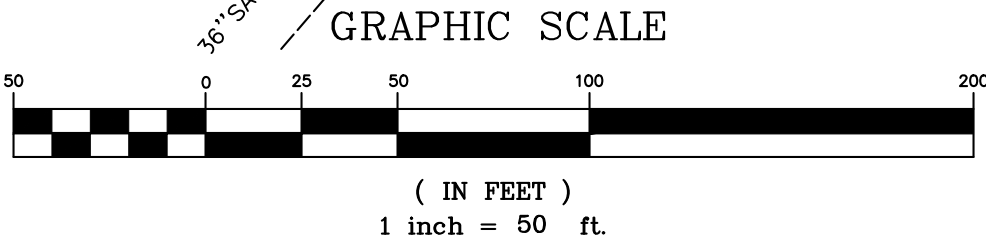
SITE DATA

PARCEL NUMBER:
TAX MAP 090, PARCEL 017.06
DEED BOOK:
R2960, PAGE 735
PARCEL ADDRESS:
236 BEAR CREEK PIKE
COLUMBIA, TN 38401
EXISTING ZONING:
CD-3L (NEIGHBORHOOD)
ACREAGE OF PARCEL:
6,989 SQ. FT. - 0.16 ACRES
PROPERTY OWNER:
MARK AND TINA SEAGO

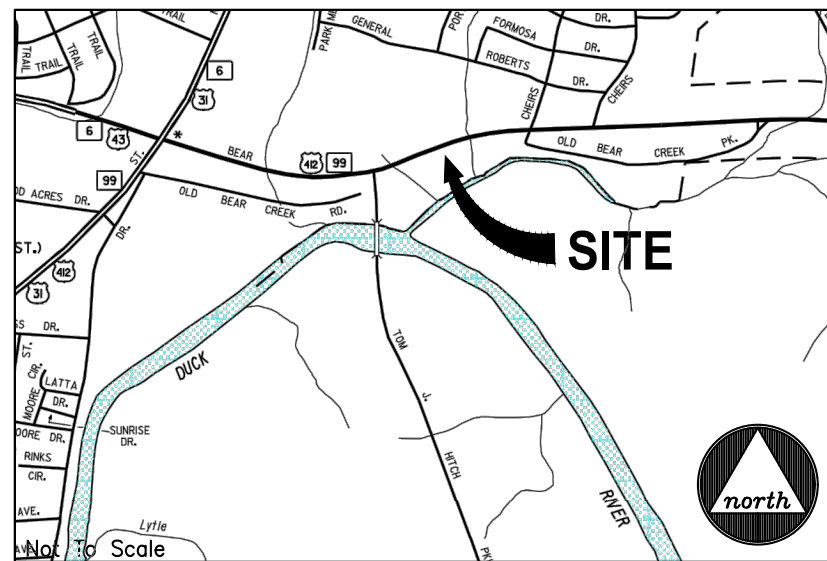
PARCEL NUMBER:
TAX MAP 090, PARCEL 019.00
DEED BOOK:
R2353, PAGE 172
PLAT BOOK P18, PAGE 121
PARCEL ADDRESS:
200 BEAR CREEK PIKE
COLUMBIA, TN 38401
EXISTING ZONING:
CD-4C (NEIGHBORHOOD)
ACREAGE OF PARCEL:
7,240 SQ. FT. - 0.17 ACRES
PROPERTY OWNER:
JOSHUA VAUGHN

Legend

○ EIP	Iron Rod Found	⊕ Bench Mark	■ Catch Basin	⚡ Electric Riser	⚡ Power Pole
● IPS	Iron Rod Set	⊕ Stake Found	■ Curb Inlet	⚡ Telephone Riser	⚡ Flag Pole
● I.P.F.	Iron Pipe Found	⊕ Fire Hydrant	⊕ Storm Pipe	⚡ Telephone Booth	⚡ Guy Wire
⊕ AXLE	Axle Found	⊕ Water Meter	⊕ Cable Manhole	⊕ Gas Meter	⊕ Mailbox
⊕ ECM	Fence Post	⊕ Water Valve	⊕ Electric Manhole	⊕ Gas Valve	⊕ Parking Block
⊕ O.P.K.F.	Concrete Monument Existing	⊕ Water Reducer	⊕ Telephone Manhole	⊕ Light Pole	⊕ Satellite Dish
⊕ O.P.K.S.	PK Nail Found	⊕ Clean Out	⊕ Water Manhole	⊕ Power Pole	⊕ Handicap Parking
⊕ R.R.S.F.	PK Nail Set	⊕ Sanitary Sewer Manhole	⊕ Electric Meter	⊕ Telephone Pole	⊕ Water Spigot
⊕ R.R.S.S.	Railroad Spike Found	⊕ Storm Sewer Manhole	⊕ Cable Riser	⊕ Guy Pole	⊕ Ballard
⊕ R.R.S.S.	Railroad Spike Set				⊕ Evergreen Tree
					⊕ Deciduous Tree
					⊕ Sign



Location Map



CERTIFICATE OF OWNERSHIP AND DEDICATION

I, (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number SEE BELOW, Page SEE BELOW, Maury County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

Map 090, Parcel 019.00 - Deed Book R2353, page 172

Date Joshua Vaughn

Map 090, Parcel 017.06 - Deed Book R2369, page 973

Date Mark Seago

Date Tina Seago

CERTIFICATE OF APPROVAL OF SEWER SYSTEM

I hereby certify that the 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 has been filed to guarantee said installation.

Date Director of Wastewater Department
Columbia, Tennessee

CERTIFICATE OF APPROVAL OF WATER SYSTEM

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

Date Columbia Power & Water Systems
Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR SUBDIVISION NAME AND STREET NAMES

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

Date Maury County E-911
Columbia, Tennessee

CERTIFICATE OF COMPLIANCE

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

Date City Engineer
Columbia, Tennessee

CERTIFICATE OF APPROVAL FOR RECORDING

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

Date Secretary, Planning Commission
Columbia, Tennessee

SURVEYOR'S CERTIFICATION (TENNESSEE)

I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown hereon; that this is a category "I" Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated, and that the ratio of precision is greater than or equal to 1:10,000.

Date 8-8-24 Allen B. O'Leary TN RLS #1987
Allen B. O'Leary Number



Register of Deed Recording Stamp

-----	Adjoining Property Line	-----	Edge of Water
-----	Subject Property Line	-----	Ditch / Creek Centerline
-----	Easement Line	-----	Minor Contour Line
-----	Building Setback Line	-----	Index Contour Line
-----	Centerline	-----	Gas Line
-----	Edge of Pavement	-----	SA Sanitary Sewer Line
-----	Edge of Gravel	-----	Water Line
-----	Fence Line	-----	ST Storm Sewer Line
-----	Landscape	-----	OH Overhead Utility Line
-----	Woods / Tree line	-----	OHC Overhead Cable Line

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WES ENGINEERS & SURVEYORS
CIVIL ENGINEERS & LAND SURVEYORS
2468 NASHVILLE HIGHWAY
COLUMBIA, TN 38401
PHONE (661) 388-2329
www.wesengineers.com

WES ENGINEERS & SURVEYORS

Client David Elizabeth Contractors, LLC
1427 Arrowhead Drive
Brentwood, TN 37027
661-461-7625

FINAL PLAT
BEAR CREEK PIKE - PUMPING STATION
COLUMBIA, TN 38401

DATE	REVISIONS

Drawn: EB
Checked: AG
Approved: AG
Date: 8-8-24

Job no. 24556
Scale: Vertical: 1"=50'
Horizontal:



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Michele Stevens, Administrative Assistant, mstevens@columbiatn.com, 931-560-1010

AGENDA ITEM TITLE: RESOLUTION NO. 24-71 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING DOLLAR GENERAL - BEAR CREEK PIKE

RECOMMENDATION: Approve Resolution No. 24-71.

INFORMATION: Dollar General - Bear Creek Pike consists of 144 linear feet of 8" sanitary sewer main. The Developers met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

CERTIFICATION:

ATTACHMENTS:

Resolution No. 24-71

Resolution No. 24-71 Dedication Letter

**A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWER IMPROVEMENTS SERVING DOLLAR GENERAL - BEAR CREEK
PIKE**

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 144 linear feet of 8" gravity main serving Dollar General - Bear Creek Pike; 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 Dollar General - Bear Creek Pike.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 14th day of November, 2024.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER - CITY ATTORNEY

Turner & Associates Realty, Inc.
P. O. Box 150326
Nashville, TN 37215

Date: 27 September 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 Dollar General - Bear Creek Pike in the amount of 144 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 \$3,492.00, set to expire one year from date of Council acceptance.

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

Sincerely,

Signed:



Print:

Montgomery G. Turner, Sr.
Owner



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. 24-72 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 24-72.

INFORMATION: The City Recorder is presenting tax corrections through 10/25/2024 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

CERTIFICATION:

ATTACHMENTS: Staff Report for Resolution 24-72; Resolution No. 24-72; Resolution No. 24-72 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. 24-72

1. DELETE 2024 PERSONAL PROPERTY TAX IN THE NAME OF HEN HOUSE FOOD TRUCK. MAP 075G F 007.00 P 001, 577 DAVIS VALLEY DR. PROPERTY VALUE \$150,196.00, ASSESSED VALUE \$45,059.00, AND TAXES \$372.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
2. DELETE 2024 PERSONAL PROPERTY TAX IN THE NAME OF ADVANCED SPIRITS LLC. MAP 066 020.13 P 006, 1929 RIDGECREST DR. PROPERTY VALUE \$20,000.00, ASSESSED VALUE \$6,000.00, AND TAXES \$50.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
3. DELETE 2024 PERSONAL PROPERTY TAX IN THE NAME OF EXTRA PLUSHY. MAP 051B D 019.00 P 001, 2523 GROVE PARK WAY. PROPERTY VALUE \$3,000.00, ASSESSED VALUE \$900.00, AND TAXES \$7.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
4. CHANGE 2024 PROPERTY TAX IN THE NAME OF REGENT HOMES LLC. MAP 051 002.02, 2400 A-E ARDEN VILLAGE DR. PROPERTY VALUE FROM \$100,100.00 TO \$26,100.00, ASSESSED VALUE FROM \$40,040.00 TO \$10,040.00 AND TAXES FROM \$330.00. TO \$83.00. DUE TO ERROR IN LAND VALUE WHEN CHANGING ACREAGE FOR 2024 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
5. CHANGE 2024 PROPERTY TAX IN THE NAME OF STATE FARM MUTUAL AUTO INS CO. MAP 192 002.00, COLUMBIA ICL. PROPERTY VALUE FROM \$60,487.00 TO \$18,146.00, ASSESSED VALUE WITH EQUALIZATION FACTOR FROM \$14,368.00 TO \$13,982.00 AND TAXES FROM \$119.00. TO \$115.00. DUE TO KEYING ERROR PER MAURY COUNTY TAX ASSESSOR.

6. REFUND 2024 PROPERTY TAX IN THE NAME OF OLD TOWN GLASSBLOWERS. MAP 042 014.02 P 021, 2509 CAYER LN UNIT C. PROPERTY VALUE \$10,000.00, ASSESSED VALUE \$3,000.00, AND TAXES \$25.00. REFUND DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.
7. PICK UP 2024 PERSONAL PROPERTY TAX IN THE NAME OF TENNESSEE ORTHOPAEDIC ALLIANCE. MAP 089 041.06 P S/I 023, 1050 N JAMES M CAMPBELL BLVD STE 200. PROPERTY VALUE \$785,140.00, ASSESSED VALUE \$235,542.00, AND TAXES \$1,943.00. DUE TO ERROR IN MAKING INACTIVE WHEN UPDATING NEW OWNERSHIP FOR 2024 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
8. PICK UP 2024 PROPERTY TAX IN THE NAME OF RECTOR, SUSAN ETAL KAREN JAYNE BYRD THOMPSON. MAP 100F C 008.01, ROLLING FIELDS CIR. PROPERTY VALUE \$38,000.00, ASSESSED VALUE \$9,500.00, AND TAXES \$78.00. DUE TO SPLIT OUT OF 100F C 008.00 TO CREATE A NEW PARCEL FOR 2024 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
9. PICK UP 2024 PROPERTY TAX IN THE NAME OF MIKE CHANDLER. MAP 100D A 041.01, W 6TH ST. PROPERTY VALUE \$50,000.00, ASSESSED VALUE \$12,500.00, AND PRORATED TAXES FOR 323 DAYS \$91.00. DUE TO NEW OWNER OF PREVIOUSLY EXEMPT PER MAURY COUNTY TAX ASSESSOR.
10. PICK UP 2024 PROPERTY TAX IN THE NAME OF BAXTER ENTERPRISES. MAP 089 039.01, 1446 OAK SPRINGS DR. PROPERTY VALUE \$1,734,300.00, ASSESSED VALUE \$693,720.00, AND TAXES \$5,724.00. DUE TO IDB AGREEMENT EXPIRED 100% FOR 2024 PER MAURY COUNTY TAX ASSESSOR.
11. PICK UP 2024 PROPERTY TAX IN THE NAME OF EAST END TN PARTNERS. MAP 099 059.03, 1221 E END ST. PROPERTY VALUE \$134,400.00, ASSESSED VALUE \$33,600.00, AND PRORATED TAXES FOR 109 DAYS \$83.00. DUE TO NEW

OWNER OF PREVIOUSLY EXEMPT PER MAURY COUNTY
TAX ASSESSOR.

12. PICK UP 2024 PROPERTY TAX IN THE NAME OF PLACE OF
HOPE. MAP 099H G 014.00, 1016 WOODLAND ST. PROPERTY
VALUE \$102,500.00, ASSESSED VALUE \$25,625.00, AND
PRORATED TAXES FOR 167 DAYS \$97.00. DUE TO NEW
OWNER OF PREVIOUSLY EXEMPT PER MAURY COUNTY
TAX ASSESSOR.
13. PICK UP 2024 PROPERTY TAX IN THE NAME OF MCBROOM
INVESTMENTS. MAP 100L M 026.00, 408 HATCHER LN.
PROPERTY VALUE \$50,000.00, ASSESSED VALUE \$12,500.00,
AND PRORATED TAXES FOR 214 DAYS \$60.00. DUE TO NEW
OWNER OF PREVIOUSLY EXEMPT PER MAURY COUNTY
TAX ASSESSOR.
14. PICK UP 2024 PROPERTY TAX IN THE NAME OF MCBROOM
INVESTMENTS. MAP 100L M 027.00, 410 HATCHER LN.
PROPERTY VALUE \$50,000.00, ASSESSED VALUE \$12,500.00,
AND PRORATED TAXES FOR 214 DAYS \$60.00. DUE TO NEW
OWNER OF PREVIOUSLY EXEMPT PER MAURY COUNTY
TAX ASSESSOR.
15. PICK UP 2024 PROPERTY TAX IN THE NAME OF NEW
ENGLAND WOOD LOCKER. MAP 100L C 011.01 P S/I 500, 1306
S HIGH ST. PROPERTY VALUE \$20,290.00, ASSESSED VALUE
\$20,290.00, ASSESSED VALUE WITH EQUALIZATION FACTOR
\$16,066.00, AND TAXES \$133.00. DUE TO PICKUP PER AUDIT
FOR 2024 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.
16. PICK UP 2024 PROPERTY TAX IN THE NAME OF NEW
ENGLAND WOOD LOCKER. MAP 100L C 011.01 P S/I 501, 1306
S HIGH ST. PROPERTY VALUE \$26,310.00, ASSESSED VALUE
\$7,893.00, AND TAXES \$65.00. DUE TO PICKUP PER AUDIT
FOR 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Ginger Adams, SR. Administrative Assistant to Fire Chief
(931) 560-1723

GAdams@columbiatn.gov

AGENDA ITEM TITLE: RESOLUTION NO. 24-73 - A RESOLUTION ACCEPTING A DONATION OF \$3,058.14 (THREE THOUSAND FIFTY-EIGHT DOLLARS AND FOURTEEN CENTS) FOR THE PURCHASE OF EQUIPMENT AND SUPPLIES FOR COLUMBIA FIRE & RESCUE -

RECOMMENDATION: Approve Resolution No. 24-73.

INFORMATION: An undisclosed citizen of the City of Columbia desires to support the operations of Columbia Fire & Rescue by making a donation of \$3,058.14 (Three Thousand Fifty-Eight Dollars and Fourteen Cents) for the purchase of equipment and supplies.

Columbia Fire & Rescue requests City Council's approval to accept the donation of \$3,058.14 (Three Thousand Fifty-Eight Dollars and Fourteen Cents) which will be utilized by purchasing one Husqvarna Utility Saw, one Dewalt Lithium Battery with charger and two 2-pack DeWalt Batteries.

CERTIFICATION:

ATTACHMENTS: Staff Report; Resolution No. 24-73.

A RESOLUTION ACCEPTING A DONATION OF \$3,058.14 (THREE THOUSAND FIFTY-EIGHT DOLLARS AND FOURTEEN CENTS) FOR THE PURCHASE OF EQUIPMENT AND SUPPLIES FOR COLUMBIA FIRE & RESCUE

WHEREAS, an undisclosed citizen of Columbia, Tennessee, desires to support the operations of Columbia Fire & Rescue with a monetary donation of \$3,058.14 (Three Thousand Fifty-Eight Dollars and Fourteen Cents); and

WHEREAS, said monetary donation of \$3,058.14 (Three Thousand Fifty-Eight Dollars and Fourteen Cents) is to be utilized to equip Columbia Fire & Rescue Response Units by purchasing a Husqvarna Partner Saw Package Basic Utility, a DeWalt 60v Max Flexvolt Lithium Battery with Charger and two 2-Pack DeWalt Flexvolt 20v/60v Max Batteries; 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

Michele Stevens, Administrative Assistant, mstevens@columbiatn.com, 931-560-1010

AGENDA ITEM TITLE: RESOLUTION NO. 24-74 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING QUAIL RUN, PHASE 4

RECOMMENDATION: Approve Resolution No. 24-74.

INFORMATION: Quail Run, Phase 4 consists of 1,163 linear feet of 8" sanitary sewer main. The Developers met all of the qualifications for acceptance. The Wastewater Department has performed the necessary testing and inspections.

CERTIFICATION:

ATTACHMENTS:

Resolution No. 24-74

Resolution No. 24-74 Dedication Letter

**A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF
SEWER IMPROVEMENTS SERVING QUAIL RUN, PHASE 4**

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 1,163 linear feet of 8" gravity main serving Quail Run, Phase 4; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said sanitary sewer improvements serving Quail Run, Phase 4.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 14th day of November, 2024.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER - CITY ATTORNEY

Date: 17 October 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 Quail Run Meadows Phase 4 in the amount of 1163 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 \$28,202.75, 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:

JOEL A SMITH

Lot Numbers included in this dedication:

LOTS 401-434



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. 24-75 – SPECIAL ASSESSMENT CORRECTIONS

RECOMMENDATION: Approve Resolution No. 24-75.

INFORMATION: The City Recorder is presenting special assessment corrections for Council consideration. The items include property assessments that the City has on the books that were assessed to the former property owner.

RESOLUTION

WHEREAS, the City of Columbia has on its book's certain property and other items that are assessed to former property owners and the new property owners are not lawfully obligated to repay amounts assessed on said property; and

WHEREAS, the City of Columbia desires to correct the books by removing said accounts wherein property is under new ownership;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the books of the City of Columbia are hereby corrected by deleting the assessments and other miscellaneous accounts which are attached hereby as Exhibit "A".

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the _____ day of _____, 2024.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY

RESOLUTION 24-75
EXHIBIT A - NEW OWNERS

Invoice #	INITIAL BILL DATE (FROM		City, State & Zip	Address of Work Done	Map & Parcel	Base Charge	Reason
	DEV SRVCS)	Name					
1064		Adams, Heather & James Spencer	Columbia, TN 38401	1114 S Garden St	Map# 100E D 012	\$140.00	Mowing/weeding/bush hogging
988		Amstrong, Robert	Columbia, TN 38402	223 Nowlin Dr	Map# 089L A 001.12	\$140.00	Mowing/weeding/bush hogging
1103	12/6/2023	Galactic Redevelopment LLC	Franklin, TN 37064	McKinley Dr	Map 113G B 032	\$140.00	Mowing/weeding/bush hogging
1146	6/20/2024	Heffner, George P Jr.	Shamokin Dam, PA 17876	311 E 17th St	099P A 026	\$140.00	Mowing, weeding, bush hogging
Total Amount Due to the City Of Columbia:						\$560.00	



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov, 931.560.1510

AGENDA ITEM TITLE: RESOLUTION NO. 24-76 - A RESOLUTION ACCEPTING DONATIONS VALUED AT APPROXIMATELY ONE THOUSAND DOLLARS (\$1,000) FROM MR. AND MRS. TONY AND CONNIE MASSEY TO THE CITY OF COLUMBIA FOR THE CITY OF COLUMBIA ANNUAL EMPLOYEE CHRISTMAS PARTY

RECOMMENDATION: Approve Resolution No. 24-76.

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

CERTIFICATION: N/A

ATTACHMENTS: Staff Report, Resolution No. 24-76.

A RESOLUTION TO ACCEPT DONATIONS VALUED AT APPROXIMATELY ONE THOUSAND DOLLARS (\$1,000) FROM MR. AND MRS. TONY AND CONNIE MASSEY TO THE CITY OF COLUMBIA FOR THE CITY OF COLUMBIA ANNUAL EMPLOYEE CHRISTMAS PARTY

WHEREAS, Mr. and Mrs. Tony and Connie Massey have offered to make a donation as an expression of appreciation for City of Columbia employees; and

WHEREAS, the City of Columbia would like to accept said donation for the express purpose of door prizes for the City of Columbia Annual Employee Christmas Party; and

WHEREAS, the total items donated were valued at approximately One Thousand Dollars (\$1,000).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that such city does hereby endorse the efforts of Mr. and Mrs. Massey by accepting said donations.

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

Paul Keltner, AICP, Director of Development Services, pkeltner@columbiatn.gov, 931-560-1560

AGENDA ITEM TITLE: 2ND CONSIDERATION ON ORDINANCE NO. 4527 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING BUILDING, LOT AND BUILDING SITE IN ARTICLE 4 BY REPEALING SUCH ARTICLE AND REPLACING IT WITH A NEW ARTICLE 4, DEVELOPMENT PARCEL STANDARDS - CITYWIDE

RECOMMENDATION: Approve Ordinance No. 4527 on second consideration.

INFORMATION: The Department of Development Services requests to amend the Zoning Ordinance of Columbia, Ordinance 4400, with changes concerning Article 4: Development Parcel Standards, as reviewed and recommended by the Planning Commission at the September 4, 2024 meeting. The specific changes recommended by the Planning Commission pertain to Special Districts and Planned Unit Development Districts. Approval was recommended by a vote of four to zero

ATTACHMENTS: Staff Report, Ordinance No. 4527, Exhibit A, Marked Changes – PUDs, Marked Changes – Special Districts, Development Services Staff Report – Special Districts, Development Services – PUDs.

AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING BUILDING, LOT AND BUILDING SITE STANDARDS IN ARTICLE 4 BY REPEALING SUCH ARTICLE AND REPLACING IT WITH A NEW ARTICLE 4 BUILDING, LOT AND BUILDING SITE STANDARDS.

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 4th day of September 2024, the Planning Commission reviewed and recommended specific changes in accordance to Section 8.5.18, to the Zoning Ordinance regarding Building, Lot and Building Site Standards in Article 4. As a result, Article 4 is being repealed in its entirety and replaced with a new Article 4 which is attached hereto as Exhibit “A” and incorporated herein by reference. Said recommendations are being considered after a public hearing held on the 10th day of October, 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 repealing Article 4 in its entirety and replacing such Article with a new Article 4, Building, Lot, and Building Site Standards which is attached hereto as Exhibit A and 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 14th day of November, 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: _____

ARTICLE 4:

BUILDING, LOT & BUILDING SITE STANDARDS

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SECTION 4.1 GENERAL

This Article applies to all Buildings, Lots, and Building Sites located or proposed within the City, except as otherwise provided in Section 1.22 with respect to Nonconformities.

SECTION 4.2 PLAN REQUIRED.

No Building shall be constructed, re-constructed, Altered, modified, raised, moved, extended, reduced, or enlarged, and no Lot or Building Site or other land shall be Developed, re-Developed, Improved, subdivided, or re-subdivided, and none of the same shall be used, except in compliance with this Article 4, the Official Zoning Map, and pursuant to a Development Plan or Master PUD Development Plan that conforms with and has been prepared, submitted, reviewed and approved in accordance with Article 8 (Administration, Procedures & Enforcement), this Article 4, and all other standards and requirements applicable thereto.

SECTION 4.3 BUILDING, LOT & BUILDING SITE STANDARDS

4.3.1 DISTRICT BUILDINGS, LOTS & BUILDING SITES

The standards for Buildings, Lots, and Building Sites within Districts are set forth in this Section 4.3 and elsewhere in this Ordinance.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-2

TABLE 4.3.1-A DISTRICT STANDARDS **RURAL CHARACTER DISTRICT**



General Description

The CD-2 Rural Character District consists of large-lot semi-rural estates, open spaces, and legacy agricultural operations in low density single-family detached Residential areas. CD-2 is an appropriate District for the Rural Transition and Hillside & Natural Spaces future land use Character Areas described in the Comprehensive Plan.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-2 TABLE 4.3.1-A DISTRICT STANDARDS: RURAL CHARACTER DISTRICT

Density / Floor Area Ratio (FAR)	*Applicable only to Development Parcels
1 Density Unit per acre max	

BLOCK SIZE*	<i>*Applicable only to Development Parcels</i>
Block Perimeter	NR

Private Frontage Types

Common Yard	P	Stepfront	P
Porch	P	Shopfront	P
Fence	P	Gallery	P
Terrace/Lightwell	P	Arcade	P
Forecourt	P	Officefront	P
Stoop	P		

See Table 4.3.7.A (Private Frontage Types)

Civic Space Types*

**Applicable only to Development Parcels.*

Natural Area	P	Playground	P
Green	P	Sport Field	P
Square	NP	Community Garden	P
Plaza	NP	Pocket Park	NP

See Table 5.3.3.A (Civic Space Types - Summary) and Table 5.3.3.B (Civic Space - Specific Standards)

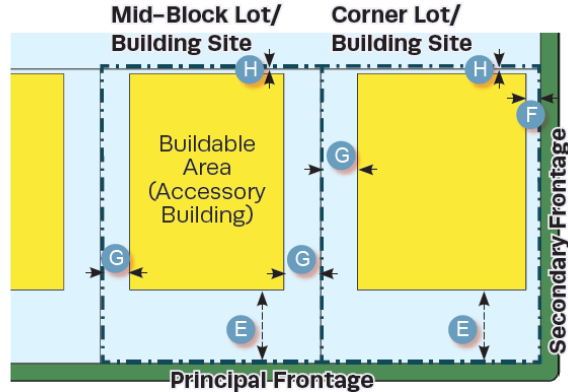
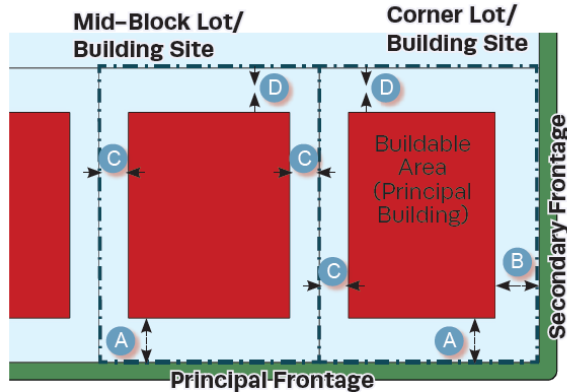
Permitted Uses

See Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses), and Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses). For Development Parcels, see also Table 5.1.11 (Principal Use Mix).

Number of Buildings

Principal Building	1 max
Accessory Buildings	2 max

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS



CD-2 **TABLE 4.3.1-A DISTRICT STANDARDS:**
RURAL CHARACTER DISTRICT

Lot Occupation

Lot/ Building Site Width	125 ft. min.
Frontage Buildout	NR
Lot/ Building Site Area	12,500 sp. ft. min.
Impervious Surface Coverage	NR
Lot/ Building Site Enfrontment	Must enfront a vehicular Thoroughfare
Lot/ Building Site Access	All lots must have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.

Setbacks / Yards

Setbacks / Yards – Principal Building			Setbacks / Yards – Accessory Building		
Front Setback / Yard, Principal Frontage	30 ft. min	A	Front Setback / Yard, Princi- pal Frontage	20 ft. min + Principal Building Front Set- back / Yard	E
Front Setback / Yard, Secondary Frontage	30 ft. min	B	Front Setback / Yard, Sec- ondary Front- age	30 ft. min	F

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Side Setback / Yard, each side	20 ft. min	C	Side Setback / Yard, each side	20 ft. min	G
Rear Setback	30 ft. min; or 15 ft. min from center line of Rear Alley	D	Rear Setback	5 ft. min	H

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-2 TABLE 4.3.1-A DISTRICT STANDARDS: RURAL CHARACTER DISTRICT

Building Standards

Building Height*

Principal Building	3 Stories max
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Accessory Building	2 Stories max
--------------------	---------------

*Stories and height do not include Attics and Basements, chimneys, flagpoles, towers, spires, belfries, parapet walls, aerials, or antennas. Any Building exceeding 35 feet in height must obtain approval from the stipulations made by the Fire Department in accordance with the above cited codes shall be required.

*The Fire Department may stipulate special fire measures in accordance with National Fire Protection Association and International Building Code criteria as a condition of approval of such Structure. In such instance stipulations made by the Fire Department in accordance to with the above cited codes shall be required. *

Ceiling Height

NR

Building Composition

Vertical Composition	Each Principal Building must have an identifiable Base, Middle, & Cap
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Finished Floor Level	NR
----------------------	----

Façade

Main Entrance	Main Entrance must be in Façade of Principal Frontages, located no further than 50% of the total Façade width for the Principal Frontage from the First Layer
---------------	---

Façade Position	Parallel to straight Frontage Line or to tangent of curved Frontage Line
-----------------	--

Façade & Façade Element Design Proportions	NR
--	----

Blank Walls	NP at Frontage
-------------	----------------

Porch Frontages	Min. 6 ft. clear depth, excluding rails, pillars, columns or other features
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ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Building Standards (continued)

Roof Type & Pitch

Flat	NP
Shed	P at rear only and if ridge is attached to an exterior Building wall; except for porches, stoops or dormers which may have a shed rood anywhere on the Building.
Hip	P
Gable	P
Pitch	6:12 – 6:14, except for shed roofs which may be 3:12 – 14:12 and except rood pitch may match the primary roof pitch of an existing Building that is less than 6:12

Roof Design

Eaves shall extend no less than nine inches beyond the supporting walls.

Gable end rakes shall overhang at least six inches.

Eaves and rakes on Accessory Buildings and dormers shall overhang at least six inches.

Soffits shall be placed perpendicular to the Building wall, not sloping in plane with the roof (except for gable end rakes).

CD-2 TABLE 4.3.1-A DISTRICT STANDARDS: RURAL CHARACTER DISTRICT

Building Materials

Primary Building Material on Facades	Brick	P	Exposed concrete	NP
	Natural stone	P	Vinyl siding	P
	Wood	P	Aluminum siding	NP
	Cementitious siding	P	Corrugated and/or sheet metal	NP
	Authentic stucco over masonry	P		

Changes in Building Materials Primary materials must continue alongside Elevations through 2nd layer. Primary materials shall continue for entire length of all Facades facing a frontage. Any material changes must coincide with form, structural, or massing changes and shall not occur at outside corner of any such change.

Building Colors

Foundation Cladding	Required ; brick, stone, or stucco except renovations and minor expansions of existing structures may match current material, or absence of cladding.
Porch Pier Cladding	Required ; brick or stone, with any space under Porch concealed by painted or stained latticework between piers, except renovations and minor expansions of existing structures, pier cladding, or absence of cladding, may match current material.
Chimney Cladding	Required ; brick, natural stone, with material matching primary material of Façade

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Building Types			
House	P	Commercial	NP
Duplex	NP	Mixed Use	NP
Townhouse	NP	Flex	NP
Small Multifamily	NP	Mid-Rise	NP
Large Multifamily	NP	Large Scale Commercial	NP
Live/Work	NP	Civic	P

See Table 4.3.8.A (Principal Building Types - Summary) and Table 4.3.8.B (Principal Building Types - Specific Standards). For Development Parcels, see also Table 5.1.10 (Building Type Mix).

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-2 **TABLE 4.3.1-A DISTRICT STANDARDS:**
RURAL CHARACTER DISTRICT

Vehicular Parking Requirements

Parking Location

	On-Street Parking	Off-Street Parking
Domestic Vehicles	P	P in 3 rd Layer only, and in Driveway
Recreational Vehicles	NP	P in 3 rd Layer only, and in Driveway
Heavy Equipment	NP	P in 3 rd Layer only, and in Driveway
Tractor trailers (including trailers for storage)	NP on-Street, except for delivery and Temporary Use of trailers	NP
All other vehicles	NP	P in 3 rd Layer only, and in Driveway

Additional Parking Requirements

Off-Street Parking Surface	P Prepared surface of gravel, asphalt, concrete, or other hard surface
Garage Location	In 2 nd or 3 rd Layer only; Min interior dimensions 10 ft. x 20 ft. per vehicle Parking space
Garage Design	If Garage faces Street in 1 st or 2 nd layer: max. Garage door width 33% of total Garage
Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	10' – 20' in 1 st Layer
Parking Structure	NP
Parking Structure Pedestrian Exit Location	N/A

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*

** Only applicable to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access

Off-Street Loading and Storage	P in 3 rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	P in 3 rd Layer only
Off-Street Trash Receptacle Locations	P in 3 rd Layer only
Off-Street Dumpster Locations	N/A
Drive- Through Locations	N/A

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-2 **TABLE 4.3.1-A DISTRICT STANDARDS:**
RURAL CHARACTER DISTRICT

Non-Building Components			
	1 st Layer	2 nd Layer	3 rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	NP	P
Solar Panels	P if coplanar to and integrated into roof design	P if coplanar to and integrated into roof design	P
Antennas & Satellite Equipment	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception	P
Recreation or Paly Equipment	NP		P
Animals Enclosures, Runs or Shelters	NP	NP	P
Swimming pools, Hot Tubs and Spas	NP		P
Transmitting and/or receiving towers, or antennas and wind-generating machines	NP	NP	P

Signs

See Sign Standards in Article 7 (Sign Standards) and Table 7.12.B-1 (Sign Types - Summary) and Table 7.1.2.B-2 (Sign Types- Specific Standards)

Lighting

See Private Lighting Requirements in Section 4.3.17 and Table 4.3.17.B (Private Lighting Standards)

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-2		TABLE 4.3.1-A DISTRICT STANDARDS: RURAL CHARACTER DISTRICT	
Private Landscaping and Fencing			
Landscaping			
In compliance with Section 4.3.16; with one (1) tree min per 50 ft. of Frontage			
Walls & Fencing (not including Screens)			
Height	4 ft. max at Frontage; otherwise, 6 ft. max; height measured from avg. undisturbed grade of Adjacent property at property line.		
Construction	Finished side must face Adjacent property, Thoroughfare, Path, Passage or Waterbody		
Maintenance	Must be well maintained, in upright condition and free of missing or broken parts and graffiti.		
Materials			
Natural Wood	P	Chain Link	P at sides and rear only
Brick, Natural Stone, or Stucco over Masonry	P	Barbed/ Razor/ Concertina Wire	NP
Wrought Iron or Aluminum	P	Exposed or Painted Aggregate Concrete	NP
Vinyl	P	Smooth or Split-faced Block	NP
Additional Standards			
Pedestrian Connections through to Adjacent Neighborhoods or Uses		Required	
Locations of Retaining Walls		P within required Yards, per Section 4.3.10	

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-2 **TABLE 4.3.1-A DISTRICT STANDARDS:**
RURAL CHARACTER DISTRICT

Screens, Street-Screens & Buffers

Height

	At Frontage or Adjacent to Civic Space	Not at Frontage or Adjacent to Civic Space
Wall Screen/Street-Screen Height	3ft. to 3.5ft.	5ft. to 6ft; Minimum 6ft. for Dumpsters and Trash Receptacles
Fence Screen/ Street-Screen Height	NP	5ft. to 6ft. for Dumpsters and Trash Receptacles
Hedge Screen/ Street-Screen Height	3ft. to 3.5ft at installation	5ft. to 6ft. at installation

Materials

Wall Screen or Street-Screen	Brick, Natural Stone or Stucco over Masonry
Fence Screen or Street-Screen	Natural Wood, painted or unpainted
Hedge Screen or Street-Screen	Evergreen plants with min. 80% opacity

Additional Standards

Non-Residential & Multi-Family Residential Screen/ Street-screen Adjacent to or across Thoroughfare from Non-Multi-Family Residential	N/A (Uses not permitted in District)
Screening of Parking, Loading Areas, Service Areas, Outdoor Storage, Drive-Throughs, Trash Receptacles/ Dumpsters, HVAC and other equipment Screened from Frontage, Civic Space and Adjacent Property.	R ; except as Driveways. Parking Lots and Parking Areas must be Screened from Frontage and Civic Space by Building or Streetscreen, Screening must be by Building wall, hedge, or fence at Frontage or Building, Wall, hedge or fence not at Frontages or Adjacent to Civic Space.
Rooftop Antenna Screening	NR
HVAC, Mechanical and other Equipment Screening	R ; must be Screened from Frontage and Civic Space by Building parapet or other Building Element
Self-Storage Warehouse	N/A (not permitted in District)
Streetscreen Location	2 nd Layer
Parcel Buffer	Sections 4.3.11.H
Project Buffer	Section 5.8

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-3L

TABLE 4.3.1-B DISTRICT STANDARDS NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT



General Description

The CD-3L Neighborhood Large Lot Character District consist of primarily a low density single-family detached Residential area in which House is the predominant Building type. It has large Lotor Building Sites, medium deep front Setback and medium to wide side Setbacks. Its Thoroughfares and Internal Drives have curbs and may include Sidewalks, and/or street tress, and form medium to large blocks. CD-3L is an appropriate District for the Suburban Neighborhoods future land use Character Area described in the Comprehensive plan.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-3L TABLE 4.3.1-B DISTRICT STANDARDS: NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT

Density / Floor Area Ratio (FAR)	*Applicable only to Development Parcels
2 Density Unit per acre max	

BLOCK SIZE*	<i>*Applicable only to Development Parcels</i>
Block Perimeter	3600 ft. max

Private Frontage Types

Common Yard	P	Stepfront	NP
Porch	P	Shopfront	NP
Fence	P	Gallery	NP
Terrace/Lightwell	NP	Arcade	NP
Forecourt	NP	Officefront	NP
Stoop	NP		
See Table 4.3.7.A (Private Frontage Types)	NP		

Civic Space Types*

**Applicable only to Development Parcels.*

Natural Area	P	Playground	P
Green	P	Sport Field	P
Square	NP	Community Garden	P
Plaza	NP	Pocket Park	P

See Table 5.3.3.A (Civic Space Types - Summary) and Table 5.3.3.B (Civic Space - Specific Standards)

Permitted Uses

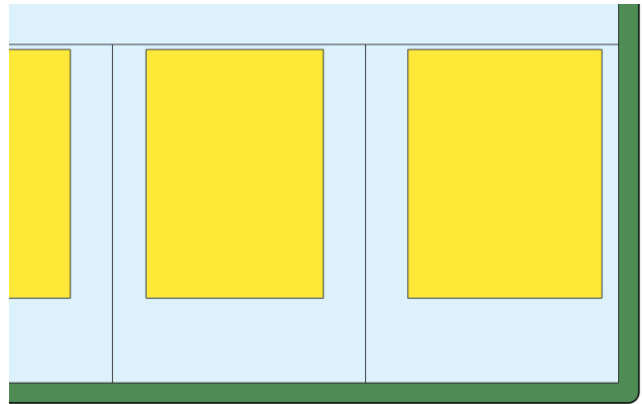
See Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses), and Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses). For Development Parcels, see also Table 5.1.11 (Principal Use Mix).

Number of Buildings

Principal Building	1 max
Accessory Buildings	2 max

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-3L **TABLE 4.3.1-B DISTRICT STANDARDS:**
NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT



Lot Occupation

Lot/ Building Site Width	100 ft. min.
Frontage Buildout	NR
Lot/ Building Site Area	NR
Impervious Surface Coverage	NR
Lot/ Building Site Enfrontment	Must enfront a vehicular Thoroughfare or Internal Drive, except $\leq 20\%$ of the Lots or Building Sites within each type of Character District of a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lots have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.
Lot/ Building Site Access	All lots must have legal and physical vehicular access to a vehicular Thoroughfare or Internal drive via Driveway or Easement.

Setbacks / Yards

Setbacks / Yards – Principal Building			Setbacks / Yards – Accessory Building		
Front Setback / Yard, Principal Frontage	30 ft. min	A	Front Setback / Yard, Principal Frontage	20 ft. min behind Principal Building Frontage	E
Front Setback / Yard, Secondary Frontage	30 ft. min	B	Front Setback / Yard, Secondary Frontage	30 ft. min	F
Side Setback / Yard	12 ft. min	C	Side Setback / Yard	10 ft. min	G
Rear Setback / Yard	30 ft. min; or 15 ft. min from center line of rear Alley.	D	Rear Setback / Yard	5 ft. min; or 15 ft. min from center line of rear Alley.	H

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-3L **TABLE 4.3.1-B DISTRICT STANDARDS:**
NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT

Building Standards

Building Height*

Principal Building 3 Stories Max

Accessory Building 2 Stories Max

*Stories/ Height do not include Attics and Basements, chimneys, flagpoles, towers, spires, belfries, parapet walls, aerials, or antennas. Any Building exceeding 35 feet in height must obtain approval from stipulations made by the Fire Department in accordance with the above cited codes shall be required. *

*The Fire Department may stipulate special fire measures in accordance with National Fire Protection Association and International Building Code criteria as a condition of approval of such Structure. In such instance stipulations made by the Fire Department in accordance to with the above cited codes shall be required. *

Ceiling Height

NR

Building Composition

Vertical Composition Each Principal Building must have an identifiable Base, Middle, & Cap

Finished Floor Level NR

Façade

Main Entrance Main Entrance must be in Façade of Principal Frontages, located no further than 50% of total Façade width for the Principal Frontage from the First Layer

Façade Position Parallel to straight Frontage Line or to tangent of curved Frontage Line

Blank Walls **NP** at Frontage

Façade Articulation **NR**

Porch Frontages Min. 6 ft. clear depth, excluding rails, pillars, columns or other features

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-3L TABLE 4.3.1-B DISTRICT STANDARDS:
NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT

Building Standards (continued)

Roof Type & Pitch

Flat	NP
Shed	P at rear only and if ridge is attached to an exterior Building wall; except for porches, stoops or dormers which may have a shed roof anywhere on the Building.
Hip	P
Gable	P
Pitch	6:12 – 6:14, except for shed roofs which may be 3:12 – 14:12 and except roof pitch may match the primary roof pitch of an existing Building that is less than 6:12

Roof Design

Eaves shall extend no less than nine inches beyond the supporting walls.

Gable end rakes shall overhang at least six inches.

Eaves and rakes on Accessory Buildings and dormers shall overhang at least six inches.

Soffits shall be placed perpendicular to the Building wall, not sloping in plane with the roof (except for gable end rakes).

Building Materials

Primary Building Material on Facades	Brick	P	Exposed concrete	NP
	Natural stone	P	Vinyl siding	P
	Wood	P	Aluminum siding	NP
	Cementitious siding	P	Corrugated and/or sheet metal	NP
	Authentic stucco over masonry	P		

Changes in Building Materials	Primary materials must continue alongside Elevations through 2 nd layer. Primary materials shall continue for entire length of all Facades facing a frontage. Any material changes must coincide with form, structural, or massing changes and shall not occur at outside corner of any such change.		
Building Colors	NR		
Foundation Cladding	Required ; brick, stone, or stucco except renovations and minor expansions of existing structures may match current material, or absence of cladding.		
Porch Pier Cladding	Required ; brick or stone, with any space under Porch concealed by painted or stained latticework between piers, except renovations and minor expansions of existing structures, pier cladding, or absence of cladding, may match current material.		
Chimney Cladding	Required ; brick, natural stone, with material matching primary material of Façade		

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-3L TABLE 4.3.1-B DISTRICT STANDARDS:
NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT

Building Types			
House	P	Commercial	NP
Duplex	NP	Mixed Use	NP
Townhouse	NP	Flex	NP
Small Multifamily	NP	Mid-Rise	NP
Large Multifamily	NP	Large Scale Commercial	NP
Live/Work	NP	Civic	P

See Table 4.3.8.A (Principal Building Types - Summary) and Table 4.3.8.B (Principal Building Types - Specific Standards). For Development Parcels, see also Table 5.1.10 (Building Type Mix).

Vehicular Parking Requirements

Parking Location			
On-Street Parking		Off-Street Parking	
Domestic Vehicles	P	P in 3 rd layer only, and in Driveway	
Recreational Vehicles	NP	P in 3 rd layer only, and in Driveway	
Heavy Equipment	NP	P in 3 rd layer only, and in Driveway	
Tractor Trailers (including trailers for Storage)	NP on Street, except for delivery and Temporary Use of Trailers	NP	
All Other Vehicles	NP	P in 3 rd layer only, and in Driveway	

Additional Parking Requirements	
Off-Street Parking Surface	P Prepared surface of, asphalt, concrete, or another hard surface for 30 feet from Thoroughfare or Internal Drive, gravel permitted for any remaining depth of driveway.
Garage Location	P In 2 nd or 3 rd Layer only
Garage Design	Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space If Garage faces Street in 1 st or 2 nd layer: max. Garage door width 33% of total Garage + Façade width
Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	10 – 20 ft. in 1 st Layer
Parking Structure	NP
Parking Structure Pedestrian Exit Location	N/A

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-3L TABLE 4.3.1-B DISTRICT STANDARDS:
NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*

** Only applicable to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access

Off-Street Loading and Storage	P in 3 rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	P in 3 rd Layer only
Off-Street Trash Receptacle Locations	P in 3 rd Layer only
Off-Street Dumpster Locations	N/A
Drive- Through Locations	N/A

Non-Building Components

	1 st Layer	2 nd Layer	3 rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	NP	P
Solar Panels	P if coplanar to and integrated into roof design		P
Antennas & Satellite Equipment	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Paly Equipment	NP	P	P
Animals Enclosures, Runs or Shelters	NP	NP	P
Swimming pools, Hot Tubs and Spas	NP	P	P
Transmitting and/or receiving towers, or antennas and wind-generating machines	NP	NP	P

Signs

See Sign Standards in Article 7 (Sign Standards) and Table 7.12.B-1 (Sign Types - Summary) and Table 7.1.2.B-2 (Sign Types- Specific Standards)

Lighting

See Private Lighting Requirements in Section 4.3.17 and Table 4.3.17.B (Private Lighting Standards)

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-3L **TABLE 4.3.1-B DISTRICT STANDARDS:**
NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT

Private Landscaping and Fencing

Landscaping

In compliance with Section 4.3.16; with one (1) tree min per 50 ft. of Frontage and continuous shrubs around foundation at Frontage

Walls & Fencing (not including Screens)

Height	4 ft. max at Frontage; otherwise, 6 ft. max; height measured from avg. undisturbed grade of Adjacent property at property line
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Construction	Finished side must face Adjacent property, Thoroughfare or Internal Drive, Path, Passage or Waterbody.
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Maintenance	Must be well-maintained, in up-right condition and free of missing or broken parts and graffiti.
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Materials

Natural Wood	P	Chain Link	P at sides and rear only
Brick, Natural Stone, or Stucco over Masonry	P	Barbed/ Razor/ Concertina Wire	NP
Wrought Iron or Aluminum	P	Exposed or Painted Aggregate Concrete	NP
Vinyl	P	Smooth or Split-faced Block	NP

Additional Standards

Pedestrian Connections through to Adjacent Neighborhoods or Uses	Required
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Location of Retaining Walls	P within required Yards, per Section 4.3.10 If supporting grade 8 ft. or higher than grade at property line, must be set back 10 ft. from property line.
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ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-3L TABLE 4.3.1-B DISTRICT STANDARDS:
NEIGHBORHOOD LARGE LOT CHARACTER DISTRICT

Screens, Street-Screens & Buffers

Height

	At Frontage or Adjacent to Civic Space or Adjacent to Civic Space	Not at Frontage
Wall Screen/Street-Screen Height	3ft. to 3.5ft.	5ft. to 6ft; Minimum 6ft. for Dumpsters and Trash Receptacles
Fence Screen/ Street-Screen Height	NP	5ft. to 6ft. for Dumpsters and Trash Re- ceptacles
Hedge Screen/ Street-Screen Height	3ft. to 3.5ft at installation	5ft. to 6ft. at installation

Materials

Wall Screen or Streetscreen	Brick, Natural Stone or Stucco over Masonry
Fence Screen or Streetscreen	Natural Wood, painted or unpainted
Hedge Screen or Streetscreen	Evergreen plants with min. 80% opacity

Additional Standards

Non-Residential & Multi-Family Residential Screen / Street- screen Adjacent to or across Throughfare from Non-Multi-Fam- ily Residential	N/A (Uses not permitted in District)
Screening of Parking, Loading Areas, Service Areas, Outdoor Storage, Drive-Throughs, Trash Receptacles/Dumpsters, HVAC and other equipment screened from Frontage, Civic Space and Adjacent Property	R ; except at Driveways: Parking Lots and Parking Areas must be Screened from Front- age and Civic Space by Building or Streetscreen; otherwise, Screening must be by Building, wall, hedge, or fence at Front- age or Building, Wall, hedge or fence not at Frontages or Adja- cent to Civic Space.
Rooftop Antenna Screening	NR
HVAC, Mechanical and other Equipment Screening	R ; must be Screened from Frontage and Civic Space by Building parapet or other Building Element
Self-Storage Warehouse Screening	N/A (not permitted in District)
Streetscreen Location	2 nd Layer
Parcel Buffer	Section 4.3.11.H
Project Buffer	Section 5.8

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-3 TABLE 4.3.1-C DISTRICT STANDARDS NEIGHBORHOOD CHARACTER DISTRICT



General Description

The CD-3 Neighborhood Large Lot Character District consist of primarily medium density single-family detached Residential area in which House is the predominant Building type. It has medium to deep front Setback and medium to wide side Setbacks. Its Thoroughfares and Internal Drives have curbs and may include Sidewalks, and/or street tress, and form medium to large blocks. CD-3 is an appropriate District for the Suburban Neighborhoods Future Land use Character Area described in the Comprehensive plan; it is also appropriate for City Center Urban Village Future Land Use Character Area where the Planning Commission determines that is compatible with the established land use pattern in the surrounding area.



ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-3 TABLE 4.3.1-C DISTRICT STANDARDS: NEIGHBORHOOD CHARACTER DISTRICT

Density / Floor Area Ratio (FAR) *Applicable only to Development Parcels

4 Density Unit per acre max

BLOCK SIZE* *Applicable only to Development Parcels

Block Perimeter 2800 ft. max

Private Frontage Types

Common Yard	P	Stepfront	NP
Porch	P	Shopfront	NP
Fence	P	Gallery	NP
Terrace/Lightwell	NP	Arcade	NP
Forecourt	NP	Officefront	NP
Stoop	P		

See Table 4.3.7.A (Private Frontage Types)

Civic Space Types*

*Applicable only to Development Parcels.

Natural Area	P	Playground	P
Green	P	Sport Field	P
Square	NP	Community Garden	P
Plaza	NP	Pocket Park	P

See Table 5.3.3.A (Civic Space Types - Summary) and Table 5.3.3.B (Civic Space - Specific Standards)

Permitted Uses

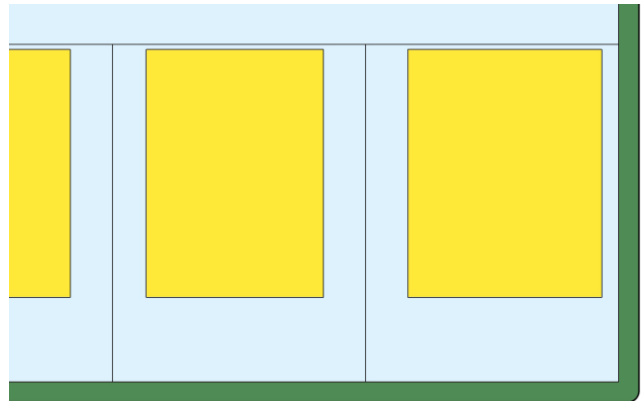
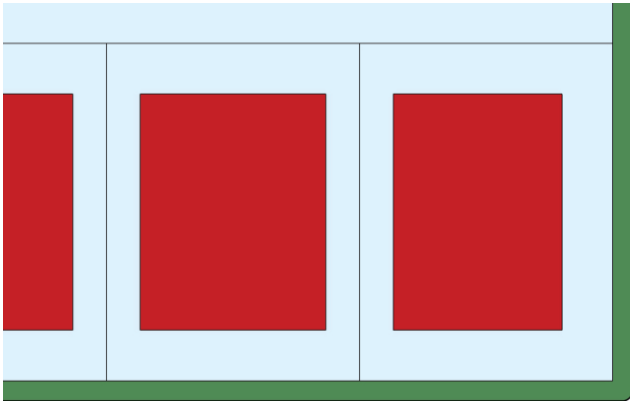
See Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses), and Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses). For Development Parcels, see also Table 5.1.11 (Principal Use Mix).

Number of Buildings

Principal Building	1 max
Accessory Buildings	2 max

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-3 **TABLE 4.3.1-C DISTRICT STANDARDS:**
NEIGHBORHOOD CHARACTER DISTRICT



Lot Occupation

Lot/ Building Site Width

House: 40 ft. min if Alley loaded Garage at rear, otherwise 65 ft. min
Duplex: 50 ft. min for each unit of Duplex
Civic: 50 ft. min

Frontage Buildout

NR

Lot/ Building Site Area

NR

Impervious Surface Coverage

50% max

Lot/ Building Site Enfrontment

Must enfront a vehicular Thoroughfare or Internal Drive, except $\leq 20\%$ of the Lots or Building Sites within each type of Character District of a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lots have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement. The Planning Commission may approve alternative enfrontment within a Development Parcel as described in 8.5.6.O.

Lot/ Building Site Access

All lots must have legal and physical vehicular access to a vehicular Thoroughfare or Internal drive via Driveway or Easement.

Setbacks / Yards

Setbacks / Yards – Principal Building

Setbacks / Yards – Accessory Building

Front Setback /
Yard, Principal
Frontage

30 ft. min

A

Front Setback /
Yard, Principal
Frontage

20 ft. min behind
Principal Building
Frontage

E

Front Setback /
Yard, Secondary
Frontage

30 ft. min

B

Front Setback /
Yard, Secondary
Frontage

20 ft. min

F

Side Setback / Yard

12 ft. min

C

Side Setback / Yard

10 ft. min

G

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Rear Setback / Yard	30 ft. min; or 15 ft. min from center line of rear Alley.	D	Rear Setback / Yard	5 ft. min; or 15 ft. min from center line of rear Alley.	H
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CD-3 TABLE 4.3.1-C DISTRICT STANDARDS: NEIGHBORHOOD CHARACTER DISTRICT

Building Standards

Building Height*

Principal Building 3 Stories max

Accessory Building 2 Stories max

*Stories/ Height do not include Attics and Basements, chimneys, flagpoles, towers, spires, belfries, parapet walls, aerials, or antennas. Any Building exceeding 35 feet in height must obtain approval from stipulations made by the Fire Department in accordance with the above cited codes shall be required. *

*The Fire Department may stipulate special fire measures in accordance with National Fire Protection Association and International Building Code criteria as a condition of approval of such Structure. In such instance stipulations made by the Fire Department in accordance to with the above cited codes shall be required. *

Ceiling Height

NR

Building Composition

Vertical Composition Each Principal Building must have an identifiable Base, Middle, & Cap

Finished Floor Level **NR**

Façade

Main Entrance Main Entrance must be in Façade of Principal Frontages, located no further than 50% of total Façade width for the Principal Frontage from the First Layer

Façade Position Parallel to straight Frontage Line or to tangent of curved Frontage Line

Façade & Façade Element Design Proportions **NR**

Blank Walls **NP** at Frontage

Façade Articulation **NR** at Frontage

Façade Openings **NR**

Façade Glazing **NR**

Window Shape **NR**

Window Alignment **NR**

Window Types **NR**

Window Glazing Material **NR**

Window Trim in 1st Layer **NR**

Shutters **NR**

Façade Window Sill Height **NR**

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Porch Frontages	Min. 6 ft. clear depth, excluding rails, pillars, columns or other features
Shopfront Frontages	NR
	NR
Façade Variety	

CD-3 TABLE 4.3.1-C DISTRICT STANDARDS: NEIGHBORHOOD CHARACTER DISTRICT

Building Standards (continued)	
Roof Type & Pitch	
Flat	NP
Shed	P at rear only and if ridge is attached to an exterior Building wall; except for porches, stoops or dormers which may have a shed roof anywhere on the Building.
Hip	P
Gable	P
Pitch	6:12 – 6:14, except for shed roofs which may be 3:12 – 14:12 and except roof pitch may match the primary roof pitch of an existing Building that is less than 6:12

Roof Design
Eaves shall extend no less than nine inches beyond the supporting walls.
Gable end rakes shall overhang at least six inches.
Eaves and rakes on Accessory Buildings and dormers shall overhang at least six inches.
Soffits shall be placed perpendicular to the Building wall, not sloping in plane with the roof (except for gable end rakes).

Building Materials				
Primary Building Material on Facades	Brick	P	Exposed concrete	NP
	Natural stone	P	Vinyl siding	P for Residential Use
	Wood	P	Aluminum siding	NP
	Cementitious siding	P	Corrugated and/or sheet metal	NP
	Authentic stucco over masonry	P		
Changes in Building Materials	Primary materials must continue alongside Elevations through 2 nd layer. Primary materials shall continue for entire length of all Facades facing a frontage. Any material changes must coincide with form, structural, or massing changes and shall not occur at outside corner of any such change.			
Building Colors	NR			
Foundation Cladding	Required; brick, stone, or stucco except renovations and minor expansions of existing structures may match current material, or absence of cladding.			

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Porch Pier Cladding	Required; brick or stone, with any space under Porch concealed by painted or stained latticework between piers, except renovations and minor expansions of existing structures, pier cladding, or absence of cladding, may match current material.
Chimney Cladding	Required; brick, natural stone, with material matching primary material of Façade

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-3 **TABLE 4.3.1-C DISTRICT STANDARDS:**
NEIGHBORHOOD CHARACTER DISTRICT

Building Types			
House	P	Commercial	NP
Duplex	P	Mixed Use	NP
Townhouse	NP	Flex	NP
Small Multifamily	NP	Mid-Rise	NP
Large Multifamily	NP	Large Scale Commercial	NP
Live/Work	NP	Civic	P

See Table 4.3.8.A (Principal Building Types - Summary) and Table 4.3.8.B (Principal Building Types - Specific Standards). For Development Parcels, see also Table 5.1.10 (Building Type Mix).

Vehicular Parking Requirements

Parking Location			
	On-Street Parking	Off-Street Parking	
Domestic Vehicles	P	P in 3 rd layer only, and in Driveway	
Recreational Vehicles	NP	P in 3 rd layer only, and in Driveway	
Heavy Equipment	NP	P in 3 rd layer only, and in Driveway	
Tractor Trailers (including trailers for storage)	NP on Street, except for delivery and Temporary Use of Trailers	NP	
All other Vehicles	NP	P in 3 rd layer only, and in Driveway	

Additional Parking Requirements	
Off-Street Parking Surface	P Prepared surface of, asphalt, concrete, or another hard surface for 100 feet from Thoroughfare or Internal Drive, gravel permitted for any remaining depth of driveway.
Garage Location	P In 2 nd or 3 rd Layer only
Garage Design	Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space If Garage faces Street in 1 st or 2 nd layer: max. Garage door width 33% of total Garage + Façade width

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	20 ft. max in 1 st Layer
Parking Structure	NP
Parking Structure Pedestrian Exit Location	N/A

CD-3 TABLE 4.3.1-C DISTRICT STANDARDS: NEIGHBORHOOD CHARACTER DISTRICT

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*

** Only applicable to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access

Off-Street Loading and Storage	P in 3 rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	P in 3 rd Layer only
Off-Street Trash Receptacle Locations	P in 3 rd Layer only
Off-Street Dumpster Locations	N/A
Drive- Through Locations	N/A

Non-Building Components

	1 st Layer	2 nd Layer	3 rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	P	P
Solar Panels	P if coplanar to and integrated into roof design	P if coplanar to and integrated into roof design	P
Antennas & Satellite Equipment	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception	P
Recreation or Paly Equipment	NP	P	P
Animals Enclosures, Runs or Shelters	NP	NP	P
Swimming pools, Hot Tubs and Spas	NP	P	P
Transmitting and/or receiving towers, or antennas and wind-generating machines	NP	NP	P

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Signs

See Sign Standards in Article 7 (Sign Standards) and Table 7.12.B-1 (Sign Types - Summary) and Table 7.1.2.B-2 (Sign Types- Specific Standards)

Lighting

See Private Lighting Requirements in Section 4.3.17 and Table 4.3.17.B (Private Lighting Standards)

CD-3 TABLE 4.3.1-C DISTRICT STANDARDS: NEIGHBORHOOD CHARACTER DISTRICT

Private Landscaping and Fencing Landscaping

In compliance with Section 4.3.16; with one (1) tree min per 50 ft. of Frontage and continuous shrubs around foundation at Frontage

Walls & Fencing (not including Screens)

Height	4 ft. max at Frontage; otherwise, 6 ft. max; height measured from avg. undisturbed grade of Adjacent property at property line
Construction	Finished side must face Adjacent property, Thoroughfare or Internal Drive, Path, Passage or Waterbody.
Maintenance	Must be well-maintained, in up-right condition and free of missing or broken parts and graffiti.

Materials

Natural Wood	P	Chain Link	P at sides and rear only
Brick, Natural Stone, or Stucco over Masonry	P	Barbed/ Razor/ Concertina Wire	NP
Wrought Iron or Aluminum	P	Exposed or Painted Aggregate Concrete	NP
Vinyl	P	Smooth or Split-faced Block	NP

Additional Standards

Pedestrian Connections through to Adjacent Neighborhoods or Uses	Required
Location of Retaining Walls	P within required Yards, per Section 4.3.10 If supporting grade 8 ft. or higher than grade at property line, must be set back 10 ft. from property line.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-3 **TABLE 4.3.1-C DISTRICT STANDARDS:**
NEIGHBORHOOD CHARACTER DISTRICT

Screens, Street-Screens & Buffers

Height

	At Frontage or Adjacent to Civic Space	Not at Frontage or Adjacent to Civic Space
Wall Screen/Street-Screen Height	3ft. to 3.5ft.	5ft. to 6ft; Minimum 6ft. for Dumpsters and Trash Receptacles
Fence Screen/ Street-Screen Height	NP	5ft. to 6ft. for Dumpsters and Trash Receptacles
Hedge Screen/ Street-Screen Height	3ft. to 3.5ft at installation	5ft. to 6ft. at installation

Materials

Wall Screen or Street-Screen	Brick, Natural Stone or Stucco over Masonry
Fence Screen or Street-Screen	Natural Wood, painted or unpainted
Hedge Screen or Street-Screen	Evergreen plants with min. 80% opacity

Additional Standards

Non-Residential & Multi-Family Residential Screen / Street-screen Adjacent to or across Throughfare from Non-Multi-Family Residential	N/A (Uses not permitted in District)
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Screening of Parking, Loading Areas, Service Areas, Outdoor Storage, Drive-Throughs, Trash Receptacles/Dumpsters, HVAC and other equipment screened from Frontage, Civic Space and Adjacent Property	R ; except at Driveways: Parking Lots and Parking Areas must be Screened from Frontage and Civic Space by Building or Streetscreen; otherwise, Screening must be by Building, wall, hedge, or fence at Frontage or Building, Wall, hedge or fence not at Frontages or Adjacent to Civic Space.
Rooftop Antenna Screening	NR
HVAC, Mechanical and other Equipment Screening	R ; must be Screened from Frontage and Civic Space by Building parapet or other Building Element
Self-Storage Warehouse Screening	N/A (not permitted in District)
Streetscreen Location	2 nd Layer
Parcel Buffer	Section 4.3.11.H
Project Buffer	Section 5.8

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-4 TABLE 4.3.1-D DISTRICT STANDARDS GENERAL URBAN CHARACTER DISTRICT



General Description

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, shallow or no front Setbacks and narrow to medium side Setbacks. It has variable private landscaping. 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 Character described in the Comprehensive Plan.



ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-4 TABLE 4.3.1-D DISTRICT STANDARDS: GENERAL URBAN CHARACTER DISTRICT

Density / Floor Area Ratio (FAR)	*Applicable only to Development Parcels
12 Density Units per acre max	

BLOCK SIZE*	*Applicable only to Development Parcels
Block Perimeter	2400 ft. max

Private Frontage Types

Common Yard	P	Stepfront	P
Porch	P	Shopfront	P
Fence	P	Gallery	P
Terrace/Lightwell	P	Arcade	NP
Forecourt	P	Officefront	P
Stoop	P		

See Table 4.3.7.A (Private Frontage Types)

Civic Space Types*

*Applicable only to Development Parcels.

Natural Area	P	Playground	P
Green	P	Sport Field	P
Square	P	Community Garden	P
Plaza	NP	Pocket Park	P

See Table 5.3.3.A (Civic Space Types - Summary) and Table 5.3.3.B (Civic Space - Specific Standards)

Permitted Uses

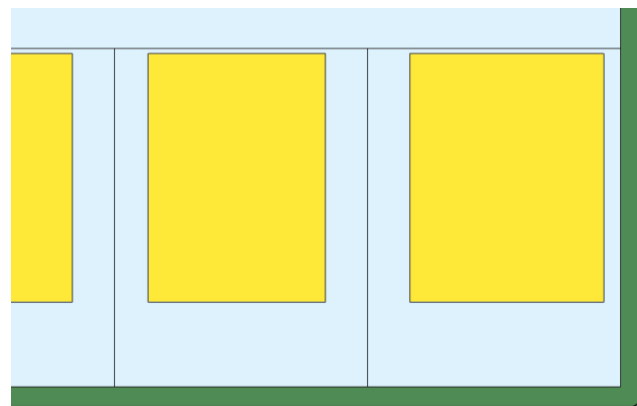
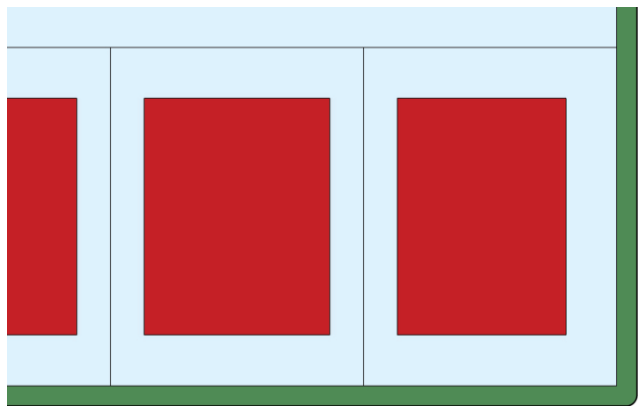
See Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses), and Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses). For Development Parcels, see also Table 5.1.11 (Principal Use Mix).

Number of Buildings

Principal Building	1 max
Accessory Buildings	1 max

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-4 TABLE 4.3.1-D DISTRICT STANDARDS:
GENERAL URBAN CHARACTER DISTRICT



Lot Occupation	
Lot/ Building Site Width	House: 38 ft. min if Alley loaded Garage at rear, otherwise 50 ft. min Duplex: 30 ft. min for each unit of Duplex Townhouse: For Townhouses with each unit on its own Lot or Building Site: 18- 36 ft. for single Townhouse unit attached to other Townhouse units x8 max. attached Townhouse units. For multiple Townhouses on a single Lot or Building Site 18-20 ft. per Townhouse unit X 8max. attached Townhouse units All other Building Types: 18 ft. max All Building Types: 120 ft max
Frontage Buildout	60% min
Lot/ Building Site Area	NR
Impervious Surface Coverage	80% max
Lot/ Building Site Enfrontment	Townhouse: Must enfront a vehicular Thoroughfare, Internal Drive, or Courtyard, except ≤ 20% of the Lots or Building Sites within a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lots have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement. All others; Must enfront a vehicular Thoroughfare or Internal Drive, except ≤20% of the Lots or Building Sites within each type of Character District of a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lots have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement. The Planning Commission may approve alternative enfrontment within a Development Parcel as described in 8.5.6.O.
Lot/ Building Site Access	All lots must have legal and physical vehicular access to a vehicular Thoroughfare or Internal drive via Driveway or Easement.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-4 **TABLE 4.3.1-D DISTRICT STANDARDS:**
GENERAL URBAN CHARACTER DISTRICT

Setbacks / Yards					
Setbacks / Yards – Principal Building			Setbacks / Yards – Accessory Building		
Front Setback / Yard, Principal Frontage	6 ft. min, 20 ft. max	A	Front Setback / Yard, Principal Frontage	20 ft. min behind Principal Building Frontage	E
Front Setback / Yard, Secondary Frontage	6 ft. min, 20 ft. max	B	Front Setback / Yard, Secondary Frontage	6 ft. min	F
Side Setback / Yard	0 ft. min. between individual Town- house Units & Du- plex Units; other- wise, 6 ft. min.	C	Side Setback / Yard	0 ft. min	G
Rear Setback / Yard	3 ft. min; or 15 ft. min from center line of rear Alley.	D	Rear Setback / Yard	3 ft. min; or 15 ft. min from center line of rear Alley.	H

Building Standards	
Building Height*	
Principal Building	3 Stories max
Accessory Building	2 Stories max

*Stories/ Height do not include Attics and Basements, chimneys, flagpoles, towers, spires, belfries, parapet walls, aerials, or antennas. Any Building exceeding 35 feet in height must obtain approval from stipulations made by the Fire Department in accordance with the above cited codes shall be required. *

*The Fire Department may stipulate special fire measures in accordance with National Fire Protection Association and International Building Code criteria as a condition of approval of such Structure. In such instance stipulations made by the Fire Department in accordance to with the above cited codes shall be required. *

Ceiling Height
May not exceed 14 ft. from finished floor to finished ceiling, except for a first floor Shopfront Facade, which may not exceed 25ft.

Building Composition	
Vertical Composition	Each Principal Building must have an identifiable Base, Middle & Cap
Finished Floor Level	If Residential: 18 ft., 48 in. max above average grade at façade

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-4 **TABLE 4.3.1-D DISTRICT STANDARDS:**
GENERAL URBAN CHARACTER DISTRICT

Façade	
Main Entrance	Main Entrance must be in Façade of Principal Frontages. If Shop Frontage at corner Main Entrance may be at Principal Frontage, or at corner.
Façade Position	Parallel to straight Frontage Line or to tangent of curved Frontage Line
Façade & Façade Element Design Proportions	Must be vertically proportioned
Blank Walls	NP at Frontage
Façade Articulation	A Façade greater than 100 ft. in width must be differentiated so that it appears to be comprised of two or more Adjacent Buildings, by dividing such Façade into two segments each of which includes a separate entrance and (1) differs from each of the other segments with respect to all of the following: (a) a change in shape, sill, and header height, detail, size, spacing, rhythm, and muntin pattern of windows; (b) a change of Building or cornice height; (c) a change in cornice details; (d) a change of wall material or wall color; a change in trim courses and other horizontal elements; (e) a change in dormer or balcony design, if any, and (f) providing or changing pilasters, columns, or other Façade elements; and (2) is composed with a defined center and edges. (See Illustration 4.3.5.A-3)
Façade Openings	Windows, and/or doors spaced ≤ 20 ft. apart In Stories above first Façade openings must be $\leq 50\%$ of the total Façade area
Façade Glazing	20% - 60% of total ground floor Façade area
Window Shape	Square or vertical in proportion, except transoms
Window Alignment	Upper floor windows and other features must be aligned with those of first floor
Window Types	Except for transoms and sidelights, Windows in Façade and 1st & 2nd Layers must be single-hung, double-hung, casement or awning types
Window Glazing Material	Clear glass is Required for all Elevations
Window Trim in 1 st Layer	Min. 4 in. trim with sill and top plate if siding surrounding window; soldier course above lintel and roll-lock course below sill if brick or stone surrounds window
Shutters	If any, must be functional and proportioned to cover half of window width from each side or entire window width, with shutter dogs
Façade Window Sill Height	If Residential, 5 ft. min above average grade at Façade
Porch Frontages	Min. 6 ft. clear depth, excluding rails, pillars, columns or other features
Shopfront Frontages	12 in. – 24 in. knee wall required at Frontage
Façade Variety	Within a Development Parcel no Façade may exist more than once in a Block Face
Building Standards (continued)	
Roof Type & Pitch	
Flat	P
Shed	P at rear only and if ridge is attached to an exterior Building wall; except for porches, stoops or dormers which may have a shed roof anywhere on the Building.
Hip	P
Gable	P
Pitch	If pitched, 6:12 – 14:12, except for shed roofs which may be 3:12 – 14:12 and except roof pitch may match the primary roof pitch of an existing Building that is less than 6:12
Roof Design	

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Eaves shall extend no less than nine inches beyond the supporting walls.

Gable end rakes shall overhang at least six inches.

Eaves and rakes on Accessory Buildings and dormers shall overhang at least six inches.

Soffits shall be placed perpendicular to the Building wall, not sloping in plane with the roof (except for gable end rakes).

CD-4 TABLE 4.3.1-D DISTRICT STANDARDS: GENERAL URBAN CHARACTER DISTRICT

Building Materials

Primary Building Material on Facades	Brick	P	Exposed concrete	NP
	Natural stone	P	Vinyl or Aluminum siding	NP
	Wood	P	Aluminum siding	NP
	Cementitious siding	P	Corrugated and/or sheet metal	NP
	Authentic stucco over masonry	P		
Changes in Building Materials	Primary materials must continue alongside Elevations through 2 nd layer. Primary materials shall continue for entire length of all Facades facing a frontage. Any material changes must coincide with form, structural, or massing changes and shall not occur at outside corner of any such change.			
Building Colors	Up to three (3) colors, including the natural color of any allowed materials, but not excluding trim			
Foundation Cladding	Required ; brick or stone, except foundation cladding, or absence of cladding, may match current material on renovations and minor expansions of existing structures.			
Porch Pier Cladding	Required ; brick or stone, with any space under Porch concealed by painted or stained latticework between piers, except pier cladding, or absence of cladding, may match current material on renovations and minor expansions of existing structures.			
Chimney Cladding	Required ; brick, stone, or material matching primary material of Façade			

Building Types

House	P	Commercial	P
Duplex	P	Mixed Use	P
Townhouse	P	Flex	P
Small Multifamily	P	Mid-Rise	NP
Large Multifamily	P	Large Scale Commercial	NP
Live/Work	P	Civic	P

See Table 4.3.8.A (Principal Building Types - Summary) and Table 4.3.8.B (Principal Building Types - Specific Standards). For Development Parcels, see also Table 5.1.10 (Building Type Mix).

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

**CD-4 TABLE 4.3.1-D DISTRICT STANDARDS:
GENERAL URBAN CHARACTER DISTRICT**

Vehicular Parking Requirements

Parking Location	On-Street Parking	Off-Street Parking
Domestic Vehicles	P	P in 3 rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3 rd layer only, and in Driveway
Heavy Equipment	NP	P in 3 rd layer only, and in Driveway
Tractor Trailers (including trailers for storage)	NP on Street, except for delivery and Temporary Use of Trailers	NP
All other Vehicles	NP	P in 3 rd layer only, and in Driveway

Additional Parking Requirements

Off-Street Parking Surface	Asphalt, concrete, or another hard surface
Garage Location	P In 3 rd Layer only
Garage Design	Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space If Garage faces Street in 1 st or 2 nd layer: max. Garage door width 33% of total Garage + Façade width Garage must be detailed, finished, & designed like the rest of the Building with carriage house doors; max. Garage door width 9ft; each Garage door must have ornamental lighting fixture above it; min 2ft separation between Garage doors.
Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	10 ft. max in 1 st Layer if Residential; 36 ft. max in 1 st layer if non-Residential; regardless if shared or not.
Parking Structure	P if Screen from Frontage by Liner Buildings
Parking Structure Pedestrian Exit Location	Via pedestrian access to Frontage

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*

* Only applicable to Development

Parcels

See Article 5 (Development Parcel Standards) for additional requirements

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

**CD-4 TABLE 4.3.1-D DISTRICT STANDARDS:
GENERAL URBAN CHARACTER DISTRICT**

Loading & Access

Off-Street Loading and Storage	P in 3 rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	P in 3 rd Layer only
Off-Street Trash Receptacle Locations	P in 3 rd Layer only
Off-Street Dumpster Locations	P in 3 rd Layer only
Drive- Through Locations	P in 3 rd Layer only

Non-Building Components

	1 st Layer	2 nd Layer	3 rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	P if Screened from Frontage	P
Solar Panels	P if coplanar to and integrated into roof design		P
Antennas & Satellite Equipment	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Paly Equipment	NP	NP	P
Animals Enclosures, Runs or Shelters	NP	NP	P
Swimming pools, Hot Tubs and Spas	NP	NP	P
Transmitting and/or receiving towers, or antennas and wind-generating machines	NP	NP	P

Signs

See Sign Standards in Article 7 (Sign Standards) and Table 7.12.B-1 (Sign Types - Summary) and Table 7.1.2.B-2 (Sign Types- Specific Standards)

Lighting

See Private Lighting Requirements in Section 4.3.17 and Table 4.3.17.B (Private Lighting Standards)

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-4 TABLE 4.3.1-D DISTRICT STANDARDS: GENERAL URBAN CHARACTER DISTRICT

Private Landscaping and Fencing Landscaping

Required continuous shrubs around foundation at Frontage if 1st Layer $\geq$ 3ft. deep, plus if 1st Layer is $\geq$ 15ft. deep, 1 tree planted in 1st Layer every 50' ft of Frontage. Drive aisles within 1st Layer, continuous shrubs Landscaping must comply with Section 4.3.16

Walls & Fencing (not including Screens)

Height	4 ft max at Frontage, otherwise 6 ft max; height measured from avg. undisturbed grade of Adjacent property at property line
Construction	Finished side must face Adjacent property, Thoroughfare, Path, Passage or Waterbody
Maintenance	Must be well maintained, in upright condition and free of missing or broken parts and graffiti.

Materials

Natural Wood	P only Picket type allowed at Frontage; other types allowed on sides and rear	Chain Link	P at sides and rear only
Brick, Natural Stone, or Stucco over Masonry	P	Barbed/ Razor/ Concertina Wire	NP
Wrought Iron or Aluminum	P	Exposed or Painted Aggregate Concrete	NP
Vinyl	P	Smooth or Split-faced Block	NP

Additional Standards

Pedestrian connections through to Adjacent Neighborhoods or Uses	Required
Location of Retaining Walls	P within required Yards, per Section 4.3.10 If supporting grade 8 ft. or higher than grade at property line, must be set back 10 ft. from property line

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-4 **TABLE 4.3.1-D DISTRICT STANDARDS:**
GENERAL URBAN CHARACTER DISTRICT

Screens, Street-Screens & Buffers		
Height		
	At Frontage or Adjacent to Civic Space age or Adjacent to Civic Space	Not at Front-
Wall Screen/Street-Screen Height	3 ft. to 5 ft.	5ft. to 6ft; Minimum 6ft. for Dumpsters and Trash Receptacles
Fence Screen/ Street-Screen Height	NP	5ft. to 6ft. for Dumpsters and Trash Re- ceptacles
Hedge Screen/ Street-Screen Height	3 ft. to 5 ft at installation	5ft. to 6ft. at installation
Materials		
Wall Screen or Street-Screen	Brick, Natural Stone or Stucco over Masonry	
Fence Screen or Street-Screen	Natural Wood, painted or unpainted	
Hedge Screen or Street-Screen	Evergreen plants with min. 80% opacity	
Additional Standards		
Non-Residential & Multi-Family Residential Screen / Street- screen Adjacent to or across Throughfare from Non-Multi-Fam- ily Residential	N/R	
Screening of Parking, Loading Areas, Service Areas, Outdoor Storage, Drive-Throughs, Trash Receptacles/Dumpsters, HVAC and other equipment screened from Frontage, Civic Space and Adjacent Property	R; except at Driveways: Parking Lots and Parking Areas must be Screened from Front- age and Civic Space by Building or Streetscreen; otherwise, Screening must be by Building, wall, hedge, or fence at Front- age or Building, Wall, hedge or fence not at Frontages or Adja- cent to Civic Space.	
HVAC, Mechanical and other Equipment Screening	R; must be Screened from Frontage and Civic Space by Building parapet or other Building Element	
Self-Storage Warehouse Screening	N/A (not permitted in District)	
Streetscreen Location	2 nd Layer	
Parcel Buffer	Section 4.3.11.H	
Project Buffer	Section 5.8	

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-4C TABLE 4.3.1-E DISTRICT STANDARDS GENERAL URBAN CORRIDOR CHARACTER DISTRICT



General Description

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 Active 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 Suburban Neighborhoods and City Center Urban Village Future Land Use Character Areas described in the Comprehensive Plan.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS



CD-4C TABLE 4.3.1-E DISTRICT STANDARDS: GENERAL URBAN CORRIDOR CHARACTER DISTRICT

Density / Floor Area Ratio (FAR)	*Applicable only to Development Parcels
24 Density Units per acre max	

BLOCK SIZE*	<i>*Applicable only to Development Parcels</i>
Block Perimeter	2400 ft. max

Private Frontage Types

Common Yard	P	Stepfront	NP
Porch	P	Shopfront	P
Fence	P	Gallery	P
Terrace/Lightwell	P	Arcade	NP
Forecourt	P	Officefront	P
Stoop	P		

See Table 4.3.7.A (Private Frontage Types)

Civic Space Types*

**Applicable only to Development Parcels.*

Natural Area	NP	Playground	P
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ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Green	NP	Sport Field	NP
Square	P	Community Garden	P
Plaza	P	Pocket Park	P

See Table 5.3.3.A (Civic Space Types - Summary) and Table 5.3.3.B (Civic Space - Specific Standards)

Permitted Uses

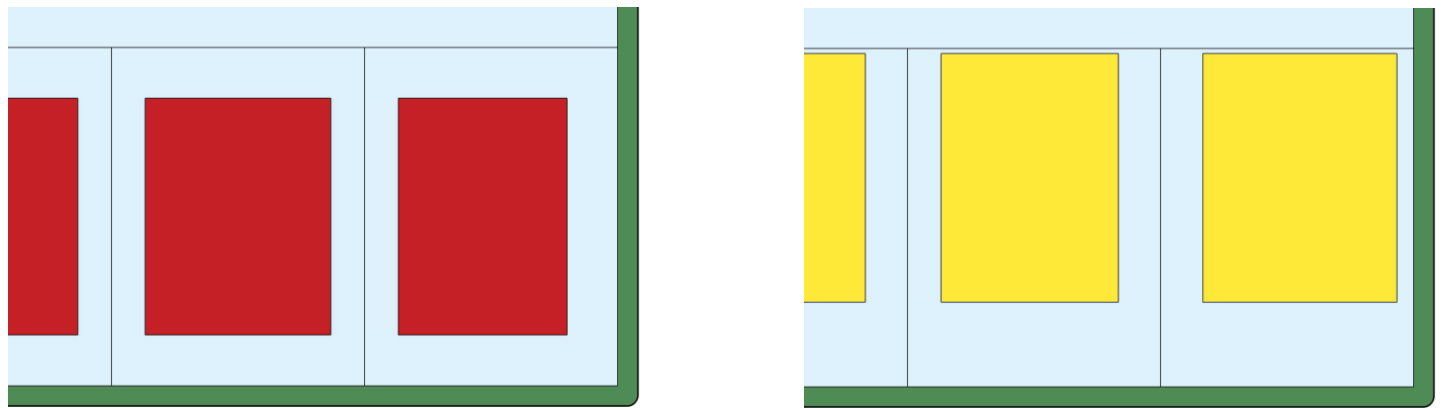
See Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses), and Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses). For Development Parcels, see also Table 5.1.11 (Principal Use Mix).

Number of Buildings

Principal Building	1 max
Accessory Buildings	1 max

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-4C TABLE 4.3.1-E DISTRICT STANDARDS:
GENERAL URBAN CORRIDOR CHARACTER DISTRICT



Lot Occupation	
Lot/ Building Site Width	House: 38’ min if Alley loaded Garage at rear, otherwise 50 ft. min Duplex: 30 ft. min for each unit of Duplex Townhouse: For Townhouses with each unit on its own Lot or Building Site: 18- 36 ft. for single Townhouse unit attached to other Townhouse units x8 max. attached Townhouse units. For multiple Townhouses on a single Lot or Building Site 18-20 ft. per Townhouse unit x6max. attached Townhouse units Large Scale Commercial: 600 ft max All other Building Types: 18 ft. min – 200 ft. max
Frontage Buildout	60% min except commercial 40% min
Lot/ Building Site Area	NR
Impervious Surface Coverage	80% max
Lot/ Building Site Enfrontment	Must enfront a vehicular Thoroughfare or Internal Drive, except ≤ 20% of the Lots or Building Sites within each type of Character District of a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lots have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement. The Planning Commission may approve alternative enfrontment within a Development Parcel as described in 8.5.6.O
Lot/ Building Site Access	All lots must have legal and physical vehicular access to a vehicular Thoroughfare or Internal drive via Driveway or Easement.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-4C **TABLE 4.3.1-E DISTRICT STANDARDS:**
GENERAL URBAN CORRIDOR CHARACTER DISTRICT

Setbacks / Yards					
Setbacks / Yards – Principal Building			Setbacks / Yards – Accessory Building		
Front Setback / Yard, Principal Frontage	6 ft. min, 40 ft. max; except where the Lot or Building Site enfronts a thoroughfare with a functional classification of Arterial and parking is located in the First Layer, max 85 ft.	A	Front Setback / Yard, Principal Frontage	20 ft. min behind Principal Building Frontage	E
Front Setback / Yard, Secondary Frontage	6 ft. min, 40 ft. max; except where the Lot or Building Site enfronts a thoroughfare with a functional classification of Arterial and parking is located in the First Layer, max 85 ft.	B	Front Setback / Yard, Secondary Frontage	5 ft. min	F
Side Setback / Yard, each side	0 ft. min. per side	C	Side Setback / Yard, each side	5 ft. min	G
Rear Setback / Yard	3 ft. min; or 15 ft. min from center line of rear Alley.	D	Rear Setback / Yard	3 ft. min; or 5 ft. min if Garage faces rear Alley.	H

Building Standards	
Building Height*	
Principal Building	4 Stories max
Accessory Building	2 Stories max

*Stories/ Height do not include Attics and Basements, chimneys, flagpoles, towers, spires, belfries, parapet walls, aerials, or antennas. Any Building exceeding 35 feet in height must obtain approval from stipulations made by the Fire Department in accordance with the above cited codes shall be required. *

*The Fire Department may stipulate special fire measures in accordance with National Fire Protection Association and International Building Code criteria as a condition of approval of such Structure. In such instance stipulations made by the Fire Department in accordance to with the above cited codes shall be required. *

Ceiling Height	
May not exceed 14 ft. from finished floor to finished ceiling, except for a first floor Shopfront Facade, which may not exceed 25 ft.	
Building Composition	
Vertical Composition	Each Principal Building must have an identifiable Base, Middle & Cap
Finished Floor Level	NR

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-4C **TABLE 4.3.1-D DISTRICT STANDARDS:**
GENERAL URBAN CHARACTER DISTRICT

Façade	
Main Entrance	Main Entrance must be in Façade of Principal Frontages. If Shop Frontage at corner Main Entrance may be at Principal Frontage, or at corner.
Façade Position	Parallel to straight Frontage Line or to tangent of curved Frontage Line
Façade & Façade Element Design Proportions	Must be vertically proportioned
Blank Walls	NP at Frontage
Façade Articulation	Except for House Building Types, A Façade greater than 100 ft. in width must be differentiated so that it appears to be comprised of two or more Adjacent Buildings, by dividing such Façade into two segments each of which includes a separate entrance and (1) differs from each of the other segments with respect to all of the following: (a) a change in shape, sill, and header height, detail, size, spacing, rhythm, and muntin pattern of windows; (b) a change of Building or cornice height; (c) a change in cornice details; (d) a change of wall material or wall color; a change in trim courses and other horizontal elements; (e) a change in dormer or balcony design, if any, and (f) providing or changing pilasters, columns, or other Façade elements; and (2) is composed with a defined center and edges. (See Illustration 4.3.5.A-3)
Façade Openings	Windows, and/or doors spaced ≤ 20 ft. apart In Stories above first Façade openings must be $\leq 50\%$ of the total Façade area
Façade Glazing	Non-Shopfront: 20% - 60% of total ground floor Façade area for Shopfront: min. 50% of total ground floor Façade area, min. 20% of total Façade area on upper floors and secondary elevations
Window Shape	Square or vertical in proportion, except transoms
Window Alignment	Upper floor windows and other features must be aligned with those of first floor
Window Types	Except for transoms and sidelights, Windows in Façade and 1st & 2nd Layers must be single-hung, double-hung, casement or awning types
Window Glazing Material	Clear glass is Required for all Elevations
Window Trim in 1 st Layer	Min. 4 in. trim with sill and top plate if siding surrounding window; soldier course above lintel and rollock course below sill if brick or stone surrounds window
Shutters	If any, must be functional and proportioned to cover half of window width from each side or entire window width, with shutter dogs
Façade Window Sill Height	If Residential, 5 ft. min above average grade at Façade
Porch Frontages	Min. 6 ft. clear depth, excluding rails, pillars, columns or other features
Shopfront Frontages	12 in. – 24 in. knee wall required at Frontage
Façade Variety	Within a Development Parcel no Façade may exist more than once in a Block Face

Building Standards (continued)

Roof Type & Pitch	
Flat	P
Shed	P at rear only and if ridge is attached to an exterior Building wall; except for porches, stoops or dormers which may have a shed roof anywhere on the Building.
Hip	P
Gable	P
Pitch	6:12 – 14:12, except for shed roofs which may be 3:12 – 14:12 and except roof pitch may match the primary roof pitch of an existing Building that is less than 6:12

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Roof Design

Eaves shall extend no less than nine inches beyond the supporting walls.

Gable end rakes shall overhang at least six inches.

Eaves and rakes on Accessory Buildings and dormers shall overhang at least six inches.

Soffits shall be placed perpendicular to the Building wall, not sloping in plane with the roof (except for gable end rakes).

CD-4C TABLE 4.3.1-D DISTRICT STANDARDS: GENERAL URBAN CHARACTER DISTRICT

Building Materials

Primary Building Material on Facades	Brick	P	Authentic stucco over masonry	P
	Natural stone	P	Exposed concrete	NP
	Wood	P	Vinyl or Aluminum siding	NP
	Cementitious siding	P	Corrugated and/or sheet metal	NP

Changes in Building Materials	Primary materials must continue alongside Elevations through 2 nd layer. Primary materials shall continue for entire length of all Facades facing a frontage. Any material changes must coincide with form, structural, or massing changes and shall not occur at outside corner of any such change.
Building Colors	Up to three (3) colors, including the natural color of any allowed materials, but not excluding trim
Foundation Cladding	Required ; brick, stone, or stucco except renovations and minor expansions of existing structures may match current material, or absence of cladding.
Porch Pier Cladding	Required ; brick or stone, with any space under Porch concealed by painted or stained latticework between piers, except renovations and minor expansions of existing structures, pier cladding, or absence of cladding, may match current material.
Chimney Cladding	Required ; brick, natural stone, with material matching primary material of Façade

Building Types

House	P	Commercial	P
Duplex	P	Mixed Use	P
Townhouse	P	Flex	P
Small Multifamily	P	Mid-Rise	NP
Large Multifamily	P	Large Scale Commercial	P
Live/Work	P	Civic	P

See Table 4.3.8.A (Principal Building Types - Summary) and Table 4.3.8.B (Principal Building Types - Specific Standards). For Development Parcels, see also Table 5.1.10 (Building Type Mix).

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-4C **TABLE 4.3.1-D DISTRICT STANDARDS:**
GENERAL URBAN CHARACTER DISTRICT

Vehicular Parking Requirements

Parking Location

	On-Street Parking	Off-Street Parking
Domestic Vehicles	P	P in 3 rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3 rd layer only, and in Driveway
Heavy Equipment	NP	P in 3 rd layer only, and in Driveway
Tractor Trailers (including trailers for storage)	NP	P in 3 rd layer only, and in Driveway
All other vehicles	NP	P in 3 rd layer only, and in Driveway; except where

Additional Parking Requirements

Off-Street Parking Surface	Prepared surface of asphalt, concrete, or another hard surface
Garage Location	P In 3 rd Layer only
Garage Design	Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space If Garage faces Street: max Garage door width 33% of total Garage + Façade width Garage must be detailed, finished, & designed like the rest of the Building with carriage house doors; max. Garage door width 9ft; each Garage door must have ornamental lighting fixture above it; min 2ft separation between Garage doors.
Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	10 ft. max in 1 st Layer if Residential; 36 ft. max in 1 st layer if non-Residential; regardless if shared or not.
Parking Structure	P if Screen from Frontage by Liner Buildings
Parking Structure Pedestrian Exit Location	Via pedestrian access to Frontage

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*

** Only applicable to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-4C **TABLE 4.3.1-E DISTRICT STANDARDS:**
GENERAL URBAN CORRIDOR CHARACTER DISTRICT

Loading & Access

Off-Street Loading and Storage	P in 3 rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	P in 3 rd Layer only
Off-Street Trash Receptacle Locations	P in 3 rd Layer only
Off-Street Dumpster Locations	P in 3 rd Layer only
Drive- Through Locations	P in 3 rd Layer only

Non-Building Components

	1 st Layer	2 nd Layer	3 rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	P if Screened from Frontage	P
Solar Panels	P if coplanar to and integrated into roof design		P
Antennas & Satellite Equipment	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Paly Equipment	NP	NP	P
Animals Enclosures, Runs or Shelters	NP	NP	P
Swimming pools, Hot Tubs and Spas	NP	NP	P
Transmitting and/or receiving towers, or antennas and wind-generating machines	NP	NP	P

Signs

See Sign Standards in Article 7 (Sign Standards) and Table 7.12.B-1 (Sign Types - Summary) and Table 7.1.2.B-2 (Sign Types- Specific Standards)

Lighting

See Private Lighting Requirements in Section 4.3.17 and Table 4.3.17.B (Private Lighting Standards)

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-4C **TABLE 4.3.1-E DISTRICT STANDARDS:**
GENERAL URBAN CORRIDOR CHARACTER DISTRICT

Private Landscaping and Fencing

Landscaping

Required continuous shrubs around foundation at Frontage if 1st Layer $\geq$ 3ft. deep, plus if 1st Layer is $\geq$ 15ft. deep, 1 tree planted in 1st Layer every 50' ft of Frontage. Drive aisles within 1st Layer, continuous shrubs Landscaping must comply with Section 4.3.16

Walls & Fencing

Height	3.5 - 4 ft max at Frontage, otherwise 6 ft max; height measured from avg. undisturbed grade of Adjacent property at property line
Construction	Finished side must face Adjacent property, Thoroughfare, Path, Passage or Waterbody
Maintenance	Must be well maintained, in upright condition and free of missing or broken parts and graffiti

Materials

Natural Wood	P only Picket type allowed at Frontage; other types allowed on sides and rear	Chain Link	P at sides and rear only
Brick, Natural Stone, or Stucco over Masonry	P	Barbed/ Razor/ Concertina Wire	NP
Wrought Iron or Aluminum	P	Exposed or Painted Aggregate Concrete	NP
Vinyl	P	Smooth or Split-faced Block	NP

Additional Standards

Pedestrian connections through to Adjacent Neighborhoods or Uses	Required
Location of Retaining Walls	P within required Yards, per Section 4.3.10 If supporting grade 8 ft. or higher than grade at property line, must be set back 10 ft. from property line.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-4C **TABLE 4.3.1-E DISTRICT STANDARDS:**
GENERAL URBAN CORRIDOR CHARACTER DISTRICT

Screens, Street-Screens & Buffers

Height

	At Frontage or Adjacent to Civic Space age or Adjacent to Civic Space	Not at Front-
Wall Screen/Street-Screen Height	3 ft. to 5 ft.	5ft. to 6ft; Minimum 6ft. for Dumpsters and Trash Receptacles
Fence Screen/ Street-Screen Height	NP	5ft. to 6ft. for Dumpsters and Trash Re- ceptacles
Hedge Screen/ Street-Screen Height	3 ft. to 5 ft at installation	5ft. to 6ft. at installation

Materials

Wall Screen or Street-Screen	Brick, Natural Stone or Stucco over Masonry
Fence Screen or Street-Screen	Natural Wood, painted or unpainted
Hedge Screen or Street-Screen	Evergreen plants with min. 80% opacity

Additional Standards

Non-Residential & Multi-Family Residential Screen / Streetscreen Adjacent to or across Throughfare from Non-Multi-Family Residential	N/R
Screening of Parking, Loading Areas, Service Areas, Out- door Storage, Drive-Throughs, Trash Receptacles/Dump- sters, HVAC and other equipment screened from Front- age, Civic Space and Adjacent Property	R ; except at Driveways: Parking Lots and Parking Areas must be Screened from Frontage and Civic Space by Building or Streetscreen; otherwise, Screening must be by Building, wall, hedge, or fence at Frontage or Building, Wall, hedge or fence not at Frontages or Adjacent to Civic Space.
HVAC, Mechanical and other Equipment Screening	R ; must be Screened from Frontage and Civic Space by Building para- pet or other Building Element
Self-Storage Warehouse Screening	N/A (not permitted in District)
Streetscreen Location	2 nd Layer
Parcel Buffer	Section 4.3.11.H
Project Buffer	Section 5.8

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS URBAN CENTER CHARACTER DISTRICT



General Description

The CD-5 Urban Center Character District consists of medium to high density Mixed Use areas. It has a tight network of Thoroughfares and Internal Drives with Sidewalks, streetlights, and regular tree spacing, defining medium sized blocks. Buildings are set close to the Sidewalks. CD-5 is an appropriate District for the City Center Urban Village Future Land Use Character Area described in the Comprehensive Plan.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5 **TABLE 4.3.1-F DISTRICT STANDARDS**
URBAN CENTER CHARACTER DISTRICT

Density / Floor Area Ratio (FAR) **Applicable only to Development Parcels*

NR

BLOCK SIZE* **Applicable only to Development Parcels*

Block Perimeter 2000 ft. max or 3000 ft max if a parking structure provided within Block

Private Frontage Types

Common Yard	NP	Stepfront	P
Porch	NP	Shopfront	P
Fence	NP	Gallery	P
Terrace/Lightwell	P	Arcade	P
Forecourt	P	Officefront	P
Stoop	P		

See Table 4.3.7.A (Private Frontage Types)

Civic Space Types* **Applicable only to Development Parcels.*

Natural Area	NP	Playground	P
Green	NP	Sport Field	NP
Square	P	Community Garden	P
Plaza	P	Pocket Park	P

See Table 5.3.3.A (Civic Space Types - Summary) and Table 5.3.3.B (Civic Space - Specific Standards)

Permitted Uses

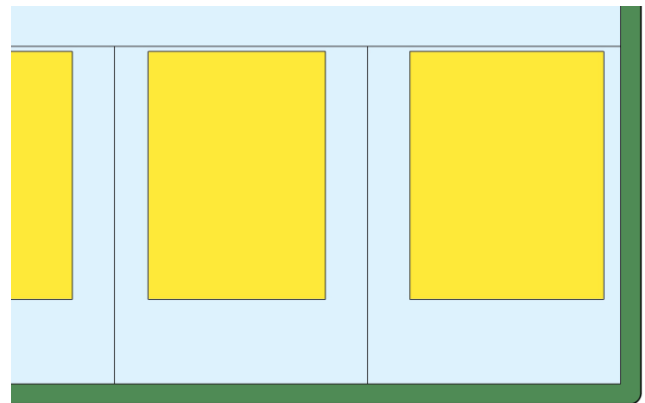
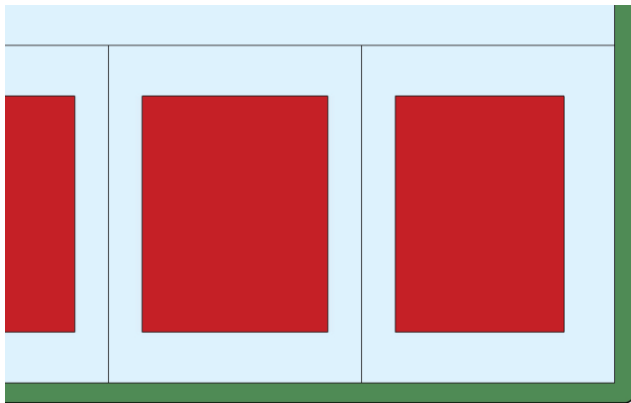
See Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses), and Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses). For Development Parcels, see also Table 5.1.11 (Principal Use Mix).

Number of Buildings

Principal Building	1 max
Accessory Buildings	1 max

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5 **TABLE 4.3.1-F DISTRICT STANDARDS**
URBAN CENTER CHARACTER DISTRICT



Lot Occupation

Lot/ Building Site Width

House: 38 ft min if Alley loaded Garage at rear, otherwise 50 ft. min
Duplex: 30 ft. min for each unit of Duplex
Townhouse:

For Townhouses with each unit on its own Lot or Building Site: 18-36 ft. for single Townhouse unit attached to other Townhouse units x8 max. attached Townhouse units. For multiple Townhouses on a single Lot or Building Site 18-20 ft. per Townhouse unit x6max. attached Townhouse units

All other Building Types: 18 ft. min – 120 ft. max

Frontage Buildout

80% min except House and Duplex 60% min

Lot/ Building Site Area

NR

Impervious Surface Coverage

100% max

Lot/ Building Site Enfrontment

Must enfront a vehicular Thoroughfare or Internal Drive, except $\leq 20\%$ of the Lots or Building Sites within each type of Character District of a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lots have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.

Lot/ Building Site Access

All lots must have legal and physical vehicular access to a vehicular Thoroughfare or Internal drive via Driveway or Easement.

Setbacks / Yards

Setbacks / Yards – Principal Building

Front Setback / Yard, Principal Frontage 0 ft. at corners; 0 ft. min; 15 ft. max. elsewhere

A

Front Setback / Yard, Secondary Frontage 0 ft. at corners; 0 ft. min; 15 ft. max. elsewhere

B

Side Setback / Yard, each side 0 ft. min; 24 ft. max per side

C

Rear Setback / Yard **NR**

D

Setbacks / Yards – Accessory Building

Front Setback / Yard, Principal Frontage 40 ft. max from rear property line; except

E

Side Setback / Yard 3 ft. max

F

Rear Setback / Yard 5 ft. min

G

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS URBAN CENTER CHARACTER DISTRICT

Building Standards

Building Height*

Principal Building	2 Story min; 5 Stories max. adjacent to CD-5; all other areas 3 stories max
Accessory Building	2 Stories max

*Stories/ Height do not include Attics and Basements, chimneys, flagpoles, towers, spires, belfries, parapet walls, aerials, or antennas. Any Building exceeding 35 feet in height must obtain approval from stipulations made by the Fire Department in accordance with the above cited codes shall be required. *

*The Fire Department may stipulate special fire measures in accordance with National Fire Protection Association and International Building Code criteria as a condition of approval of such Structure. In such instance stipulations made by the Fire Department in accordance to with the above cited codes shall be required. *

Ceiling Height

May not exceed 14 ft. from finished floor to finished ceiling, except for a first floor Business/ Commercial, Office, Retail/ Personal Service, or Accommodation/ Lodging Use, which must be a minimum of 11ft. with a maximum of 25 ft.

Building Composition

Vertical Composition	Each Principal Building must have an identifiable Base, Middle & Cap
Finished Floor Level	If Residential: 18 in. min., 48 in. max. above average grade at Façade

Façade

Main Entrance	Main Entrance must be in Façade of Principal Frontages. If Shop Frontage at corner Main Entrance may be at Principal Frontage, or at corner.
Façade Position	Parallel to straight Frontage Line or to tangent of curved Frontage Line
Façade & Façade Element Design Proportions	Must be vertically proportioned
Blank Walls	NP at Frontage
Façade Articulation	A Façade greater than 100 ft. in width must be differentiated so that it appears to be comprised of two or more Adjacent Buildings, by dividing such Façade into two segments each of which includes a separate entrance and (1) differs from each of the other segments with respect to all of the following: (a) a change in shape, sill, and header height, detail, size, spacing, rhythm, and muntin pattern of windows; (b) a change of Building or cornice height; (c) a change in cornice details; (d) a change of wall material or wall color; a change in trim courses and other horizontal elements; (e) a change in dormer or balcony design, if any, and (f) providing or changing pilasters, columns, or other Façade elements; and (2) is composed with a defined center and edges. (See Illustration 4.3.5.A-3)
Façade Openings	Windows, and/or doors spaced ≤ 20 ft. apart In Stories above first Façade openings must be $\leq 50\%$ of the total Façade area
Façade Glazing	Non-Shopfront 20% - 60% of total ground level Façade area; for Shopfront: min 50% of total ground level Façade area, min. 20% of total Façade area on upper floors and secondary elevations
Window Shape	Square or vertical in proportion, except transoms
Window Alignment	Upper floor windows and other features must be aligned with those of first floor
Window Types	Except in Shopfront or Gallery Frontage, and except for Transoms and sidelights, Windows in Façade and 1st & 2nd Layers must be single-hung, double-hung, casement or awning types. In Stories above first, Façade openings must be $\leq 50\%$ of total Façade area.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Window Glazing Material	Clear glass is Required for all Elevations
Window Trim in 1 st Layer	Min. 4 in. trim with sill and top plate if siding surrounding window; soldier course above lintel and rollock course below sill if brick or stone surrounds window
Shutters	If any, must be functional and proportioned to cover half of window width from each side or entire window width, with shutter dogs
Façade Window Sill Height	If Residential, 5 ft. min above average grade at Façade
Porch Frontages	Min. 6 ft. clear depth, excluding rails, pillars, columns or other features
Shopfront Frontages	12 in. – 24 in. knee wall required at Frontage
Façade Variety	No Façade may exist more than once in a Block Face or within view of the same Façade

CD-5 **TABLE 4.3.1-F DISTRICT STANDARDS**
URBAN CENTER CHARACTER DISTRICT

Building Standards (continued)	
Roof Type & Pitch	
Flat	P
Shed	P at rear only and if ridge is attached to an exterior Building wall; except for porches, stoops or dormers which may have a shed roof anywhere on the Building.
Hip	P
Gable	P
Pitch	6:12 – 14:12, except for shed roofs which may be 3:12 – 14:12 and except roof pitch may match the primary roof pitch of an existing Building that is less than 6:12

Roof Design
Eaves shall extend no less than nine inches beyond the supporting walls.
Gable end rakes shall overhang at least six inches.
Eaves and rakes on Accessory Buildings and dormers shall overhang at least six inches.
Soffits shall be placed perpendicular to the Building wall, not sloping in plane with the roof (except for gable end rakes).

Building Materials			
Primary Building Material on Facades	Brick	P	Authentic stucco over masonry P
	Natural stone	P	Exposed concrete NP
	Wood	P	Vinyl or Aluminum siding NP
	Cementitious siding	P	Corrugated and/or sheet metal NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Changes in Building Materials	Primary materials must continue alongside Elevations through 2 nd layer. Primary materials shall continue for entire length of all Facades facing a frontage. Any material changes must coincide with form, structural, or massing changes and shall not occur at outside corner of any such change.
Building Colors	Up to three (3) colors, including the natural color of any allowed materials, but not excluding trim

Building Types			
House	P	Commercial	P
Duplex	P	Mixed Use	P
Townhouse	P	Flex	P
Small Multifamily	P	Mid-Rise	P
Large Multifamily	P	Large Scale Commercial	NP
Live/Work	P	Civic	P

See Table 4.3.8.A (Principal Building Types - Summary) and Table 4.3.8.B (Principal Building Types - Specific Standards). For Development Parcels, see also Table 5.1.10 (Building Type Mix).

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5 **TABLE 4.3.1-F DISTRICT STANDARDS**
URBAN CENTER CHARACTER DISTRICT

Vehicular Parking Requirements

Parking Location

	On-Street Parking	Off-Street Parking
Domestic Vehicles	P	P in 3 rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3 rd layer only, and in Driveway
Heavy Equipment	NP	P in 3 rd layer only, and in Driveway
Tractor trailers (including trailers for storage)	NP	P in 3 rd layer only, and in Driveway
All Other Vehicles	NP	P in 3 rd layer only, and in Driveway

Additional Parking Requirements

Off-Street Parking Surface	Prepared surface of asphalt, concrete, or another hard surface
Garage Location	P In 3 rd Layer only
Garage Design	Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space If Garage faces Street: max Garage door width 33% of total Garage + Façade width Garage must be detailed, finished, & designed like the rest of the Building with carriage house doors; max. Garage door width 9ft; each Garage door must have ornamental lighting fixture above it; min 2ft separation between Garage doors.
Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	24 ft. max in 1 st Layer; regardless if shared or not.
Parking Structure	P if Screen from Frontage by Liner Buildings
Parking Structure Pedestrian Exit Location	Via pedestrian access to Frontage

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*

**only applicable to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS URBAN CENTER CHARACTER DISTRICT

Loading & Access

Off-Street Loading and Storage	P in 3 rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	P in 3 rd Layer only
Off-Street Trash Receptacle Locations	P in 3 rd Layer only
Off-Street Dumpster Locations	P in 3 rd Layer only
Drive- Through Locations	P in 3 rd Layer only

Non-Building Components

	1 st Layer	2 nd Layer	3 rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	P if Screened from Frontage	P
Solar Panels	P if coplanar to and integrated into roof design	P if coplanar to and integrated into roof design	P
Antennas & Satellite Equipment	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception	P
Recreation or Paly Equipment	NP	NP	P
Animals Enclosures, Runs or Shelters	NP	NP	P
Swimming pools, Hot Tubs and Spas	NP	NP	P
Transmitting and/or receiving towers, or antennas and wind-generating machines	NP	NP	P

Signs

See Sign Standards in Article 7 (Sign Standards) and Table 7.12.B-1 (Sign Types - Summary) and Table 7.1.2.B-2 (Sign Types- Specific Standards)

Lighting

See Private Lighting Requirements in Section 4.3.17 and Table 4.3.17.B (Private Lighting Standards)

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS
URBAN CENTER CHARACTER DISTRICT

Private Landscaping and Fencing

Landscaping

NA if paved or $\leq$ 3ft front Setback/ Yard; Otherwise, shrubs continuous around foundation at Façade. Landscaping must comply with Section 4.3.16

Walls & Fencing

Height	3.5 - 4 ft max at Frontage, otherwise 6 ft max; height measured from avg. undisturbed grade of Adjacent property at property line
Construction	Finished side must face Adjacent property, Thoroughfare, Path, Passage or Waterbody
Maintenance	Must be well maintained, in upright condition and free of missing or broken parts and graffiti

Materials

Natural Wood	P at sides and rear only	Chain Link	P at sides and rear only
Brick, Natural Stone, or Stucco over Masonry	P at sides and rear only	Barbed/ Razor/ Concertina Wire	NP
Wrought Iron or Aluminum	P	Exposed or Painted Aggregate Concrete	NP
Vinyl	NP	Smooth or Split-faced Block	NP

Additional Standards

Pedestrian connections through to Adjacent Neighborhoods or Uses	Required
Location of Retaining Walls	P within required Yards, per Sections 4.3.10 If supporting grade 8 ft. or higher that grade at property line, must be set back 10 ft. from property line

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5 **TABLE 4.3.1-F DISTRICT STANDARDS**
URBAN CENTER CHARACTER DISTRICT

Screens, Street-Screens & Buffers

Height

At Frontage or Adjacent to Civic Space
age or Adjacent to Civic Space

Not at Front-

Wall Screen/Street-Screen Height	3 ft. to 5 ft.	5ft. to 6ft; Minimum 6ft. for Dumpsters and Trash Receptacles
Fence Screen/ Street-Screen Height	NP	5ft. to 6ft. for Dumpsters and Trash Receptacles
Hedge Screen/ Street-Screen Height	3 ft. to 5 ft at installation	5ft. to 6ft. at installation

Materials

Wall Screen or Street-Screen	Brick, Natural Stone or Stucco over Masonry
Fence Screen or Street-Screen	Natural Wood, painted or unpainted
Hedge Screen or Street-Screen	Evergreen plants with min. 80% opacity

Additional Standards

Non-Residential & Multi-Family Residential Screen. Street-Screen Adjacent to or across Thoroughfare from Non-Family Residential	NR
Screening of Parking, Loading Areas, Service Areas, Outdoor Storage, Drive-Throughs, Trash Receptacle/Dumpsters, HVAC and other equipment Screened from Frontage, Civic Space and Adjacent Property	Required ; except at Driveways: Parking Lots and Parking Areas must be Screened from Frontage and Civic Space by Building or Street-Screen; otherwise, Screening must be by Building, wall, hedge or fence at Frontage or Building wall, hedge or fence not at Frontage or Adjacent to Civic Space.
Rooftop Antenna Screening and HVAC, Mechanical and other Equipment Screening	Required ; must be Screened from Frontage and Civic Space by Building Parapet or other Building element
Self-Storage Warehouse Screening	N/A (not permitted in District)
Street-Screen Location	2 nd Layer
Parcel Buffer	Section 4.3.11.H
Project Buffer	Section 5.8

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5C **TABLE 4.3.1-G DISTRICT STANDARDS**
URBAN CENTER CORRIDOR CHARACTER DISTRICT



General Description

The CD-5C Urban Center Corridor Character District consists of medium to higher density Mixed Use areas. 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 Drives with Sidewalks, street lights, and regular tree spacing defining medium-sized blocks. Buildings are set close to Sidewalks. CD-5C is limited to parcels identified as Active on the Areas of Change map of the Comprehensive Plan which have access to a Principal Arterial identified in the Transportation Plan located in the City Center Urban Village Character Area described in the Comprehensive Plan.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5C **TABLE 4.3.1-G DISTRICT STANDARDS**
URBAN CENTER CORRIDOR CHARACTER DISTRICT

Density / Floor Area Ratio (FAR) **Applicable only to Development Parcels*

NR

BLOCK SIZE* **Applicable only to Development Parcels*

Block Perimeter 2000 ft. max or 3000 ft max if a parking structure provided within Block

Private Frontage Types

Common Yard	NP	Stepfront	NP
Porch	NP	Shopfront	P
Fence	NP	Gallery	P
Terrace/Lightwell	P	Arcade	P
Forecourt	P	Officefront	P
Stoop	P		

See Table 4.3.7.A (Private Frontage Types)

Civic Space Types* **Applicable only to Development Parcels.*

Natural Area	NP	Playground	P
Green	NP	Sport Field	NP
Square	P	Community Garden	P
Plaza	P	Pocket Park	P

See Table 5.3.3.A (Civic Space Types - Summary) and Table 5.3.3.B (Civic Space - Specific Standards)

Permitted Uses

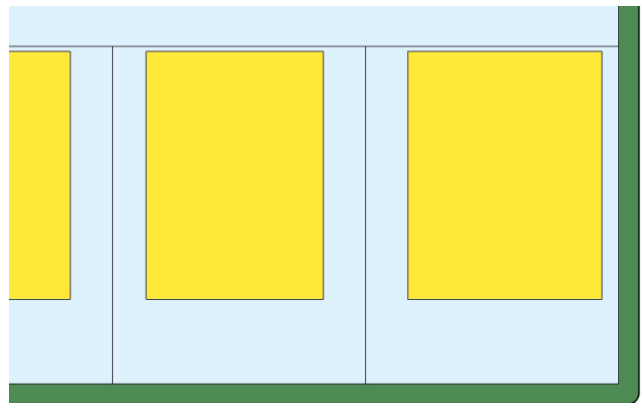
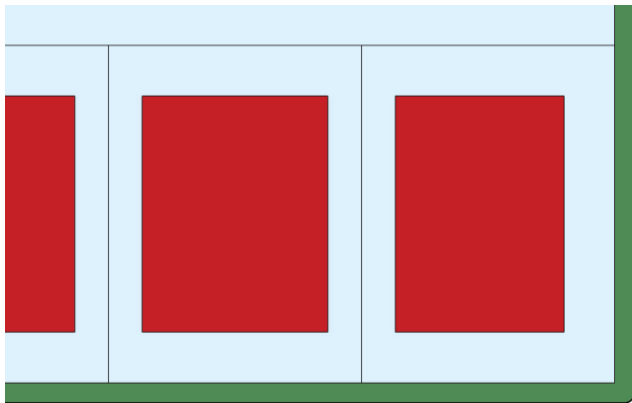
See Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses), and Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses). For Development Parcels, see also Table 5.1.11 (Principal Use Mix).

Number of Buildings

Principal Building	1 max
Accessory Buildings	1 max

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5C **TABLE 4.3.1-G DISTRICT STANDARDS**
URBAN CENTER CORRIDOR CHARACTER DISTRICT



Lot Occupation

Lot/ Building Site Width

Townhouse: For Townhouses with each unit on its own Lot or Building Site: 18- 36 ft. for single Townhouse unit attached to other Townhouse units x8 max. attached Townhouse units. For multiple Townhouses on a single Lot or Building Site 18-20 ft. per Townhouse unit x8 max. attached Townhouse units
All other Building Types: 18 ft. min
All Building Types: 120 ft. max

Frontage Buildout

80% min.

Lot/ Building Site Area

NR

Impervious Surface Coverage

100% max

Lot/ Building Site Enfrontment

Must enfront a vehicular Thoroughfare or Internal Drive, except $\leq 20\%$ of the Lots or Building Sites within each type of Character District of a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lots have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.

Lot/ Building Site Access

All lots must have legal and physical vehicular access to a vehicular Thoroughfare or Internal drive via Driveway or Easement.

Setbacks / Yards

Setbacks / Yards – Principal Building

Front Setback /
Yard, Principal
Frontage

0 ft. at corners; 0
ft. min; 15 ft. max
elsewhere

A

Front Setback /
Yard, Secondary
Frontage

0 ft. at corners; 0
ft. min; 15 ft. max
elsewhere

B

Side Setback /
Yard, each side

0 ft. min; 24 ft.
max. per side

C

Rear Setback

NR

D

Setbacks / Yards – Accessory Building

Front Setback /
Yard, Principal
Frontage

40 ft. max. from
rear property line

E

Side Setback / Yard

3 ft. max.

F

Rear Setback /
Yard

3 ft. min. or 5 ft.
min. if Garage door
faces Rear Alley

G

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5C TABLE 4.3.1-G DISTRICT STANDARDS URBAN CENTER CORRIDOR CHARACTER DISTRICT

Building Standards

Building Height*

Principal Building	2 Story min; 4 Stories max
Accessory Building	2 Stories max

*Stories/ Height do not include Attics and Basements, chimneys, flagpoles, towers, spires, belfries, parapet walls, aerials, or antennas. Any Building exceeding 35 feet in height must obtain approval from stipulations made by the Fire Department in accordance with the above cited codes shall be required. *

*The Fire Department may stipulate special fire measures in accordance with National Fire Protection Association and International Building Code criteria as a condition of approval of such Structure. In such instance stipulations made by the Fire Department in accordance to with the above cited codes shall be required. *

Ceiling Height

May not exceed 14 ft. from finished floor to finished ceiling, except for a first floor Business/ Commercial, Office, Retail/ Personal Service, or Accommodation/ Lodging Use, which must be a minimum of 11ft. with a maximum of 25 ft.

Building Composition

Vertical Composition	Each Principal Building must have an identifiable Base, Middle & Cap
Finished Floor Level	If Residential: 18 in. min., 48 in. max. above average grade at Façade

Façade

Main Entrance	Main Entrance must be in Façade of Principal Frontages. If Shop Frontage at corner Main Entrance may be at Principal Frontage, or at corner.
Façade Position	Parallel to straight Frontage Line or to tangent of curved Frontage Line
Façade & Façade Element Design Proportions	Must be vertically proportioned
Blank Walls	NP at Frontage
Façade Articulation	Except for House Building Types, a Façade greater than 100 ft. in width must be differentiated so that it appears to be comprised of two or more Adjacent Buildings, by dividing such Façade into two segments each of which includes a separate entrance and (1) differs from each of the other segments with respect to all of the following: (a) a change in shape, sill, and header height, detail, size, spacing, rhythm, and muntin pattern of windows; (b) a change of Building or cornice height; (c) a change in cornice details; (d) a change of wall material or wall color; a change in trim courses and other horizontal elements; (e) a change in dormer or balcony design, if any, and (f) providing or changing pilasters, columns, or other Façade elements; and (2) is composed with a defined center and edges. (See Illustration 4.3.5.A-3)
Façade Openings	Windows, and/or doors spaced ≤ 20 ft. apart In Stories above first Façade openings must be $\leq 50\%$ of the total Façade area
Façade Glazing	20% - 60% of total Façade area for non-Shopfront; 70% of total Façade area, min. for Shopfront
Window Shape	Square or vertical in proportion, except transoms
Window Alignment	Upper floor windows and other features must be aligned with those of first floor
Window Types	Except in Shopfront or Gallery Frontage, and except for Transoms and sidelights, Windows in Façade and 1 st & 2 nd Layers must be single-hung, double-hung, casement or awning types. In Stories above first, Façade openings must be $\leq 50\%$ of total Façade area.
Window Glazing Material	Clear glass is Required for all Elevations

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Window Trim in 1 st Layer	Min. 4 in. trim with sill and top plate if siding surrounding window; soldier course above lintel and rollock course below sill if brick or stone surrounds window
Shutters	If any, must be functional and proportioned to cover half of window width from each side or entire window width, with shutter dogs
Façade Window Sill Height	If Residential, 5 ft. min above average grade at Façade
Porch Frontages	Min. 6 ft. clear depth, excluding rails, pillars, columns or other features
Shopfront Frontages	12 in. – 24 in. knee wall required at Frontage
Façade Variety	No Façade may exist more than once in a Block Face or within view of the same Façade

CD-5C

TABLE 4.3.1-G DISTRICT STANDARDS URBAN CENTER CORRIDOR CHARACTER DISTRICT

Building Standards (continued)

Roof Type & Pitch

Flat	P
Shed	P at rear only and if ridge is attached to an exterior Building wall; except for porches, stoops or dormers which may have a shed roof anywhere on the Building.
Hip	P
Gable	P
Pitch	6:12 – 14:12, except for shed roofs which may be 3:12 – 14:12 and except roof pitch may match the primary roof pitch of an existing Building that is less than 6:12

Roof Design

Eaves shall extend no less than nine inches beyond the supporting walls.

Gable end rakes shall overhang at least six inches.

Eaves and rakes on Accessory Buildings and dormers shall overhang at least six inches.

Soffits shall be placed perpendicular to the Building wall, not sloping in plane with the roof (except for gable end rakes).

Building Materials

Primary Building Material on Façades	Brick	P	Authentic stucco over masonry	P
	Natural stone	P	Exposed concrete	NP
	Wood	P	Vinyl or Aluminum siding	NP
	Cementitious siding	P	Corrugated and/or sheet metal	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Changes in Building Materials	Primary materials must continue alongside Elevations through 2 nd layer. Primary materials shall continue for entire length of all Facades facing a frontage. Any material changes must coincide with form, structural, or massing changes and shall not occur at outside corner of any such change.
Building Colors	Up to three (3) colors, including the natural color of any allowed materials, but not excluding trim
Foundation Cladding	Required; brick, stone, or stucco except renovations and minor expansions of existing structures may match current material, or absence of cladding.
Porch Pier Cladding	Required; brick or stone, with any space under Porch concealed by painted or stained latticework between piers, except renovations and minor expansions of existing structures, pier cladding, or absence of cladding, may match current material.
Chimney Cladding	Required; brick, natural stone, with material matching primary material of Façade

Building Types			
House	NP	Commercial	P
Duplex	NP	Mixed Use	P
Townhouse	P	Flex	P
Small Multifamily	P	Mid-Rise	P
Large Multifamily	P	Large Scale Commercial	P
Live/Work	P	Civic	P

See Table 4.3.8.A (Principal Building Types - Summary) and Table 4.3.8.B (Principal Building Types - Specific Standards). For Development Parcels, see also Table 5.1.10 (Building Type Mix).

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5C **TABLE 4.3.1-G DISTRICT STANDARDS**
URBAN CENTER CORRIDOR CHARACTER DISTRICT

Vehicular Parking Requirements

Parking Location

	On-Street Parking	Off-Street Parking
Domestic Vehicles	P	P in 3 rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3 rd layer only, and in Driveway
Heavy Equipment	NP	P in 3 rd layer only, and in Driveway
Tractor trailers (including trailers for storage)	NP on-Street, except for delivery	P in 3 rd layer only, and in Driveway and Temporary Use of trailers
All Other Vehicles	NP	P in 3 rd Layer only, and in Driveway

Additional Parking Requirements

Off-Street Parking Surface	Prepared surface of asphalt, concrete, or another hard surface
Garage Location	P In 3 rd Layer only
Garage Design	Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space If Garage faces Street: max Garage door width 33% of total Garage + Façade width Garage must be detailed, finished, & designed like the rest of the Building with carriage house doors; max. Garage door width 9ft; each Garage door must have ornamental lighting fixture above it; min 2ft separation between Garage doors.
Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	24 ft. max in 1 st Layer; regardless if shared or not.
Parking Structure	P if Screen from Frontage by Liner Buildings
Parking Structure Pedestrian Exit Location	Via pedestrian access to Frontage

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*

**Only applicable to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5C **TABLE 4.3.1-G DISTRICT STANDARDS**
URBAN CENTER CORRIDOR CHARACTER DISTRICT

Loading & Access

Off-Street Loading and Storage	P in 3 rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	P in 3 rd Layer only
Off-Street Trash Receptacle Locations	P in 3 rd Layer only
Off-Street Dumpster Locations	P in 3 rd Layer only
Drive- Through Locations	P in 3 rd Layer only

Non-Building Components

	1 st Layer	2 nd Layer	3 rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	P if Screened from Frontage	P
Solar Panels	P if coplanar to and integrated into roof design		P
Antennas & Satellite Equipment	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Paly Equipment	NP	NP	P
Animals Enclosures, Runs or Shelters	NP	NP	P
Swimming pools, Hot Tubs and Spas	NP	NP	P
Transmitting and/or receiving towers, or antennas and wind-generating machines	NP	NP	P

Signs

See Sign Standards in Article 7 (Sign Standards) and Table 7.12.B-1 (Sign Types - Summary) and Table 7.1.2.B-2 (Sign Types- Specific Standards)

Lighting

See Private Lighting Requirements in Section 4.3.17 and Table 4.3.17.B (Private Lighting Standards)

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5C **TABLE 4.3.1-G DISTRICT STANDARDS**
URBAN CENTER CORRIDOR CHARACTER DISTRICT

Private Landscaping and Fencing

Landscaping

NA if paved or $\leq$ 3ft front Setback/ Yard; Otherwise, shrubs continuous around foundation at Façade. Landscaping must comply with Section 4.3.16

Walls & Fencing

Height	3.5 - 4 ft max at Frontage, otherwise 6 ft max; height measured from avg. undisturbed grade of Adjacent property at property line		
Construction	Finished side must face Adjacent property, Thoroughfare, Path, Passage or Waterbody		
Maintenance	Must be well maintained, in upright condition and free of missing or broken parts and graffiti.		
Materials			
Natural Wood	P at sides and rear only	Chain Link	P at sides and rear only
Brick, Natural Stone, or Stucco over Masonry	P at sides and rear only	Barbed/ Razor/ Concertina Wire	NP
Wrought Iron or Aluminum	P	Exposed or Painted Aggregate Concrete	NP
Vinyl	NP	Smooth or Split-faced Block	NP
Additional Standards			
Pedestrian Connections through to Adjacent Neighborhoods or Uses	Required		
Locations of Retaining Walls	P within required Yards, per Section 4.3.10 If supporting grade 8 ft. or higher than property line, must be set back 10 ft. from property line		

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CD-5C **TABLE 4.3.1-G DISTRICT STANDARDS**
URBAN CENTER CORRIDOR CHARACTER DISTRICT

Screens, Street-Screens & Buffers

Height

	At Frontage or Adjacent to Civic Space age or Adjacent to Civic Space	Not at Front-
Wall Screen/Street-Screen Height	3.5 ft. to 5 ft.	5ft. to 6ft; Minimum 6ft. for Dumpsters and Trash Receptacles
Fence Screen/ Street-Screen Height	NP	5ft. to 6ft. for Dumpsters and Trash Re- ceptacles
Hedge Screen/ Street-Screen Height	3 ft. to 5 ft at installation	5ft. to 6ft. at installation

Materials

Wall Screen or Street-Screen	Brick, Natural Stone or Stucco over Masonry
Fence Screen or Street-Screen	Natural Wood, painted or unpainted
Hedge Screen or Street-Screen	Evergreen plants with min. 80% opacity

Additional Standards

Non-Residential & Multi-Family Residential Screen. Street Screen Adjacent to or across Thoroughfare from Non-Family Residential	NR
Screening of Parking, Loading Areas, Service Areas, Outdoor Storage, Drive-Throughs, Trash Receptacle/Dumpsters, HVAC and other equipment Screened from Frontage, Civic Space and Adjacent Property	Required ; except at Driveways: Parking Lots and Parking Areas must be Screened From Frontage and Civic Space by Building or Street-Screen; otherwise, Screening must be by Building, wall, hedge or fence at Frontage or Building wall, hedge or fence not at Frontage or Adjacent to Civic Space.
Rooftop Antenna Screening and HVAC, Mechanical and other Equipment Screening	Required ; must be Screened from Frontage and Civic Space by Building Parapet or other Building element
Self-Storage Warehouse Screening	N/A (not permitted in District)
Street-Screen Location	2 nd Layer
Parcel Buffer	Section 4.3.11.H
Project Buffer	Section 5.8

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-MHP	TABLE 4.3.1-H DISTRICT STANDARDS MANUFACTURES HOME PARK RESIDENTIAL SPECIAL DISTRICT
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General Description

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.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-MHP

TABLE 4.3.1-H DISTRICT STANDARDS

MANUFACTURES HOME PARK RESIDENTIAL SPECIAL DISTRICT

Density / Floor Area Ratio (FAR)

*Applicable only to Development Parcels

6 Density Units per acre max

BLOCK SIZE*

*Applicable only to Development Parcels

Block Perimeter

2,400 ft. max

Private Frontage Types

Common Yard

NP

Stepfront

P

Porch

NP

Shopfront

P

Fence

NP

Gallery

P

Terrace/Lightwell

P

Arcade

P

Forecourt

P

Officefront

P

Stoop

P

See Table 4.3.7.A (Private Frontage Types)

Civic Space Types*

*Applicable only to Development Parcels.

Natural Area

P

Playground

P

Green

P

Sport Field

P

Square

NP

Community Garden

P

Plaza

NP

Pocket Park

P

See Table 5.3.3.A (Civic Space Types - Summary) and Table 5.3.3.B (Civic Space - Specific Standards)

Permitted Uses

See Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses), and Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses). For Development Parcels, see also Table 5.1.11 (Principal Use Mix).

Number of Buildings Per Lot or Building Site

Principal Building

1 max. per Manufactured Home Site or Building Site

Accessory Buildings

1 max. per Manufactured Home Site or Building Site

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-MHP **TABLE 4.3.1-H DISTRICT STANDARDS**
MANUFACTURES HOME PARK RESIDENTIAL SPECIAL DISTRICT

Manufactured Home Site / Building Site / Manufactured Home Park Occupation	
Manufactured Home / Building Site Width	Residential: ⁽¹⁾ Non-Residential Use: 60 ft. min.
Manufactures Home Park Minimum Street / Highway Frontage	50 ft. min.
Frontage Buildout	if non-mobile: 40% min, otherwise NR
Manufactured Home Site / Building Site Depth	NR
Manufactured Home Site / Building Site Area	Residential Use: 6,000 sf. Min. Non-Residential Use: 10,000 sf. min.
Manufactured Home Stand Impervious Surface Coverage	max. 25% of Manufactured Home Site 35% max
Building Site Enfrontment	Must enfront a vehicular Thoroughfare or Internal Drive, except $\leq 20\%$ of the Manufactured Home Site if a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or waterbody if such Manufactured Home Sites have legal and Physical vehicular access to a vehicular Thoroughfare via Driveway or Easement. All Manufactured Home Sites must have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.

Setbacks / Yards					
Setbacks / Yards – Principal Building			Setbacks / Yards – Accessory Building		
Street Yard-Arterial	Residential: ⁽¹⁾	A	Side Yard-Per side	Residential: ⁽¹⁾	B
	Non-Residential: 50 ft. min.			Non-Residential: 2 Stories or less 15 ft. min 3 or more Stories 25 ft. min	
Street Yard-Collector	Residential: ⁽¹⁾	A	Side Yard-Total	Residential: ⁽¹⁾	B
	Non-Residential: 50 ft. min.			Non-Residential: NR	
Street Yard-Minor	Residential: ⁽¹⁾	A	Rear Yard	Residential: ⁽¹⁾	?
	Non-Residential: 50 ft. min.			Non-Residential: 20 ft. min	

⁽¹⁾ Within a manufactured Home Park, dimensional standards shall be required for the park. All other Residential uses of a Manufactured Home (including a Manufactured Home not in a park) shall conform to the standards of the CD-3 Character District.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-MHP **TABLE 4.3.1-H DISTRICT STANDARDS**
MANUFACTURES HOME PARK RESIDENTIAL SPECIAL DISTRICT

Building Standards

Building Height*

Principal Building	2 Stories max
Accessory Building	2 Stories max

*Stories/ Height do not include Attics and Basements, chimneys, flagpoles, towers, spires, belfries, parapet walls, aerials, or antennas. Any Building exceeding 35 feet in height must obtain approval from stipulations made by the Fire Department in accordance with the above cited codes shall be required. *

*The Fire Department may stipulate special fire measures in accordance with National Fire Protection Association and International Building Code criteria as a condition of approval of such Structure. In such instance stipulations made by the Fire Department in accordance to with the above cited codes shall be required. *

Ceiling Height

NR

Building Composition

Vertical Composition **NR**

Finished Floor Level **NR**

Support piers, plumbing, HVAC, hitch and Wheels **Required** to be concealed by apron between floor level and ground on all sides, including beneath Porch or Stoop

Façade

Main Entrance If non-mobile: **Required** prominently located on Façade at Principal Frontage; otherwise, **NR**

Façade Position If non-mobile: Parallel to straight Frontage Line or tangent of curved Frontage Line; otherwise, **NR**

Blank Walls **NP** at Frontage

Façade Glazing 20% - 60% of total Façade area

Roof Type & Pitch

NR

Building Materials

NR except **Required** clear glass for windows at Frontage

Building Types

Manufactured Homes & Associated Buildings **P**

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-MHP **TABLE 4.3.1-H DISTRICT STANDARDS**
MANUFACTURES HOME PARK RESIDENTIAL SPECIAL DISTRICT

Vehicular Parking Requirements

Parking Location	On-Street Parking	Off-Street Parking
Domestic Vehicles	P	P in 3 rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3 rd layer only, and in Driveway
Heavy Equipment	NP	P in 3 rd layer only, and in Driveway
Tractor trailers (including trailers for storage)	NP on-Street, except for delivery	P in 3 rd layer only, and in Driveway
All Other Vehicles	NP	P in 3 rd Layer only, and in Driveway

Additional Parking Requirements

Off-Street Parking Surface	Prepared surface of asphalt, concrete, or another hard surface
Garage Location	P In Rear Yard only
Garage Design	NR
Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	10 ft. max. single lane; 20 ft. max. width double lane
Parking Structure	N/A
Parking Structure Pedestrian Exit Location	N/A

Bicycle Parking

NR

Thoroughfare & Internal Drive Types*

**Only applicable to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-MHP **TABLE 4.3.1-H DISTRICT STANDARDS**
MANUFACTURES HOME PARK RESIDENTIAL SPECIAL DISTRICT

Loading & Access

Off-Street Loading and Storage	P in 3 rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	P in 3 rd Layer only
Trash Receptacle Locations – Manufactured Home Sites	P in 3 rd Layer only, except when moved to 1 st or 2 nd Layer for pickup
Community Trash Receptacle or Dumpster Locations	P in 3 rd Layer only, must be screened from Frontage and fully enclosed on 3 sides and enclosed on the 4 th side with self-closing gate
Drive- Through Locations	N/A

Non-Building Components

	1 st Layer	2 nd Layer	3 rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	NP	P
Solar Panels	P if coplanar to and integrated into roof design		P
Antennas & Satellite Equipment	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Paly Equipment	NP	NP	P
Animals Enclosures, Runs or Shelters	NP	NP	P
Swimming pools, Hot Tubs and Spas	NP	NP	P
Transmitting and/or receiving towers, or antennas and wind-generating machines	NR		

Signs

See Sign Standards in Article 7 (Sign Standards) and Table 7.12.B-1 (Sign Types - Summary) and Table 7.1.2.B-2 (Sign Types- Specific Standards)

Lighting

See Private Lighting Requirements in Section 4.3.17 and Table 4.3.17.B (Private Lighting Standards)

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-MHP **TABLE 4.3.1-H DISTRICT STANDARDS**
MANUFACTURES HOME PARK RESIDENTIAL SPECIAL DISTRICT

Private Landscaping and Fencing

Landscaping

Required Street Yard and any required Side Yard of a corner Manufactured Home Site must be landscaped in compliance with Section 4.3.16., including 1 tree per Manufactured Home Site and continuous shrub plantings around foundation facing Frontage.

Walls & Fencing

Height	4 ft max at Frontage, otherwise 6 ft max; height measured from avg. undisturbed grade of Adjacent property at property line
Construction	Finished side must face Adjacent property, Thoroughfare, Path, Passage or Waterbody
Maintenance	Must be well maintained, in upright condition and free of missing or broken parts and graffiti.

Materials

Natural Wood	P	Chain Link	NP
Brick, Natural Stone, or Stucco over Masonry	P	Barbed/ Razor/ Concertina Wire	NP
Wrought Iron or Aluminum	NP	Exposed or Painted Aggregate Concrete	NP
Vinyl	NP	Smooth or Split-faced Block	NP

Additional Standards

Pedestrian Connections
through to Adjacent Neighbor-
hoods or Uses

Required

Locations of Retaining Walls	P within required Yards, per Section 4.3.10 If supporting grade 8 ft. or higher than property line, must be set back 10 ft. from property line
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ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-MHP **TABLE 4.3.1-H DISTRICT STANDARDS**
MANUFACTURES HOME PARK RESIDENTIAL SPECIAL DISTRICT

Screens, Street-Screens & Buffers

Height

	At Frontage or Adjacent to Civic Space age or Adjacent to Civic Space	Not at Front-
Wall Screen/Street-Screen Height	3.5 ft. to 5 ft.	5ft. to 6ft; Minimum 6ft. for Dumpsters and Trash Receptacles
Fence Screen/ Street-Screen Height	NP	5ft. to 6ft. for Dumpsters and Trash Re- ceptacles
Hedge Screen/ Street-Screen Height	3 ft. to 5 ft at installation	5ft. to 6ft. at installation

Materials

Wall Screen or Street-Screen	Brick, Natural Stone or Stucco over Masonry
Fence Screen or Street-Screen	Natural Wood, painted or unpainted
Hedge Screen or Street-Screen	Evergreen plants with min. 80% opacity

Additional Standards

Non-Residential & Multi-Family Residential Screen. Street Screen Adjacent to or across Thoroughfare from Non-Family Residential	N/A (Uses not permitted in District)
Screening of Parking, Loading Areas, Service Areas, Outdoor Storage, Drive-Throughs, Trash Receptacle/Dumpsters, HVAC and other equipment Screened from Frontage, Civic Space and Adjacent Property	Required ; except at Driveways: Parking Lots and Parking Areas must be Screened From Frontage and Civic Space by Building or Street-Screen; Parking Structures must be Screened from Frontages and Civic Space by Liner Buildings otherwise, Screening must be by Building, wall, hedge or fence at Frontage or Building wall, hedge or fence not at Frontage or Adjacent to Civic Space.
Rooftop Antenna Screening and HVAC, Mechanical and other Equipment Screening	Required ; must be Screened from Frontage and Civic Space by Building Parapet or other Building element
Self-Storage Warehouse Screening	N/A (Uses not permitted in District)
Parcel Buffer	Section 4.3.11.H
Project Buffer	Section 5.8

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-INT	TABLE 4.3.1-I DISTRICT STANDARDS INTERSTATE SERVICE SPECIAL DISTRICT
General Description	
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 to 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 District is an appropriate District for the Technology Employment Center Future Land Use Character Area described in the Comprehensive Plan. SD-INT is limited to Parcels within 3,690 feet of an Interstate, Freeway, or other limited access highway identified in the Transportation element of the Plan,	

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-INT **TABLE 4.3.1-I DISTRICT STANDARDS**
INTERSTATE SERVICE SPECIAL DISTRICT

Density / Floor Area Ratio (FAR)	*Applicable only to Development Parcels
24 Density Unites per acre max	

Parcel Size	
Parcel Size	Min. 1 gross acre

Block Size*	<i>*Applicable only to Development Parcels</i>
Block Perimeter	NR

Private Frontage Types	
NR	

Civic Space Types*	<i>*Applicable only to Development Parcels.</i>
NR	

Permitted Uses	
See Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses), and Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses). For Development Parcels, see also Table 5.1.11 (Principal Use Mix).	

Number of Buildings Per Lot or Building Site	
Principal Building	1 max. per Lot or Building Site
Accessory Buildings	1 max.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-INT **TABLE 4.3.1-I DISTRICT STANDARDS**
INTERSTATE SERVICE SPECIAL DISTRICT

Lot Occupation		
Lot/ Building Width	100 ft. min	
Lot Frontage on Street / Highway	100 ft. min	
Lot Depth	NR	
Frontage Buildout	NR	
Lot/ Building Site Area	20,000 SF min.	
Impervious Surface Coverage	NR	
Usable Open Space	Min. 7% of gross site area	
Lot/ Building Site Enfrontment	Must enfront a vehicular Thoroughfare, Internal Drive, or Driveway. Lots or Building Sites within a Development Parcel may enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lots have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.	
Lot/ Building Site Access	All Lots and Building Sites must have legal and physical vehicular access to a vehicular Thoroughfare vis Driveway or Easement	
Setback / Yards		
Setback / Yards – Principal Building		
	As applicable:	
	1. For sites Adjacent to a District which a Residential use is allowed:	
	a) An Addition to an existing Building with a Façade of variable distance from the Street may be extended to the plane of the existing Façade closest to the Street.	
Street Yard – Min	b) Except for an addition to an existing Building described in 1.a above, the lesser of	A
	i) The Average depth of Street Yards of existing Buildings within 100 ft. on each side of a Lot or Building Site or	
	ii) 60 ft.	
	2. Otherwise, 30 ft.	
Side Yard – Per side	0 ft. min along Lot Lines or Building Site Lines Adjacent to a Lot or Building Site on which no Mixed Use or Residential Use is located, or is being constructed;	B
	Otherwise, 10 ft. min ⁽¹⁾⁽²⁾⁽³⁾	
Rear Yard	0 ft. min along Lot Lines or Building Site Lines Adjacent to a Lot or Building Site on which no Mixed Use or Residential Use is located, or is being constructed;	C
	Otherwise, 10 ft. min ⁽¹⁾⁽²⁾⁽³⁾	

Notes: *See Article 9 (definitions) for FAR measurement information

- (1) Additional Side Yard or Rear Yard depth may be necessary to accommodate Buffers and landscaping required in Sections 4.3.11, 4.3.16, and 5.8
- (2) The Required Rear Yard Depth shall be reduced as provided below if the Lot does not abut a different District and is owned separately and individually from all other tracts of land, both on the Effective date of this Ordinance and on the date of application for a Zoning Permit. Such reduction shall be as follows:
 - a. For all interior Lots between 80 ft. and 100 ft. deep, the required Rear Yard shall be reduced by an amount equal to the lesser of (1) 100 ft. minus the depth of the Lot or (2) 10ft.
 - b. For Interior Lots < 80 ft. deep within Non-Residential Districts, the required Rear Yard depth shall be 0 ft., but if any Rear Yard is provided, it must be at least 10 ft. deep.
- (3) Buffering requirements are not applicable to Side Yards or Rear Yards with zero depth.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-INT **TABLE 4.3.1-I DISTRICT STANDARDS**
INTERSTATE SERVICE SPECIAL DISTRICT

Building Standards	
Building Height*	
	Initial Stepback = depth of required Front Setback / Street Yard, within which no Structure is allowed
Principal Building	Max, height within 1 st 30 ft. beyond initial Stepback ("Secondary Stepback"): 45 ft. + 1.5 ft. (Y) for every additional 1 ft. (X) Building is Stepped back from Initial Stepback (slope of Sky Exposure Plane (x:y) = 1:1.5). From and beyond 40 ft. from back of sidewalk ("Total Stepback"), greater of 75 ft. max or height permitted by Conditional Use Permit, if total Impervious Surface Coverage is 40% or less.
Accessory Building	45 ft. max
*Stories/ Height do not include Attics and Basements, chimneys, flagpoles, towers, spires, belfries, parapet walls, aerials, or antennas. Any Building exceeding 35 feet in height must obtain approval from stipulations made by the Fire Department in accordance with the above cited codes shall be required. * *The Fire Department may stipulate special fire measures in accordance with National Fire Protection Association and International Building Code criteria as a condition of approval of such Structure. In such instance stipulations made by the Fire Department in accordance to with the above cited codes shall be required. *	
Ceiling Height	
May not exceed 14 ft. from finished floor to finished ceiling, except for a first floor Business/Commercial, Office, Retail/ Personal Service, or Accommodation/ Lodging Use, which must be a minimum of 11 ft. with a maximum if 25 ft.	
Building Composition	
Vertical Composition	Each Principal Building must have an identifiable Base, Middle & Cap
Finished Floor Level	NR
Façade	
Main Entrance	Main Entrance must be in Façade of Principal Frontages.
Façade Position	Parallel to straight Frontage Line or to tangent of curved Frontage Line.
Façade & Façade Element Design Proportions	Must be vertically proportioned.
Blank Walls	NP at Frontage
Façade Articulation	A façade greater than 100 ft. in width must be differentiated so that it appears to be compromised of two or more Adjacent Buildings, by dividing such Façade into two segments each of which includes a separate entrance and (1) differs from each of the other segments with respect to all of the following: (a) a change in shape, sill, and header height, detail, size, spacing, rhythm, and muntin pattern of windows; (b) a change of Building or cornice height; (c) a change in cornice detail; (d) a change of wall material or wall color; a change in trim courses and other horizontal element (e) a change in dormer or balcony design, if any; and (f) providing or changing pilasters, columns, or other Façade elements; and (2) is composed of a defined center and edges. (See Illustration 4.3.5.A-3)
Façade Openings	Windows and/or doors spaced $\leq$ 20 ft. apart. In Stories above first, Façade openings must be $\leq$ 50% of total Façade area.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-INT **TABLE 4.3.1-I DISTRICT STANDARDS**
INTERSTATE SERVICE SPECIAL DISTRICT

Façade Glazing	20% - 60% of total Façade Area for non-Shopfront; 70% of total Façade Area, min. for Shopfront.
Window Shape	Square or vertical in proportion, except transoms.
Window Alignment	Upper floor windows and other features must be aligned with those of first floor.
Window Types	Except in Shopfront or Gallery Frontage, and except for transoms and sidelights, Windows in Façade and 1 st & 2 nd Layers must be single-hung, double-hung, casement or awning types. In Stories above first, Façade openings must be ≤ 50% of total Façade area.
Window Glazing Material	Clear glass Required for windows at Frontage.
Window Trim in 1 st Layer	Min. 4 in. trim with sill and top plate if siding surrounding window, solider course above lintel and rollock course below sill if brick or stone surrounds window.
Shutters	If any, must be functional and proportioned to cover half of window width from each side or entire window width, with shutter dogs.
Façade Window Sill Height	If Residential: 5 ft. min. above average grade at Frontage.
Porch Frontages	Min. 6 ft. clear depth, excluding rails, pillars, columns or other features.
Shopfront Frontages	12 in. – 24 in. knee wall required at Frontage.
Façade Variety	No Façade may exist more than once on a Block Face or within view of the same Façade.

Roof Type & Pitch

NR

Roof Design

NR

Building Materials

Primary Building Material on Facades	Brick	P	Authentic stucco over masonry	P
	Natural stone	P	Exposed concrete	NP
	Wood	P	Vinyl or Aluminum siding	NP
	Cementitious siding	P	Corrugated and/or sheet metal	NP

Changes in Building Materials	NR
Building Colors	NR
Foundation Cladding	NR
Porch Pier Cladding	NR
Chimney Cladding	NR

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-INT **TABLE 4.3.1-I DISTRICT STANDARDS**
INTERSTATE SERVICE SPECIAL DISTRICT

Building Types			
House	NP	Commercial	P
Duplex	NP	Mixed Use	P
Townhouse	NP	Flex	P
Small Multifamily	NP	Mid-Rise	P
Large Multifamily	P	Large Scale Commercial	P
Live/Work	NP	Civic	P

See Table 4.3.8.A (Principal Building Types - Summary) and Table 4.3.8.B (Principal Building Types - Specific Standards). For Development Parcels, see also Table 5.1.10 (Building Type Mix).

Vehicular Parking Requirements

Parking Location		
	On-Street Parking	Off-Street Parking
All Vehicles	NR	P behind first 10 ft. from Frontage Lot Line if site not abutting Residential District; Otherwise, P only in Side Yard or Rear Yard

Additional Parking Requirements

Off-Street Parking Surface	Asphalt, concrete, or other hard surface
Garage Location	P In Rear Yard only
Garage Design	NR
Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	10 ft. max. in 1 st Layer if Residential; 36 ft. max. in 1 st Layer if non-Residential, regardless if shared or not
Parking Structure	P , if screened from Frontage by Liner Buildings
Parking Structure Pedestrian Exit Location	Via pedestrian access to Frontage

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*

**Only applicable to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-INT **TABLE 4.3.1-I DISTRICT STANDARDS**
INTERSTATE SERVICE SPECIAL DISTRICT

Loading & Access

Off-Street Loading and Storage	P in 3 rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	P in 3 rd Layer only
Trash Receptacle Locations – Manufactured Home Sites	P in 3 rd Layer only, except when moved to 1 st or 2 nd Layer for pickup
Community Trash Receptacle or Dumpster Locations	P in 3 rd Layer only, must be screened from Frontage and fully enclosed on 3 sides and enclosed on the 4 th side with self-closing gate
Drive- Through Locations	N/A

Non-Building Components

	1 st Layer	2 nd Layer	3 rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	P if Screened from Frontage	P
Solar Panels	P if coplanar to and integrated into roof design		P
Antennas & Satellite Equipment	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Paly Equipment	NP	NP	P
Animals Enclosures, Runs or Shelters	NP	NP	P
Swimming pools, Hot Tubs and Spas	NP	NP	P
Transmitting and/or receiving towers, or antennas and wind-generating machines	NP	NP	P

Signs

See Sign Standards in Article 7 (Sign Standards) and Table 7.12.B-1 (Sign Types - Summary) and Table 7.1.2.B-2 (Sign Types- Specific Standards)

Lighting

See Private Lighting Requirements in Section 4.3.17 and Table 4.3.17.B (Private Lighting Standards)

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-INT **TABLE 4.3.1-I DISTRICT STANDARDS**
INTERSTATE SERVICE SPECIAL DISTRICT

Private Landscaping and Fencing

Landscaping

Required continuous shrubs around foundation facing Frontage if 1st Layer is ≥ 3 ft. deep, plus if 1st Layer is ≥ 15 ft. deep, 1 tree planted in 1st Layer. Landscaping must comply with Section 4.3.16.

Walls & Fencing

Height	3.5- 4 ft max at Frontage, otherwise 6 ft max; height measured from avg. undisturbed grade of Adjacent property at property line
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Construction	Finished side must face Adjacent property, Thoroughfare, Path, Passage or Waterbody
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Maintenance	Must be well maintained, in upright condition and free of missing or broken parts and graffiti.
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Materials

Natural Wood	P at sides and rear only	Chain Link	P at sides and rear only
Brick, Natural Stone, or Stucco over Masonry	P at sides and rear only	Barbed/ Razor/ Concertina Wire	NP
Wrought Iron or Aluminum	P	Exposed or Painted Aggregate Concrete	NP
Vinyl	NP	Smooth or Split-faced Block	NP

Additional Standards

Pedestrian Connections through to Adjacent Neighborhoods or Uses	NR
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Locations of Retaining Walls	P within required Yards, per Section 4.3.10 If supporting grade 8 ft. or higher than property line, must be set back 10 ft. from property line
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ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-INT **TABLE 4.3.1-I DISTRICT STANDARDS**
INTERSTATE SERVICE SPECIAL DISTRICT

Screens, Street-Screens & Buffers

Height

	At Frontage or Adjacent to Civic Space age or Adjacent to Civic Space	Not at Front-
Wall Screen/Street-Screen Height	3.5 ft. to 5 ft.	5ft. to 6ft; Min. 6ft. for Dumpsters and Trash Receptacles
Fence Screen/ Street-Screen Height	NP	5ft. to 6ft; Min. 6ft. for Dumpsters and Trash Receptacles
Hedge Screen/ Street-Screen Height	3 ft. to 5 ft at installation	5ft. to 6ft. at installation

Materials

Wall Screen or Street-Screen	Brick, Natural Stone or Stucco over Masonry
Fence Screen or Street-Screen	Natural Wood, painted or unpainted
Hedge Screen or Street-Screen	Evergreen plants with min. 80% opacity

Additional Standards

Non-Residential & Multi-Family Residential Screen. Street Screen Adjacent to or across Thoroughfare from Non-Family Residential	NR
Screening of Parking, Loading Areas, Service Areas, Outdoor Storage, Drive-Throughs, Trash Receptacle/Dumpsters, HVAC and other equipment Screened from Frontage, Civic Space and Adjacent Property	Required ; except at Driveways: Parking Lots and Parking Areas must be Screened From Frontage and Civic Space by Building or Street-Screen; Parking Structures must be Screened from Frontages and Civic Space by Liner Buildings otherwise, Screening must be by Building, wall, hedge or fence at Frontage or Building wall, hedge or fence not at Frontage or Adjacent to Civic Space.
Rooftop Antenna Screening and HVAC, Mechanical and other Equipment Screening	Required ; must be Screened from Frontage and Civic Space by Building Parapet or other Building element

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-LI	TABLE 4.3.1-J DISTRICT STANDARDS LIGHT INDUSTRIAL SPECIAL DISTRICT
General Description 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 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 described in the Comprehensive Plan.	

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-LI		TABLE 4.3.1-J DISTRICT STANDARDS	
		LIGHT INDUSTRIAL SPECIAL DISTRICT	
Density / Floor Area Ratio (FAR)		*Applicable only to Development Parcels	
NR			
Parcel Size			
Parcel Size	Min. 1 acre		
Block Size*	*Applicable only to Development Parcels		
Block Perimeter	2,000 ft. max. or 3,000 ft. max. if a Parking Structure provided within Block		
Private Frontage Types			
NR			
Civic Space Types*		*Applicable only to Development Parcels.	
NR			
Permitted Uses			
See Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses), and Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses). For Development Parcels, see also Table 5.1.11 (Principal Use Mix).			
Number of Buildings Per Lot or Building Site			
Principal Building			
Accessory Buildings			

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-LI **TABLE 4.3.1-J DISTRICT STANDARDS**
LIGHT INDUSTRIAL SPECIAL DISTRICT

Lot Occupation	
Lot/ Building Width	100 ft. min
Lot Depth	NR
Frontage Buildout	NR
Lot/ Building Site Area	40,000 SF min.
Impervious Surface Coverage	70% max
Usable Open Space	Min. 7% of gross site area
Lot/ Building Site Enfrontment	Must enfront a vehicular Thoroughfare, Internal Drive, or Driveway. Lots or Building Sites within a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lots have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.
Lot/ Building Site Access	All Lots and Building Sites must have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement

Setback / Yards	
Setback / Yards – Principal Building	
Street Yard – Min	As applicable:
	1. For sites Adjacent to a District which a Residential use is allowed:
	a. An Addition to an existing Building with a Façade of variable distance from the Street may be extended to the plane of the existing Façade closest to the Street.
	b. Except for an addition to an existing Building described in 1.a above, the lesser of
	I. The Average depth of Street Yards of existing Buildings within 100 ft. on each side of a Lot or Building Site or
	II. 40 ft. ⁽¹⁾
	2. Otherwise, 20 ft.
A	
Side Yard – Per side	As applicable:
	1. For sites abutting a Residential District, 50 ft. along the common boundary;
	2. Otherwise, 10 ft. min ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾
B	
Rear Yard	As applicable:
	1. For sites abutting a Residential District, 50 ft. along the common boundary;
C	

- Notes:
- (1) Additional Side Yard or Rear Yard depth may be necessary to accommodate Buffers and landscaping required in Sections 4.3.11, 4.3.16, and 5.8
 - (2) The Required Rear Yard Depth shall be reduced as provided below if the Lot does not abut a different District and is owned separately and individually from all other tracts of land, both on the Effective date of this Ordinance and on the date of application for a Zoning Permit. Such reduction shall be as follows:
 - a. For all interior Lots between 80 ft. and 100 ft. deep, the required Rear Yard shall be reduced by an amount equal to the lesser of (1) 100 ft. minus the depth of the Lot or (2) 10ft.
 - b. For Interior Lots < 80 ft. deep within Non-Residential Districts, the required Rear Yard depth shall be 0 ft., but if any Rear Yard is provided, it must be at least 10 ft. deep.
 - (3) In Industrial Districts, the required Side Yard and Rear Yard depth for Lots along Lot Lines abutting other Industrial Districts or along a railroad Right-Of-Way is 0 ft.
 - (4) In Industrial Districts, Buffering requirements are not applicable to Side Yards with zero depth.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

2. Otherwise, 20 ft. min ^{(1)(2)(3) (4)}

SD-LI TABLE 4.3.1-J DISTRICT STANDARDS LIGHT INDUSTRIAL SPECIAL DISTRICT

Building Standards

Building Height*

Principal Building 45 ft. max

Accessory Building 45 ft. max

Any Building exceeding 35 feet in height must obtain approval from the Fire Department prior to the issuance of a Building Permit.

*The Fire Department may stipulate special fire measures in accordance with National Fire Protection Association and International Building Code criteria as a condition of approval of such Structure. In such instance stipulations made by the Fire Department in accordance to with the above cited codes shall be required. *

Ceiling Height

NR

Building Composition

Vertical Composition Each Principal Building must have an identifiable Base, Middle, & Cap

Finished Floor Level NR

Façade

Main Entrance Main Entrance must be in Façade of Principal Frontages.

Façade Position Parallel to straight Frontage Line or to tangent of curved Frontage Line

Façade & Façade NR Flex Building with Industrial Category Use

Element Design Other – Must be vertically proportioned

Proportions

Blank Walls NP at Frontage

NR Flex Building with Industrial Category Use

Façade Articulation Others- Façade greater than 100 ft. in width must be differentiated so that it appears to be comprised of two or more Adjacent Buildings, by dividing such Façade into two segments each of which includes a separate entrance and (1) differs from each other segments with respect to all of the following: (a) a change in shape, sill, and header height, detail, size, spacing, rhythm, and muntin pattern of windows; (b) a change of Building or cornice height; (c) a change in cornice details; (d) a change of wall material, or wall color; a change in trim courses and other horizontal elements; (e) a change in dormer or balcony design, if any; and (f) providing or changing pilasters, columns, or other Façade elements; and (2) is composed with a defined center and edges. (see Illustration 4.3.5.A-3)

Façade Openings NR Flex Building with Industrial Category Use

Others – Windows and/or doors spaced < 20 ft. apart; in Stories above first, Façade openings must be < 50% of total Façade area.

Façade Glazing NR Flex Building with Industrial Category Use

Others – 20% - 60% of total Façade area.

Window Shape NR Flex Building with Industrial Category Use

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

	Others - Square or vertical in proportion, except transoms
Window Align- ment	NR Flex Building with Industrial Category Use Others - Upper floor windows and other features must be aligned with those of first floor
Window Types	NR Flex Building with Industrial Category Use Others - Except in Shopfront or Gallery Frontage, and except for Transoms and sidelights, Windows in Façade and 1 st & 2 nd Layers must be single-hung, double-hung, casement or awning types.
Window Glazing Material	Flex Building with Industrial Category Use - Clear glass is Required for windows at Frontage Others - Clear glass is Required for all Elevations
Window Trim in 1 st Layer	NR Flex Building with Industrial Category Use Others - Min. 4 in. trim with sill and top plate if siding surrounding window; soldier course above lintel and rollock course below sill if brick or stone surrounds window
Shutters	NR Flex Building with Industrial Category Use Others - If provided must be functional and proportioned to cover half of window width from each side or entire window width, with shutter dogs
Façade Window Sill Height	If Residential, 5 ft. min above average grade at Façade Others – NR

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-LI **TABLE 4.3.1-J DISTRICT STANDARDS**
LIGHT INDUSTRIAL SPECIAL DISTRICT

Porch Frontages	NR Flex Building with Industrial Category Use Others – If provided, min. 6 ft. clear depth, excluding rails, pillars, columns or other features
Shop Frontages	NR Flex Building with Industrial Category Use For Shopfront Private Frontage – 12 in. – 24 in. knee wall required at Frontage
Façade Variety	NR Flex Building with Industrial Category Use Others – No façade may exist more than once on a Block Face or within view of the same Façade.
Roof Type & Pitch	
Flat	NR Flex Building with Industrial Category Use Others P
Shed	NR Flex Building with Industrial Category Use P at rear only and if ridge is attached to an exterior Building wall; except for porches, stoops or dormers which may have shed roof anywhere on the Building
Hip	NR Flex Building with Industrial Category Use Others P
Gable	NR Flex Building with Industrial Category Use Others P
Pitch	If pitched, 6:12 – 14:12, except for shed roofs which may be 3:12 – 14:12 and except roof pitch may match the primary roof pitch of an existing Building that is less than 6:12
Roof Design	
Eaves shall extend no less than nine inches beyond the supporting walls.	
Gable end rakes shall overhang at least six inches.	
Eaves and rakes on Accessory Buildings and dormers shall overhang at least six inches.	
Soffits shall be placed perpendicular to the Building wall, not sloping in plane with the roof (except for gable end rakes).	
Building Materials	

Primary Building Material on Facades	Brick	P	Authentic stucco over masonry	P
	Natural stone	P	Exposed concrete	P Flex Buildings with Industrial Category Use NP Others
	Wood	P	Vinyl or Aluminum siding	NP
	Cementitious siding	P	Corrugated and/or sheet metal	P Flex Buildings with Industrial Category Use NP Others
Changes in Building Materials		NR		
Building Colors		NR		
Foundation Cladding		NR		
Porch Pier Cladding		NR		
Chimney Cladding		NR		

SD-LI **TABLE 4.3.1-J DISTRICT STANDARDS**
LIGHT INDUSTRIAL SPECIAL DISTRICT

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Building Types			
House	NP	Commercial	P
Duplex	NP	Mixed Use	P
Townhouse	NP	Flex	P
Small Multifamily	P	Mid-Rise	P
Large Multifamily	P	Large Scale Commercial	P
Live/Work	P	Civic	P

See Table 4.3.8.A (Principal Building Types - Summary) and Table 4.3.8.B (Principal Building Types - Specific Standards). For Development Parcels, see also Table 5.1.10 (Building Type Mix).

Vehicular Parking Requirements			
Parking Location			
	On-Street Parking	Off-Street Parking	
Domestic Vehicles	NP	P in any Required Yard, unless specifically prohibited* Except Residential and Commercial in 3 rd Layer only.	
Recreational Vehicles	NP	P in any Required Yard, unless specifically prohibited* Except Residential and Commercial in 3 rd Layer only.	
Heavy Equipment	NP	P in any Required Yard, unless specifically prohibited* Except Residential and Commercial in 3 rd Layer only.	
Tractor Trailers (including trailers for storage)	NP	P in any Required Yard, unless specifically prohibited* Except Residential and Commercial in 3 rd Layer only.	
All other Vehicles	NP	P in any Required Yard, unless specifically prohibited* Except Residential and Commercial in 3 rd Layer only.	

*Driveways are not permitted within required Project Buffers & may penetrate required Lot/Building Site/ Parcel Buffers to minimum amount necessary to comply with this Ordinance.

Additional Parking Requirements	
Off-Street Parking Surface	Asphalt or concrete
Garage Location	P In 3 rd Layer only Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space
Garage Design	If Garage faces Street: max Garage door width 33% of total Garage + Façade width Garage must be detailed, finished, & designed like the rest of the Building with carriage house doors; max. Garage door width 9ft; each Garage door must have ornamental lighting fixture above it; min 2ft separation between Garage doors.
Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	10 ft max. in 1 st Layer and 2 nd Layer if Residential; 24 ft. max in 1 st Layer if non-Residential, regardless if shared or not.
Parking Structure	P if Screen from Frontage by Liner Buildings
Parking Structure Pedestrian Exit Location	Via pedestrian access to Frontage

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

LIGHT INDUSTRIAL SPECIAL DISTRICT

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*

**Only applicable to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access

Off-Street Loading and Storage	P only in any Required Side Yard or Rear Yard, unless specifically prohibited
Utility Box & Service Meter* Locations (*Not including water meters)	P only in any Required Side Yard or Rear Yard, unless specifically prohibited
Off-Street Trash Receptacle Locations	P in 3 rd Layer only
Off-Street Dumpster Locations	P in 3 rd Layer only, must be Screened from Frontage and fully enclosed on 3 sides and enclosed on the 4 th side with self-closing gate
Drive- Through Locations	P in 3 rd Layer only

Non-Building Components

	1 st Layer	2 nd Layer	3 rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	P if Screened from Frontage	P
Solar Panels	P if coplanar to and integrated into roof design		P
Antennas & Satellite Equipment	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Paly Equipment	NP	NP	P
Animals Enclosures, Runs or Shelters	NP	NP	P
Swimming pools, Hot Tubs and Spas	NP	NP	P
Transmitting and/or receiving towers, or antennas and wind-generating machines	NP	NP	P

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Signs

See Sign Standards in Article 7 (Sign Standards) and Table 7.12.B-1 (Sign Types - Summary) and Table 7.1.2.B-2 (Sign Types- Specific Standards)

Lighting

See Private Lighting Requirements in Section 4.3.17 and Table 4.3.17.B (Private Lighting Standards)

SD-LI TABLE 4.3.1-J DISTRICT STANDARDS LIGHT INDUSTRIAL SPECIAL DISTRICT

Private Landscaping and Fencing Landscaping

Required continuous shrubs around foundation at Façade if 1st Layer id > 3 ft. deep, plus if 1st Layer is > 15 ft. deep, 1 tree per 50 ft. of Frontage width, planted in 1st Layer. Landscaping must comply with Section 4.3.16

Walls & Fencing (not including Screens)

Height	3.5 - 4 ft max at Frontage, otherwise 6 ft max; height measured from avg. undisturbed grade of Adjacent property at property line		
Construction	Finished side must face Adjacent property, Thoroughfare, Path, Passage or Waterbody		
Maintenance	Must be well maintained, in upright condition and free of missing or broken parts and graffiti		
Materials			
Natural Wood	P only picket type allowed at Frontage; other types allowed at sides and at rear	Chain Link	P at sides and rear only
Brick, Natural Stone, or Stucco over Masonry	P at sides and rear only	Barbed/ Razor/ Concertina Wire	P at sides and rear only & only if not Adjacent to Residential Use
Wrought Iron or Aluminum	P	Exposed or Painted Aggregate Concrete	NP
Vinyl	NP	Smooth or Split-faced Block	NP

Additional Standards

Pedestrian connections through to Adjacent Neighborhoods or Uses	Required
Location of Retaining Walls	P within required Yards, per Sections 4.3.10 If supporting grade 8 ft. or higher that grade at property line, must be set back 10 ft. from property line

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-LI **TABLE 4.3.1-J DISTRICT STANDARDS**
LIGHT INDUSTRIAL SPECIAL DISTRICT

Screens, Street-Screens & Buffers

Height

	At Frontage or Adjacent to Civic Space age or Adjacent to Civic Space	Not at Front-
Wall Screen/Street-Screen Height	3.5 ft. to 5 ft.	5ft. to 6ft; Minimum 6ft. for Dumpsters and Trash Receptacles
Fence Screen/ Street-Screen Height	NP	5ft. to 6ft. for Dumpsters and Trash Receptacles
Hedge Screen/ Street-Screen Height	3 ft. to 5 ft at installation	5ft. to 6ft. at installation
Materials		
Wall Screen or Street-Screen	Brick, Natural Stone or Stucco over Masonry	
Fence Screen or Street-Screen	Natural Wood, painted or unpainted	
Hedge Screen or Street-Screen	Evergreen plants with min. 80% opacity	
Additional Standards		
Non-Residential & Multi-Family Residential Screen. Street Screen Adjacent to or across Thoroughfare from Non-Family Residential	NR	
Screening of Parking, Loading Areas, Service Areas, Outdoor Storage, Drive-Throughs, Trash Receptacle/Dumpsters, HVAC and other equipment Screened from Frontage, Civic Space and Adjacent Property	Required; except at Driveways: Parking Lots and Parking Areas must be Screened From Frontage and Civic Space by Building or Street-Screen; Parking Structures must be Screened from Frontages and Civic Space by Liner Buildings otherwise, Screening must be by Building, wall, hedge or fence at Frontage or Building wall, hedge or fence not at Frontage or Adjacent to Civic Space.	
Rooftop Antenna Screening and HVAC, Mechanical and other Equipment Screening	Required ; must be Screened from Frontage and Civic Space by Building Parapet or other Building element	
Self-Storage Warehouse Screening	Required ; except at Driveways; Screening must be by Building, wall, hedge or fence at Frontage or Building, Wall, hedge or fence not at Frontages or Adjacent tom Civic Space.	
Street-Screen Location	2 nd Layer	
Parcel Buffer	Section 4.3.11.H	
Project Buffer	Section 5.8	

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-HI	TABLE 4.3.1-K DISTRICT STANDARDS HEAVY INDUSTRIAL SPECIAL DISTRICT
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General Description
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 described in the Comprehensive Plan.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-HI		TABLE 4.3.1-K DISTRICT STANDARDS	
		HEAVY INDUSTRIAL SPECIAL DISTRICT	
Density / Floor Area Ratio (FAR)		*Applicable only to Development Parcels	
NR			
Parcel Size			
Parcel Size		NR	
Block Size*		*Applicable only to Development Parcels	
Block Perimeter		Not Regulated	
Private Frontage Types			
NR			
Civic Space Types*		*Applicable only to Development Parcels.	
NR			
Permitted Uses			
See Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses), and Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses). For Development Parcels, see also Table 5.1.11 (Principal Use Mix).			
Number of Buildings			
Principal Building			
Accessory Buildings			

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-HI **TABLE 4.3.1-K DISTRICT STANDARDS**
HEAVY INDUSTRIAL SPECIAL DISTRICT

Lot Occupation	
Lot/ Building Width	100 ft. min.
Lot/ Building Site/ Parcel Frontage on Street/ Highway	24 ft min.
Lot Depth	NR
Frontage Buildout	NR
Lot/ Building Site Area	As required to meet all other applicable requirements of this Ordinance
Impervious Surface Coverage	70% max
Usable Open Space	Min. 7% of gross site area
Lot/ Building Site Enfrontment	Must enfront a vehicular Thoroughfare, Internal Drive, or Driveway. Lots or Building Sites within a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lots have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.
Lot/ Building Site Access	All Lots and Building Sites must have legal and physical vehicular access to a vehicular Thoroughfare vis Driveway or Easement
Setback / Yards	
Setback / Yards – Principal Building	
Street Yard – Min	As applicable: - For sites Adjacent to a District which a Residential use is allowed: - An Addition to an existing Building with a Façade of variable distance from the Street may be extended to the plane of the existing Façade closest to the Street. - Except for an addition to an existing Building described in 1.a above, the lesser of - The Average depth of Street Yards of existing Buildings within 100 ft. on each side of a Lot or Building Site or 40 ft. ⁽¹⁾ - Otherwise, 20 ft.
Side Yard – Per side	As applicable: - For sites abutting a Residential District, 50 ft. along the common boundary; - Otherwise, 10 ft. min ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾
Rear Yard	As applicable: For sites abutting a Residential District, 50 ft. along the common boundary;

Notes:

- Additional Side Yard or Rear Yard depth may be necessary to accommodate Buffers and landscaping required in Sections 4.3.11, 4.3.16, and 5.8
- The Required Rear Yard Depth shall be reduced as provided below if the Lot does not abut a different District and is owned separately and individually from all other tracts of land, both on the Effective date of this Ordinance and on the date of application for a Zoning Permit. Such reduction shall be as follows:
 - For all interior Lots between 80 ft. and 100 ft. deep, the required Rear Yard shall be reduced by an amount equal to the lesser of (1) 100 ft. minus the depth of the Lot or (2) 10ft.
 - For Interior Lots < 80 ft. deep within Non-Residential Districts, the required Rear Yard depth shall be 0 ft., but if any Rear Yard is provided, it must be at least 10 ft. deep.
- In Industrial Districts, the required Side Yard and Rear Yard depth for Lots along Lot Lines abutting other Industrial Districts or along a railroad Right-Of-Way is 0 ft.
- In Industrial Districts, Buffering requirements are not applicable to Side Yards with zero depth.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

2. Otherwise, 20 ft. min ^{(1)(2)(3) (4)}

SD-HI

TABLE 4.3.1-K DISTRICT STANDARDS HEAVY INDUSTRIAL SPECIAL DISTRICT

Building Standards

Building Height*

Principal Building	45 ft. max
Accessory Building	45 ft. max

Any Building exceeding 35 feet in height must obtain approval from the Fire Department prior to the issuance of a Building Permit.

*The Fire Department may stipulate special fire measures in accordance with National Fire Protection Association and International Building Code criteria as a condition of approval of such Structure. In such instance stipulations made by the Fire Department in accordance to with the above cited codes shall be required. *

Ceiling Height

NR

Building Composition

Vertical Composition	Each Principal Building must have an identifiable Base, Middle, & Cap
Finished Floor Level	NR

Façade

Main Entrance	Main Entrance must be in Façade of Principal Frontages.
Façade Position	Parallel to straight Frontage Line or to tangent of curved Frontage Line
Façade & Façade Element Design Proportions	NR
Blank Walls	NP at Frontage
Façade Articulation	NR
Façade Openings	NR
Façade Glazing	NR
Window Shape	NR
Window Alignment	NR
Window Types	NR
Window Glazing Material	Clear glass is Required for windows at Frontage

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Window Trim in 1 st Layer	NR
Shutters	NR
Façade Window Sill Height	NR
Porch Frontages	NR
Shopfront Frontages	NR
Façade Variety	NR

Roof Type & Pitch
NR

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-HI **TABLE 4.3.1-K DISTRICT STANDARDS**
HEAVY INDUSTRIAL SPECIAL DISTRICT

Roof Design

NR

Building Materials

Primary Building Material on Facades	Brick	P	Authentic stucco over masonry	P
	Natural stone	P	Exposed concrete	NP
	Wood	P	Vinyl or Aluminum siding	NP
	Cementitious siding	P	Corrugated and/or sheet metal	P

Changes in Building Materials NR

Building Colors NR

Foundation Cladding NR

Porch Pier Cladding NR

Chimney Cladding NR

Building Types

NR

Vehicular Parking Requirements

Parking Location

On-Street Parking

Domestic Vehicles NP

Off-Street Parking

P in any Required Yard, unless specifically prohibited*
Except Residential and Commercial in 3rd Layer only.

Additional Parking Requirements

Off-Street Parking Surface	Asphalt or concrete
Garage Location	P In 3 rd Layer only
Garage Design	NR
Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	10 ft max. in 1 st Layer and 2 nd Layer if Residential; 36 ft. max in 1 st Layer if non-Residential, regardless if shared or not.
Parking Structure	P if Screen from Frontage by Liner Buildings
Parking Structure Pedestrian Exit Location	Via pedestrian access to Frontage

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-HI TABLE 4.3.1-K DISTRICT STANDARDS HEAVY INDUSTRIAL SPECIAL DISTRICT

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*

**Only applicable to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access

Off-Street Loading and Storage	P only in any Required Side Yard or Rear Yard, unless specifically prohibited
Utility Box & Service Meter* Locations (*Not including water meters)	P only in any Required Side Yard or Rear Yard, unless specifically prohibited
Off-Street Trash Receptacle Locations	P in 3 rd Layer only
Off-Street Dumpster Locations	P in 3 rd Layer only, must be Screened from Frontage and fully enclosed on 3 sides and enclosed on the 4 th side with self-closing gate
Drive- Through Locations	P in 3 rd Layer only

Non-Building Components

	1 st Layer	2 nd Layer	3 rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	P if Screened from Frontage	P
Solar Panels	P if coplanar to and integrated into roof design		P
Antennas & Satellite Equipment	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Paly Equipment	NP	NP	P
Animals Enclosures, Runs or Shelters	NP	NP	P
Swimming pools, Hot Tubs and Spas	NP	NP	P
Transmitting and/or receiving towers, or antennas and wind-generating machines	NP	NP	P

Signs

See Sign Standards in Article 7 (Sign Standards) and Table 7.12.B-1 (Sign Types - Summary) and Table 7.1.2.B-2 (Sign Types- Specific Standards)

Lighting

See Private Lighting Requirements in Section 4.3.17 and Table 4.3.17.B (Private Lighting Standards)

Private Landscaping and Fencing

Landscaping

Required if 1st Layer $\geq$ 10 ft, minimum of 30% of 1st Layer must be landscaped in compliance with Section 4.3.16, with continuous shrubs around foundation at Façade if 1st Layer is $\geq$ 3 ft. deep, plus if 1st Layer is $\geq$ 15 ft. deep, 1 tree per 50 ft. of Frontage width, planted in 1st Layer. Landscaping must comply with Section 4.3.16

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

SD-HI **TABLE 4.3.1-K DISTRICT STANDARDS**
HEAVY INDUSTRIAL SPECIAL DISTRICT

Walls & Fencing (not including Screens)			
Height	3.5 - 4 ft max at Frontage, otherwise 6 ft max; height measured from avg. undisturbed grade of Adjacent property at property line		
Construction	Finished side must face Adjacent property, Thoroughfare, Path, Passage or Waterbody		
Maintenance	Must be well maintained, in upright condition and free of missing or broken parts and graffiti		
Materials			
Natural Wood	P only picket type allowed at Frontage; other types allowed at sides and at rear	Chain Link	P at sides and rear only
Brick, Natural Stone, or Stucco over Masonry	P at sides and rear only	Barbed/ Razor/ Concertina Wire	P at sides and rear only & only if not Adjacent to Residential Use
Wrought Iron or Aluminum	P	Exposed or Painted Aggregate Concrete	NP
Vinyl	NP	Smooth or Split-faced Block	NP
Additional Standards			
Non-Residential & Multi-Family Residential Screen. Street Screen Adjacent to or across Thoroughfare from Non-Family Residential		NR	
Screening of Parking, Loading Areas, Service Areas, Outdoor Storage, Drive-Throughs, Trash Receptacle/Dumpsters, HVAC and other equipment Screened from Frontage, Civic Space and Adjacent Property		Required; except at Driveways: Parking Lots and Parking Areas must be Screened From Frontage and Civic Space by Building or Street-Screen; Parking Structures must be Screened from Frontages and Civic Space by Liner Buildings otherwise, Screening must be by Building, wall, hedge or fence at Frontage or Building wall, hedge or fence not at Frontage or Adjacent to Civic Space.	
Rooftop Antenna Screening and HVAC, Mechanical and other Equipment Screening		Required; must be Screened from Frontage and Civic Space by Building Parapet or other Building element	
Self-Storage Warehouse Screening		Required; except at Driveways; Screening must be by Building, wall, hedge or fence at Frontage or Building, Wall, hedge or fence not at Frontages or Adjacent tom Civic Space.	
Street-Screen Location		2 nd Layer	
Parcel Buffer		Section 4.3.11.H	
Project Buffer		Section 5.8	

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-R

TABLE 4.3.1-L DISTRICT STANDARDS
PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

General Description
This District permits utilization of the Planned Unit Development process under 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 Throughfares and Internal Drives. Specifically, this District is intended for predominately Residential areas on sites 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 on or more of the other Districts and standards therefore due to its necessary and intrinsic Uses or size or form, (d) provides ab 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 in 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 map use of the Comprehensive Plan.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-R

TABLE 4.3.1-L DISTRICT STANDARDS

PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

Density / Floor Area Ratio (FAR)

*Applicable only to Development Parcels

12 Density Units per acre max

Parcel Size

Parcel Size

Min. more than 10 gross acres

BLOCK SIZE*

*Applicable only to Development Parcels

Block Perimeter

2000 ft. max or 3000 ft max if a parking structure provided within Block

Private Frontage Types

Common Yard

P

Stepfront

P

Porch

P

Shopfront

P

Fence

P

Gallery

NP

Terrace/Lightwell

P

Arcade

NP

Forecourt

P

Officefront

NP

Stoop

P

See Table 4.3.7.A (Private Frontage Types)

Civic Space Types*

*Applicable only to Development Parcels.

Natural Area

P

Playground

P

Green

P

Sport Field

NP

Square

P

Community Garden

P

Plaza

P

Pocket Park

P

See Table 5.3.3.A (Civic Space Types - Summary)

Permitted Uses

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

See Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses), and Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses). For Development Parcels, see also Table 5.1.11 (Principal Use Mix).

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-R **TABLE 4.3.1-L DISTRICT STANDARDS**
PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

Number of Buildings Per Lot or Building Site

Principal Building	6 max per Lot / Building Site for attached Townhouse Buildings; otherwise, 1 max. per Lot / Building Site
Accessory Buildings	1 max per Building Site

Lot Occupation

	18 ft. min; 180 ft. max;
Lot/ Building Site Width	For Townhouses with each unit on its own Lot or Building Site: 18-36 ft. for single Townhouse unit attached to other Townhouse units x 8 max. attached Townhouse units. For multiple Townhouses on a single Lot or Building Site: 18-20 ft. per Townhouse unit x 8 max. attached Townhouse units.
Frontage Buildout	38 ft. min for House, 25 ft. min, for each Duplex unit or 50 ft. min for both units of Duplex, and 100 ft. max. for small Multifamily Building.
Lot/ Building Site Area	60% min.
Impervious Surface Coverage	NR
Lot/ Building Site Enfrontment	70% max; except 90% max. for each group of attached Townhouse units. Must enfront a vehicular Thoroughfare or Internal Drive, except $\leq 20\%$ of the Lots / Building Sites within a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lots / Building Sites have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.
Lot/ Building Site Access	All lots must have legal and physical vehicular access to a vehicular Thoroughfare or Internal drive via Driveway or Easement.

Setbacks / Yards

Setbacks / Yards – Principal Building			Setbacks / Yards – Accessory Building		
Front Setback / Yard, Principal Frontage	15 ft. – 35 ft.	A	Front Setback / Yard, Principal Frontage	40 ft. max. from Rear Lot / Building Site Line	E
Front Setback / Yard, Secondary Frontage	15 ft. – 35 ft.	B	Side Setback / Yard	0 ft. min.	F
Side Setback / Yard, each side	0 ft. min. on attached side(s) of attached Building Types; otherwise, 10 ft. min; 24 ft. max. per side	C	Rear Setback / Yard	3 ft. max	G

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Rear Setback	10 ft. min.	D
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ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-R **TABLE 4.3.1-L DISTRICT STANDARDS**
PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

Building Standards

Building Height*

Principal Building	1-2 Stories for House and Duplex Building Types; 2-3 Stories for Townhouse, Live/ Work and Small Multifamily Building Types; 2-4 Stories for Large Multifamily Building Type.
Accessory Building	2 Stories max; Allowed in 3 rd Layer only.

*Stories/ Height do not include Attics and Basements, chimneys, flagpoles, towers, spires, belfries, parapet walls, aerials, or antennas. Any Building exceeding 35 feet in height must obtain approval from stipulations made by the Fire Department in accordance with the above cited codes shall be required. *

*The Fire Department may stipulate special fire measures in accordance with National Fire Protection Association and International Building Code criteria as a condition of approval of such Structure. In such instance stipulations made by the Fire Department in accordance to with the above cited codes shall be required. *

Ceiling Height

May not exceed 14 ft. from finished floor to finished ceiling.

Building Composition

Vertical Composition	Each Principal Building must have an identifiable Base, Middle & Cap
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Finished Floor Level	Min. 18 in. above average grade at Façade
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Façade

Main Entrance	Main Entrance must be in Façade of Principal Frontages. If Shop Frontage at corner Main Entrance may be at Principal Frontage, or at corner.
Façade Position	Parallel to straight Frontage Line or to tangent of curved Frontage Line
Façade & Façade Element Design Proportions	Must be vertically proportioned
Blank Walls	NP at Frontage
Façade Articulation	Except for House Building Types, a Façade greater than 100 ft. in width must be differentiated so that it appears to be comprised of two or more Adjacent Buildings, by dividing such Façade into two segments each of which includes a separate entrance and (1) differs from each of the other segments with respect to all of the following: (a) a change in shape, sill, and header height, detail, size, spacing, rhythm, and muntin pattern of windows; (b) a change of Building or cornice height; (c) a change in cornice details; (d) a change of wall material or wall color; a change in trim courses and other horizontal elements; (e) a change in dormer or balcony design, if any, and (f) providing or changing pilasters, columns, or other Façade elements; and (2) is composed with a defined center and edges. (See Illustration 4.3.5.A-3)
Façade Openings	Façade windows, and/or doors spaced ≤ 20 ft. apart In Stories above first Façade openings must be $\leq 50\%$ of the total Façade area
Façade Glazing	20% - 60% of total Façade area for non-Shopfront; 70% of total Façade area, min. for Shopfront
Window Shape	Square or vertical in proportion, except transoms
Window Alignment	Upper floor windows and other features must be aligned with those of first floor
Window Types	Except in Shopfront or Gallery Frontage, and except for Transoms and sidelights, Windows in Façade and 1 st & 2 nd Layers must be single-hung, double-hung, casement or awning types. In Stories above first, Façade openings must be $\leq 50\%$ of total Façade area.
Window Glazing Material	Clear glass is Required for all Elevations

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Window Trim in 1 st Layer	Min. 4 in. trim with sill and top plate if siding surrounding window; soldier course above lintel and rollock course below sill if brick or stone surrounds window
Shutters	If any, must be functional and proportioned to cover half of window width from each side or entire window width, with shutter dogs
Façade Window Sill Height	If Residential: 5 ft. min above average grade at Façade
Porch Frontages	Min. 6 ft. clear depth, excluding rails, pillars, columns or other features
Shopfront Frontages	12 in. – 24 in. knee wall required at Frontage
Façade Variety	No Façade may exist more than once in a Block Face or within view of the same Facade

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-R **TABLE 4.3.1-L DISTRICT STANDARDS**
PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

Building Standards (continued)

Roof Type & Pitch

Flat	NP
Shed	P at rear only and if ridge is attached to an exterior Building wall; except for porches, stoops or dormers which may have a shed roof anywhere on the Building.
Hip	P
Gable	P
Pitch	6:12 – 14:12, except for shed roofs which may be 3:12 – 14:12 and except roof pitch may match the primary roof pitch of an existing Building that is less than 6:12

Roof Design

Eaves shall extend no less than nine inches beyond the supporting walls.

Gable end rakes shall overhang at least six inches.

Eaves and rakes on Accessory Buildings and dormers shall overhang at least six inches.

Soffits shall be placed perpendicular to the Building wall, not sloping in plane with the roof (except for gable end rakes).

Building Materials

Primary Building Material on Facades	Brick	P	Authentic stucco over masonry	P
	Natural stone	P	Exposed concrete	NP
	Wood	P	Vinyl or Aluminum siding	NP
	Cementitious siding	P	Corrugated and/or sheet metal	NP

Changes in Building Materials	Primary materials must continue alongside Elevations through 2 nd layer. Primary materials shall continue for entire length of all Facades facing a frontage. Any material changes must coincide with form, structural, or massing changes and shall not occur at outside corner of any such change.
Building Colors	Up to three (3) colors, including the natural color of any allowed materials, but not excluding trim
Foundation Cladding	Required; brick or stone.
Porch Pier Cladding	Required; brick or stone, with any space under Porch concealed by painted or stained latticework between piers.
Chimney Cladding	Required; brick, natural stone, with material matching primary material of Façade

Building Types

House	P	Commercial	NP
Duplex	P	Mixed Use	NP
Townhouse	P	Flex	NP
Small Multifamily	P	Mid-Rise	NP
Large Multifamily	P	Large Scale Commercial	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Live/Work	P	Civic	P
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See Table 4.3.8.A (Principal Building Types - Summary) and Table 4.3.8.B (Principal Building Types - Specific Standards). For Development Parcels, see also Table 5.1.10 Building Type Mix).

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-R **TABLE 4.3.1-L DISTRICT STANDARDS**
PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

Vehicular Parking Requirements

Parking Location

	On-Street Parking	Off-Street Parking
All Vehicles	P	P in any Required Yard, unless specifically prohibited

Additional Parking Requirements

Off-Street Parking Surface	Asphalt, concrete, or another hard surface
Garage Location	P In 3 rd Layer only
Garage Design	Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space If Garage faces Street: max Garage door width 33% of total Garage + Façade width Garage must be detailed, finished, & designed like the rest of the Building with carriage house doors; max. Garage door width 9ft; each Garage door must have ornamental lighting fixture above it; min 2ft separation between Garage doors.
Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	10 ft. max in 1 st Layer if Residential; 24 ft. max in 1 st Layer if non-Residential, regardless if shared or not.
Parking Structure	P if Screen from Frontage by Liner Buildings
Parking Structure Pedestrian Exit Location	Via pedestrian access to Frontage

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*

**Only applicable to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-R

TABLE 4.3.1-L DISTRICT STANDARDS
PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

All Development in PUD-R District must comply with all applicable standards of this Ordinance, the Engineering Standards and Specifications, and engineering best practices.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-R TABLE 4.3.1-L DISTRICT STANDARDS PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

Loading & Access

Off-Street Loading and Storage	Required for Large Multifamily Building per Table 4.3.14.b (Loading Requirements); P in 3 rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	Required for Large Multifamily Building per Table 4.3.14.b (Loading Requirements); P in 3 rd Layer only
Off-Street Trash Receptacle Locations	P in 3 rd Layer only
Off-Street Dumpster Locations	P in 3 rd Layer only, must be Screened from Frontage and fully enclosed on 3 sides and enclosed on the 4 th side with self-closing gate
Drive- Through Locations	P in 3 rd Layer only

Non-Building Components

	1 st Layer	2 nd Layer	3 rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	P if Screened from Frontage	P
Solar Panels	P if coplanar to and integrated into roof design		P
Antennas & Satellite Equipment	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Paly Equipment	NP	NP	P
Animals Enclosures, Runs or Shelters	NP	NP	P
Swimming pools, Hot Tubs and Spas	NP	NP	P
Transmitting and/or receiving towers, or antennas and wind-generating machines	NP	NP	P

Signs

See Sign Standards in Article 7 (Sign Standards) and Table 7.12.B-1 (Sign Types - Summary) and Table 7.1.2.B-2 (Sign Types- Specific Standards)

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Lighting

See Private Lighting Requirements in Section 4.3.17 and Table 4.3.17.B (Private Lighting Standards)

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-R TABLE 4.3.1-L DISTRICT STANDARDS PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

Private Landscaping and Fencing Landscaping

Required if 1st Layer $\geq$ 3ft, 30% of 1st Layer must be landscaped, with continuous shrubs along foundation at Façade and additionally if 1st Layer $\geq$ 15 ft, sod, and 1 tree per 50 ft. of Frontage, width, planted in 1st Layer. Landscaping must comply with Section 4.3.16.

Walls & Fencing

Height	3.5 - 4 ft max at Frontage, otherwise 6 ft max; height measured from avg. undisturbed grade of Adjacent property at property line
Construction	Finished side must face Adjacent property, Thoroughfare, Path, Passage or Waterbody
Maintenance	Must be well maintained, in upright condition and free of missing or broken parts and graffiti.

Materials

Natural Wood	P at sides and rear only	Chain Link	P at sides and rear only
Brick, Natural Stone, or Stucco over Masonry	P	Barbed/ Razor/ Concertina Wire	NP
Wrought Iron or Aluminum	P	Exposed or Painted Aggregate Concrete	NP
Vinyl	NP	Smooth or Split-faced Block	NP

Additional Standards

Pedestrian Connections through to Adjacent Neighborhoods or Uses	Required
Locations of Retaining Walls	P within required Yards, per Section 4.3.10 If supporting grade 8 ft. or higher than property line, must be set back 10 ft. from property line

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-R **TABLE 4.3.1-L DISTRICT STANDARDS**
PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

Screens, Street-Screens & Buffers

Height

	At Frontage or Adjacent to Civic Space age or Adjacent to Civic Space	Not at Front-
Wall Screen/Street-Screen Height	3.5 ft. to 5 ft.	5ft. to 6ft; Minimum 6ft. for Dumpsters and Trash Receptacles
Fence Screen/ Street-Screen Height	NP	5ft. to 6ft. for Dumpsters and Trash Re- ceptacles
Hedge Screen/ Street-Screen Height	3 ft. to 5 ft at installation	5ft. to 6ft. at installation

Materials

Wall Screen or Street-Screen	Brick, Natural Stone or Stucco over Masonry
Fence Screen or Street-Screen	Natural Wood, painted or unpainted
Hedge Screen or Street-Screen	Evergreen plants with min. 80% opacity

Additional Standards

Non-Residential & Multi-Family Residential Screen. Street Screen Adjacent to or across Thoroughfare from Non-Family Residential	NR
Screening of Parking, Loading Areas, Service Areas, Outdoor Storage, Drive-Throughs, Trash Receptacle/Dumpsters, HVAC and other equipment Screened from Frontage, Civic Space and Adjacent Property	Required ; except at Driveways: Parking Lots and Parking Areas must be Screened From Frontage and Civic Space by Building or Street-Screen; Parking Structures must be Screened from Frontages by Liner Buildings; Otherwise, Screening must be by Building, wall, hedge or fence at Frontage or Building wall, hedge or fence not at Frontage or Adjacent to Civic Space.
Rooftop Antenna Screening and HVAC, Mechanical and other Equipment Screening	Required ; must be Screened from Frontage and Civic Space by Building Parapet or other Building element
Self-Storage Warehouse Screening	N/A (not permitted in District)
Street-Screen Location	2 nd Layer
Parcel Buffer	Section 4.3.11.H
Project Buffer	Section 5.8

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-MU

TABLE 4.3.1-M DISTRICT STANDARDS
PLANNED UNIT DEVELOPMENT – MIXED USE

General Description

This District allows utilization of the Planned Unit Development process under 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.

Specifically, this District is intended for Commercial, Office, Mixed Use, and Multifamily Uses on sites 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 therefore due to its necessary and intrinsic Use or size or form, (d) provides an innovative plan and design, (e) is harmonious with 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 in 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 this Comprehensive Plan.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-MU TABLE 4.3.1-M DISTRICT STANDARDS **PLANNED UNIT DEVELOPMENT – MIXED USE**

Density / Floor Area Ratio (FAR)	*Applicable only to Development Parcels
12 Density Units per acre max	

Parcel Size

Parcel Size	Min. more than 10 gross acres
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BLOCK SIZE* **Applicable only to Development Parcels*

Block Perimeter	2000 ft. max or 3000 ft max if a parking structure provided within Block
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Private Frontage Types

Common Yard	NP	Stepfront	P
Porch	NP	Shopfront	P
Fence	NP	Gallery	P
Terrace/Lightwell	P	Arcade	P
Forecourt	P	Officefront	P
Stoop	P		

See Table 4.3.7.A (Private Frontage Types)

Civic Space Types*

**Applicable only to Development Parcels.*

Natural Area	NP	Playground	P
Green	NP	Sport Field	NP
Square	P	Community Garden	P
Plaza	P	Pocket Park	P

See Table 5.3.3.A (Civic Space Types - Summary)

Permitted Uses

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

See Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses), and Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses). For Development Parcels, see also Table 5.1.11 (Principal Use Mix).

PUD-MU **TABLE 4.3.1-M DISTRICT STANDARDS** **PLANNED UNIT DEVELOPMENT – MIXED USE**

Number of Buildings Per Lot or Building Site

Principal Building	1 max
Accessory Buildings	1 max

Lot Occupation

Lot/ Building Site Width	18 ft. min; 180 ft. max; except for Townhouses, 18-24 ft. for single Townhouse unit attached to other Townhouse units or 18 -24 ft. per Townhouse unit X number of attached Townhouse units on single Lot or Building Site, with max of 6 units; 100 ft. max. for small Multifamily Building. Large Scale Commercial: 600 ft. max
Frontage Buildout	60% min.
Lot/ Building Site Area	NR
Impervious Surface Coverage	100% max
Lot/ Building Site Enfrontment	Must enfront a vehicular Thoroughfare or Internal Drive, except $\leq 20\%$ of the Lots / Building Sites within a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lots / Building Sites have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.
Lot/ Building Site Access	All lots must have legal and physical vehicular access to a vehicular Thoroughfare or Internal drive via Driveway or Easement.

Setbacks / Yards

Setbacks / Yards – Principal Building			Setbacks / Yards – Accessory Building		
Front Setback / Yard, Principal Frontage	0 – 20 ft.	A	Front Setback / Yard, Principal Frontage	40 ft. max. from rear property line.	E
Front Setback / Yard, Secondary Frontage	0 – 20 ft.	B	Side Setback / Yard	0 ft. min.	F
Side Setback / Yard, each side	0 ft. min. for at- tached Buildings; Otherwise, 10-24 ft.	C	Rear Setback / Yard	3 ft. max	G
Rear Setback	NR	D			

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

If the District abuts property zoned for Residential Uses that is not included within the District, all Buildings shall be setback as follows:

- a. Where the property is zoned, but not currently utilized, for Residential purposes, a distance equal to the setback established for the Residential District.
- b. Where property is currently utilized for Residential purposes, a distance equal to the lesser of (i) the present average setback of properties located 200 feet from the nearest point on the subject property and (ii) twice the minimum setback established for the CD-4C District.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-MU TABLE 4.3.1-M DISTRICT STANDARDS PLANNED UNIT DEVELOPMENT – MIXED USE

Building Standards

Building Height*

Principal Building	One story greater than maximum height permitted in adjacent character district, or as determined by the Planning Commission based on proposed use and site conditions
Accessory Building	2 Stories max max, or as determined by the Planning Commission based on proposed use and site conditions

*Stories/ Height do not include Attics and Basements, chimneys, flagpoles, towers, spires, belfries, parapet walls, aerials, or antennas. Any Building exceeding 35 feet in height must obtain approval from stipulations made by the Fire Department in accordance with the above cited codes shall be required. *

*The Fire Department may stipulate special fire measures in accordance with National Fire Protection Association and International Building Code criteria as a condition of approval of such Structure. In such instance stipulations made by the Fire Department in accordance to with the above cited codes shall be required. *

Ceiling Height

May not exceed 14 ft. from finished floor to finished ceiling, except for first floor Commercial, Office, Retail/Personal Service, or Accommodation/Lodging Use, which must be a minimum of 11 ft. with a maximum of 25 ft.

Building Composition

Vertical Composition	Each Principal Building must have an identifiable Base Middle & Cap
Finished Floor Level	Residential: 18 in. – 48 in. above finished grade at Façade Non-Residential & Mixed Use: 48 in. max. above finished grade at Façade.

Façade

Main Entrance	Main Entrance must be in Façade of Principal Frontages. If Shop Frontage at corner Main Entrance may be at Principal Frontage, or at corner.
Façade Position	Parallel to straight Frontage Line or to tangent of curved Frontage Line
Façade & Façade Element Design Proportions	Must be vertically proportioned
Blank Walls	NP at Frontage
Façade Articulation	A Façade greater than 100 ft. in width must be differentiated so that it appears to be comprised of two or more Adjacent Buildings, by dividing such Façade into two segments each of which includes a separate entrance and (1) differs from each of the other segments with respect to all of the following: (a) a change in shape, sill, and header height, detail, size, spacing, rhythm, and muntin pattern of windows; (b) a change of Building or cornice height; (c) a change in cornice details; (d) a change of wall material or wall color; a change in trim courses and other horizontal elements; (e) a change in dormer or balcony design, if any, and (f) providing or changing pilasters, columns, or other Façade elements; and (2) is composed with a defined center and edges. (See Illustration 4.3.5.A-3)
Façade Openings	Façade windows, and/or doors spaced ≤ 20 ft. apart In Stories above first Façade openings must be $\leq 50\%$ of the total Façade area
Façade Glazing	Non-Shopfront: 20% – 60% of total ground floor Facade area. Shopfront: min. 50% of total ground floor Facade area; min. 20% of total Façade area on upper floors and secondary elevations.
Window Shape	Square or vertical in proportion, except transoms
Window Alignment	Upper floor windows and other features must be aligned with those of first floor
Window Types	Except in Shopfront or Gallery Frontage, and except for Transoms and sidelights, Windows in Facade and 1 st & 2 nd Layers must be single-hung, double-hung, casement or awning types. In Stories above first, Façade openings must be $\leq 50\%$ of total Façade area.
Window Glazing Material	Clear glass is Required for all Elevations
Window Trim in 1 st Layer	Min. 4 in. trim with sill and top plate if siding surrounding window; soldier course above lintel and rollock course

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

	below sill if brick or stone surrounds window
Shutters	If any, must be functional and proportioned to cover half of window width from each side or entire window width, with shutter dogs
Façade Window Sill Height	If Residential: 5 ft. min above average grade at Façade
Porch Frontages	Min. 6 ft. clear depth, excluding rails, pillars, columns or other features
Shopfront Frontages	12 in. – 24 in. knee wall required at Frontage
Façade Variety	No Façade may exist more than once in a Block Face

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-MU TABLE 4.3.1-M DISTRICT STANDARDS PLANNED UNIT DEVELOPMENT – MIXED USE

Building Standards (continued)

Roof Type & Pitch

Flat	P
Shed	P at rear only and if ridge is attached to an exterior Building wall; except for porches, stoops or dormers which may have a shed roof anywhere on the Building.
Hip	P
Gable	P
Pitch	6:12 – 14:12, except for shed roofs which may be 3:12 – 14:12 and except roof pitch may match the primary roof pitch of an existing Building that is less than 6:12

Roof Design

Eaves shall extend no less than nine inches beyond the supporting walls.

Gable end rakes shall overhang at least six inches.

Eaves and rakes on Accessory Buildings and dormers shall overhang at least six inches.

Soffits shall be placed perpendicular to the Building wall, not sloping in plane with the roof (except for gable end rakes).

Building Materials

Primary Building Material on Facades	Brick	P	Authentic stucco over masonry	P
	Natural stone	P	Exposed concrete	NP
	Wood	P	Vinyl or Aluminum siding	NP
	Cementitious siding	P	Corrugated and/or sheet metal	NP

Changes in Building Materials Primary materials must continue alongside Elevations through 2nd layer. Primary materials shall continue for entire length of all Facades facing a frontage. Any material changes must coincide with form, structural, or massing changes and shall not occur at outside corner of any such change.

Building Colors Up to three (3) colors, including the natural color of any allowed materials, but not excluding trim

Foundation Cladding **Required;** brick or stone.

Porch Pier Cladding **Required;** brick or stone, with any space under Porch concealed by painted or stained latticework between piers.

Chimney Cladding **Required;** brick, natural stone, with material matching primary material of Façade

Building Types

House	NP	Commercial	P
Duplex	NP	Mixed Use	P
Townhouse	P	Flex	P

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Small Multifamily	P	Mid-Rise	P
Large Multifamily	P	Large Scale Commercial	PW
Live/Work	P	Civic	P

See Table 4.3.8.A (Principal Building Types - Summary) and Table 4.3.8.B (Principal Building Types - Specific Standards). For Development Parcels, see also Table 5.1.10 Building Type Mix).

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-MU TABLE 4.3.1-M DISTRICT STANDARDS PLANNED UNIT DEVELOPMENT – MIXED USE

Vehicular Parking Requirements

Parking Location

	On-Street Parking	Off-Street Parking
All Vehicles	P	P in 3 rd Layer only.

Additional Parking Requirements

Off-Street Parking Surface	Asphalt, concrete, or another hard surface
Garage Location	P In 3 rd Layer only
Garage Design	Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space If Garage faces Street: max Garage door width 33% of total Garage + Façade width Garage must be detailed, finished, & designed like the rest of the Building with carriage house doors; max. Garage door width 9ft; each Garage door must have ornamental lighting fixture above it; min 2ft separation between Garage doors.
Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	24 ft. max width, regardless if shared or not.
Parking Structure	P if Screen from Frontage by Liner Buildings
Parking Structure Pedestrian Exit Location	Via pedestrian access to Frontage

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*

**Only applicable to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-MU TABLE 4.3.1-M DISTRICT STANDARDS PLANNED UNIT DEVELOPMENT – MIXED USE

Loading & Access

Off-Street Loading and Storage	Required per Table 4.3.14.b (Loading Requirements); P in 3 rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	Required per Table 4.3.14.b (Loading Requirements); P in 3 rd Layer only
Off-Street Trash Receptacle Locations	P in 3 rd Layer only
Off-Street Dumpster Locations	P in 3 rd Layer only, must be Screened from Frontage and fully enclosed on 3 sides and enclosed on the 4 th side with self-closing gate
Drive- Through Locations	P in 3 rd Layer only

Non-Building Components

	1 st Layer	2 nd Layer	3 rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	P if Screened from Frontage	P
Solar Panels	P if coplanar to and integrated into roof design		P
Antennas & Satellite Equipment	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Paly Equipment	NP	NP	P
Animals Enclosures, Runs or Shelters	NP	NP	P
Swimming pools, Hot Tubs and Spas	NP	NP	P
Transmitting and/or receiving towers, or antennas and wind-generating machines	NP	NP	P

Signs

See Sign Standards in Article 7 (Sign Standards) and Table 7.12.B-1 (Sign Types - Summary) and Table 7.1.2.B-2 (Sign Types- Specific Standards)

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Lighting

See Private Lighting Requirements in Section 4.3.17 and Table 4.3.17.B (Private Lighting Standards)

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-MU TABLE 4.3.1-M DISTRICT STANDARDS PLANNED UNIT DEVELOPMENT – MIXED USE

Private Landscaping and Fencing Landscaping

Required if 1st Layer $\geq$ 3ft, 30% of 1st Layer must be landscaped, with continuous shrubs along foundation at Façade and additionally if 1st Layer $\geq$ 15 ft, sod, and 1 tree per 50 ft. of Frontage, width, planted in 1st Layer. Landscaping must comply with Section 4.3.16.

NA in front if $\leq$ 3 ft front setback.

Additionally, any Yard Adjacent to a Street must be landscaped and maintained for a distance of 10 ft. from Lot Line or Building Site Line Adjacent to the Street, except for portions that adjoin Lots or Building Sites in Residential Use, which shall be so landscaped and maintained for the full width or depth of the required Yards within 25 feet of adjoining Lot Lines or Building Site Lines.

Side Yards Adjacent to Lots or Building Sites in Residential Use shall be similarly landscaped and maintained for their full required minimum width. No such required landscaped area shall be used for Parking or loading.

Walls & Fencing

Height	3.5 - 4 ft max at Frontage, otherwise 6 ft max; height measured from avg. undisturbed grade of Adjacent property at property line
Construction	Finished side must face Adjacent property, Thoroughfare, Path, Passage or Waterbody
Maintenance	Must be well maintained, in upright condition and free of missing or broken parts and graffiti.

Materials

Natural Wood	P at sides and rear only	Chain Link	P at sides and rear only
Brick, Natural Stone, or Stucco over Masonry	P	Barbed/ Razor/ Concertina Wire	NP
Wrought Iron or Aluminum	P	Exposed or Painted Aggregate Concrete	NP
Vinyl	NP	Smooth or Split-faced Block	NP

Additional Standards

Pedestrian Connections
through to Adjacent Neighbor-
hoods or Uses **Required**

Locations of Retaining Walls **P** within required Yards, per Section 4.3.10

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

If supporting grade 8 ft. or higher than grade at interior edge of a required Buffer, must be set back 10 ft. from such interior edge.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

PUD-MU **TABLE 4.3.1-M DISTRICT STANDARDS**
PLANNED UNIT DEVELOPMENT – MIXED USE

Screens, Street-Screens & Buffers

Height

	At Frontage or Adjacent to Civic Space age or Adjacent to Civic Space	Not at Front-
Wall Screen/Street-Screen Height	3.5 ft. to 5 ft.	5ft. to 6ft; Minimum 6ft. for Dumpsters and Trash Receptacles
Fence Screen/ Street-Screen Height	NP	5ft. to 6ft. for Dumpsters and Trash Re- ceptacles
Hedge Screen/ Street-Screen Height	3 ft. to 5 ft at installation	5ft. to 6ft. at installation

Materials

Wall Screen or Street-Screen	Brick, Natural Stone or Stucco over Masonry
Fence Screen or Street-Screen	Natural Wood, painted or unpainted
Hedge Screen or Street-Screen	Evergreen plants with min. 80% opacity

Additional Standards

Non-Residential & Multi-Family Residential Screen. Street Screen Adjacent to or across Thoroughfare from Non-Family Residential	NR
Screening of Parking, Loading Areas, Service Areas, Outdoor Storage, Drive-Throughs, Trash Receptacle/Dumpsters, HVAC and other equipment Screened from Frontage, Civic Space and Adjacent Property	Required; except at Driveways: Parking Lots and Parking Areas must be Screened From Frontage and Civic Space by Building or Street-Screen; Parking Structures must be Screened from Frontages by Liner Buildings; Otherwise, Screening must be by Building, wall, hedge or fence at Frontage or Building wall, hedge or fence not at Frontage or Adjacent to Civic Space.
Rooftop Antenna Screening and HVAC, Mechanical and other Equipment Screening	Required; must be Screened from Frontage and Civic Space by Building Parapet or other Building element
Self-Storage Warehouse Screening	N/A (not permitted in District)
Street-Screen Location	2 nd Layer
Parcel Buffer	Section 4.3.11.H
Project Buffer	Section 5.8

Market Analysis

The Planning Commission may require a market analysis for any proposed PUD-MU Development. The market analysis will be utilized, among other things, to determine the impact of the proposed Development on the long-range Development of the commercial land use in the Columbia area, to determine the timing of any proposed Development, to limit the extent of the PUD-Mu; to ascertain the effect of a proposed Development upon other lands used or zoned for similar purposes; to form a basis for evaluating the estimated effects on traffic, and other purposes which assist in an understanding of the public interest pertinent in the evaluation of a proposed Development. The market analysis, if required, shall be provided by the landholder and the landowner shall provide any other economic data or analysis as may be reasonably requested by the Planning Commission or City Council.

TABLE 4.3.1-N

OTHER DISTRICTS FROM PREVIOUS ORDINANCES TO BE REGULATED BY THEIR PUD APPROVALS.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CV

TABLE 4.3.1-M DISTRICT STANDARDS
PLANNED UNIT DEVELOPMENT – MIXED USE



General Description

Civic District (CV) is assigned to areas designed for Civic purposes. These may be one or more Civic Space Types allowed within or Adjacent to any specific Character District or Special District, as well as sites dedicated to significant Buildings to be used for Civic purposes, such as City Halls, Post Offices, Libraries, Places of Assembly, Places of Worship, and community centers. This District is appropriate to all future land use Character Areas described in the Comprehensive Plan as determined by the Planning Commission.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CV

TABLE 4.3.1-M DISTRICT STANDARDS PLANNED UNIT DEVELOPMENT – MIXED USE

Density / Floor Area Ratio (FAR)

**Applicable only to Development Parcels*

NR

BLOCK SIZE*

**Applicable only to Development Parcels*

Block Perimeter

NR

Private Frontage Types

NR

Civic Space Types*

**Applicable only to Development Parcels.*

Natural Area

P

Playground

P

Green

P

Sport Field

NP

Square

P

Community Garden

P

Plaza

P

Pocket Park

P

See Table 5.3.3.A (Civic Space Types - Summary)

Permitted Uses

See Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses), and Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses). For Development Parcels, see also Table 5.1.11 (Principal Use Mix).

Number of Buildings Per Lot or Building Site

Principal Building 1 max

Accessory Buildings 1 max

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CV

TABLE 4.3.1-M DISTRICT STANDARDS
PLANNED UNIT DEVELOPMENT – MIXED USE

Lot Occupation

Lot/ Building Site Width	NR
Frontage Buildout	NR
Lot/ Building Site Area	NR
Impervious Surface Coverage	80% max
Lot/ Building Site Enfrontment	Must enfront a vehicular Thoroughfare or Internal Drive, Pedestrian Path, Passage, pedestrian walkway or water body.
Lot/ Building Site Access	All lots must have legal and physical vehicular access to a vehicular Thoroughfare or Internal drive via Driveway or Easement.

Setbacks / Yards

Setbacks / Yards – Principal Building

Front Setback / Yard, Principal Frontage	0 ft. min., 50 ft. of Lot Depth max.	A
Front Setback / Yard, Secondary Frontage	0 ft. min	B
Side Setback / Yard	0 ft. min	
Rear Setback / Yard	0 ft. min	

Building Standards

Building Height*

Principal Building	20 ft. higher than maximum Height of any Adjacent Character District, max.
Accessory Building	Not to exceed Principal Building Height

*Stories/ Height do not include Attics and Basements, chimneys, flagpoles, towers, spires, belfries, parapet walls, aerials, or antennas. Any Building exceeding 35 feet in height must obtain approval from stipulations made by the Fire Department in accordance with the above cited codes shall be required. *

*The Fire Department may stipulate special fire measures in accordance with National Fire Protection Association and International Building Code criteria as a condition of approval of such Structure. In such instance stipulations made by the Fire Department in accordance to with the above cited codes shall be required. *

Ceiling Height

14 ft. min. 1st floor; 10 ft. min. other floors.

Building Composition

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Vertical Composition	Each Principal Building must have an identifiable Base Middle & Cap
Finished Floor Level	NR

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CV **TABLE 4.3.1-M DISTRICT STANDARDS**
PLANNED UNIT DEVELOPMENT – MIXED USE

Façade	
Main Entrance	Main Entrance must be in Façade of Principal Frontages.
Façade Position	Parallel to straight Frontage Line or to tangent of curved Frontage Line
Façade & Façade Element Design Proportions	Must be vertically proportioned
Blank Walls	NP at Frontage
Façade Articulation	NR
Façade Openings	In Stories above first, Façade openings must be $\leq 50\%$ of the total Façade area
Façade Glazing	20% min. - 60% max.
Window Shape	Square or vertical in proportion, except transoms
Window Alignment	Upper floor windows and other features must be aligned with those of first floor
Window Types	Except in Shopfront or Gallery Frontage, and except for Transoms and sidelights, Windows in Façade and 1 st & 2 nd Layers must be single-hung, double-hung, casement or awning types. In Stories above first, Façade openings must be $\leq 50\%$ of total Façade area.
Window Glazing Material	Clear glass is Required for all Elevations
Window Trim in 1 st Layer	Min. 4 in. trim with sill and top plate if siding surrounding window; soldier course above lintel and roll-lock course below sill if brick or stone surrounds window
Shutters	If any, must be functional and proportioned to cover half of window width from each side or entire window width, with shutter dogs
Façade Window Sill Height	NR
Porch Frontages	NR
Shopfront Frontages	NR
Façade Variety	No Façade may exist more than once in a Block Face or within view of the same Façade

Building Standards (continued)

Roof Type & Pitch	
Flat	P
Shed	P at rear only and if ridge is attached to an exterior Building wall; except for porches, stoops or dormers which may have a shed roof anywhere on the Building.
Hip	P
Gable	P
Pitch	6:12 – 14:12, except for shed roofs which may be 3:12 – 14:12 and except roof pitch may match the primary roof pitch of an existing Building that is less than 6:12

Roof Design

Eaves shall extend no less than nine inches beyond the supporting walls.

Gable end rakes shall overhang at least six inches.

Eaves and rakes on Accessory Buildings and dormers shall overhang at least six inches.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Soffits shall be placed perpendicular to the Building wall, not sloping in plane with the roof (except for gable end rakes).

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CV **TABLE 4.3.1-M DISTRICT STANDARDS**
PLANNED UNIT DEVELOPMENT – MIXED USE

Building Materials				
Primary Building Material on Facades	Brick	P	Authentic stucco over	P
	Natural stone	P	Exposed concrete	NP
	Wood	P	Vinyl or Aluminum siding	NP
	Cementitious siding	P	Corrugated and/or sheet	NP

Changes in Building Materials	Primary materials must continue alongside Elevations through 2 nd layer. Primary materials shall continue for entire length of all Facades facing a frontage. Any material changes must coincide with form, structural, or massing changes and shall not occur at outside corner of any such change.			
Building Colors	Up to three (3) colors, including the natural color of any allowed materials, but not excluding trim			
Foundation Cladding	Required; brick or stone.			
Porch Pier Cladding	Required; brick or stone, with any space under Porch concealed by painted or stained latticework between piers.			
Chimney Cladding	Required; brick, natural stone, with material matching primary material of Façade			

Building Types			
House	NP	Commercial	NP
Duplex	NP	Mixed Use	NP
Townhouse	NP	Flex	NP
Small Multifamily	NP	Mid-Rise	NP
Large Multifamily	NP	Large Scale Commercial	NP
Live/Work	NP	Civic	P

See Table 4.3.8.A (Principal Building Types - Summary) and Table 4.3.8.B (Principal Building Types - Specific Standards). For Development Parcels, see also Table 5.1.10 Building Types.

Vehicular Parking Requirements			
Parking Location			
	On-Street Parking	Off-Street Parking	
Domestic Vehicles	P	P in 3 rd layer only, and in Driveway	
Recreational Vehicles	NP	P in 3 rd layer only, and in Driveway	
Heavy Equipment	NP	P in 3 rd layer only, and in Driveway	
Tractor trailers (including trailers for storage)	NP on-Street, except for delivery and Temporary Use of trailers	NP	

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

All Other Vehicles

NP

P in 3rd Layer only, and in Driveway

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CV

TABLE 4.3.1-M DISTRICT STANDARDS
PLANNED UNIT DEVELOPMENT – MIXED USE

Additional Parking Requirements

Off-Street Parking Surface	Prepared surface of gravel, asphalt, concrete, or another hard surface
Garage Location	P In 3 rd Layer only
Garage Design	Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space. If Garage faces Street: max Garage door width 33% of total Garage + Façade width. Garage must be detailed, finished, & designed like the rest of the Building with carriage house doors; max. Garage door width 9ft; each Garage door must have ornamental lighting fixture above it; min 2ft separation between Garage doors.
Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	24 ft. max in 1 st and 2 nd Layer
Parking Structure	P if Screen from Frontage by Liner Buildings
Parking Structure Pedestrian Exit Location	Via pedestrian access to Frontage

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*

**Only applicable to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access

Off-Street Loading and Storage	P in 3 rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	P in 3 rd Layer only
Off-Street Trash Receptacle Locations	P in 3 rd Layer only
Off-Street Dumpster Locations	P in 3 rd Layer only, must be Screened from Frontage and fully enclosed on 3 sides and enclosed on the 4 th side with self-closing gate

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Drive- Through Locations

P in 3rd Layer only

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CV

TABLE 4.3.1-M DISTRICT STANDARDS
PLANNED UNIT DEVELOPMENT – MIXED USE

Non-Building Components

	1 st Layer	2 nd Layer	3 rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	P if Screened from Front-age	P
Solar Panels	P if coplanar to and integrated into roof design		P
Antennas & Satellite Equipment	P in 1 st or 2 nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Paly Equipment	NP	NP	P
Animals Enclosures, Runs or Shelters	NP	NP	NP
Swimming pools, Hot Tubs and Spas	NP	NP	P
Transmitting and/or receiving towers, or antennas and wind-generating machines	NP	NP	P

Signs

See Sign Standards in Article 7 (Sign Standards) and Table 7.12.B-1 (Sign Types - Summary) and Table 7.1.2.B-2 (Sign Types- Specific Standards)

Lighting

See Private Lighting Requirements in Section 4.3.17 and Table 4.3.17.B (Private Lighting Standards)

Private Landscaping and Fencing Landscaping

NR

Walls & Fencing (not including Screens)

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Height	3.5 - 4 ft max at Frontage, otherwise 6 ft max; height measured from avg. undisturbed grade of Adjacent property at property line
Construction	Finished side must face Adjacent property, Thoroughfare, Path, Passage or Waterbody
Maintenance	Must be well maintained, in upright condition and free of missing or broken parts and graffiti.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CV

TABLE 4.3.1-M DISTRICT STANDARDS
PLANNED UNIT DEVELOPMENT – MIXED USE

Materials			
Natural Wood	P at sides and rear only	Chain Link	P at sides and rear only
Brick, Natural Stone, or Stucco over Masonry	P	Barbed/ Razor/ Concertina Wire	NP
Wrought Iron or Aluminum	P	Exposed or Painted Aggregate Concrete	NP
Vinyl	NP	Smooth or Split-faced Block	NP

Additional Standards

Pedestrian Connections through to Adjacent Neighborhoods or Uses **Required**

Locations of Retaining Walls **P** within required Yards, per Section 4.3.10
If supporting grade 8 ft. or higher than grade at interior edge of a required Buffer, must be set back 10 ft. from such interior edge.

Screens, Street-Screens & Buffers

Height

At Frontage or Adjacent to Civic Space
Not at Frontage or Adjacent to Civic Space

Wall Screen/Street-Screen Height	3.5 ft. to 5 ft.	5ft. to 6ft; Minimum 6ft. for Dumpsters and Trash Receptacles
Fence Screen/ Street-Screen Height	NP	5ft. to 6ft. for Dumpsters and Trash Receptacles
Hedge Screen/ Street-Screen Height	3 ft. to 5 ft at installation	5ft. to 6ft. at installation

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

CV

TABLE 4.3.1-M DISTRICT STANDARDS
PLANNED UNIT DEVELOPMENT – MIXED USE

Materials	
Wall Screen or Street-Screen	Brick, Natural Stone or Stucco over Masonry
Fence Screen or Street-Screen	Natural Wood, painted or unpainted
Hedge Screen or Street-Screen	Evergreen plants with min. 80% opacity
Additional Standards	
Non-Residential & Multi-Family Residential Screen.	
Street Screen Adjacent to or across Thoroughfare from Non-Family Residential	NA
Screening of Parking, Loading Areas, Service Areas, Outdoor Storage, Drive-Throughs, Trash Receptacle/Dumpsters, HVAC and other equipment Screened from Frontage, Civic Space and Adjacent Property	Required ; except at Driveways: Parking Lots and Parking Areas must be Screened From Frontage and Civic Space by Building or Street-Screen; Parking Structures must be Screened from Frontages by Liner Buildings; Otherwise, Screening must be by Building, wall, hedge or fence at Frontage or Building wall, hedge or fence not at Frontage or Adjacent to Civic Space.
Rooftop Antenna Screening and HVAC, Mechanical and other Equipment Screening	Required ; must be Screened from Frontage and Civic Space by Building Parapet or other Building element
Self-Storage Warehouse Screening	N/A (not permitted in District)
Street-Screen Location	2 nd Layer

4.3.2 LOTS & BUILDING SITES

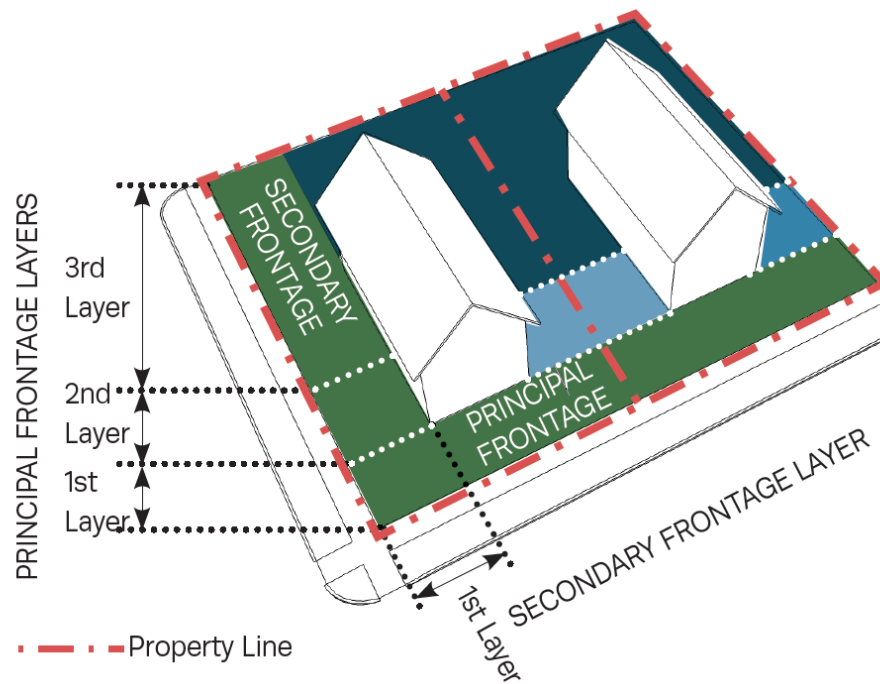
A. Layers

1. Lots and Building Sites are comprised of three Layers, the First Layer, the Second Layer, and the Third Layer, as related to the Frontage(s), as shown in Illustration 4.3.3.A (Layers) and as defined in Article 9 (Definitions).
2. Layers are used to regulate the placement of, Structures and Uses on a Lot or Building Site, as set forth in Tables 4.3.1-A - 4.3.1-U (District Standards).

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

3. For Lots and Building Sites, which have both a Principal Frontage and Secondary Frontage(s), typically Corner Lots:
 - a. Standards and prescriptions for the First Layer apply to the First Layer as related to all Frontages, except for Through Lots and Building Sites where they are permitted by this Ordinance or exist as legal non-conforming lots of record and
 - b. Standards and prescriptions for the Second Layer pertain only to such Layers as related to the Principal Frontage.
4. Standards and prescriptions for the First Layer apply to a depth of (twenty) 20 feet as related to the secondary frontage of a Through Lot or Building Site which is parallel to the Principal Frontage.

ILLUSTRATION 4.3.3.A (LAYERS)



B. Dimensions

Lots and Building Sites within each District must be dimensioned according to Tables 4.3.1-A - 4.3.1-U (District Standards).

C. Enfrontment

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Within all Districts, each Lot or Building Site must have Frontage along a Thoroughfare or Internal Drive, except as provided in Tables 4.3.1-A - 4.3.1-U (District Standards).

D. Through Lots

1. Through Lots and Building Sites are prohibited, except
 - a. Blocks entirely comprised of Civic Spaces;
 - c. Lots and Building Sites enfronting a roadway with a functional classification of Principal Arterial; and
 - d. Lots and Building Sites within 3,000 feet of and Interstate interchange.
2. In any case in which a Nonconforming Lot is a Through Lot or Building Site, or a Through Lot or Building Site is permitted by this Ordinance the Frontage and Front Setback regulations shall apply to both Frontages.
3. The Façade of each Principal Building located on a Through Lot and Building Site, where they are permitted by this Ordinance or exist as legal non-conforming lots of record, shall face the same Principal Frontage as Buildings on any adjacent Lot or Building Site. Where adjacent Lots and Building Sites are vacant, or the appropriate Principal Frontage cannot be determined, the Zoning Administrator shall determine which Frontage is the Principal Frontage, typically the roadway with the lesser functional classification.

E. Required Spaces or Areas.

1. The Setback and Yard requirements in Tables 4.3.1-A - 4.3.1-U (District Standards) shall be applicable to each Lot, Building Site, or parcel of land.
2. All required Setbacks and Required Yards shall be maintained and have no obstructions or Encroachments except as allowed in Tables 4.3.1-A - 4.3.1-U (District Standards).
3. Existing interior Lots or Building Sites may be permitted a reduction in required Rear Yard depth by Administrative Adjustment, subject to meeting the following:
 - a. The Lot must be located in a single District and not about another District.
 - b. The Lot must be owned separately and individually from all other tracts of land, both on the Effective Date of this Ordinance and on the date of application for a Zoning Permit, if applicable.
 - c. For a Lot between 80 - 100 feet deep, the required Rear Yard may be reduced by the lesser of (i) 100 feet minus the depth of the Lot, or (ii) ten feet (10 ft.).

Example: if Lot is 95 ft. deep, the required Rear Yard may be reduced by five feet (5 ft.) [100 ft. – 95 ft. = 5 ft.], but if a Lot is 80 ft. deep, the required Rear Yard may only be reduced by ten feet (10 ft.).

- d. Within all Non-Residential Districts and for all Non-Residential Uses, interior Lots or Building Sites that are less than 80 ft. deep may be permitted a reduction in required Rear Yard depth

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

to reduce the required Rear Yard depth to zero; however, if any Rear Yard is provided, the minimum required depth shall be 10 ft.

4. No Lot shall be divided or reduced so as to result in its area or dimensions not complying with the standards required by this Section 4.3.3, nor shall any Setback required for a Principal Building be included as part of a Setback required under this Ordinance for any other Building.
5. A minimum required Lot or Yard size for one Structure shall not be used in whole or in part as any part of a required Lot or Yard for a second Structure.
6. The required Lot or Yard for an existing Structure shall not be diminished below the minimum requirements of this Ordinance.
7. Where a Structure has zero clearance from an Adjacent Lot or Building Site, as defined in the International Building Code, at all points of attachment along the shared Lot Line or Building Site Line, Buildings shall be separated from each other by fire-rated walls, as defined by the latest adopted version of the International Building Code and fire prevention codes, extending from footings to the underside of the roof deck without openings which would permit the spread of fire.
8. In addition to the requirements listed in paragraph 7 above, the following shall apply to common or Party Walls:
 - a. A firewall shall bisect the line dividing each portion of the Building, Lot, or Building Site so that 1/2 of the firewall is held by each of the abutting properties.
 - b. If a firewall is destroyed or damaged by fire or other casualty, any owner may restore said wall and if other owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from the others under applicable law requiring liability for negligent or willful acts and omissions.
9. Each abutter who may share in the ownership of any firewall shall have an Easement on the property of other owner(s) for the purpose of reconstruction and protection of remaining property from the elements.

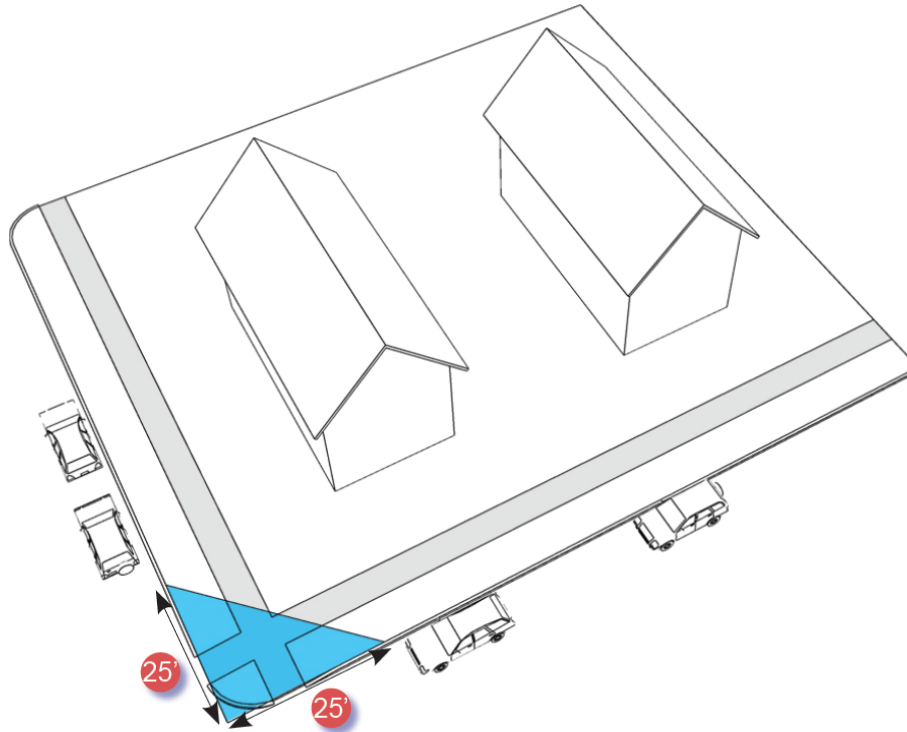
F. Lots in Two Districts.

Where a District boundary divides a Lot, Building Site, or parcel in a single ownership of record at the time when such line is adopted, regulations for the less restricted portion of such Lot, Building Site, or parcel may extend not more than 30 feet into the more restricted portion, provided that the Lot, Building Site, or parcel has Frontage on a Thoroughfare or Internal Drive in a less restricted District.

G. Visibility.

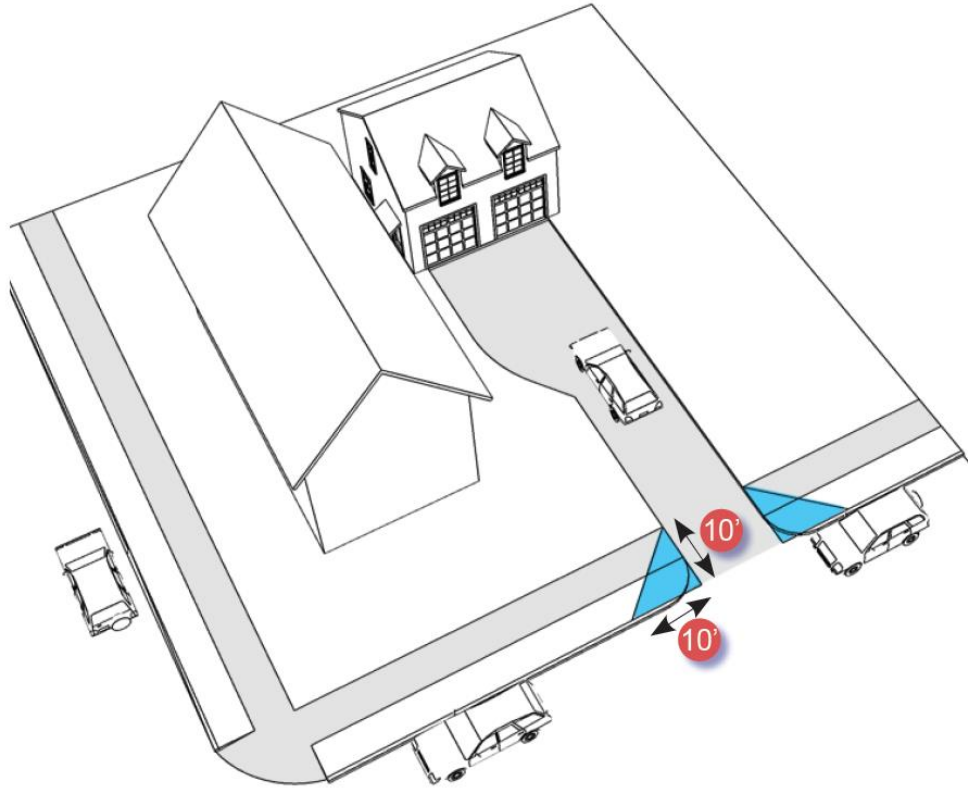
On a Corner Lot or Building Site, no Fence, Wall, hedge, Structure, or planting more than 3 feet in height, measured above the Curb level shall be erected, placed, or maintained within the triangular area formed by the intersecting lines of the curbs of the enfronting Thoroughfares or Internal Drives and a line drawn between points along such Thoroughfare or Internal Drive Lines that are 25 feet distant from their point of intersection.

ILLUSTRATION 4.3.3.G.1 (SIGHT TRIANGLE - CORNER)



1. For any Driveway, no Fence, Wall, hedge, Structure, or planting more than 3 feet in height, measured above the Curb level, shall be erected, placed, or maintained within the triangular area formed on each side of the Driveway by a line drawn between a point that is 10 feet from the back of the curb and extends 10 feet to its point of intersection with the Thoroughfare or Internal Drive.

ILLUSTRATION 4.3.3.G.2 (SIGHT TRIANGLE - DRIVEWAY)



H. Access Requirements.

1. No Building shall be erected on a Lot or Building Site that does not Abut an open public Thoroughfare, an approved private Thoroughfare or Internal Drive, or an approved private vehicular access Easement.
2. Where access is provided by an approved private street or Easement, an Easement for the same is required for each Lot, Building Site, or tract of land across which it traverses.
3. Additional access requirements may be found in Sections 4.3.12, 4.3.14, and 6.7, and elsewhere in this Ordinance, including City adopted Access Management Plan.

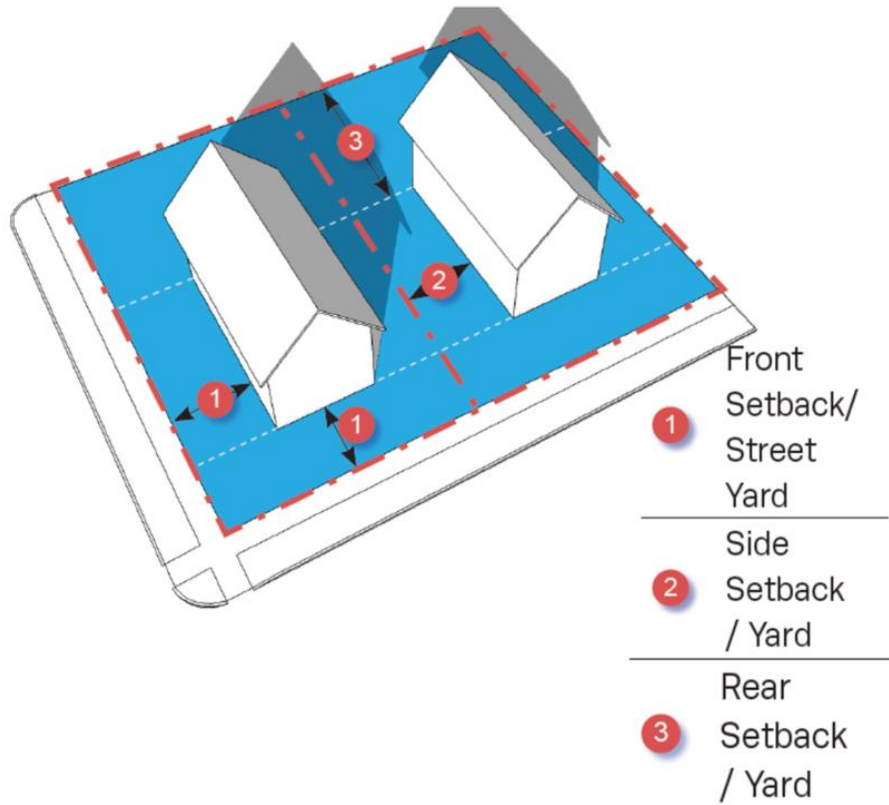
4.3.3 BUILDING PLACEMENT & NUMBER

A. Building Placement.

1. Every Building shall be located on a Lot or Building Site. Buildings shall be located in relation to the boundaries of their Lots or Building Sites and shall comply with the Setback or Yard standards within each District according to Tables 4.3.1-A - 4.3.1-U (District Standards).
2. To accommodate slopes over ten percent (10%), relief from front Setback or Yard requirements may be granted by Administrative Adjustment by the Zoning Administrator.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

ILLUSTRATION 4.3.4.A SETBACK /YARD DESIGNATIONS

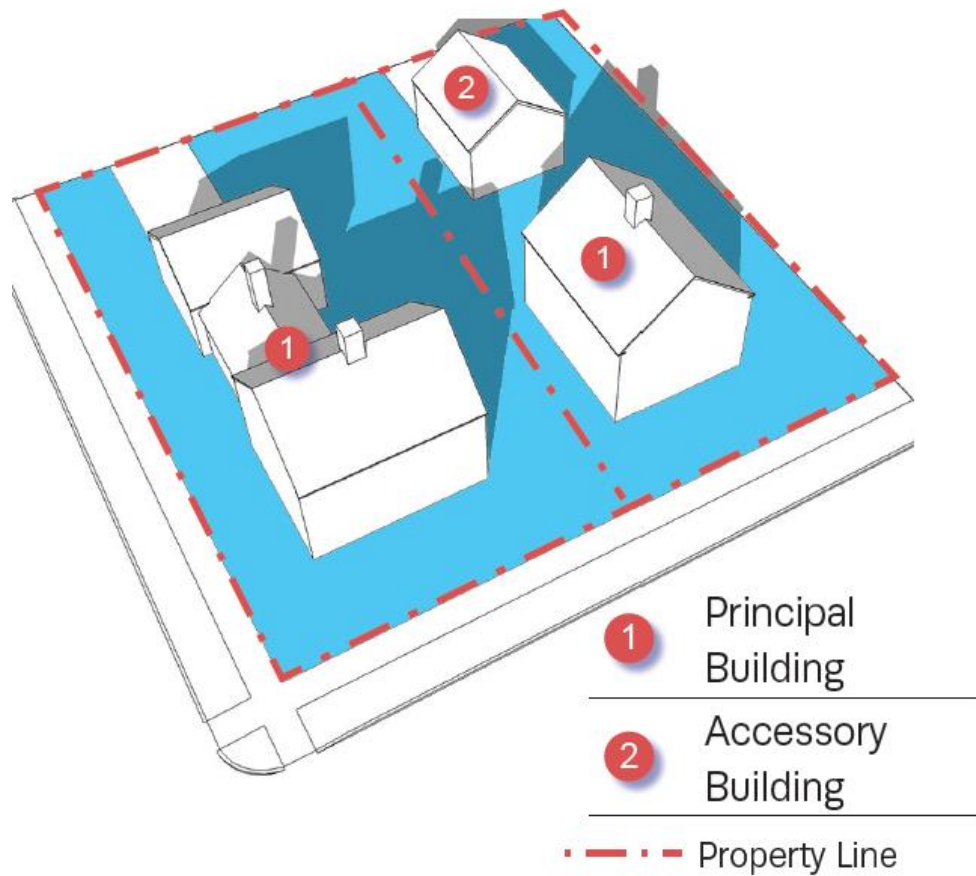


B. Principal Buildings

Within each District:

1. The number of Principal Buildings on each Lot or Building Site shall not exceed that indicated in Tables 4.3.1-A - 4.3.1-U (District Standards) and
2. Principal Buildings shall be oriented and situated as specified in Tables 4.3.1-A - 4.3.1-U (District Standards) and illustrated in Illustration 4.3.4.B (Principal Building / Accessory Building).

ILLUSTRATION 4.3.4.B PRINCIPAL BUILDING / ACCESSORY BUILDING



C. Accessory Buildings & Accessory Structures

1. Within each District:
 - a. The number of Accessory Buildings on each Lot or Building Site must not exceed that indicated in Tables 4.3.1-A - 4.3.1-U (District Standards); and
 - b. Any such Accessory Buildings must be located as specified in Tables 4.3.1-A - 4.3.1-U (District Standards) as applicable and illustrated generally in Illustration 4.3.4.B (Principal Building / Accessory Building).
2. Except within Civic Districts and Agricultural uses, Accessory Buildings or other Structures may not be erected on a Lot or Building Site on which there is no Principal Building.
3. Where Accessory Buildings and Structures are permitted:
 - a. Except within Civic Districts and CD-2, the footprint of a detached Accessory Building shall not exceed 60% of the building footprint of the Principal Building on the Lot;
 - b. Any Accessory Building shall be located in the Layer indicated in Tables 4.3.1-A - 4.3.1-U (District Standards);

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

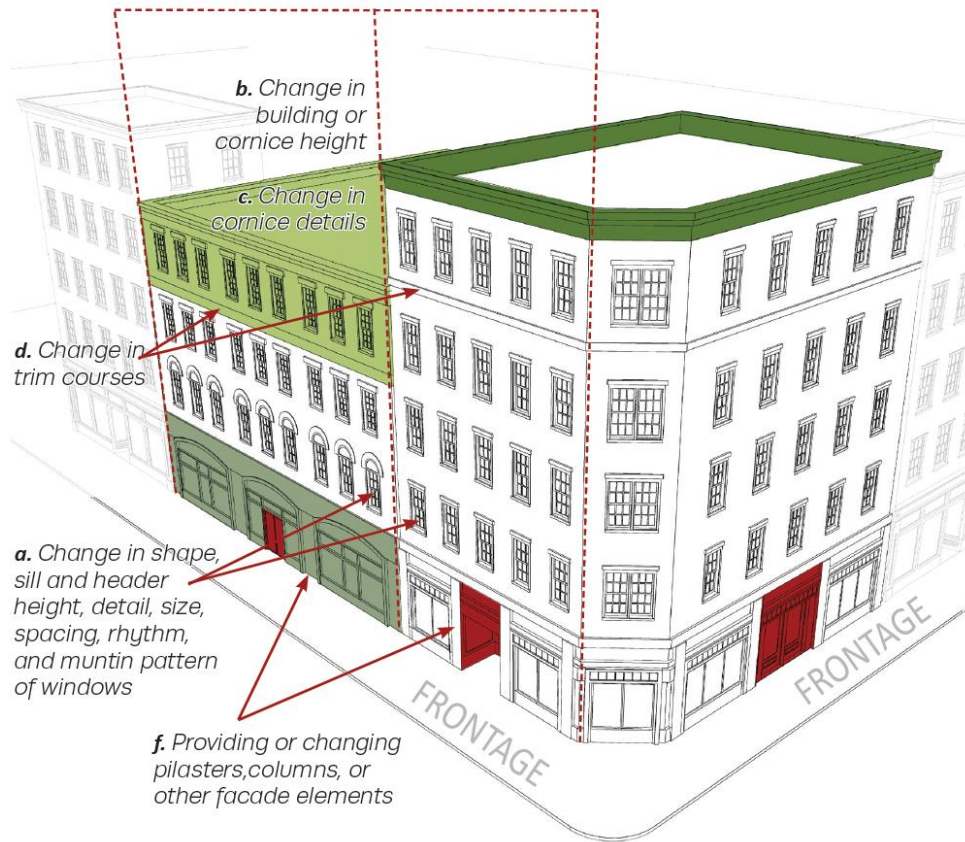
- c. Except for Communications Towers, transmitting and/or receiving towers or antennas and wind turbines shall not be located in the First Layer or Second Layer; and
 - d. Guy wires or any other structural supports shall not Encroach upon any right-of-way, Adjoining property, Easements, Setback, or Yard areas.
- 4. An Accessory Building or Accessory Structure may be detached from or constructed as a structural part of a Principal Building, including those attached by means of a breezeway or a roofed passageway with open or latticed sides. If constructed as a structural part of a Principal Building, its walls shall be regarded as walls of the Principal Building in applying the standards and requirements of this Ordinance.
 - 5. Where more than one Building exists or is proposed to be constructed on a single Lot or Building Site, all zoning requirements applicable to Principal Buildings or Accessory Buildings, respectively shall be applicable to each of such Buildings.

4.3.4 BUILDING STANDARDS

A. Facade.

- 1. Principal Building Facades shall conform to Tables 4.3.1-A - 4.3.1-U (District Standards).
- 2. The Façade of the Principal Building shall be built along the minimum percentage of the Front Lot Line or Building Site Line width at the Setback or back Street Yard line, specified as Frontage Buildout on Tables 4.3.1-A - 4.3.1-U (District Standards). A Streetscreen may be substituted for a Façade for up to twenty percent (20%) of the applicable Frontage Buildout requirement. Required driveways may be subtracted from the Front Lot Line or Building Site Line where Alley access or cross access with an adjacent property is not available.
- 3. Principal Building Facades shall be articulated as shown in (See Illustration 4.3.5.A-3).

ILLUSTRATION 4.3.5.A-3 (FACADE ARTICULATION)



B. Building Design & Materials.

The design and exterior materials of Buildings shall conform to Tables 4.3.1-A - 4.3.1-U (District Standards),

C. Building Height, Ceiling Height & Ground Floor Finish Elevation.

Building Height, ceiling height, and ground floor finish elevation must conform to Tables 4.3.1-A - 4.3.1-U (District Standards) .

D. Roof Type & Pitch

Building roof type and pitch must conform to Tables 4.3.1-A - 4.3.1-U (District Standards). See Illustration 4.3.5.D-1 (Roof Types) and Illustration 4.3.5.D-2 (Roof Pitch).

E. Vertical Composition

Vertical composition must conform to Tables 4.3.1-A - 4.3.1-U (District Standards) provided that:

1. The discernable Base of all new structures, where regulated, must be at least 8 (eight) inches high; and
2. The discernable Base of all new non-residential structures, where regulated, must be at least twelve (12) inches high.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

ILLUSTRATION 4.3.5.D-1 (ROOF TYPES)

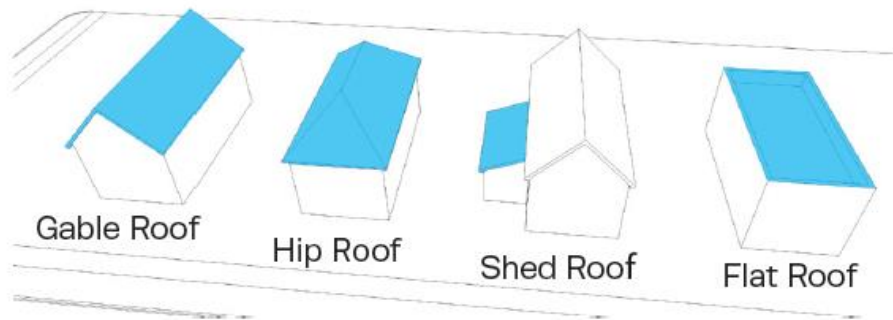
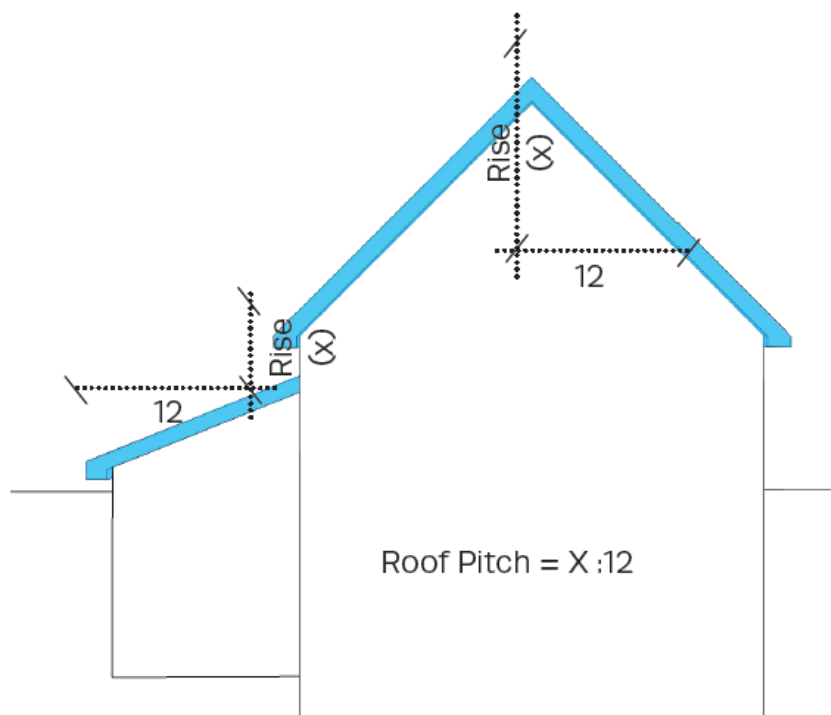


ILLUSTRATION 4.3.5.D-2 (ROOF PITCH)



4.3.5 FENCES & WALLS

A. Fences and non-Building Walls shall not:

1. Encroach a public right-of-way, including Alleys, or in areas reserved or dedicated for public right-of-way;
2. Obstruct sight distance visibility of intersections or driveways;
3. Block access within an access easement; or
4. Block access to fire hydrants, mechanical equipment, or utility equipment.

B. A finished side of all fences shall face off site

C. Within each District, Fences and non-Building Walls may be installed within Public Utility and Drainage Easements where permitted by the City Engineer, but shall not block or divert water flow onto or off of any other property. Fences erected within Public Utility and Drainage Easements may be removed by the City or utility providers at any time without notice.

D. Height

1. Within each District, Fences and non-Building Walls must comply with the height standards in Tables 4.3.1-A - 4.3.1-U (District Standards).
2. Fence and wall height shall be measured from the lowest adjacent grade to the top of the fence or wall. The use of a berm to increase a fence or wall height is prohibited, unless used in accordance with Section 8.1.2 Transition Areas Abutting Residential Lots.

E. Material

1. Within each District, Fences and non-Building Walls must comply with the material standards in Tables 4.3.1-A - 4.3.1-U (District Standards).
2. Where chain link is permitted, it shall be coated with dark green or black material; plastic or metal slats in chain link are prohibited.

F. Retaining Walls

1. Within required yards on individual single-family CD-2, CD-3L, and CD-3 Lots and Building Sites, retaining walls shall conform to the limitations at Table 4.3.10 Encroachments.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

2. In all other districts, and within CD-2, CD-3L, and CD-3 common areas and Civic Spaces, retaining walls shall conform to the following:
 - a. Retaining walls in CD-2, CD-3L, and CD-3 shall not exceed fifteen (15) feet in height.
 - (1) Where the overall grade change exceeds fifteen (15) feet, walls may be terraced with a minimum horizontal separation of ten (10) feet from face of wall to face of wall, provided no individual wall may exceed fifteen (15) feet in height.
 - (2) Where the overall grade change exceeds ten (10) feet, walls shall be terraced with a minimum horizontal separation of six (6) feet, provided no individual wall may exceed fifteen (15) feet in height.
 - b. Retaining walls in all other districts shall not exceed twenty (20) feet in height.
 - (1) Where the overall grade change exceeds twenty (20) feet, walls may be terraced with a minimum horizontal separation of ten (10) feet from face of wall to face of wall, provided no individual wall may exceed fifteen (20) feet in height.
 - (2) Where the overall grade change exceeds ten (10) feet, walls shall be terraced with a minimum horizontal separation of six (6) feet, provided no individual wall may exceed twenty (20) feet in height. The Zoning Administrator may approve a waiver to this requirement if the City Engineer has determined that no other practicable or feasible alternatives exist; and, the Zoning Administrator determines that there will be no harmful impact to adjacent property owners or the public
3. Each retaining wall shall be screened by a row of evergreen shrubs, planted every five feet on center, at the base of the wall. Shrubs shall be a minimum of 30 inches in height at the time of planting. The Zoning Administrator may permit alternative trees or groundcover which provide equivalent all-seasons screening.
4. Retaining walls shall be clad in brick, or stone. Where not visible from a Thoroughfare, Internal Drive, or Civic Space, stained or stamped concrete and split-face block are also permitted.

4.3.6 PRIVATE FRONTAGE, BUILDING FORM & BUILDING TYPE; FLOOR ELEVATION

A. Private Frontage – General.

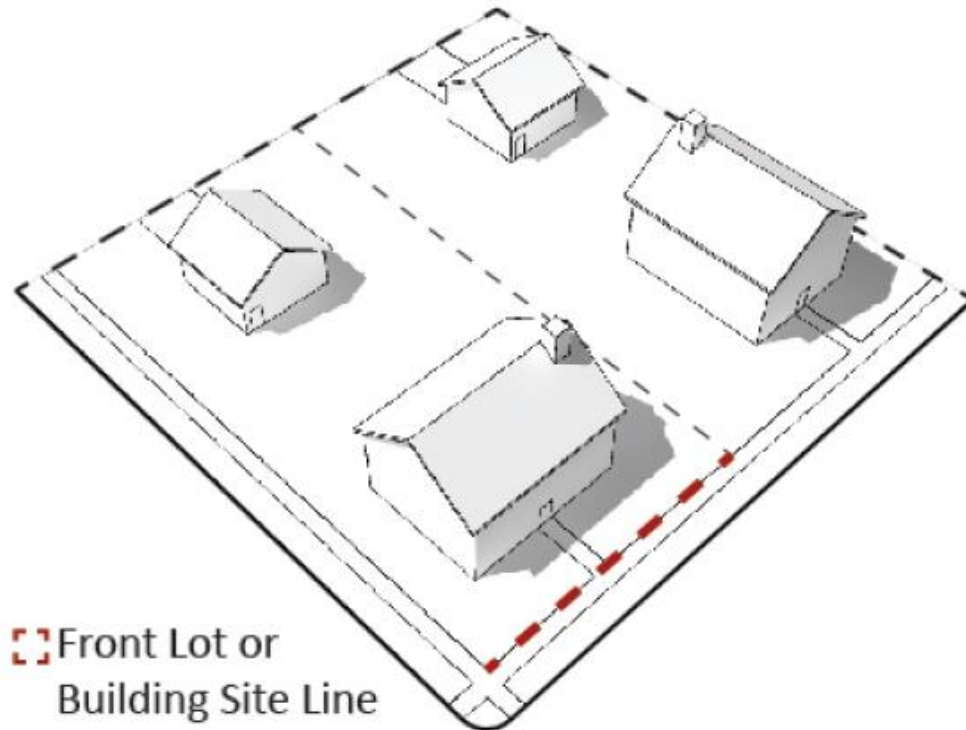
The Private Frontage of each Lot or Building Site must conform to and be allocated in accordance with Table 4.3.7.A (Private Frontage Types Summary) Table 4.3.7B (Private Frontage Types), and Tables 4.3.1-A - 4.3.1-U (District Standards).

B. Private Frontage – Corner Lots / Building Sites.

Principal Buildings on Corner Lots or Building sites shall have two Private Frontages:

1. a Principal Frontage and
2. a Secondary Frontage(s), as illustrated generally in Illustration 4.3.7.B-2 (Frontage & Lot / Building Site Lines).

ILLUSTRATION 4.3.7.B-2 (FRONTAGE & LOT / BUILDING SITE LINES)



4.3.7 BUILDING TYPES

A. General.

Principal Buildings must be of one or more of the Principal Building Types specified for such District in Table 4.3.8.A (Principal Building Types - Summary) and Table 4.3.8.B (Principal Building Types – Specific Standards). The mix of Building Types on each Development Parcel is further regulated under Section 5.1.10.

TABLE 4.3.8.A PRINCIPAL BUILDING TYPES - SUMMARY

Principal Building Type		Permitted Dis- tricts	
	Manufactured Home A detached one family dwelling constructed as a single self-contained unit and mounted on a single chassis trans- portable after fabrication on its own wheels or detachable wheels, as further defined in Article 9 (Definitions).	SD-MHP	
	House A medium-sized Building designed as a Single-Family De- tached Dwelling, situated on a medium or large Lot or Building Site with an Edgeyard, often shared with an Ac- cessory Building in the rear.	CD-2 CD-3 CD-4C	CD-3L CD-4 PUD-R
	Duplex A small- to medium- sized Principal Building, other than a manufactured housing unit, situated on a small-to-me- dium sized Lot or Building Site with an Edgeyard or Sideyard, which Building contains two Dwelling Units with separate entrances at least one of which faces the Thor- oughfare or Internal Drive. Both Dwelling Units, whether side-by-side, front-to-back, or over-and-under, are con- tained within a single Building Massing.	CD-3 CD-4C	CD-4 PUD-R
	Townhouse A Principal Building in a collection of very narrow- to me- dium-sized attached Buildings on contiguous Lots or Building Sites with a Rearyard (or Sideyard if an end unit), which collection consists of side-by-side Dwelling Units with individual entries facing the Thoroughfare or Internal Drive. Each Building occupies the full Frontage Line of its Lot or Building Site and shares at least one Party Wall with another Building of the same type.	CD-4 CD-5 SD-LI PUD-MU	CD-4C CD-5C PUD-R

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

	Small Multi-Family Building	CD-4	CD-4C
	A Principal Building that incorporates between three (3) and six (6) side-by-side and/or horizontally stacked Dwelling Units, typically with one or more shared entries.	CD-5	CD-5C
		SD-LI	PUD-R
		PUD-MU	
	Large Multi-Family Building	CD-4	CD-4C
	A Principal Building that incorporates between seven (7) and twenty four (24) side-byside and/or horizontally stacked Dwelling Units, which may have one or more shared entries. CD	CD-5	CD-5C
		SD-LI	PUD-R
		PUD-MU	
	Live/Work Building	CD-4	CD-4C
	A small- to medium-sized attached or detached Principal Building, which includes a flexible space for Commercial Use and an internally connected Residential Dwelling Unit above and/or behind the flexible space.	CD-5	CD-5C
		SD-LI	PUD-R
		PUD-MU	SD-INT
	Commercial Building	CD-4	CD-4C
	A small- to medium-sized attached or detached non-Residential Building, typically designed to facilitate pedestrian-oriented Retail / Personal Service / Repair / Art / Artisan Uses and Office Uses.	CD-5	CD-5C
		SD-INT	PUD-MU
	Mixed-Use Building	CD-4	CD-4C
	A typically attached Principal Building, which provides a vertical and/or horizontal mix of Uses typically designed to facilitate pedestrian-oriented Retail / Personal Service / Repair / Art / Artisan, Lodging, or Office Uses on the ground floor, with upper floors typically designed for Residential or Office Uses.	CD-5	CD-5C
		PUD-MU	
	Flex Building	CD-4	CD-4C
	A large footprint Principal Building designed to accommodate either a single Use or a vertical or horizontal mix of Uses.	CD-5	CD-5C
		SD-LI	SD-HI
		PUD-MU	SD-INT
	Mid-Rise Building	CD-5	CD-5C
	An attached or detached Building that may provide a vertical and/or horizontal mix of Uses, typically designed to facilitate pedestrian-oriented Retail/Personal Service, Lodging, Business/Commercial, or Office Uses on the ground floor, with upper floors typically designed for Residential or Office Uses.	SD-LI	PUD-MU

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

	Large-Scale Commercial Building	A building of 50,000 square feet or more that is most commonly associated with a large-format retailer. It has in-line Retail or Liner Buildings along the front of the Building.	CD-4C SD-INT PUD-MU	CD-5C SD-LI
	Civic Building	A medium- to large-sized attached or detached Principal Building, which is operated by a not-for-profit organization or governmental entity dedicated to Civic activities, and is designed to stand apart from its surroundings due to the specialized nature of its Civic purpose. Examples include Libraries, Places of Worship, Places of Assembly, Courthouses, schools, centers of government, Performing Arts Venues, and Museums. Civic Buildings are often the	CD-2 CD-3 CD-4C CD-5C SD-HI PUD-R CV	CD-3L CD-4 CD-5 SD-LI SD-INT PUD-MU

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

HOUSE

TABLE 4.3.8.B PRINCIPAL BUILDING TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-2 CD-3L CD-3 CD-4 CD-4C PUD-R

General Description

A medium-sized Building designed as a Single-Family Detached Dwelling having an Edgeward yard type that may be shared with an Accessory Building in the backyard. This Building type typically incorporates a single Residential unit.

Lot/Building Site

Width Per District Lot/Building Site Width

Number of Units

Units per Building 1 max.

Allowed Private Frontages

Common Yard	P
Fence	P
Porch	P
Stoop	P

Building Size & Massing

Height

2 Stories max

Width

Not Regulated

Pedestrian Access

Main Entrance Location Principal Frontage

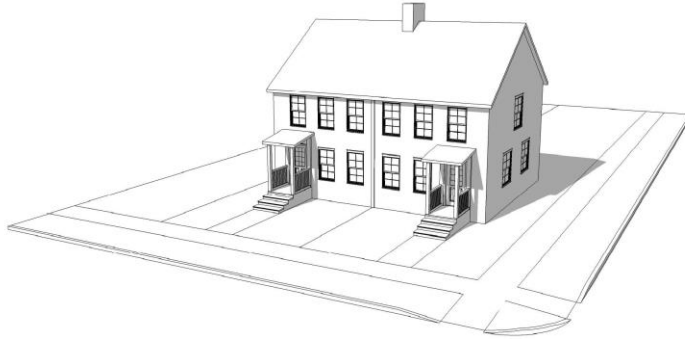
Vehicle Access & Parking

Parking may be accessed from an Alley, side Thoroughfare or Front Thoroughfare

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

DUPLEX

TABLE 4.3.8.B PRINCIPAL BUILDING TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-3 CD-4 CD-4C PUD-R

General Description

A small- to medium- sized Principal Building, other than a manufactured housing unit, situated on a small-to-medium sized Lot or Building Site with an Edgeyard or Sideyard, which Building contains two Dwelling Units with separate entrances at least one of which faces the Thoroughfare or Internal Drive. Both Dwelling Units, whether side-by-side, front-to-back, or over-and-under, are contained within a single Building Massing.

Lot/Building Site

Width	Per District lot/Building site width
-------	--------------------------------------

Number of Units

Units / Building	2
------------------	---

Allowed Private Frontages

Common Yard	P
Fence	P
Porch	P
Stoop	P

Building Size & Massing

Height

2 Stories max

Width

Per District standards

Pedestrian Access

Main Entrance Location	Principal Frontage
------------------------	--------------------

Vehicle Access & Parking

Parking may be accessed from an Alley, side Thoroughfare or front Thoroughfare

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TOWNHOUSE

TABLE 4.3.8.B PRINCIPAL BUILDING TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-4 CD-4C CD-5 CD-5C SD-LI PUD-R PU-MU

General Description

A Principal Building in a collection of very narrow- to medium-sized attached Buildings on contiguous Lots or Building Sites with a Rearyard (or Sideyard if an end unit), which collection consists of side-by-side Dwelling Units with individual entries facing the Thoroughfare or Internal Drive. Each Building occupies the full Frontage Line of its Lot or Building Site and shares at least one Party Wall with another Building of the same type.

Lot/Building Site

Width	Per District lot/building site width
-------	--------------------------------------

Number of Units

Units per townhouse	1 max
---------------------	-------

Building Size & Massing

Height

Per Character District Hight Standards

Width

18 ft. min per Townhouse

Pedestrian Access

Main Entrance Location	Principal Frontage
------------------------	--------------------

Vehicle Access & Parking

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Number of town-homes connected to another	3 min – 8 max
---	---------------

Allowed Private Frontages

Porch	P
Stoop	P
Terrace/Lightwell	P

Parking may be accessed from an Alley, side Thoroughfare, or front Thoroughfare

SMALL MULTIFAMILY

TABLE 4.3.8.B PRINCIPAL BUILDING TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-4 CD-4C CD-5 CD-5C SD-LI PUD-R
PU-MU

General Description

A Principal Building that incorporates three (3) to six (6) side-by-side, and/or, horizontally stacked Dwelling Units typically with one or more shared entries.

Lot/Building Site

Width	Per district lot/building site width
-------	--------------------------------------

Number of Units

Units per building	3 min
--------------------	-------

Building Size & Massing

Height

Per District height standards

Width

Per district lot/building site width and side setback/ yard standards

Pedestrian Access

Main Entrance Location	Principal Frontage
------------------------	--------------------

Vehicle Access & Parking

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Allowed Private Frontages

Porch	P
-------	---

Stoop	P
-------	---

Forecourt	P
-----------	---

Terrace/ Lightwell	P
--------------------	---

Parking may be accessed from an Alley, Thoroughfare or internal drive at frontage

LARGE MULTIFAMILY

TABLE 4.3.8.B PRINCIPAL BUILDING TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-4 CD-4C CD-5 CD-5C SD-INT SD-LI
PUD-R PU-MU

General Description

A Principal Building that incorporates seven (7) side-by-side, and/or horizontally stacked Dwelling Units typically with one or more shared entries.

Lot/Building Site

Building Size & Massing

Height

Per district height standards

Width

Per district lot/building site width and set-back/ yard standards

Pedestrian Access

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Width	Per district lot/building site width
Number of Units	
Units per building	7 min
Allowed Private Frontages	
Porch	P
Stoop	P
Forecourt	P
Terrace/Lightwell	P

Main Entrance Location	Principal Frontage
------------------------	--------------------

Vehicle Access & Parking

Parking may be accessed from an Alley, Thoroughfare or drive at frontage

LIVE/WORK

TABLE 4.3.8.B PRINCIPAL BUILDING TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-4 CD-4C CD-5 CD-5C PUD-R
PU-MU

General Description

A small to medium sized attached or detached Principal Building which includes a flexible space for commercial use and an internally connected residential Dwelling unit above, and/or behind the flexible space.

Lot/Building Site

Building Size & Massing

Height

Per district height standards

Width

18 ft min – 36 ft max

Pedestrian Access

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Width	Per district lot/building site width
-------	--------------------------------------

Number of Units

Units per building	1 residential unit per 1 flexible space
--------------------	---

Allowed Private Frontages

Stoop	P
-------	---

Terrace/Lightwell	P
-------------------	---

Shopfront	P
-----------	---

Officefront	P
-------------	---

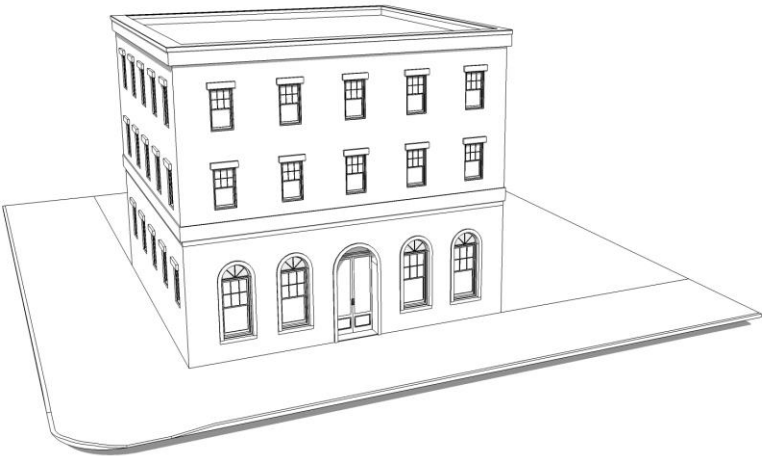
Main Entrance	Principal frontage
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Vehicle Access & Parking

Parking may be accessed from an Alley, Thoroughfare or internal drive at frontage

COMMERCIAL

TABLE 4.3.8.B PRINCIPAL BUILDING TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-4 CD-4C CD-5 CD-5C SD-INT
PUD-MU

General Description

A small to medium sized attached or detached non-residential building, typically designed to facilitate

Building Size & Massing

Height

Per district height standards

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

pedestrian-oriented Retail/Personal Service/ Repair/
Art/ Artisan Uses and Office Uses.

Lot/Building Site

Width	Per district lot/building site width
-------	---

Number of Units

Units per Building	Unrestricted, except as may be due to building code
--------------------	---

Allowed Private Frontages

Stoop	P
-------	---

Terrace/Lightwell	P
-------------------	---

Shopfront	P
-----------	---

Officefront	P
-------------	---

Width

Per district lot/building site width and side
setback/ yard standards

Pedestrian Access

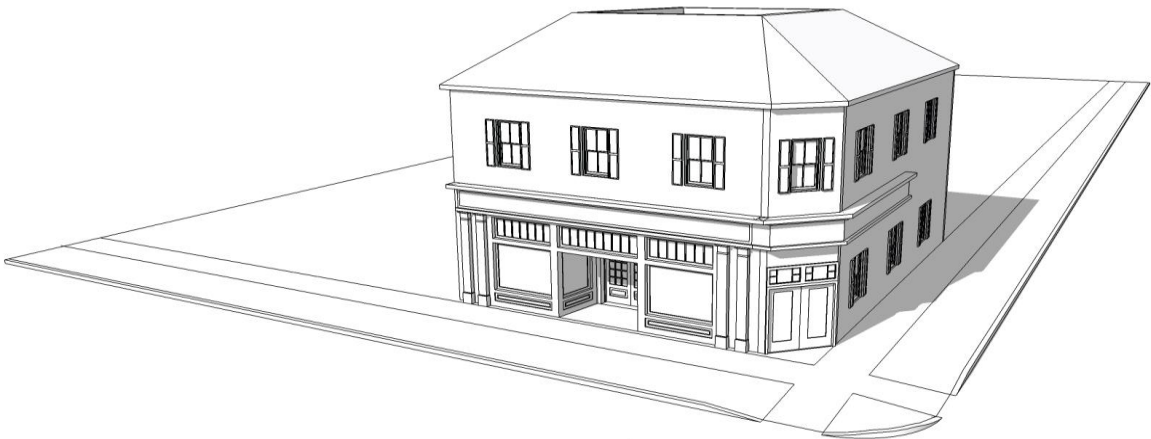
Main Entrance	Principal Frontage
---------------	--------------------

Vehicle Access & Parking

Parking may be accessed from an Alley, a Thor-
oughfare, or internal drive at frontage

MIXED-USE

TABLE 4.3.8.B PRINCIPAL BUILDING TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-4 CD-4C CD-5 CD-5C PUD-MU

General Description

A typically attached Principal Building which provides a vertical and/or horizontal mix of uses typically designed to facilitate pedestrian-oriented Retail/ Personal Service/ Repair/ Art/ Artisan, Accommodations/ Lodging, or Office uses on the ground floor, with upper floors typically designed for residential or office uses.

Building Size & Massing

Height

2 stories min, 3 stories max in CD-4, CD-5 per district height

Width

Per district lot/building width and yard/side setback standard

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Lot/Building Site

Width	Per district lot/building site width
-------	--------------------------------------

Number of Units

Units per Building	2 min., which must accommodate Principal Uses
--------------------	---

Allowed Private Frontages

Stoop	P	Terrace	P
Forecourt	P	Officefront	P
Terrace/Lightwell	P	Gallery*	P
Shopfront	P	Arcade*	P

*Only used in conjunction with a shopfront or officefront type

Pedestrian Access

Ground floor	Principal Frontage
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Upper floor	Principal or secondary
-------------	------------------------

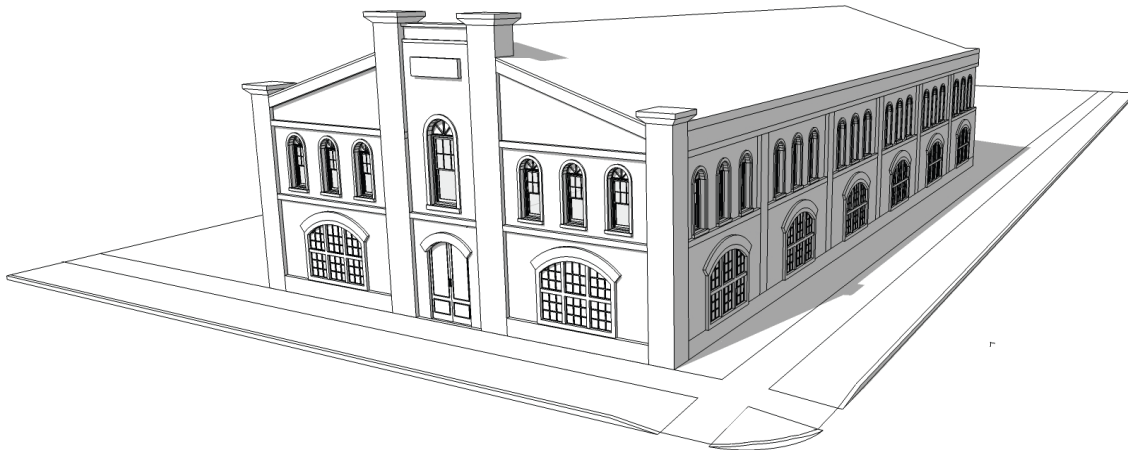
Upper floors must be accessed by a common entry

Vehicle Access & Parking

Parking may be accessed from an Alley, Thoroughfare, or internal drive at frontage

FLEX

TABLE 4.3.8.B PRINCIPAL BUILDING TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-4 CD-4C CD-5 CD-5C SD-INT SD-LI SD-HI PUD-MU

General Description

A typically attached Principal Building which provides a vertical and/or horizontal mix of uses typically designed to facilitate pedestrian-oriented Retail/ Personal Service/ Repair/ Art/ Artisan, Accommodations/ Lodging, or Office uses on the ground floor, with upper floors typically designed for residential or office uses.

Lot/Building Site

Width Per District lot/building site width

Building Size & Massing

Height

2 stories min, 3 stories max in
CD-4, CD-5 per district height

Width

Per district lot/building width
and yard/side setback standard

Pedestrian Access

Ground floor Principal Frontage

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Number of Units

Units per building 2 min, which must accommodate different principal uses

Allowed Private Frontages

Stoop	P	Terrace	P
Forecourt	P	Officefront	P
Terrace/Lightwell	P	Gallery*	P
Shopfront	P	Arcade*	P

*Only used in conjunction with shopfront or officefront type

Upper floor Principal or secondary frontage

Upper floors must be accessed by a common entry

Vehicle Access & Parking

Parking may be accessed from an alley, thoroughfare, or internal drive at frontage

MID-RISE

TABLE 4.3.8.B PRINCIPAL BUILDING TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-5 CD-5C SD-LI PUD-MU

General Description

An attached or detached building that may provide a vertical and/or horizontal mix of uses designed to facilitate a pedestrian-oriented Retail/ Personal Service/ Repair/ Art/ Artisan Accommodations/ Lodging, Commercial, or Office uses on the ground floor, with upper floors designed for Residential or Office use. The ground floor of a Mixed Use building must be occupied by a Retail / Personal Service /Repair/Art / Artisan, Accommodations / Lodging, or Office use along all Façades.

Lot/Building Site

Width	Per District lot/building Site Width
-------	--------------------------------------

Building Size & Massing

Height

4 stories min, 5 max per district table 4.3.1

Width

Per district lot/building site width and side yard/ setback standards

Pedestrian Access

Ground Floors	Principal Frontage
---------------	--------------------

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Number of Units

Units per Building 2 min, which may be residential or non-residential

Allowed Private Frontages

Stoop	P	Terrace	P
Forecourt	P	Officefront	P
Terrace/Lightwell	P	Gallery*	P
Shopfront	P	Arcade*	P

*Only used in conjunction with Shopfront or Officefront type

Upper Floors	Principal or secondary frontage
--------------	---------------------------------

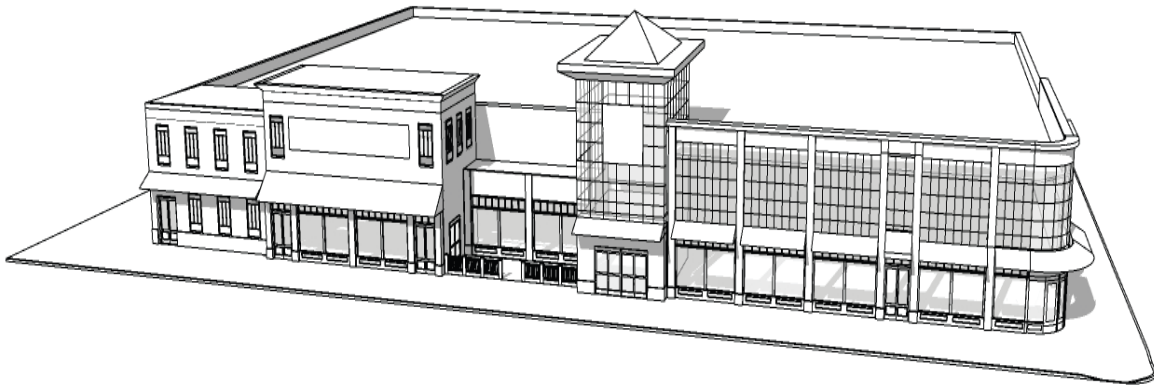
Upper floors must be accessed by common entry

Vehicle Access & Parking

Parking may be accessed from an alley, thoroughfare, or drive at frontage

LARGE SCALE COMMERCIAL

TABLE 4.3.8.B PRINCIPAL BUILDING TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-4C CD-5C SD-INT SD-LI PUD-MU

General Description

A building of 50,000 square feet, or more, that is most commonly associated with a large-format retailer. It has in-line Retail or Liner Buildings along the front of the building.

Lot/Building Site

Width Per District lot/Building site width

Building Size & Massing

Height

Per district height standards

Width

Per district lot/building site width and side yard/ setback standards

Pedestrian Access

Ground floors Principal frontage

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Number of Units

Units per Building Not regulated

Allowed Private Frontages

Stoop	P	Terrace	P
Forecourt	P	Officefront	P
Terrace/Lightwell	P	Gallery*	P
Shopfront	P	Arcade*	P

*Only used in conjunction with Shopfront or Officefront type

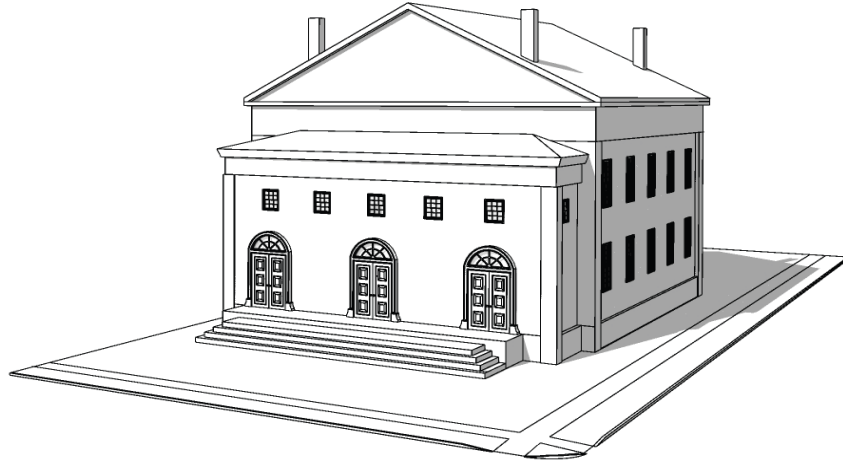
Upper floors	Principal or secondary frontage
--------------	---------------------------------

Vehicle Access & Parking

Parking may be accessed from an alley, thoroughfare, or internal drive at frontage

CIVIC

TABLE 4.3.8.B PRINCIPAL BUILDING TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-2 CD-3L CD-3 CD-4 CD-4C CD-5 CD-5C
SD-LI SD-HI SD-INT PUD-R PUD-MU CV

General Description

A medium to large-sized attached or detached Principal Building which is operated by a not-for-profit organization or governmental entity dedicated to Civic activities, and is designed to stand apart from its surroundings due to the specialized nature of its Civic purpose. Examples include Libraries, Places of Worship, Places of Assembly, Courthouses, City Halls, schools, centers of government, Performing Arts Venues, and Museums. Civic buildings are often the most prominently sited and architecturally significant Buildings in a community.

Lot/Building Site

Building Size & Massing

Height

The height of Civic Buildings should be limited to 20 additional feet above the maximum allowed height in any adjacent district.

Width

Not Regulated.

Pedestrian Access

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Width

N/A

Except as specifically provided in this chapter, Civic Buildings are not subject to Building lot/Building site or Private frontage requirements of this chapter.

Number of Units

N/A

Vehicle Access & Parking

Parking may be accessed from an Alley, Thoroughfare, or internal drive at frontage.

B. Manufactured Homes.

1. No Manufactured Home shall be placed on any Lot or Building Site within a Residential District, unless it is used actively for Residential purposes, except as provided in Section 4.3.8. A.2.
2. Non-Residential use of a Manufactured Home may be permitted as a Temporary Use as a construction office during construction, subject to issuance of an annual permit by the Zoning Administrator subject to limitations pursuant to Section 4.3.9.E and **Table 4.3.9.A-3 (Temporary Uses)**.
3. Pursuant to TCA. Section 13-24-201, the provisions of Section 4.3.8.A shall not apply to Double-Wide Manufactured Homes used as single-family residences, which shall instead be considered a single-family homes; provided that, pursuant to TCA. § 13-24-202, such Double-Wide Manufactured Homes must have the same general appearance as required for site-built homes and shall comply with all standards and requirements of this Ordinance.

4.3.8 USES

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

A. General.

1. Buildings, Lots, and Building Sites must comply with the Use standards and requirements of this Section 4.3.9. For Development Parcels, the mix of Principal Uses in each District is further regulated under Section 5.1.11.
2. Principal Uses, Accessory Uses, and Temporary Uses are Permitted by Right (“P”), Permitted Subject to Limited Use Standards (“PL”), as Conditional Uses (“CU”), or Not Permitted (“NP”) within each District, in each case as indicated in **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses)**, **Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses)**, and **Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses)**.
3. Principal Uses, Accessory Uses, or Temporary Uses, as applicable, of Buildings, Lots, and Building Sites, which are indicated in **Table 4.3.9.A-1 (Building & Lot Principal Uses)**, **Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses)**, or **Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses)** as Permitted (“P”), Permitted Subject to Limited Conditions (“PL”), or as Conditional Use (“CU”), are permitted within each District, subject to compliance with all applicable standards, conditions and requirements thereof and obtaining all applicable approvals and permits therefor, including without limitation in the case of Uses Permitted Subject to Limited Use Standards (“PL”) and Conditional Uses (“CU”), compliance with the applicable Use standards of Section 4.3.11.D, and in the case of Conditional Uses (“CU”), Board of Zoning Appeals approval pursuant to Article 8 (Administrative, Procedural, and Enforcement).
4. Accessory Uses of Buildings, Lots, and Building Sites in each District must conform to the Accessory Uses specified on **Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses)** for such District and are subject to compliance with all other applicable standards and requirements of this Ordinance.
5. Temporary Uses of Buildings, Lots, and Building Sites in each District must conform to the Temporary Uses specified on **Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses)** for such District and are subject to compliance with all other applicable standards and requirements of this Ordinance.
6. Without limitation, Accessory Uses must be subordinate and customarily incidental to a permitted Principal Use on the Lot.
7. If multiple Principal Uses are allowed within a District, they may exist within a single Building, Lot, or Building Site, subject to compliance with all other applicable standards and requirements.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD - 5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD - R	PUD-MU	CV
Farming	PL	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Greenhouse	PL	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Other Agricultural Uses Not Listed Under any Use Category	PL	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Sand, Stone, and Gravel Quarrying	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Other Extractive Uses Not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
House for Single-Family Dwelling	P	P	P	P	P	P	NP	NP	NP	NP	NP	P	NP	NP
Attached Dwelling - Duplex for 2-Family Dwelling	NP	NP	PL	PL	PL	PL	NP	NP	NP	NP	NP	NP	NP	NP
Attached Dwelling -Townhouses	NP	NP	NP	PL	PL	PL	PL	NP	PL	NP	NP	PL	PL	NP
Attached Dwelling -Small Multi-family Building	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	PL	PL	NP
Attached Dwelling -Large Multi-family Building	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	PL	PL	NP
Attached Dwelling -Residence Portion of a Live/Work, Mixed-Use, or Flex Building, if Building Type permitted in District	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	PL	PL	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD-5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD-R	PUD-MU	CV
Attached Dwelling -Assisted Living Apartment	NP	NP	NP	PL	PL	PL	PL	NP	NP	PL	NP	NP	PL	NP
Attached Dwelling -Independent Living Apartment	NP	NP	NP	PL	PL	PL	PL	NP	NP	PL	NP	NP	PL	NP
Retirement Community or other Congregate Living Facility with individual Dwelling Units	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	PL	PL	NP
Manufactured Home	PL	PL	PL	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Manufactured Home- Class A	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Manufactured Home Park	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Other Household Living Uses Not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	PL	NP	NP	NP	NP	NP	NP
Adult Care Home	P	P	P	P	P	NP	NP	NP	NP	NP	NP	P	NP	NP
Boarding or Rooming House, not including Group Home for Persons with Disabilities	NP	NP	NP	NP	NP	P	P	NP	P	P	NP	NP	NP	NP
Dormitory not associated with Educational Institution	NP	NP	NP	PL	PL	PL	PL	NP	NP	PL	NP	NP	NP	NP
Fraternity or Sorority House	NP	NP	NP	PL	PL	PL	PL	NP	NP	PL	NP	NP	NP	NP
Group Home for Persons with Disabilities or other Group Living Home	P	P	P	P	P	NP	NP	NP	NP	NP	NP	P	NP	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD-5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD-R	PUD-MU	CV
Monastery or Convent	NP	NP	NP	PL	PL	PL	PL	NP	NP	PL	NP	NP	NP	NP
Orphanage	NP	NP	NP	PL	PL	PL	PL	NP	NP	PL	NP	NP	NP	NP
Other Group Living Uses not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Civic Building	NP	P	P	P	P	P	NP	NP	NP	NP	NP	NP	NP	P
Philanthropic Institution	NP	NP	NP	P	P	P	P	NP	NP	NP	NP	NP	P	P
Recreation Facility (Civic)	NP	P	P	P	P	P	P	P	NP	P	NP	P	P	P
Other Community Service Use Not Listed Under any Use Category	NP	NP	NP	P	P	P	P	P	NP	P	NP	P	P	P
Adult Day Care Facility (Civic)	P	P	P	P	P	P	P	P	P	P	NP	P	P	P
Children Day Care Facility (Civic)	P	P	P	P	P	P	P	P	P	P	NP	P	P	P
Group Day Care or Family Day Care or Facility (Civic)	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL	NP	PL	PL	PL
Other Day Care Facility Use (Civic) Not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Correctional Facilities	NP	NP	NP	NP	NP	NP	NP	NP	CU	CU	CU	NP	NP	CU
Other Government Facility Use (Civic) Not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	P

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD-5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD-R	PUD-MU	CV
Civic Space – Community Garden	P	P	P	P	P	P	NP	P	P	P	NP	P	P	P
Civic Space – Green	NP	P	P	P	P	P	NP	P	P	P	NP	P	P	P
Civic Space – Square or Plaza	NP	NP	NP	P	P	P	NP	NP	NP	NP	NP	NP	P	P
Civic Space – Park or Playground	P	P	P	P	P	P	NP	P	P	P	NP	P	P	P
Civic Space - Sports Field	NP	P	P	P	NP	NP	NP	P	NP	P	NP	P	NP	P
Other Civic Space Use Not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Botanical Garden	P	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P
Nature Preserve	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Recreational Trail	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Game Preserve	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Wildlife Management Area	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Refuge	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Wild Animal Sanctuary	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Water Conservation Area	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Reservoir	P	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Drainage Well	P	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Water Supply	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD-5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD-R	PUD-MU	CV
Water Well	P	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Zoo	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Other Open Space Use Not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Place of Worship or other Religious Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Cemetery / Mausoleum / Columbarium / Memorial Garden	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Funeral Services	NP	NP	NP	P	P	P	P	NP	NP	NP	NP	NP	P	P
Fire / EMS Station	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Police Station	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Adult Continuing Education	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Personal Improvement Education	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Business, trade, or vocational school, other than Truck Driving School	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Truck Driving School	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Pre-School or Nursery School	P	P	P	P	P	P	P	NP	P	P	NP	P	P	P
Kindergarten	P	P	P	P	P	P	P	NP	P	P	NP	P	P	P
Elementary School	P	P	P	P	P	P	P	NP	P	P	NP	P	P	P

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD-5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD-R	PUD-MU	CV
Middle School	P	P	P	P	P	P	P	NP	P	P	NP	P	P	P
High School	P	P	P	P	P	P	P	NP	P	P	NP	P	P	P
College or University	NP	NP	NP	P	P	P	P	NP	P	P	P	NP	P	P
Community College	NP	NP	NP	P	P	P	P	NP	P	P	P	NP	P	P
Graduate / Professional School	NP	NP	NP	P	P	P	P	NP	P	P	P	NP	P	P
Nursing or Medical Schools not accessory to a Hospital	NP	NP	NP	P	P	P	P	NP	P	P	P	NP	P	P
Seminary	NP	NP	NP	P	P	P	P	NP	P	P	P	NP	P	P
Other Educational Use Not Listed in any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Hospital	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	NP	PL	PL
Rehabilitation Facility or Center for Observation	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	NP	PL	PL
Other Health Care Institution Use Not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Long Term Care Facility	NP	NP	NP	PL	PL	PL	PL	NP	NP	PL	NP	NP	PL	NP
Continuum of Care Facility	NP	NP	NP	PL	PL	PL	PL	NP	NP	PL	NP	NP	PL	NP
Bed & Breakfast	P	NP	NP	P	P	P	P	NP	NP	NP	NP	NP	P	NP
Extended Stay Hotel	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	NP	NP	NP	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD-5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD-R	PUD-MU	CV
Inn	P	NP	NP	P	P	P	P	NP	NP	NP	NP	NP	P	NP
Hotel, not including Extended Stay Hotel	NP	NP	NP	PL	PL	PL	PL	NP	PL	NP	NP	NP	PL	NP
Motel	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	NP	NP	NP	NP
Short-Term Rental Unit	NP	NP	NP	PL	PL	PL	PL	NP	NP	NP	NP	NP	NP	NP
Other Accommodation / Lodging Uses Not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Adult Day Care Facility (non-Civic)	P	P	P	P	P	P	P	P	P	P	NP	P	P	NP
Child Care Facility (non-Civic), excluding Child Care in Home	P	P	P	P	P	P	P	P	P	P	NP	P	P	NP
Children's Day Camp (non-Civic)	P	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Group Day Care Facility, Family Day Care Facility or other Group Care Facility (non-Civic)	NP	NP	NP	CU	CU	CU	CU	NP	CU	CU	NP	CU	CU	NP
Hospice (non-Civic)	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Retirement Center or Life Care Community without individual Dwelling Units (non-Civic)	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Other Personal & Group Care Facilities Use Not Listed Under any Use Category (non-Civic)	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Bowling Alley	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD-5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD-R	PUD-MU	CV
Game Arcade	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Gymnastics Facility	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Commercial Indoor Athletic Training Facility	NP	PL	PL	PL	P	P	P	NP	P	P	NP	NP	P	NP
Indoor firing range	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	NP	NP	NP	NP
Indoor Sports Academy	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Membership Club or Lodge	P	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Movie or other Theater	NP	NP	NP	P	P	P	P	NP	P	NP	NP	NP	P	NP
Pool Hall	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Recreation Facility (non-Civic)	NP	P	P	P	P	P	P	NP	P	P	NP	P	P	NP
Skating rink	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Social Club, Lodge, or Organization (non-Civic)	NP	CU	CU	P	P	P	NP	NP	P	P	NP	NP	P	NP
Other Commercial Indoor Recreation Use Not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Group Assembly (non-Civic)	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	NP	PL	NP
Other Commercial Group Assembly Use (non-Civic) Not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Amphitheater	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	NP	PL	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD-5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD-R	PUD-MU	CV
Sports Field	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	NP	PL	NP
BMX Bicycle Park	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	NP	NP	NP	NP
Campground	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	NP	NP	NP	NP
Drive-in Theater	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	NP	NP	NP	NP
Firing Range such as Rifle Range, Archery Range, Handgun, or Skeet Shooting	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL	NP	NP	NP
Golf Course, Country Club, Swim Club, and Tennis Club	PL	PL	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Marina / Boating Facility	PL	PL	PL	PL	PL	PL	PL	PL	NP	NP	NP	PL	PL	NP
Recreational Vehicle (RV) Park	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	NP	NP	NP	NP
Paintball Park	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	NP	NP	NP	NP
Outdoor Entertainment Activity such as Batting Cage, Golf Driving Range, Amusement Park, Miniature Golf Facility	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	NP	NP	NP	NP
Skateboard Park	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	NP	NP	NP	NP
Stadium / Arena	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL	NP	NP	NP	NP
Summer Camp (overnight)	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	NP	NP	NP	NP
Swimming Pool	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL	NP	PL	PL	NP
Tennis Court	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL	NP	PL	PL	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD-5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD-R	PUD-MU	CV
Water Park	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	NP	NP	NP	NP
Other Commercial Outdoor Recreation Use Not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Parking Lot	NP	NP	NP	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL
Parking Structure	NP	NP	NP	P	P	P	P	NP	P	P	P	NP	P	P
Restaurant or other Food Service Business without Drive-Through	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Small-scale Catering Establishment without Drive-Through	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Drive-in Restaurant and Any Restaurant with Drive-Through	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	NP	PL	NP
Bar, Tavern, or Nightclub	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	NP	PL	NP
Alcoholic Beverage Retail Sales	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Artisan Establishment, with or without Retail Sales, & without Drive-Through	NP	NP	NP	P	P	P	P	NP	NP	P	NP	NP	P	NP
Arts-Related Uses	NP	NP	NP	P	P	P	P	NP	NP	P	NP	NP	P	NP
Convenience Store with Gasoline Sales Facility without Drive-Through	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	PL	NP	PL	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD-5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD-R	PUD-MU	CV
Retail, Personal Service, Repair, Arts, or Artisan Establishment with Drive-Through	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	NP	PL	NP
Food Truck Court	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	NP	NP	NP
Personal Services, other than Motor Vehicle Body Shop, and Motor Vehicle Maintenance, Repair, Fuel Sales, Service, or Cleaning, without Drive-Through	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Repair Services, other than Motor Vehicle Body Shop, and Motor Vehicle Maintenance, Repair, Fuel	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Retail Membership Club	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Retail Food Sales, with or without on-premises preparation or processing, without Drive-Through	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Retail Sales, Rental, or Leasing, other than Motor Vehicle - Related Uses, Retail Food Sales, Retail Membership Club, Restaurant, and Warehouse Retail	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Other Retail Sales, Rental, or Leasing Not Listed Above without Drive-Through	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Veterinary Clinic, Animal Hospital, or Non-Agricultural Kennel	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD-5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD-R	PUD-MU	CV
Other Personal Service or Repair Uses Not Listed Under any Use Category	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Other Art or Artisan Uses Not Listed Under any Use Category without Drive-Through	NP	P	P	P	P	P	P	NP	P	P	NP	NP	P	NP
Self-Service Storage Facilities	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	PL	NP	NP	NP
Motor Vehicle Body Shop	NP	NP	NP	NP	NP	NP	NP	NP	P	P	P	NP	NP	NP
Motor Vehicle Maintenance, Repair, Fuel Sales, Service or Cleaning, other than Car Wash	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	PL	NP	NP	NP
Car Wash	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	PL	NP	PL	NP
Gasoline Sales Facility or Fuel Sales	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	PL	NP	PL	NP
Motor Vehicle Sales, Rental, or Leasing	NP	NP	NP	NP	PL	NP	PL	NP	PL	PL	NP	NP	NP	NP
Motor Vehicle Storage	NP	NP	NP	NP	NP	NP	NP	NP	P	P	P	NP	NP	NP
Tire Sales	NP	NP	NP	NP	P	NP	P	NP	P	P	P	NP	NP	NP
Towing Service	NP	NP	NP	NP	NP	P	NP	P	P	P	NP	NP	NP	NP
Other Motor Vehicle -Related Use Not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Manufactured Home Sales	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	NP	NP	NP	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD-5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD-R	PUD-MU	CV
Sale of building and construction materials, special trade tools, welding supplies, machine parts, electrical supplies, janitorial supplies, restaurant equipment, store fixtures,	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP	NP
Other Wholesale Sales Uses Not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP	NP
Business Office, Business Incubator or Professional Office	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Conference Center or Office with Conference Center (non-Civic)	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Co-Working Space	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Financial Institution or Financial Services	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Office with Drive-Through Facilities	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	NP	PL	NP
Non-Banking Financial Institution	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	NP	PL	NP
Radio / Television / Recording Studio or Station without Communications Tower	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Other Business / Government / Non-Profit Office Uses Not Listed Under any Use Category	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD - 5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD - R	PUD-MU	CV
Dental Office / Dental Clinic, Medical Office / Medical Clinic / Outpatient Clinic, or Medical or Dental Lab	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
Asphalt Plant or other Facilities for Manufacture and Storage of Chemicals, Petroleum Products, Explosives, and Allied Products	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL CU	NP	NP	NP
Concrete Batch or Concrete Manufacturing Plant	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL CU	NP	NP	NP
Hazardous & Low-Level Nuclear Disposal & Storage	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL CU	NP	NP	NP
Wrecking, Junk, & Salvage Yards, & Scrap Operations	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL CU	NP	NP	NP
Tile or Brick Manufacturing	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL CU	NP	NP	NP
Automobile, Truck, or Tire Man- ufacturing or Assembly	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL CU	NP	NP	NP
Ammonia or Chlorine Manufac- turing	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Metal Casting or Foundries	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Gas Manufacturing	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Metal or Metal Ore Production, Refining, Smelting, or Alloying	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD - 5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD - R	PUD-MU	CV
Petroleum or Petroleum Product Storage or Refining	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Boat, Pool, or Spa Manufacturing	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NN	NP	NP
Keeping, Selling, or Slaughtering of Animals	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Glass Manufacturing	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Paper Manufacturing	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Manufacturing of Materials into Compost	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Rail Equipment Storage / Repair	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Railroad Freight Yard	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Sawmill	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Wood or Lumber Processing	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Animal processing, Rendering, Packing, Treating, and Storage	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Livestock Slaughtering	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Processing of Food and Related Products	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Sale of Farm Equipment and Machinery and Earth Moving and Heavy Construction Equipment	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	CU	NP	NP	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD - 5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD - R	PUD-MU	CV
Production of Chemical, Rubber, Leather, Clay, Bone, Plastic, Stone, or Glass Materials or Products	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Other Heavy Industrial Not Listed in any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
Brewery, excluding Brewpubs	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Bottling Plants	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Building Systems / Construction Business	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Carpet cleaning plants or manufacturing	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Catering Service or Catering Events Establishment	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Textile Manufacturing	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Commercial bakery	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Contractor Materials Sales	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Crematorium	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Dairy Plant	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Distillery	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Distribution / Distribution Facility	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD -5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD - R	PUD-MU	CV
Dry Cleaning Plants	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Equipment Rental	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Fabrication, work, or storage on-site by building, heating, plumbing, electrical, or general contractors, and	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Food Processing plants	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Horticulture and Landscaping Services	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Ice plant	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Institutional bakeries	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Laundry Plant	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Light Manufacturing Plant	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Machine Shop / Woodworking Shop, other than Artisan Establishment	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Maintenance yard or facility	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Manufacture or assembly of equipment, instruments (including musical instrument	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Non-Hazardous Waste Treatment or Disposal	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD - 5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD - R	PUD-MU	CV
Outdoor Storage	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Printing, Publishing, and lithography	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Production of artwork	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Rail Equipment Storage / Repair	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Recycling Processing Facility	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Repair of scientific or professional instruments, electric motors;	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Regional recycling center;	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Research Laboratory / Research & Development	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Sheet metal shop	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Soft drink bottling	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Solid Waste Facility	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Warehouse / Warehousing	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Welding, machine, tool repair shop	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Winery	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD - 5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD - R	PUD-MU	CV
Woodworking, including cabinet makers and furniture manufacturing, but excluding Artisan Establishments	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Other Light Industrial Not Listed in any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Bulk storage, including nonflammable liquids, feed and grain storage	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Bus barn	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Cold storage plants, frozen food lockers,	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Household moving and general freight storage	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Separate warehouse used by Retail store such as a furniture or appliance store	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Stockpiling of sand, gravel, or other aggregate materials	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	NP	NP	NP
Transfer and storage Business with no individual storage areas or where employees are the primary movers of the goods	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Other Warehouse & Freight Movement Not Listed in any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-1 BUILDING, LOT & BUILDING SITE PRINCIPAL USE

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD - 5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD - R	PUD-MU	CV
Animal waste processing	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL	NP	NP	NP
Septic Equipment Installation, Service, or Cleaning	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL	NP	NP	NP
Landfill	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL	NP	NP	NP
Incinerator	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL	NP	NP	NP
Manufacture and production of goods from composting organic material	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL	NP	NP	NP
Recyclable material storage, including construction material	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL	NP	NP	NP
Recycling center	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	NP	NP	NP
Transfer station	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	NP	NP	NP
Recycling Station	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
Other Waste-Related Service Not Listed in any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Utility Facilities	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL
Utility Transmission Line	PL	PL	NP	NP	NP	NP	NP	NP	PL	PL	PL	PL	PL	NP
Wireless Communication Facility	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU
Other Utilities Use Not Listed Under any other Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Adult - Oriented Establishment	NP	NP	NP	NP	NP	NP	NP	NP	PL	NP	NP	NP	NP	NP

B. Uses Permitted by Right.

Principal Uses, Accessory Uses, or Temporary Uses, as applicable, of Buildings, Lots, and Building Sites, which are indicated for each District in Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses), or Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses) as Permitted ("P") are allowed by right, subject to compliance with all other applicable provisions of this Ordinance.

C. Required Uses.

1. Commercial Corridors

Within the CD-4C Character District, Principal Buildings on any Lot or Building Site located within 400 feet of a Thoroughfare with a Functional Classification of Arterial must contain a Retail Sales or Service use, Restaurant use, Arts-Related Use, or Office use for the entire ground floor. Any permitted use may be established on second, third, and fourth stories of a Principal Building.

2. Downtown Pedestrian Streets

Buildings enfronting the following rights of way must contain a retail sales or service use, restaurant use, arts-related use, or office use at the sidewalk level through the depth of the second layer for at least 80 percent of the building frontage.

- a. Public Square;
- b. North Main Street between West 4th Street and Public Square;
- c. South Main Street between Public Square and West 9th Street, inclusive of all building sites with frontage at the corners of South Main and West 9th street;
- d. North Garden Street between West 6th Street and West 7th Street, inclusive of all building sites with frontage at the corners of North Garden Street and West 6th Street;
- e. North Garden Street between West 7th Street and West 9th Street, inclusive of all building sites with frontage at the corners of South Garden Street and West 9th Street;
- f. South High Street between West 7th Street and West 9th Street, inclusive of all building sites with frontage at the corners of South High Street and West 7th Street, all building sites with frontage at the corners of South High Street and West 8th Street, and all building sites with frontage at the corners of South High Street and West 9th Street;
- g. West 7th Street between Public Square and Frierson Street, inclusive of all building sites with frontage at the corners of Frierson Street and West 7th Street;
- h. East 7th Street between Public Square and North Water Street, inclusive of all building sites with frontage at the corners of South Glade Street and East 7th Street;

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

- i. West 6th Street between North Main Street and Woodland Street, inclusive of all building sites with frontage at the corners of West 6th Street and Woodland Street;
- j. West 6th Street between North Main Street and North Garden Street; and
West 8th Street between South Garden and South Glade Street, inclusive of all building sites with frontage at the corners of West 8th Street and South Garden Street as well as all building sites with frontage at the corners of West 8th Street and South Glade Street.

D. Prohibited Uses.

1. Except as otherwise determined by the Zoning Administrator pursuant to Section 8.5.8 with respect to a Use that is not specifically listed as Permitted ("P"), Permitted Subject to Limited Conditions ("PL"), or as a Conditional Use ("CU") in **Table 4.3.9.A-1 (Building & Lot Principal Uses)**, **Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses)**, or **Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses)**, as applicable, any Use that is not specifically listed as Permitted ("P"), Permitted Subject to Limited Conditions ("PL"), or as a Conditional Use ("CU"), and any Use that is specifically listed Not Permitted ("NP") in such applicable Table or is otherwise prohibited pursuant to any other provision of the City Code, is prohibited.
2. In the CD-4C Character District, all uses listed under the heading Residential Uses Category on **Table 4.3.9.A-1** are prohibited on the entire ground floor of any Building located within 400 feet of a Thoroughfare with a Functional Classification of Arterial. Any permitted use may be established on second, third, and fourth stories of a Principal Building.

E. Uses Permitted Subject to Limited Use Standards & Conditional Uses.

1. Any Principal Use, Accessory Use, or Temporary Use shown for the applicable District as Permitted Subject to Limited Use Standards ("PL") on **Table 4.3.9.A-1 (Building & Lot Principal Uses)**, **Table 4.3.9.A-2 (Building & Lot Accessory Uses)**, or **Table 4.3.9.A-3 (Building & Lot Temporary Uses)**, is allowed subject to compliance with all applicable conditions and requirements imposed by this Section 4.3.9.D and Section 4.3.9.4.h.
2. Any Principal Use, Accessory Use, or Temporary Use shown for the applicable District as Conditional Use ("CU") on **Table 4.3.9.A-1 (Building, Lot, & Building Site Principal Uses)**, **Table 4.3.9.A-2 (Building, Lot, & Building Site Accessory Uses)**, or **Table 4.3.9.A-3 (Building, Lot, & Building Site Temporary Uses)**, is allowed subject to compliance with all applicable conditions and requirements imposed by this Section 4.3.9.E in addition to Conditional Use approval and issuance of a Conditional Use permit pursuant to Article 8 (Administration, Procedures & Enforcement).
3. The conditions, standards, and requirements of each Use Permitted Subject to Limited Use Standards or Conditional Use shall be applicable, irrespective of the Use being a Principal Use, an Accessory Use, or a Temporary Use.
4. The conditions and requirements applicable to any Use Permitted Subject to Limited Use Standards or Conditional Use shall be enforceable, and failure to comply with any condition or requirement of a Use Permitted Subject to Limited Use Standards or as a Conditional Use shall subject

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such Use Permitted Subject to Limited Use Standards or Conditional Use to revocation pursuant to Section 8.6.1.J.

5. No Use Permitted Subject to Limited Use Standards or Conditional Use shall commence or exist, or be conducted or engaged in, on any Lot or Building Site, or within any Building except in accordance with all applicable conditions and requirements for such Use, including without limitation in the case of a Conditional Use, review, approval, and issuance of a Conditional Use Permit by the Board of Zoning Appeals.
6. The following standards shall apply only to those Districts and Uses where the “PL” and / or “CU” is designated on the applicable **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses)**, **Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses)**, or **Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses)**, as applicable:
 - a. **Accessory Dwelling**
 - (1) Only one Accessory Dwelling is permitted on any Lot or Building Site.
 - (2) The Accessory Dwelling must be accessory to a House or Townhouse used for Household Living.
 - (3) If the Accessory Dwelling is not attached to the primary dwelling, it must be separated a minimum of ten (10) feet from the primary dwelling.
 - (4) In all districts except CD-2, an Accessory Dwelling may not exceed 600 square feet of habitable space; in a CD-2 Character District, an Accessory Dwelling may not exceed 1,000 square feet of habitable space.
 - (5) An Accessory Dwelling Unit may not be used for Transient accommodations or as a Short-Term Rental Unit.
 - (6) The Accessory Dwelling must share ownership and utility connections with the primary dwelling.
 - b. **Adult - Oriented Establishments** shall be permitted in accordance with the applicable Use Table, subject to the following:
 - (1) No Adult - Oriented Establishment shall be operated or maintained in the City within 1,000 feet, measured from property line to property line, of a school, religious facility, public recreation facility, or licensed day care facility.
 - (2) No Adult - Oriented Establishment shall be operated or maintained in the City within 1,000 feet, from property line to property line, of a boundary of a Residential District or a Residential Use.
 - (3) No Building or Structure associated with the Adult - Oriented Establishment shall be closer than 50 feet to a property line of an adjacent Non-Residential District or Use.
 - (4) No Adult - Oriented Establishment shall be operated or maintained in the City within 1,000 feet, measured from property line to property line, of another Adult - Oriented Establishment.

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- c. **Agricultural Activities**, except as certain enterprises that produce the majority of their income from agricultural activities may be exempted from certain zoning restrictions pursuant to TCA. Section 44-18-104(c)(4) shall be subject to the following:
- (1) Barns, feed Lot or Building Sites, pens, and stockyards may be permitted in accordance with the applicable Use Table, subject to the following:
 - a) Barns, feed Lot or Building Sites, pens and stockyards shall require a minimum separation of 200 feet from all property lines.
 - b) The location of such an activity shall be in an area sparsely developed during the length of time the Use as a stockyard or feed Lot or Building Site is anticipated;
 - c) The site area shall be a minimum of twice the minimum required for the applicable District. Sites containing outdoor animal pens shall require a minimum site area of four acres.
 - d) All proposals shall include a site plan which contains, at minimum, the following information:
 - Existing and proposed contours of the site and up to 100 feet beyond the site boundary. Contour intervals shall be at two foot intervals;
 - Location of the area in which the proposed keeping of animals is to be conducted;
 - Location of all proposed buildings, animal pens, roadways and other facilities proposed on the site;
 - Proposed method of drainage of the animal pens and any proposed waste lagoons;
 - Proposed fencing of the site; and
 - Location of all existing or platted residences on adjacent properties.
- d. **Asphalt Plants and Other Facilities for the Manufacture and Storage of Chemicals, Petroleum Products, Explosives, and Allied Products** shall be permitted in accordance with the applicable Use Table, subject to the following:
- (1) A Heavy Manufacturing Permit shall be required (See Section 8.5.22) in addition to a Conditional Use Permit.
 - (2) The boundary of the property shall be at least 1,500 feet from any Residential Use or District.
 - (3) The Use shall be totally enclosed by a security fence or wall at least 8 feet high or enclosed within a fire proof Building.
 - (4) All plans shall be reviewed by Fire and Emergency staff prior to approval in order to determine that existing services provide adequate protection for citizens.

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- (5) Any additional conditions imposed during the Heavy Manufacturing Permit or Conditional Use Permit process.
- e. **Attached Dwellings**, which includes Apartments, the Residence portion of a Live/Work Building, Mixed Use Building, or Flex Building, Multifamily Dwellings, Two-Family Dwellings, Duplexes, Rowhouses, Large Multi-family Buildings and Small Multi-Family Buildings, shall be permitted in accordance with the applicable Use Table, subject to the following:
 - (1) Within the CD-2, CD-3L, and CD-3 District no more than three (3) Duplex Buildings (each Duplex Building containing two Dwellings) may be located on any Block Face.
 - (2) Within the CD-3 District, Duplex Buildings shall have only one entrance along the frontage, with any additional exterior entrances located within the 3rd layer.
 - (3) Party walls, subject to the provisions of the Standard Building Code and National Fire Protection Association Fire Code, shall be provided along all points of attachment.
 - (4) Additional Use limitations may be applicable to specific types of Attached Dwellings.
 - (5) Within the CD-5 District buildings enfronting the rights of way identified in Section 4.3.9.C must contain a retail sales or service use, restaurant use, arts-related use, or office use at the sidewalk level through the depth of the second layer for at least 80 percent of the building frontage.
 - (6) In all districts, Townhouses shall be subject to the following limitations:
 - a) Garages, when they are provided, must be located at the rear of the Building facing an Alley or Driveway;
 - b) Individual unit parking and driveways must be located at the rear of the Building;
 - c) On-street parallel parking is permitted;
 - d) Parking Lots and Parking Areas are permitted in accordance with 4.3.9. E.6.ag and 4.3.12.
- f. **Bar, Tavern, or Nightclub** shall be permitted in accordance with the applicable Use Table, subject to the following:
 - (1) With the exception of nightclubs, taverns, or bars located within District CD-5, the applicant shall demonstrate that no pre-existing Place of Worship is located within 500 feet of the proposed nightclub or similar establishment. Measurements shall be made from the property line of the proposed night club or similar establishment and from the property line of any separate Parking Lots to be used by the nightclub or similar establishment.
 - (2) Except in District CD-5, no nightclub, tavern, or bar shall be located within 500 feet of a Residentially zoned or Residentially used property.
 - (3) No outside storage or activities shall be located on the site.

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- (4) Outdoor activities occupying no more than 400 square feet may be permitted by Administrative Adjustment.
- g. **Car Wash** shall be permitted in accordance with the applicable Use Table, subject to the following:
 - (1) No storage, repair, or sales of vehicles shall be allowed on the site.
 - (2) Provisions shall be made for an on-site drainage system to capture water used to wash vehicles. This water shall be discharged into a sanitary sewer system or another approved on-site system and shall not be discharged into the stormwater system.
 - (3) No wash bay shall face or be located in the 1st or 2nd Layer or the Frontage.
- h. **Civic Buildings** in all districts may utilize the lot occupation, building, and other standards of the Civic District listed at Table 4.3.1-U.
- i. **Concrete Batch Plants and Concrete Manufacturing Plants** shall be permitted in accordance with the applicable Use Table, subject to the following:
 - (1) A Heavy Manufacturing Permit shall be required (See Section 8.5.22) in addition to a Conditional Use Permit.
 - (2) The facility shall be at least 1,500 feet from any Residential Use or Residential District.
 - (3) The property may not be adjacent to an existing Hospital, Day Care Facility, Educational facility, Religious Facility, Long Term Care Facility, Continuum of Care Facility, or Assisted Living Facility.
 - (4) The site shall be at least four acres in size and shall have access on a major or minor thoroughfare.
 - (5) Property boundaries facing public streets shall be fenced with a six foot high fence.
 - (6) Any additional conditions imposed during the Heavy Manufacturing Permit or Conditional Use Permit process.
- j. **Correctional Facilities** shall be permitted in accordance with the applicable Use Table, subject to the following:
 - (1) In order to accommodate outdoor recreational facilities and to allow for potential building expansion, the site size for facilities located outside the CD-5 Character District shall be a minimum of one acre in size or the minimum of the District, whichever is larger; provided that County and City jail facilities have no minimum site size.
 - (2) The facility shall be at least 650 feet from the nearest property which is Residentially zoned or used.
 - (3) The facility shall not be established within 1,320 feet of a public or private school, day care, or Place of Worship.
 - (4) Site Development shall be in conformance with the landscaping and dimensional requirements of the applicable District.

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- (5) The Use requires a Conditional Use Permit, which may be denied when the Use would be detrimental to nearby properties or may add conditions or safeguards to the approval in order to protect the health and welfare of citizens.
- k. **Drive-Through Facilities** shall be permitted in accordance with the applicable Use Table, subject to the following:
 - (1) Where no street separates the Use and a Residentially zoned or Residentially used property, at least 40 feet of separation shall be maintained between such Residential property Line and the Drive-Through facility.
 - (2) Drive-through Facilities must be located in the 3rd Layer and the location of Drive-Through Facilities and associated facilities (for example: communications systems and access aisles) shall be identified on all submitted Plans.
 - (3) Any speaker systems associated with a Drive-Through Facility shall be designed and located so as not to be audible beyond the Lot or Building Site on which the Drive-Through Facility is located.
 - (4) Vehicular access to a Drive-Through Facility that is between a Thoroughfare or Internal Drive and a Building shall require a Parcel Buffer pursuant to Section 4.3.11 if such access is within 50 feet of, and visible from, the Thoroughfare or Internal Drive. Such Buffer shall be installed and maintained along the entire length of such vehicular access and the Adjacent Thoroughfare or Internal Drive
 - (5) Vehicle stacking areas shall be provided in accordance with Section 4.3.12.H.
 - (6) All other requirements for Drive-Throughs in this Code must be met.
- l. **Extractive Uses** may be permitted in accordance with the applicable Use Table, subject to the following:
 - (1) The application for the Use shall include a plan for restoration procedures once the operation ceases.
 - (2) The location of such an activity shall be in an area sparsely developed during the length of time the mining or quarrying activity is anticipated;
 - (3) Any permit or approval issued or granted hereunder shall be based on a Development Plan or other documents submitted with an application which shall provide, together with all other requirements for such Development Plan, the following:
 - (a) Existing contours of the site and up to 100 feet beyond the site boundary. Contour intervals shall be at two foot intervals.
 - (b) Location of the area in which the proposed quarrying activity is to be conducted.
 - (c) Location of all proposed buildings, crusher and screening equipment, roadways, and other facilities proposed on the site.
 - (d) Proposed method of drainage of the quarry area.

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- (e) Proposed fencing of the quarry area. Fencing shall be provided around all open excavations.
 - (f) Methods proposed for blasting. Open blasting commonly referred to as “pop shots” shall be prohibited.
 - (g) Methods proposed to control noise, vibration and other particulate matter in order to meet the performance standards as set out in this Ordinance.
 - (h) Finished contours of the site after the quarrying operation has been terminated. The site shall be graded and / or filled so as to be in substantial conformity with the topography of the surrounding lands. All fill material shall be nontoxic, nonflammable, and noncombustible solids. All areas that are back – filled shall be left so that adequate drainage is provided.
- (4) Approval for mining and quarrying activity may also include accessory concrete batching plants, asphaltic cement mixing plants and/ or rock crushing activities on the same or Abutting Lots or Building Sites, which may have directly opposing Frontages on the same public street. If such accessory activities are included on the quarry site, the total site must meet all of the Conditional Use requirements for mining and quarrying activities; however, in conditions of multiple Lots or Building Sites, the outer perimeter of the site shall be considered the Lot Line or Building Site Line;
 - (5) Before issuing a Conditional Use permit, the Board of Zoning Appeals shall require the owner of the quarry facility to execute a bond not less than \$1,000 per acre or more than \$2,000 per acre of active quarry throughout a five year period to restore the lands in the manner prescribed herein, including the removal of all Structures and machinery;
 - (6) Any permit issued hereunder shall not be for a period exceeding five years. After the expiration date of such permit, the Board of Zoning Appeals may review and grant an extension of time in the manner and procedure as prescribed for an original application.
- m. Family Day Care Facilities** shall be permitted in accordance with the applicable Use Table, subject to the following:
- (1) A maximum of 12 clients may be served at any one time.
 - (2) Overnight accommodation shall not be permitted.
 - (3) No outdoor public address systems shall be allowed.
 - (4) The facility shall contain twice the minimum Lot area for the underlying District.
 - (5) When the facility is located within a Non-Residential area, the Fire Marshall shall review the proposal prior to approval and make a recommendation.
 - (6) A client drop off area shall be provided. All required Parking shall be in the Rear Yard or Side Yards; however, required Parking may be located in the Street Yard if the Zoning Administrator finds that such Parking is safe, not detrimental to the neighborhood, accessible, and compatible with surrounding properties.

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(7) All other standards of the applicable District shall be met.

n. **Food Truck Courts** shall be permitted as a Principal Use on any Lot or Building Site in accordance with Table 4.3.9.A-1, subject to the following:

- (1) Approval of a Development Plan pursuant to Section 8.5.6. As part of the Development Plan application, the Zoning Administrator shall review the items listed below and may request review by other City of Columbia officials.
- (2) Each Food Truck operating within a Food Truck Court must hold a current Mobile Vending permit from the City of Columbia.
- (3) A designated manager must be responsible for the orderly organization of the site, the cleanliness of the site, and compliance with all City of Columbia regulations.
- (4) The Food Truck Court must be kept clear of litter and debris at all times.
- (5) Waste receptacles must be provided on site during all hours of operation.
- (6) At least 30 percent of the lot or building site area must be shared common area not utilized for Food Truck stalls or parking.
- (7) The common area shall be designed for customer use and must include designated seating for patrons.
- (8) Electrical service must be provided on-site.
- (9) Food Truck Courts on lots or building sites greater than or equal to 0.50 acres in area must provide on-site accessible restroom facilities available for both customers and employees within a permanent structure.
- (10) Food Truck Courts on lots or building sites less than 0.50 acres in area must either provide on-site accessible restroom facilities; or a written agreement granting use of restrooms within 300 feet of the Food Truck Court for customers and employees during hours of operation.
- (11) Temporary or portable toilet facilities are not permitted.
- (12) Each Food Truck shall occupy a designated Food Truck Stall.
- (13) Food Truck stalls shall conform to the dimensional standards of a parallel parking stall in Table 4.3.12.C-1 and to the off-street parking surface requirements of the applicable Character District or Special District.
- (14) There shall be at least ten feet of unobstructed clearance between each Food Truck.
- (15) Food, drink, and other merchandise must be sold directly from Food Trucks or other Mobile Vending Apparatuses.
- (16) Except in Character District CD-5, the sale of alcohol in a Food Truck Court is prohibited.

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(17) Food Truck Courts with more than five Food Truck stalls must utilize a single point of sale system associated with a business entity with a situs and current business license and in the City of Columbia.

(18) Required parking shall be provided as described at § 4.3.12.B.3; on another lot or building site within 1,320 feet of the Food Truck Court by parking agreement or easement, provided the principal use on the shared site shall maintain minimum required parking;

On street space within 1,320 feet of the Food Truck Court; or a combination of all above.

(19) The Food Truck Court operator shall provide a detailed operating plan which includes:

- a) The maximum number of Food Trucks that can operate on the site at one time;
- b) A copy of the rules of operation to which Food Trucks operating on the site must adhere;
- c) A plan for the appropriate disposal of fats, oils, and grease which prevents release into the city sanitary sewer;
- d) Hours of operation of the Food Truck Court;
- e) Contact information for the designated manager;
- f) An explanation of how required parking will be provided; and
- g) An explanation of how required restroom facilities will be provided.

(20) The Food Truck Court operator shall provide a plot or building site plan which depicts:

- a) The location of all seating areas, trash receptacles and other movable and permanent physical elements of the Food Truck Court; and
- b) All other information deemed necessary by the Zoning Administrator.

o. Fuel Sales and Gasoline Sales Facilities, including Convenience Store with Gasoline Sales Facility, shall be permitted in accordance with the applicable Use Table, subject to the following:

- (1) Fuel pumps shall be located at least 15 feet from any property line.
- (2) No outdoor storage shall be allowed.
- (3) Storage of vehicles for more than 24 hours is prohibited.
- (4) A spill prevention and counter measures plan shall be provided prior to construction plan approval that includes, at a minimum:
 - (a) Clean up procedures for fuel (or other hazardous material) spills occurring inside and outside the Building;

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- (b) Counter measures for use in preventing fuel (or other hazardous material) spills from entering the stormwater collection system;
 - (c) Routine cleanup procedures for work area and Parking Areas; and
 - (d) Washdown water shall not be permitted to enter the stormwater collection system.
- (5) Pumps shall be located in the 3rd Layer.
- (6) Within Districts CD-4, CD-4C, CD-5C, and PUD-MU, the maximum number of fuel dispensing pumps shall be eight per Lot or Building Site. Within District CD-5, the maximum number of fuel-dispensing pumps shall be eight for the entire District.
- p. **Golf Course, Country Club, Swim Club, and Tennis Club** shall be permitted in accordance with the applicable Use Table, subject to the following:
 - (1) No maintenance Building or clubhouse shall be closer than 100 feet from any Residentially zoned or Residentially used land.
- q. **Group Assembly Facilities** shall be permitted in accordance with the applicable Use Table, subject to the following:
 - (1) The locations, size and design of such facilities shall be situated so that the proposed Development shall be compatible with the Development within the surrounding area thus reducing the impact upon the surrounding area;
 - (2) The traffic generated by such facility shall be safely accommodated along major streets without traversing local minor streets; and
 - (3) When an application for a Group Assembly permit includes an amusement park, sports arena, fairground, racetrack, or similar recreational pursuits, the following requirements shall be observed:
 - (a) The minimum site area shall 25 acres;
 - (b) The minimum setback of all Structures from all public roads shall be 100 feet;
 - (c) Such facility shall be situated so that no Residentially zoned or Residentially used property is located closer than 500 feet from the Building entrance of such facility;
 - (4) Access to such facility shall be by a paved public major arterial or major collector thoroughfare. Traffic shall not be directed through Residentially zoned or Residentially used property, through areas that are Adjacent to Residentially zoned or Residentially used property, or on minor Residential streets traversing Residentially zoned or Residentially used property areas or areas that are Adjacent thereto;
 - (5) Any lighting provided at such facilities shall be designed so that no direct light falls on Adjacent Residential property; and

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- (6) Accessory Uses may be permitted in conjunction with the Principal Use of the property provided that such uses are physically designed as a part of or within the principal Structure. Such Uses may include food sales, beverage sales, gift or souvenir shops, and similar activities.
- r. **Group Living Uses** indicated on the applicable Use Table as Uses Permitted with Limited Conditions are permitted subject to following:
 - (1) The home shall be operated in a manner that is compatible with the neighborhood and shall not be detrimental to Adjacent properties as a result of traffic, noise, refuse, parking, or other activities.
 - (2) When located in a Residential neighborhood, the home shall maintain a residential appearance compatible with the neighborhood.
 - (3) The home shall meet all state requirements, and all applicable housing and building codes.
- s. **Hazardous and Low Level Nuclear Material Disposal and Storage Areas** shall be permitted in accordance with the applicable Use Table, subject to the following:
 - (1) A Heavy Manufacturing Permit shall be required (See Section 8.5.22) in addition to a Conditional Use Permit.
 - (2) The facility shall comply with all applicable State and federal regulations.
 - (3) The facility shall be located at least 1,500 feet from any Residential property.
 - (4) Maps and engineering drawings shall be provided showing proposed drainage, proposed sewer system design, the depth of the water table, soil composition, all existing surface water, and all existing uses within ¼-mile of the property line.
 - (5) The site shall be enclosed by a fence or wall at least 6 feet high. Entrance and exit shall be through a gate which shall be locked during non-business hours.
 - (6) Any additional conditions imposed during the Heavy Manufacturing Permit or Conditional Use Permit process.
- t. **Heavy Industrial Facilities, Not Otherwise Classified** may be permitted in accordance with the applicable Use Table, subject to the following:
 - (1) A Heavy Manufacturing Permit shall be required (See Section 8.5.22) in addition to a Conditional Use Permit.
 - (2) The facility shall comply with all applicable State and federal regulations.
 - (3) Any additional conditions imposed during the Heavy Manufacturing Permit or Conditional Use Permit process.
- u. **Hospitals, Rehabilitation Facilities, and Centers for Observation** shall be permitted in accordance with the applicable Use Table, subject to the following:

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- (1) The minimum Side Yards and Rear Yards for Hospitals and Centers for Observation or Rehabilitation Facility shall be 50 feet for one or two Story Buildings, increased by five feet for each Story above two Stories.
 - (2) The location and operation of such facility shall be in keeping with the character of the surrounding area and shall not have an adverse effect on the properties in the surrounding area.
 - (3) All public utilities including a Central Sewage Collection and Treatment System shall be available to the site.
- v. **Hotels, Motels, and Extended Stay Hotels** shall be permitted in accordance with the applicable Use Table, subject to the following:
- (1) The parcel shall be accessed from a Thoroughfare or Internal Drive.
 - (2) Where the property line of a Motel is Adjacent to Residentially zoned or Residentially used property, the minimum depth for the required Yard along such Adjacent property shall be 50 feet and no Structures or Parking shall be permitted in the required Yard.
 - (3) Any Accessory Uses such as restaurants and outdoor recreational activities shall not be located on the side of Adjacent to Residentially zoned or Residentially used property.
- w. **Long Term Care Facilities, Continuum of Care Facilities and Group Care Facilities** shall be permitted in accordance with the applicable Use Table, subject to the following:
- (1) The purpose(s) of the facility must be clearly established by the agency responsible and the appropriate staff services must be provided to achieve the stated purpose(s).
 - (2) Group Care Facilities accommodating from seven to 12 individuals shall have 24-hour staff and professional services in the behavioral sciences available.
 - (3) Group Care Facilities accommodating more than 12 individuals shall have resident 24-hour staff, and shall provide professional services in the behavioral sciences.
 - (4) The Planning Commission must make a written finding to the Board of Zoning Appeals regarding the foregoing requirements based on advice from such agencies as the Tennessee Department of Human Services.
 - (5) An appropriate license must be secured for any activity regulated by any public agency, including the Tennessee Department of Human Services. Any activity lawfully regulated by any public agency may be permitted for only that time period for which a valid license is obtained. Where grades or classes of approvals are granted, only the most restrictive may be permitted.
 - (6) No more than one of either a Long Term Care Facility, Continuum of Care Facility, or Group Care Facility may be permitted on a single Block.
 - (7) A Family Care Facility may not accommodate more than one individual (excluding staff) per living room.

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- (8) The home shall be operated in a manner that is compatible with the neighborhood and shall not be detrimental to Adjacent properties as a result of traffic, noise, refuse, Parking or other activities.
 - (9) The home shall maintain a Residential appearance compatible with the neighborhood.
 - (10) The home shall meet all state requirements, and all applicable housing and building code requirements.
 - (11) A Group Care Facility must contain 1,500 square feet of net floor space for the first six residents, including resident staff, and 150 square feet of net floor space per person above six residents.
 - (12) Necessary utilities including a Central Sewage Collection and Treatment System shall be available to the site.
 - (13) Group Care Facilities accommodating from seven to 12 persons, and Family Care Facilities accommodating from one to six persons shall meet all bulk regulations for a Residence in the applicable District.
 - (14) Group Care Facilities accommodating from 13 to 50 persons shall have a minimum Lot/Building Site Area of five acres. When more than 50 persons are accommodated, there shall be one additional acre is required for each ten persons accommodated.
 - (15) The minimum Side Yards and Rear Yards for Group Care Facilities accommodating 13 or more persons shall be 50 feet for a one – or two – story building, increased by five feet for each story above two.
 - (16) The Development Plan shall be subject to approval by the Planning Commission, taking into account but not limited to the following considerations:
 - (a) Compatibility with the surrounding area;
 - (b) Any adverse impact of the proposed activity on the character of the area;
 - (c) Needed fencing and screening;
 - (d) Adequate open space and recreation space if appropriate; and
 - (e) All other requirements of this Section.
 - (17) Notwithstanding the factors listed above, the Board of Zoning Appeals shall be permitted to vary the Required Yards or Setbacks and the Screening for Parking when the application involves a change in activities in existing Structures. The Development Plan shall provide for compensating features to offset any potentially adverse conditions that might be brought about by said modification to the requirements.
- x. **Manufactured Homes** shall be permitted in accordance with the applicable Use Table, subject to the following:
- (1) No person shall place a Manufactured Home on any Lot or Building Site within a Residential District, unless it is used actively for Residential purposes. Non-Residential Use of

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a Manufactured Home may be permitted as a Temporary Use subject to Section 4.3.8.B, Temporary Construction Offices.

y. **Manufactured Home Parks** shall be permitted in accordance with the applicable Use Table, subject to the following:

- (1) Applications for a Multi-family Dwelling shall be subject to the Site Development Plan Review requirements of Section 8.5.6 and shall require Planning Commission approval.
- (2) Manufactured Home Parks must be designed and constructed to the same standards as a site-built subdivision to assure a safe, healthy Residential environment.
- (3) Where permitted, Manufactured Homes within a Manufactured Home Park shall be located to minimize hazards due to possible subsidence, flood or erosion, and insect or rodent infestation.
- (4) Landscaping and Buffering shall be provided in conformance with Section 4.3.11. A planting plan shall be submitted with the final Development Plan.
- (5) Publication "NCSBCS Standard for Manufactured Home Installations" (ANSI A 225.1 – 1982), including NFPA Standard for Fire safety Criteria for Manufactured Home Installations, Sites and Communities (NFPA 501A – 1982), shall be applicable to Manufactured Home Parks, and is hereby adopted by reference.
- (6) Each Manufactured Home Park shall be served by a public water supply of adequate quantity, quality and pressure.
- (7) Adequate fire protection, as determined by the Municipal Fire Department, shall be provided for each Manufactured Home located within a Manufactured Home Park.
- (8) Each Manufactured Home within a Manufactured Home Park shall be served by a Central Sewage Collection and Treatment System.
- (9) Solid waste collection stands shall be provided for waste facilities. Such stands shall be so designed as to prevent containers from being tipped, to minimize spillage and container deterioration, and to facilitate cleaning around them. Stands shall be screened in accordance with Section 4.3.11.
- (10) Service Buildings housing sanitation and laundry facilities shall be permanent Structures complying with all applicable Ordinances and statutes regulating buildings, electrical installations, and plumbing and sanitation systems.
- (11) All Manufactured Home Stands shall be located within reasonable proximity to a fire hydrant or similar fire protection facilities.
- (12) A safe, convenient, all-season pedestrian circulation system shall be provided and maintained between locations where pedestrian traffic is concentrated. Such common walks shall have an adequate gradient and a minimum width of three feet.
- (13) Direct vehicular access to the Manufactured Home Park shall be provided by means of an abutting improved public street or way and access to each Manufactured Home site

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shall be by a permanently maintained private street or way which is protected by a permanent Easement. Sole vehicular access shall not be by an Alley.

- (14) All Vehicular Use Areas used for common access for two or more residents shall be suitably paved and maintained as a condition of approval of the Manufactured Home Park.
- (15) The limits of each Manufactured Home Site shall be marked on the ground by suitable means. Location of Manufactured Home Site limits on the ground shall be the same as shown on accepted plans.
- (16) Manufactured Homes shall have a minimum side-to-side clearance of 25 feet and a minimum end-to-end clearance of 15 feet.
- (17) There shall be a minimum distance of ten feet between the nearest edge of any Manufactured Home Stand and an Abutting Street or Internal Drive.
- (18) Each Manufactured Home Site shall be provided with an outdoor living and service area. Such area shall be improved as necessary to assure reasonable privacy and comfort. The minimum area of such outdoor living and service area shall be at least 300 square feet, with a minimum dimension of 15 feet. This area shall not be counted towards required Civic Space.

z. Manufactured Home Sales shall be permitted in accordance with the applicable Use Table, subject to the following:

- (1) The boundary of the property shall be a minimum of 500 feet from any Residentially zoned or Residentially used property.
- (2) The display area shall be set back a minimum of 25 feet from the street right-of-way and shall be Screened from the Frontage in accordance with Section 4.3.11.
- (3) In addition to the landscaping requirements in Sections 4.3.11 and 4.3.16, the following landscaping shall be provided within any Front (Street) Yard:
 - a) An evergreen hedge which is at least 24 inches in height; or
 - b) Plantings which meet the requirements for plantings under Section 4.3.9.D.6.y(5).
 - c) Storage and repair activities shall be screened from off-site views.
- (4) A minimum separation of at least 10 feet shall be maintained between display homes. Display homes which are visible off-site shall be provided with some type of material and/or landscaping around the base which will prevent open views underneath the Manufactured Home.

aa. Mobile Vending shall be permitted in accordance with Table 4.3.9.A-3, subject to the following:

- (1) Issuance of a Temporary Use Permit pursuant to Section 8.5.9.
- (2) All Mobile Vending shall be subject to the following requirements and limitations:

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- a) Access, ingress, egress, and interior vehicular or pedestrian circulation at the vending location shall not be impeded.
 - b) Mobile vendors may not obstruct corner or driveway sight triangles depicted in Tables 4.3.3.G.1 and 4.3.3.G.2.
 - c) The primary use on site shall maintain an adequate parking supply.
 - d) upon request of the Zoning Administrator or the Columbia Police Department the Mobile Vendor shall provide a written and signed agreement from the property owner, or owner's authorized agent, granting permission for the temporary use of the property, which shall include a provision for the usage of on-site restroom facilities when tables and/or chairs are incorporated.
 - e) Trash receptacle of adequate size shall be provided by the vendor.
 - f) All signage shall be on located on the mobile vending apparatus.
 - g) With the exception of special events, vending shall only take place on a hard surface conforming to Section 4.3.12.C-7 or on properties with existing non-conforming parking areas with an approved driveway entrance.
 - h) With the exception of Food Trucks, mobile vendors shall not remain on a single site for more than four (4) consecutive days.
 - i) Food Trucks and shall remain movable at all times and may not be permanently secured to the site; upon request of the Zoning Administrator, each operator of a Food Truck must show current registration to operate the apparatus on public roads and demonstrate that the apparatus is movable.
 - j) Mobile vendors must dispose of fats, oils, and grease appropriately and may not connect to city sanitary sewer.
 - k) Any Mobile Vendor serving alcohol must by licensed by the Tennessee Alcoholic Beverage Commission and must comply with all regulations related to the sale of alcohol. Restroom facilities required for employees.
 - l) Mobile Vendors operating at a location for a duration of more than four hours must have a written agreement, available upon request by the Zoning Administrator or the City of Columbia Police Department, that permits employees to have access to a restroom no more than 300 feet from the vending location during all the hours of operation.
- (3) Within Character District CD-5, Food Trucks and Pushcarts may be permitted to set up for service or to conduct business in the public right of way under the following criteria:
- a) Mobile Vending locations shall be limited to street segments designated as appropriate for Mobile Vending by the Zoning Administrator; the Zoning Administrator shall create a map of street segments designated for mobile vending at least quarterly; Mobile Vendors who set up for service in the right of way must verify allowable vending locations;

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- b) Hours of operation shall be limited to 7:00 am to 10:00 pm;
 - c) Only one parking space shall be occupied;
 - d) Such Food Truck shall be removed from the parking space each day; no Food Truck may remain in the public rights of way for more than six (6) consecutive hours;
 - e) Mobile Vendors shall not reserve, obstruct, or otherwise limit the use of parking spaces while not actually occupying the space;
 - f) The Zoning Administrator, the Department of Public Works, or the City of Columbia Police Department may direct the Mobile Vendor to vacate the right of way at any time, the Mobile Vendor must immediately comply with directions to leave a parking space;
 - g) The mobile vendor shall clearly identify the mobile vending area with traffic cones or similar device.
- (4) Within CIVIC Districts, Food Trucks may be permitted to set up for service or to conduct business under the following criteria:
- a) The Mobile Vendor holds a current Mobile Vending Permit
 - b) The City of Columbia, or a person or organization that has entered into a use agreement with the City of Columbia, has invited the Mobile Vendor to cater a community event;
 - c) The serving window of the Food Truck must face away from any right of way; and
 - d) The mobile vendor shall clearly identify the mobile vending area with traffic cones or similar device.
- (5) Except as set forth in Section 4.3.9.D.6.x(3) with respect to Character District CD-5, in order to maintain the safe movement of vehicles and pedestrians on the City's roadways, Mobile Vendors, excluding Ice Cream Truck and Canteen Truck operations, shall not be permitted to set up for service or to conduct business on any public right-of-Way.
- (6) In addition to the circumstances under which Mobile Vendors may be permitted to set up for service or to conduct business in the public right of way of Character District CD-5 under Section 4.3.9.D.6.x(5), Mobile Vendors shall be permitted to set up for service or to conduct business in Character District CD-5 for a special event that includes full or partial street closures, or mass gathering permits sanctioned by the City.
- (7) A canteen truck with a current mobile food vending permit may operate on private property or from the right of way adjacent to a construction site with an active building permit in order to cater to on-site workers: between the hours of 6:00 a.m. and 6:00 p.m. on week days; a Canteen Truck may not remain on any one site for more than one (1) hour each day; the serving window of the Canteen Truck must face private property.

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- (8) An Ice Cream Truck with a current mobile food vending permit may operate on private property or from the right of way; an Ice Cream Truck may not remain at any one location for more than 15 minutes before relocating to another location not less than one-quarter mile from the previous location; the serving window of the Ice Cream Truck must face private property.
- (9) The Zoning Administrator may revoke the annual temporary use permit found to be in violation of any provision of this Ordinance.

bb. Motor Vehicle Maintenance, Repair, Fuel Sales, Service or Cleaning, other than Car Wash shall be permitted in accordance with the applicable Use Table, subject to the following:

- (1) Fuel and oil pumps, if present, shall be at least 15 feet from property lines.
- (2) Pump island canopies shall be so located that a vertical downward projection of the edge nearest the Front Lot Line or Building Line shall not be closer than 1/2 the required yard depth for the District in which the Use is located.
- (3) Any repair, servicing, maintenance or other work on vehicles shall be conducted within an enclosed Structure.
- (4) No outdoor storage shall be allowed.
- (5) Storage of vehicles for 15 days or more shall be prohibited.
- (6) A spill prevention and counter measures plan shall be provided prior to construction plan approval that includes, at a minimum:
 - a) Cleanup procedures for spills occurring inside and outside the Building;
 - b) Counter measures for use in preventing spills from entering the stormwater collection system;
 - c) Routine cleanup procedures for work areas and Parking areas; and
 - d) Wash-down water shall not be permitted to enter the stormwater collection system.

aa. Motor Vehicle Sales, Leasing, and Rentals shall be permitted in accordance with the applicable Use Table, subject to the following:

- (1) All Junk Vehicles or inoperable vehicles or equipment shall be within a completely enclosed Building.
- (2) Vehicle or equipment repairs made on-site shall be conducted within an enclosed Structure.
- (3) Adequate on-site area shall exist for the loading and unloading of vehicles from car carriers to ensure that no such loading or unloading occurs in any Right-of-Way.
- (4) No vehicles shall be displayed in required landscaping or in Rights-of-Way.

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(5) Vehicle sales, leasing, and rental facilities shall meet the following Parking Area landscaping standards rather than those of Section 4.3.12.C:

- a) Trees shall be planted at the rate of one tree per 50 linear feet, and shrubs at the rate of one shrub per five linear feet of display area.
- b) Plants may be grouped together, provided that at least 250 square feet of contiguous growing area, not encroached upon by impervious surfaces, surrounds each planted tree.

(6) The provisions of Section 4.3.9.D.6.a shall not apply.

ab. Non-Banking Financial Institution shall be permitted in accordance with the applicable Use Table, subject to the following:

- (1) A Non-Banking Financial Institution shall be located no less than 1,320 linear feet from the property line of another property upon which another Non-Banking Financial Institution is located.

ac. On-Street Vending shall be permitted in accordance with the applicable Use Table, subject to the following:

- (1) Issuance of a Temporary Use Permit pursuant to Section 8.5.9.

ad. Outdoor Display shall be permitted in accordance with the applicable Use Table, subject to the following:

- (1) Outdoor Display shall be permitted only through the Administrative Adjustment process in Section 8.5.8.
- (2) A binding site plan illustrating the extent of the permitted area for outdoor display shall be required.
- (3) Vehicles for sale, lease or rent as part of a properly permitted Use (including boats and manufactured housing) shall not be considered merchandise, material or equipment subject to the restrictions of this Section.
- (4) Plant material at a Plant Nursery or Plant Nursery with Landscape Supply shall not be considered merchandise, material or equipment subject to the restrictions of this Section.
- (5) Waste generated on-site and deposited in ordinary refuse containers shall not be subject to the restrictions of this Section.
- (6) Temporary uses permitted by these zoning regulations are not subject to the requirements of this Section.
- (7) The requirements of this Section do not supersede any previously issued Conditional Use or special exception for outdoor display or storage.
- (8) The outdoor location of soft drink or similar vending machines shall be considered outdoor display where the location is visible from Adjacent Residential Development.

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- (9) Outdoor acceptance of payment or other remittance (including cash registers or similar devices) shall not be permitted, except for activities permitted through a Temporary Use permit.
- ae. **Outdoor Recreation** shall be permitted in accordance with the applicable Use Table, subject to the following:
 - (1) The use shall have direct access from a major or minor thoroughfare.
 - (2) Food sales shall be provided for patrons of the recreational activity only.
 - (3) Passive recreational activities may use alternative Parking surfaces as approved by the City Engineer.
- af. **Outdoor Storage**, where permitted by this Ordinance, shall be located at least 15 feet from the public right-of-way and any Abutting Residential Use or Residential District. All areas utilized for outdoor storage should be screened from view from the public right-of-way.
- ag. **Parking Lots** shall be permitted in accordance with the applicable Use Table, subject to the following:
 - (1) No storage, repair, or sales of vehicles shall be allowed on the site.
 - (2) A wall or continuous evergreen hedgerow of at least 24 inches and fence no more than 48 inches in height shall be placed around the perimeter of the Parking area to prevent Encroachment of vehicles into the surrounding area. Openings for pedestrian and vehicular access are permitted.
 - (3) Compliance with all other applicable provisions of this Code related to Parking Lots.
- ah. **Self-Service Storage Facilities** shall be permitted in accordance with the applicable Use Table, subject to the following:
 - (1) Except when located within District SD-LI or SD-HI, there shall be a Parcel Buffer provided pursuant to Section 4.3.11.H, which shall include a perimeter fence no less than four feet and no more than eight feet in height. Such fence shall be Screened in accordance with Section 4.3.1.
 - (2) Barbed-wire, razor wire, or similar accoutrements may not be used on portions of the fence visible from a roadway. Acceptable materials include wrought iron, aluminum, stone, brick or other materials with similar appearance.
 - (3) One Loading Space shall be provided for each 10,000 square feet of enclosed storage area.
 - (4) When located within a PUD District, the Use shall maintain a minimum 300 foot Setback from any property line along arterial roadways.
- ai. **Short-Term Rental Units** shall be permitted in accordance with the applicable Use Table, subject to the following:

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- (1) the Short-Term Rental Unit must be in a Building originally used or designed to be used as an abode or home of a person, family, or household in either a portion of a single-family house, or an individual Dwelling Unit in a two-family Dwelling, or townhouse, which Short-Term Rental Unit is rented wholly or partially for a period of less than thirty (30) continuous days occupancy for a fee;
 - (2) the owner, defined as Single-Family Dwelling, of such Short-Term Rental Unit must reside on the premise;
 - (3) each Short-Term Rental Unit must be registered with and licensed by the City.
- aj. Townhouses or Rowhouses** shall be permitted in accordance with the applicable Use Table, subject to the following:
- (1) Party walls, subject to the provisions of the Standard Building Code and National Fire Protection Association Fire Code, shall be provided along all points of attachment.
- ak. Transfer Stations and Recycling Facilities** shall be permitted in accordance with the applicable Use Table, subject to the following:
- (1) The transfer station shall handle only waste that can be legally handled or disposed of in a solid waste landfill facility. This limitation shall not preclude use of the transfer station site for collection, processing, storage, and transfer of recyclable materials or for other waste reduction activities.
 - (2) Recycling facilities shall handle only recyclable materials for which a permit has been obtained through the appropriate regulatory agency.
 - (3) The entrance Driveway shall be located on a major thoroughfare located within 2,000 feet of an interstate highway interchange.
 - (4) There shall be at least 500 feet of separation between the facility [building and vehicular use areas adjacent to the building] and the nearest Residential Structure.
 - (5) The facility shall conform to all applicable State and federal regulations.
- al. Utility Facilities** shall be permitted in accordance with the applicable Use Table, subject to the following:
- (1) Utility Facilities in Residential areas or adjoining Residential Uses shall maintain Residential area Setbacks or Required Yards, be fenced (unless totally enclosed with a Structure), and either be screened from view or designed to have a Residential appearance.
 - (2) Expansion of Utility Facilities originally approved through the issuance of a Conditional Use Permit pursuant to Section 8.5.16 of up to 20% or 1,000 square feet, whichever is greater, may be approved administratively by the Zoning Administrator.
- am. Waste Handling Facility, Not Otherwise Classified** may be permitted in accordance with the applicable Use Table, subject to the following:
- (1) A Heavy Manufacturing Permit shall be required (See Section 8.5.22) in addition to a Conditional Use Permit.

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- (2) The facility shall comply with all applicable State and federal regulations.
- (3) Any additional conditions imposed during the Heavy Manufacturing Permit or Conditional Use Permit process.

an. Wireless Communication Facilities other than Communications Towers shall be permitted in accordance with the applicable Use Table, subject to the following:

- (1) The requirements set forth in this Section 4.3.9.D.6.n. shall govern the location of Towers that exceed, and antennas that are installed at a height in excess of 70 feet. The height limitations applicable to Buildings and Structures shall not apply to Towers and Antennas.
- (2) Antennas or Towers located on property owned, leased, or otherwise controlled by the CITY shall be exempt from the requirements of this subsection, provided a license or lease authorizing such Antenna or Tower has been approved by City Council.
- (3) This Section shall not govern any Tower, or the installation of any Antenna, that is under 70 feet in height and is owned and operated by a federally – licensed amateur radio station operator or is used exclusively for receive – only Antennas.
- (4) The following requirements must be met:
 - a) Site and landscape plans drawn to scale and landscape plans drawn to scale;
 - b) A report including a description of the Tower with technical reasons for its design;
 - c) Documentation establishing the structural integrity for the Tower’s proposed uses, certified by a professional engineer licensed in the State of Tennessee competent in such design, the general capacity of the Tower and information necessary to assure that ANSI (American National Standard Institute) standards are met;
 - d) A statement of intent whether excess space on the Tower will be leased;
 - e) Proof of ownership of the site or a copy of the owner’s authorization to use the site;
 - f) Copies of any Easements necessary to gain access or limited Development areas;
 - g) An analysis of the site containing existing topographical contours;
 - h) A written opinion from an appropriate authority that the soils and underlying materials will support the intended Structure;
 - i) Evidence that the Tower facility meets technical emissions standards set by the FCC (Federal Communication Commission);
 - j) Evidence of “Determination of No Hazard” from the FAA (Federal Aviation Administration), as well as all required FCC permit information;

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- k) Alternatives to the Tower location and why this site was selected; and
 - l) Evidence that the site complies with requirements of the NEPA (National Environmental Policy Act) in regard to impact on wildlife, endangered species, historical sites, Native American religious sites, floodplains, wetlands, high intensity white lights in Residential neighborhoods ,and frequency emissions in excess of FCC guidelines.
- (5) Towers may be built on the same Lot or Building Site with another Principal Use. A separation a minimum of the Tower height between the Tower and any other Principal Use is required in order to provide for the health, safety and welfare of individuals and Structures occupying the same site. Joint use is prohibited on a Lot or Building Site where a proposed or existing Principal Use includes the storage, distribution or sale of volatile, flammable, explosive or hazardous wastes such as LP gas, propane, gasoline, natural gas and corrosive or dangerous chemicals.
- (6) Towers 80 feet or more in height shall be located on the Lot so that the distance from the base of the Tower to any adjoining property line or supporting Structure of another Tower is a minimum of 100% of the proposed Tower height. No Variance shall be granted from this minimum setback requirement.
- (7) Except as specifically required by the FAA (Federal Aviation Administration) or the FCC (Federal Communication Commission), transmission Structures shall:
 - a) use colors such as gray, blue or green which reduce their visual impacts; provided, wooden poles do not have to be painted; and
 - b) not be illuminated, except equipment shelters may use lighting for security reasons which is compatible with the surrounding neighborhood;
 - c) not use strobe lights unless specifically required by FAA.
- (8) Any proposed Tower shall be structurally designed so as to accommodate the minimum number of foreseeable shared users.
- (9) No advertising or display is permitted on any Communication Tower.
- (10) Any Accessory Buildings or Structures shall be located a minimum of 50 feet from any adjoining property line. Except for emergency purposes, the accessory facilities may not include offices, long-term vehicular storage, other outdoor storage, or broadcast studios, unless the Use is permitted in the District.
- (11) The Tower base and equipment area shall be enclosed with a fence no less than six feet in height. Access shall be locked at all times when the site is not occupied.
- (12) Where the Tower site abuts or is contiguous to any Residential District, there shall be provided a continuous, solid Screening and it shall be of such plant material as will provide an evergreen Screen. Screening as required herein shall be not less than four feet in height at the time of planting and shall be permanently maintained.

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(13) Location on any other Structure other than a Tower (i.e., water tank, utility poles, roof tops, etc.) is permitted subject to the provisions listed above relating to a Tower location.

(14) Co – location on Towers is encouraged. The Zoning Administrator has authority to approve a co – location on an existing Tower subject to:

- a) receipt of a letter from a licensed engineer stating that the Tower is structurally adequate to handle the additional load; and
- b) the FCC technical emissions standards not being exceeded.

(15) Any Antenna or Tower that is not operated for a continuous period of 12 months shall be considered abandoned and the owner of such antenna or tower, as well as any shared user(s) of the Tower or Antenna, shall remove same within 90 days of receipt of notice from the City notifying the owner and shared user(s) of such abandonment. If such Antenna or Tower is not removed within said 90 days, the City may remove or have the Structure removed at the owner's expense.

ao. Wrecking, junk, and salvage yards shall be permitted in accordance with the applicable Use Table, subject to the following:

- (1) A Heavy Manufacturing Permit shall be required (See Section 8.5.22) in addition to a Conditional Use Permit.
- (2) The facility shall not be within 1,000 feet of Residentially zoned or Residentially used property; however, intervening highways, streets, railroads, and similar Rights-of-Ways shall be included in the 1,000-foot measurement.
- (3) The facilities shall be enclosed by a fence and shall be Screened from view. The fence shall be six-feet high, measured from the lowest point of grade. The fence shall be maintained in good condition. No stored materials shall be visible from ground level immediately outside the fence.
- (4) A spill prevention and countermeasures plan shall be provided prior to construction plan approval that includes, at a minimum:
 - a) Cleanup procedures for spills occurring inside and outside the Building;
 - b) Countermeasures to prevent spills from entering the stormwater collection system; and
 - c) Routine cleanup procedures for work areas and parking areas. Washdown water shall not be permitted to enter the stormwater collection system.
- (5) Any additional conditions imposed during the Heavy Manufacturing Permit or Conditional Use Permit process.

F. General Performance Standards for All Uses.

1. Any activity which releases smoke, particulate matter, gases or contaminants into the atmosphere shall comply with all applicable federal and State regulations.
2. All activities shall comply with the City Fire Codes.
3. All activities shall comply at a minimum with all applicable State and federal regulations as well as the appropriate County Health Department regulations and City and County fire department regulations for hazardous materials and wastes.
4. All activities shall control electromagnetic frequencies so that there is no interference in the operation of equipment off-site and no adverse effects to persons off-site.
5. Any activity which discharges material or liquids into sanitary sewers shall conform to all federal, state and local discharge and release regulations. City sanitation ordinances may also apply. The drainage of waste or stored materials onto adjacent properties or directly into creeks and watercourses or into the stormwater conveyance system is prohibited. Only uncontaminated stormwater runoff may be discharged into the stormwater conveyance system.
6. All activities shall comply with all federal and State regulations which apply to the handling, storage, and disposal of nuclear material.
7. All activities shall comply with all City regulations which pertain to the emanation of sound waves.

G. Accessory Uses.

1. Accessory Uses are Permitted by Right, Permitted Subject to Limited Use Standards, as Conditional Uses, or Not Permitted, as indicated in Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses).
2. Those Uses shown in Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses) as “P” (Permitted Accessory Use) are permitted in the applicable District, as indicated, if subordinate and customarily incidental to a permitted Principal Use existing on the Lot or Building Site.
3. Those Uses shown in Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses) as “CU” (Conditional Use) are permitted in the applicable District, as indicated, if compliant with all applicable standards, requirements and conditions of Section 4.3.9.D, and subject to issuance of a Conditional Use Permit pursuant to Section 8.5.16.
4. Those Uses shown in Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses) as “PL” (Permitted Subject to Limited Use Standards) are permitted in the applicable District, as indicated, if compliant with all applicable standards, requirements and conditions of Section 4.3.9.D.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-2 BUILDING, LOT & BUILDING SITE ACCESSORY USES

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD-5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD-R	PUD-MU	CV
Accessory Building	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Accessory Dwelling Unit	PL	PL	PL	PL	PL	PL	PL	NP	PL	PL	NP	NP	PL	PL
Accessory Garden Center	NP	NP	NP	NP	P	NP	P	NP	P	P	NP	NP	NP	NP
Parish House, Rectory, Parsonage, Monastery, or Convent on Site with Place of Worship	P	P	P	P	P	P	P	P	P	P	NP	P	NP	P
Dormitory on Site with Educational Institution	NP	NP	NP	P	P	P	P	P	P	P	NP	NP	NP	P
Hazardous Materials Storage	NP	NP	NP	NP	NP	NP	NP	NP	CU	CU	CU	NP	NP	NP
Home Occupations	P	P	P	P	P	P	P	P	P	P	NP	P	P	NP
Child Care for 4 or fewer In Home	P	P	P	P	P	P	P	P	NP	P	NP	P	P	NP
Outdoor Storage	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL	PL	NP	NP	NP
Parking Area	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Recreation, refreshment and service uses of Structures in Civic Space incidental to the Civic Principal Use	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	P
Retail Sales Accessory to Light Manufacturing or Warehouse	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	NP	NP	NP
Motor Vehicle Maintenance that is routine, periodic and incidental, if inside Garage or in 3rd	P	P	P	P	P	P	P	P	P	P	P	P	P	NP

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Layer& vehicle is owned and registered occupant of Dwelling														
Outdoor Display	NP	NP	NP	PL	PL	PL	PL	PL	PL	PL	NP	NP	PL	PL
School on site with Place of Worship	P	P	P	P	P	P	P	P	P	P	NP	P	NP	P
Seminary on site with Place of Worship	P	P	P	P	P	P	P	P	P	P	NP	P	NP	P
Solar Panels	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Sports Court, Swimming Pool, Hot Tub in 3rdLayer	P	P	P	P	P	P	P	P	P	P	NP	P	NP	NP
Tasting Room on site with Brewery, Distillery, Winery	NP	NP	NP	P	P	P	P	P	P	P	P	NP	NP	NP
Telecommunications Receiving Equipment	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Wireless Telecommunications Facility	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU

H. Temporary Uses

1. Temporary Uses indicated in Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses) as Permitted ("P") are allowed by right, subject to the issuance of a Temporary Use Permit by the Zoning Administrator.
2. Temporary Uses indicated in Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses) as Permitted Subject to Limited Use Standards ("PL") are allowed by right provided that the applicable standards and requirements are met, subject to the issuance of a Temporary Use Permit by the Zoning Administrator.
3. Temporary Uses indicated in Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses) as Conditional Use ("CU") are allowed by Conditional Use Permit, subject to compliance with the Conditional Use requirements of this Article and the issuance of a Temporary Use Permit by the Zoning Administrator.
4. Temporary Uses indicated in Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses) as Not Permitted ("NP"), not allowed as Permitted ("P") or allowed as a Conditional Use ("CU"), or otherwise prohibited by this Ordinance are prohibited as Temporary Uses.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.9.A-3 BUILDING, LOT & BUILDING SITE TEMPORARY USES

PRINCIPAL USE	CD-2	CD-3 L	CD-3	CD-4	CD-4C	CD-5	CD - 5C	SD-MHP	SD-INT	SD-LI	SD-HI	PUD - R	PUD-MU	CV
Trailers in Third Layer for Storage of Goods Associated with Commercial Principal Use, for up to 6 months with possible extension to 12 months	NP	NP	NP	CU	CU	CU	CU	CU	CU	CU	CU	NP	CU	NP
Seasonal Uses or Uses for Unusual Non- Recurrent Events, for no more than 30 days	P	P	P	P	P	P	P	P	P	P	P	P	P	P
New Subdivision Sales & Management Office, until development completion	P	P	P	P	P	P	P	P	NP	P	P	P	P	NP
Construction Office Trailer	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Mobile Vending	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

4.3.9 ENCROACHMENTS

Encroachments of Building Elements are allowed within each District and Civic District only as set forth in Table 4.3.10 Encroachments.

TABLE 4.3.10 ENCROACHMENTS

Encroachments - Required Setbacks & Yards*			
*Encroachments shall not requirements for a clear sight triangle.			
Encroachment Type	Front/Street	Side	Rear
Steps to Building Entrance	P	P	P
Open Porches, including Steps	P ≤ 25% Setback/Yard	P	P
Patios, in permitted applicable Layer	NP	P	P
Decks, in permitted applicable Layer	NP	P ≤ 25% Setback/Yard	P ≤ 25% Setback/Yard
Openwork Fire Escapes & Fire Balconies	NP	P ≤ 6 ft.	P ≤ 6 ft.
Chimney flues, sills, belt courses, cornices, buttresses eaves and other Architectural Features	P	P	P
Satellite dishes/ antennae	NP	NP	P
Mechanical equipment, including HVAC	NP	P	P
Underground utility lines, wires and associated Structures (e.g. poles)	P	P	P
Fences, hedges, walls, Shrubbery, and other landscape features	P	P	P
Parking Areas, Loading Areas and Driveways in 3rd Layer	NP	P	P
Bicycle Parking	P	P	P
Stoops	P	P	P
Balconies and Bay Windows	P	P	P
Driveways & Sidewalks	P	P	P

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Retaining walls	P ≤ 3 ft. in height	P ≤ 4 ft. in height	P ≤ 6 ft. in height
Awnings or canopies w/out support other than integral or wall support	P ≤ 6 ft.	P	P
Signs permitted by Article 7 (Signs)	P	P	P
Eaves, gutters, or Downspouts	P ≤ greater of 24" or 20% of Setback / Yard	P ≤ greater of 24" or 20% of setback / Yard	P ≤ greater of 24" or 20% of Setback /Yard
Flagpoles w/ < 1 structural ground member	P	P	P
Clothes poles or lines	NP	NP	P
Mailboxes	P	P	P
Sculptures or similar artistic Objects	P	P	P
Street furniture, such as benches, drinking fountains, trash receptacles, ash trays, & lighting standards	P	P	P

4.3.10 SCREENS, STREETSCREENS, & LOT/BUILDING SITE/PARCEL BUFFERS

A. Compliance with Standards.

Any Screen, Streetscreen, or Buffer required under this Ordinance shall comply with the applicable standards and requirements in **Tables 4.3.1-A - 4.3.1-U (District Standards)**, and this Section 4.3.11.

B. When Screening Required.

Screening of the items and conditions indicated shall be provided as required for each applicable District in **Tables 4.3.1-A - 4.3.1-U (District Standards)**, and this Section 4.3.11, except in each case, at any Driveway.

C. Location of Streetscreen.

Any Streetscreen must be located as set forth in **Tables 4.3.1-A - 4.3.1-U (District Standards)**.

D. Wall Screen / Streetscreen Material.

A Wall Screen or Streetscreen shall be constructed of the materials specified in **Tables 4.3.1-A - 4.3.1-U (District Standards)**.

E. Fence Screen / Streetscreen Material.

A Fence Screen or Streetscreen shall be constructed of the materials specified in **Tables 4.3.1-A - 4.3.1-U (District Standards)**.

F. Hedge Screen / Streetscreen Standards.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

A hedge Screen or Streetscreen shall consist of plants meeting the standards of **Tables 4.3.1-A - 4.3.1-U (District Standards)**.

G. Openings in Streetscreens.

Streetscreens shall have openings no larger than necessary to allow vehicular and pedestrian access.

H. Lot/Building Site/Parcel Buffer Requirements.

1. For Project Buffers applicable to Development Parcels, see Section 5.8.
2. If a Project Buffer exists or is required pursuant to Section 5.7, a Lot/Building Site/ Parcel Buffer is not required under this Section 4.3.11.H.
3. Except as provided in paragraph 4.3.11.H.2 or as otherwise specifically provided in this Ordinance, a Lot/Building Site/ Parcel Buffer must be provided for any new Development or Structure within Districts CD-4C, CD-5C, PUD-R, PUD-MU, or any Special District, along the common Lot, Building Site, or parcel boundary of such Development or Structure and that of any Lot, Building Site, or parcel on which a single-family Dwelling or Two-Family Detached Residential Dwelling is located. Except as otherwise specifically provided in this Ordinance, all Lot/Building Site/ Parcel Buffers required under this Article 4 must meet the following requirements:

I. Modification

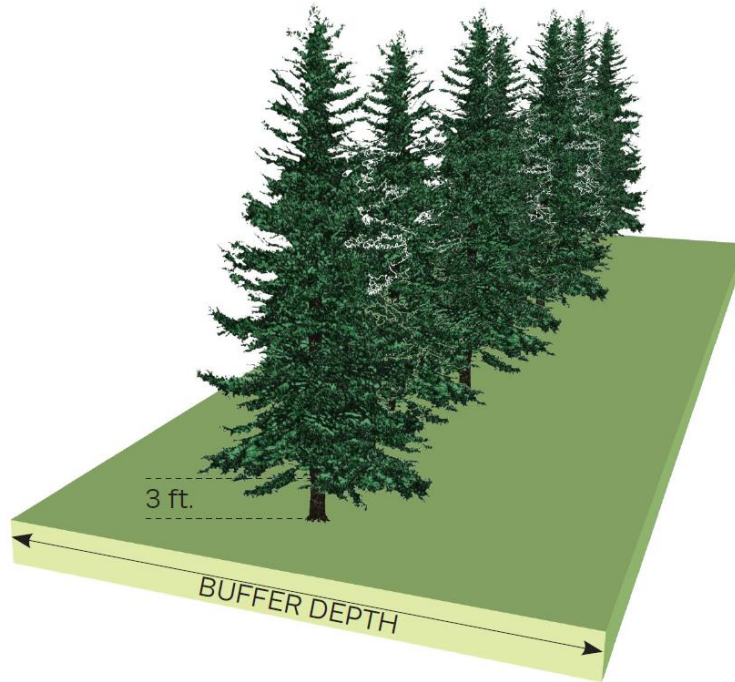
1. The Lot/Building Site/Parcel Buffer requirement at 4.3.11.H. may be modified by the Zoning Administrator upon a finding that:
 - a) a modification would be consistent with the purpose of protecting residential land uses from noise, odor, and unsightliness of adjacent higher intensity land uses;
 - b) the actual proposed use of the Lot or Building Site is not incompatible with the use of the abutting parcel;
 - c) a modified buffer, fence, or screening adequately mitigates any potential deleterious impact to abutting parcels; or
 - d) site conditions render the required buffer ineffective.
2. The applicant may appeal the Zoning Administrator's determination as described in 8.5.17.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.11.H.-1 LOT/BUILDING SITE/PARCEL BUFFER

District of New Dev/Structure	Buffer Depth	Buffer
CD-4	25 ft	Min. 90% opacity 3 ft. from ground and up; Evergreen plants ≥ 2.5 in, caliper measured 3 ft. from ground & 8 ft. tall @ installation & 20 ft. tall @ maturity, planted ≤ 10 ft. O.C
CD-4C	25 ft.	Same
CD-5C	25 ft.	Same
PUD-R or PUD-MU	75 ft.	Same
SD-MHP	50 ft.	Same
SD-INT, SD-LI, or SD-HI	100 ft.	Same

ILLUSTRATION 4.3.11.H-2 BUFFER



4.3.11 PARKING

A. General.

Within each District, all Parking Areas, Parking Structures, Parking Lots, Garages, and other Parking accommodations shall be provided, located, designed, accessed, constructed, maintained, operated, and otherwise meet the standards and requirements specified for the applicable District in **Tables 4.3.1-A– 4.3.1-U (District Standards)**, **Table 4.3.12.B (Vehicular Parking Requirements)** and **Table 4.3.12.C (Off-Street Vehicular Parking Space Dimensions)** or **Table 4.3.12.A-3 (Off-Street Compact Vehicular Parking Space Dimensions)**, except as they may be modified by the handicapped Parking regulations found in Section 4.3.12.B.9 and 4.3.12.B.10.

B. Parking Required.

- (1) Vehicular Parking shall be provided in accordance with this Section 4.3.12.B and **Table 4.3.12.B (Vehicular Parking Requirements)**, shall comply with and be located and in accordance with **Tables 4.3.1-A–4.3.1-U (District Standards)** and shall be designed in accordance with Section 4.3.12.C and **Table 4.3.12.C (Off-Street Vehicular Parking Space Dimensions)**.
- (2) Vehicular Parking required for each Lot or Building Site shall be determined based on the quantity of Principal Use(s) of the Lot or Building Site and the number of spaces available to the Lot or Building Site, as determined by Section 4.3.12.B, Section 4.3.12.4, and Table 4.3.12.B-1 (Vehicular Parking Requirements).

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

- (3) The number of spaces of Parking available to a Lot or Building Site is the sum of
- a) All spaces within the Lot or Building Site,
 - b) All spaces Adjacent to the Frontage Line on the same side of the Thoroughfare or Internal Drive as the Lot or Building Site, and
 - c) If elected by the Applicant, all spaces within the same or an Adjacent Block within a public Parking Lot or Parking Structure or by Parking agreement or Easement.
 - d) Any fractional spaces shall be rounded down to the nearest whole number.

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

Minimum Number of Spaces of Parking Available PRINCIPAL USE to Lot Per Unit of Measurement	
AGRICULTURAL & EXTRACTIVE USES CATEGORY	
Agricultural	
Any Agricultural Use	Not Regulated

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

Extractive	
Any Extractive Use	Not Regulated
RESIDENTIAL USES CATEGORY	
Household Living	
Attached Dwellings, except Two Family Dwelling	2 per Dwelling Unit in PUD-R & PUD-MU; 1.5 per Dwelling Unit in other Districts
Residence Portion of a Live/Work, Mixed-Use, or Flex Building	1.5 per Dwelling Unit
Single-Family Detached Dwelling	2 per Dwelling Unit, plus 1 per any rented room
Two Family Dwelling	2 per Dwelling Unit
Group Living	
Group Living Home	2 per Group Living Home + 1 per each Counselor
Other Residential Use Not Listed Under Any Use Category	1.5 per Dwelling Unit
CIVIC USES CATEGORY	
Community Service	
Auditorium (Civic)	1 per 200 square feet of total Usable Floor Area
Civic Building	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Civic Space- Community Garden, Green, Square, Plaza, Park, Playground, Sports Field	1 per 5,000 square feet of grass land area
Club or Lodge (Civic)	1 per 1,000 square feet of total Usable Floor Area
Conference/ Convention/ Exhibition Center	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Courthouse	1 per employee plus 1 per every 3 seats of seating available to the public in the courtrooms
Food Distribution Center (Civic)	1 per 1,000 square feet of total Useable Floor Area
Gallery/ Museum	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Library	1 per 100 square feet of seating area

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

Parking Lot/ Parking Structure (Civic)	Not Regulated
Performing Arts Venue	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Place of Assembly	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Post Office	1 per 500 square feet of Usable Floor Area
Recreation Facility (Civic)	1 per 200 square feet of activity Usable Floor Area + 1 per 200 square feet of gross swimming water surface area + 2 spaces per tennis court + 5 spaces per basketball court + 15 spaced per athletic field
Sports Venue	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Transit Shelter	Not Regulated
Transit Station or Terminal	Transit vehicle storage space + 1 per 50 feet of waiting area + 1 per 2 employees
Day Care Facilities (Civic)	
All Day Care Facilities (Civic)	1 per employee + 1 per 10 clients accommodated
CIVIC USES CATEGORY CONTINUED	
Government Facilities	
Correctional Facilities	1 per employee and 1 per 20 inmates
Other Government Facility Use not listed under any Use Category	1 per employee + 1 per 500 square feet of public Usable Floor Area
Open space	
Any Open Space, excluding Civic Space	Not Regulated
Religious Facilities	
Any Place of Worship or other Religious Facility	1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Other Civic Uses	
Other Civic Use not listed under any Use Category	Not Regulated

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS	
Minimum Number of Spaces of Parking Available PRINCIPAL USE to Lot Per Unit of Measurement	
CIVIL SUPPORT USES CATEGORY	
Cemetery/ Funeral Services	1 per full time employee + 1 per 40 square feet of public Usable Floor Area
Fire/ EMS Station or Police Station	Not Regulated
EDUCATIONAL USES CATEGORY	
Adult Education/ Personal Improvement/ Business, Trade & Vocational Schools	
Adult Continuing Education	1 per Teacher or other staff + .50 per Student seat
Business, Trade, or Vocational School other than truck driving	1 per Teacher or other staff + .50 per Student seat
Personal Improvement Education	0.50 per Student seat + 1 per Teacher or other staff
Truck Driving School	1 per Teacher or other staff + 1 per Student
Pre-school/ Primary/ Intermediate/ Secondary Schools	
Pre-school	1 per Teacher or other staff + 1 per 20 Students
Kindergarten	1 per Teacher or other staff + 1 per 20 Students
Elementary School	1 per Teacher or other staff + 1 per 20 Students
Middle School	1 per Teacher or other staff + 1 per 20 Students
High School	1 per Teacher or other staff + 0.50 per Student seat
Post-Secondary School	
College or University	1 per Teacher or other staff + 1 per Student
Community College	1 per Teacher or other staff + 1 per Student
Graduate or Professional School	1 per Teacher or other staff + 1 per Student

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

Nursing Por Medical School not accessory to a Hospi- tal	1 per Teacher or other staff + 1 per Student
Seminary	1 per Teacher or other staff + 1 per Student
Other Educational Use	
Other Educational Use Not Listed in Any Other Cate- gory	1 per Teacher, Instructor, Care Giver or other staff + 1 per 20 Students or Children
INSTITUTIONAL USE CATEGORY	
Health Care	
Clinic	2 per patient rooms
Hospice, other than at-home care	.50 per bed
Hospital	.50 per bed
Rehabilitation Facility or Facility for Observation	.50 per bed
Long Term Care	
Long Term Care Facility or Continuum of Care Facility	1 per 3 beds
Other Institutional Use	
Other Institutional Uses Not Listed in any Use Category	1 per patient or Client room

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

Minimum Number of Spaces of Parking Available PRINCIPAL USE to Lot Per Unit of Measurement	
COMMERCIAL USES CATEGORY	
Accommodations / Lodging	
Bed & Breakfast or Inn	1 per Dwelling Unit + 1 per guest bedroom + 1 per each 2 employees on the premises at one time
Boarding or Rooming House	1 per guest bedroom + 1 per each 2 employees on the premises at one time

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

Hotel, Extended Stay Hotel, or Motel	1 per guest bedroom + 1 per each 2 employees on the premises at one time
Short-Term Rental Unit	1 per guest bedroom + 1 per each additional bed, cot, sofa or other sleeping accommodation
Other Accommodation/ Lodging/ Use Not Listed Under any Use Category	Not Regulated
Day Care/ Personal & Group Care (non-Civic)	
Adult Day Care (non-Civic)	1 per staff member + 1 per 3 seats or 1 per 200 square feet of activity Usable Floor Area, whichever is greater
Child Care Facility (non-Civic), excluding Child Care in Home	1 per staff member + .50 per child
Children's Day Camp	1 per staff member + .50 per child
Group Day Care or Facility or Family Day Care	1 per staff member + .50 per client
Other Day Care/ Personal & Group Care (non-Civic)	
Other Day Care/ Personal & Group Care (non-Civic)	Not Regulated
Indoor Recreation- Commercial	
Bowling Alley	1 per 500 square feet of total Usable Floor Area
Commercial Indoor Athletic Training Facility	1 per 1,00 square feet of total Usable Floor Area
Game Arcade	1 per 100 square feet of total Usable Floor Area
Gymnastics Facility	1 per 1,000 square feet of total Usable Floor Area
Indoor Firing Range	1 per 500 square feet of total Usable Floor Area
Indoor Sports Academy	1 per 1,000 square feet of total Usable Floor Area
Movie or other Theater (non-Civic)	1 per theater, bar, or dining seat or 1 per 100 square feet of total Usable Floor Area, whichever is greater
Pool Hall	1 per 300 square feet of total Usable Floor Area
Recreation Facility	1 per 200 square feet of activity Usable Floor Area + 1 per 200 square feet of gross swimming water surface area + 2 spaces per tennis court + 5 spaces per basketball court + 15 spaces per athletic field
Skating Rink	1 per 300 square feet of total Usable Floor Area

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

Social (or Civic) Club, Lodge, or Organization	1 per 200 square feet of gathering or activity Usable Floor Area
Other Indoor Recreation- Commercial Use Not Listed Under any Use Category	1 per 500 square feet of total Usable Floor Area
Group Assembly (non-Civic)	
Any Group Assembly (non-Civic)	1 per 4 seats
Outdoor Recreation - Commercial	
Amphitheater	1 per 2 seats + 1 per 20 square feet of standing area
BMX Bicycle Park	1 per biker accommodated or 1 per 5,000 square feet, whichever is greater
Campground	1 per campsite
Drive-In Theater	1 per vehicle accommodation
Firing Range, such as a Rifle Range, Archery Range, Handgun Range, or Skeet Shooting	1 per customer firing squad
Golf Course, Swim club, Tennis Club, Country Club	Per Planning Commission Approval
Marina/ Boating Facility	1 per Boat Slip
Recreational Vehicle (RV) Park	1 per motorized RV space + 1 per non-motorized vehicle space
Paintball Park	Per Planning Commission Approval
Outdoor Entertainment Activity, such as Batting Cage, Golf Driving Range, Amusement Park, Miniature Golf Facility	Per Planning Commission Approval
COMMERCIAL USES CONTINUED	
Skateboard Park	Per Planning Commission Approval
Sports Field	Per Planning Commission Approval
Stadium / Arena	Per Planning Commission Approval
Summer Camp (overnight)	Per Planning Commission Approval
Swimming Pool	Per Planning Commission Approval
Tennis Club	Per Planning Commission Approval

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

Water Park	Per Planning Commission Approval
Other Outdoor Recreational Use – Commercial not listed under any other Use Category	Per Planning Commission Approval
Parking – Commercial	
Parking Lot	Not Regulated
Parking Structure	Not Regulated
Restaurant	
Restaurant without Drive-Through Facility or Drive-In Facility	1 per 100 square feet of total Usable Floor Area
Restaurant with Drive-Through Facility or Drive-In Facility	1 per 100 square feet of total Usable Floor Area
Small-scale without Drive-Through Facility	1 per 300 square feet of total Usable Floor Area
Bars, Taverns, or Nightclub	
Bar, Tavern, or Nightclub	1 per 100 square feet of total Usable Floor Area
Retail/ Personal Service/ Repair/ Art/ Artisan	
Alcoholic Beverage Retail Sales	1 per 300 square feet of total Usable Floor Area
Artisan Establishment, with or without Retail Sales	1 per 500 square feet of total Usable Floor Area
Arts-Related Uses	1 per 500 square feet of total Usable Floor Area
Mail-Order or On-Line Retail Sales	1 per 1,000 square feet of total Usable Floor Area
Motor Vehicle Sales, Rental, leasing, or Motor Vehicle Maintenance/ Cleaning/ Repair/ Service	1 per 500 square feet of total Usable Floor Area
Retail Membership Club	1 per 500 square feet of total Usable Floor Area
Retail Food Sales, with or without on-premises preparation or processing	1 per 200 square feet of total Usable Floor Area
Recreation Facility (non-Civic)	1 per 1,000 square feet of total Usable Floor Area
Veterinarian Clinic, Animal Hospital, or non-Agricultural Kennel	1 per treatment, procedure, or surgical room + 100 square feet of total Usable Floor Area
Warehouse Retail	1 per 1,000 square feet of total Usable Floor Area

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

Other Retail Sales, Rental, or Leasing uses not listed above	1 per 5000 square feet of total Usable Floor Area
Self Service Storage	
Self Service Storage	1 per 2,000 square feet of storage space
Boat-Related Uses	
All Boat-Related uses other than Marina/ Boating Facility	1 per 200 square feet of administrative space + 1 per Boat storage spaces + 2 per Boat ramp + 1 per Boat available for rental + 1 per employee work station + 2 per work day
Motor Vehicle-Related Uses	
All motor vehicle-related uses, other than Gasoline or motor vehicle sales, rental or leasing, motor vehicle maintenance/ cleaning/ repair/ service par sales and tire sales	1 per 500 square feet for Usable Floor Area + .25 per vehicle available for rental + 1 per employee work station + vehicle storage space + 1 per work bay
Tire Sales	2 per work station or service bay + 1 per 200 square feet of customer waiting area
Towing Service	1 per 500 square feet of Usable Floor Space + spaces for towed vehicles
Manufactured Home Sales	
Manufactured home Sales	1 per 500 square feet of Usable Floor Area + 1 per employee work station + inventory space + 1 work bay
Wholesale Sales	
All Wholesales not listed under any other category	1 per 10,00 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

Minimum Number of Spaces of Parking Available PRINCIPAL USE to Lot Per Unit of Measurement	
OFFICE USES CATEGORY	
All Office Uses not listed under any other Category	1 per 200 square feet of total Usable Floor Area
INDUSTRIAL USES CATEGORY	
Heavy Industrial	
All heavy industrial uses	Not regulated
Light Industrial	
Brewery, excluding Brewpubs	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Bottling Plants	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Building Systems / Construction Business	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Carpet Cleaning Plants or Manufacturing	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Catering Service or Catering Event Establishment	1 per 400 square feet of food preparation area + 1 per 3 permanent seats, or 1 per each 40 square feet of seating area where fixed seating is not provided
Clothing or Textile Manufacturing	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Commercial or Institutional Bakery	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

Contractor Material Sales	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Crematorium	1 per employee on the premise at one time, but no fewer than 2 spaces
Dairy Plant	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Distillery	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Distribution Facility	1 per 10,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Dry Cleaning Plant	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Equipment Rental	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Fabrication, work or storage on-site by building, heating, plumbing, electrical, or general contractors and others who perform services off-site	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Food Processing for Wholesale Sales	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Horticulture & Landscaping Services	.50 space per employee on premises at one time, but no fewer than 2 spaces
INDUSTRIAL USES CONTINUED	
Ice Plant	1 per 5,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Information Services	.50 space per employee on premises at one time, but no fewer than 2 spaces

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

Janitorial & Building Maintenance Services	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Laundry Plant	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Light Manufacturing Plant with or without Retail Sales	1 space per 2,000 square feet of Usable Floor Area, with a minimum of 1 space per 2 employees on premises at one time, but no fewer than 2 spaces
Machine Shop/ Woodworking Shop, other than Artisan Establishment	1 space per 1,000 square feet of Usable Floor Area, with a minimum of 1 space per 2 employees on premises at one time, but no fewer than 2 spaces
Maintenance Yard or Facility	
Manufacture or assembly of equipment, instruments, appliances, precision items or electrical items, or toys	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Non-Hazardous Waste Treatment or Disposal	1 per 5,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Outdoor Storage	Not Regulated
Photo-Finishing or Photography Lab	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Printing, Publishing, and Lithography	1 space per 1,000 square feet of Usable Floor Area, with a minimum of 1 space per 2 employees on premises at one time, but no fewer than 2 spaces
Production of Artwork	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Rail Equipment Storage or Repair	1 per employee + 2 per acre
Recycling Collection	1 per collection container
Recycling Processing Facility	1 per 5,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

Repair of scientific or professional instruments or electric motors	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Research Lab / Research Development	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Scrap or Salvage Yard	1 per employee + 2 per acre
Sheet Metal Shop	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Solid Waste Facility	Not Regulated
Towing Facility	Not Regulated
Welding, machine, tool repair shop	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Wholesale Sales	1 per 2,000 square feet of Usable Floor Area, with a minimum of 1 per employee on premises at one time, but no fewer than 2 spaces
Winery	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
INDUSTRIAL USES CONTINUED	
Woodworking, including cabinet makers and furniture manufacturing, but excluding Artisan Establishment	1 per 2,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Other Light Industrial Uses not listed in any other Use Category	1 per 2,000 square feet of Usable Floor Area, with a minimum of 1 per employee on premises at one time, but no fewer than 2 spaces
Warehouse & Freight Movement	
All Warehouse/ Warehousing & Freight Movement	1 per 10,000 square feet of Usable Floor Area, with a minimum of 2 spaces per employee on premises at one time, but no fewer than 2 spaces
Waste-Handling	

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

All Waste-Handling Services	Not Regulated
UTILITIES USES CATEGORY	
All Utility Uses	Not Regulated
OTHER USES CATEGORY	
Adult Entertainment	1 per 2,000 square feet of Usable Floor Area but no fewer than 2 spaces

(4) Exemptions

- a. Within CD-5, the Columbia Arts District Overlay, and the Columbia West End Historic District, existing buildings and uses shall comply with the following:
 - (1) When a non-residential use is changed to another non-residential use, additional parking spaces are not required;
 - (2) A one-time building expansion of ten percent (10%) or less of the existing floor area, up to a maximum expansion of 1,000 square feet, shall not require additional parking spaces, provided that the number of existing parking spaces on the Lot or Building Site shall not be reduced to accommodate the expansion;
 - (3) When a building is demolished and a new building is constructed, or the area of the structure is expanded by more than ten percent (10%), parking shall comply with the standards of this section for the entire square footage of the building.
 - (4) For new construction, the Zoning Administrator may approve counting all public and on-street spaces within 1,320 feet of the Lot or Building Site; and
 - (5) When a residential use is changes to a non-residential use, the Zoning Administrator may approve counting all public and on-street spaces within 1,320 feet of the Lot or Building Site.
- (5) The number of spaces of Parking available to a Lot or Building Site may not exceed, the number of spaces of Parking determined by Table 4.3.12.B-1 (Vehicular Parking Requirements) by more than thirty percent (30%) based on the quantity of Principal Use(s) on the Lot or Building Site, provided that the minimum number of spaces may be reduced pursuant to Section 4.3.12.B.5 and Section 4.3.12.B.6.
- (6) For purposes of this Section 4.3.12.B-2, the number of Parking spaces available to a Lot or Building Site may be reduced, at the election of the Applicant, by dividing the number of spaces of Parking required to be available to the Lot or Building Site by the applicable Shared Parking Factor. The Zoning Administrator may assign an appropriate factor to uses not listed.
- (7) The applicable Shared Parking Factor is determined under Table 4.3.12-B (Shared Parking Factor) for any two Principal Uses within the Lot or Building Site or within the Lot or Building Site and any other Lot or Building Site within the same or any Adjacent Block.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.B-2 (SHARED PARKING FACTOR)

USE

with

USE

Residential/
Dwelling

Lodging

Office

Retail/Personal
Service/Artisan

Residential/
Dwelling

Lodging

Office

Retail/Personal
Service/Artisan

1.1

1.4

1.2

1.3

1

1.1

1.4

1.2

1.3

1

1

- (8) In determining compliance with this Section 4.3.12.B, the following shall not be counted:
 - a) Accessory Dwelling Units; and
 - b) Liner Buildings fewer than 30 feet deep and no more than two Stories.
- (9) Up to 10% of the total number of Parking spaces in Parking Areas, Parking Lots, and Parking Structures that provide Parking for fifty (50) or more cars may be provided as Parking for compact cars, designed in compliance with Section 4.3.12.C.
- (10) Parking spaces to accommodate the needs of handicapped individuals shall be provided in accordance with the following Table 4.3.12.B-3 (Off-Street Handicapped-Accessible Parking), designed in compliance with Section 4.3.12.C.
- (11) One out of every eight required handicapped accessible spaces shall be van-accessible. A minimum of one van-accessible space shall be provided.
- (12) Any Plan submitted under this Ordinance must show the proposed types, numbers, and arrangement of Parking accommodations, including access to such areas from the Thoroughfares and Internal Drives, with spaces complying with all requirements of this Section 4.3.12.B.

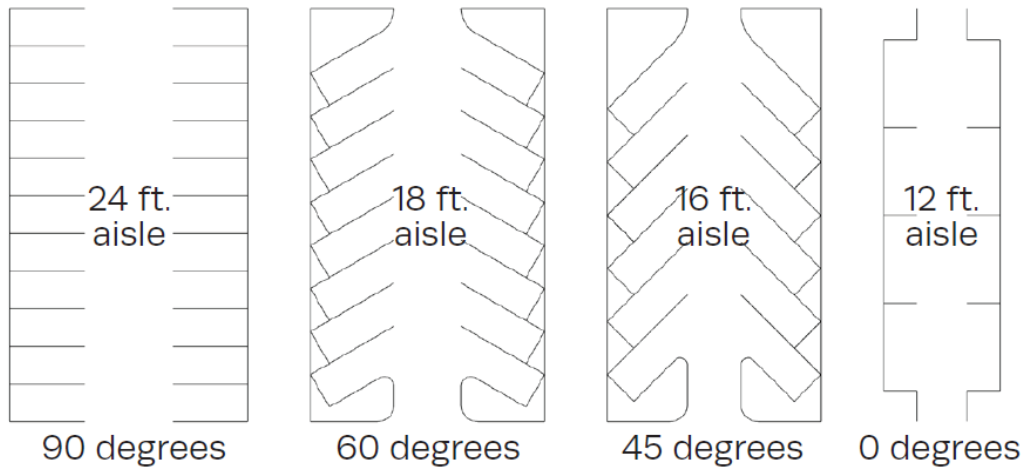
C. Design.

1. In all Districts, Parking Lots shall be designed in accordance with this Section 4.3.12.C and other applicable provisions of this Article 4.
2. Except as otherwise provided for compact vehicle Parking accommodations under Section 4.3.12.C.3, the dimensional standards set forth in **Table 4.3.12.C-1 (Off-Street Vehicular Parking Space Dimensions)** are applicable to off-street Parking accommodations:

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.C-1 (OFF-STREET VEHICULAR PARKING SPACE DIMENSIONS)

Parking Angle (degrees)	Stall Width	Minimum Stall Length	Aisle Width
0	8 ft.	21 ft.	12 ft.
45	9 ft.	19 ft. except 18 ft if adjacent to curb	16 ft.
60	9 ft.	19 ft. except 18 ft if adjacent to curb	18 ft.
90	9 ft.	19 ft. except 18 ft if adjacent to curb	24 ft.



- Any compact car spaces must be separately signed and marked in distinct, separate areas. The dimensional requirements for compact car spaces are as set forth in Table 4.3.12.C-2 (Off-Street Compact Vehicle Parking Space Dimensions):

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

TABLE 4.3.12.C-2 (OFF-STREET COMPACT VEHICLE PARKING SPACE DIMENSIONS)

Angle of Parking (degrees)	Width of Space (feet)	Length of Space (feet)	Aisle Width (feet)
0	7.5 ft.	17 ft.	12 ft.
45	7.5 ft.	17 ft.	12 ft.
60	7.5 ft.	18 ft.	15 ft.
90	7.5 ft.	16 ft.	21 ft.

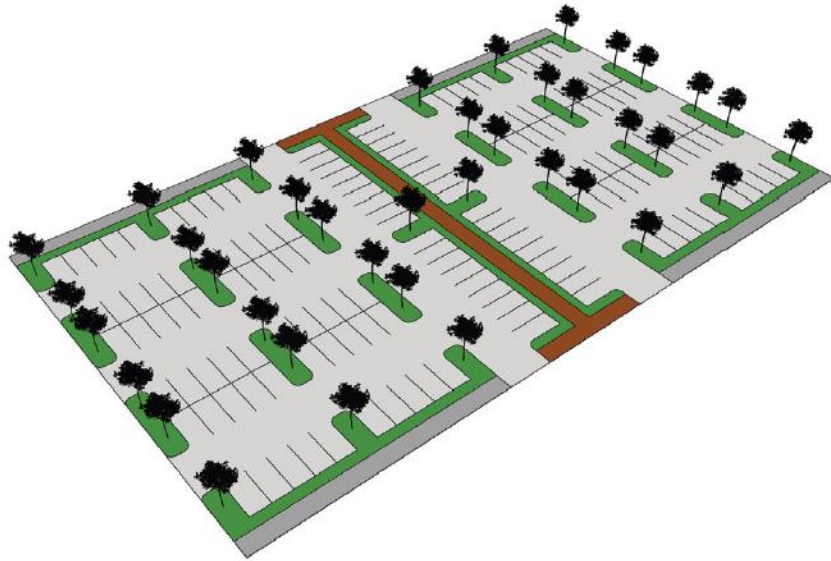
- Any ramps leading from a Thoroughfare or Internal Drive to a Parking Lot, Parking Area, Garage, or Parking Structure shall be at least twenty feet (20 ft.) wide for two-way traffic and 10 feet (10 ft.) wide for one-way traffic.
- Curbs must be made of granite or concrete at heights between six inches (6 in.) and eight inches (8 in.) above the elevation of the Thoroughfare and must be at least six inches (6 in.) wide.
- Curb cuts must be at least 20 feet (20 ft.) wide for two-way access and 10 feet (10 ft.) wide for one-way access. Except as otherwise expressly provided in this Ordinance with respect to numbers of Driveways, Lots and Building Sites shall be limited to one curb cut per Lot or Building Site.
- Unless alternative Parking surfaces are otherwise permitted by this Ordinance, all off – street Parking Areas and Parking Lots shall be surfaced with asphalt or concrete. Asphalt Parking Areas and Parking Lots shall be compacted after sub-grade with a minimum six inch stone base, a minimum two inches of modified asphalt binder, and a minimum 1-½ inches of asphalt mix topping and must follow the construction detail provided below. Concrete Parking Areas and Parking Lots shall be constructed according to recognized construction standards. Construction plans for all Parking Areas and Parking Lots construction plans shall be subject to review and approval by the City Engineering Department.
- Except in District CD-2, all Parking accommodations counted toward the applicable Parking requirements shall be paved and completed prior to issuance of the Final Certificate of Occupancy for the related Building(s).
- Any Parking Area or Parking Lot in the First or Second Layer shall be Screened from view in accordance with Section 4.3.11 and Tables 4.3.1-A - 4.3.1-U (District Standards).
- Any Parking Area or Parking Lot having five (5) or more spaces shall include Curbs, paving, Sidewalks, drainage facilities and lighting in accordance with this Ordinance and all other applicable laws, regulations and specifications.
- The maximum grade permitted for any required Parking shall not exceed 8%.
- Except in Districts CD-2, CD-3L, and CD-3, all off-street Parking spaces a shall be striped with paint or some other form of permanent marking.
- All access to any City street from a Driveway shall have a concrete Driveway apron as approved by the City Engineering Department.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

14. Any Parking Area or Parking Lot having ten (10) or more parking spaces shall conform to the following:
- (a) Parking Areas and Parking Lots shall contain at least one landscape island for every ten (10) parking spaces. Parking Lots with more than one landscape island shall have such islands distributed throughout the Parking Lot.
 - (b) Interior parking rows shall be terminated at both ends with landscape islands.
 - (c) Each parking island shall be of a minimum size equal to a standard parking space; provided that each parking island abutting two rows of head to head parking spaces shall be of a minimum size and length equal to two (2) parking spaces.
 - (d) Parking islands shall contain a minimum of one (1) shade tree for every single island. If a parking island is double length or width, then two (2) shade trees shall be required.
 - (e) Rows of parking fronting on drive aisles including alleys shall be provided with a minimum five feet (5 ft.) (excluding curbs) landscaped buffer.
 - (f) Root zones for existing trees to remain shall be a minimum of 48 square feet.
 - (g) For every 2,000 square feet of Parking Area or Parking Lot, at least one tree shall be installed or preserved within the Parking Area or Parking Lot except to the extent that trees outside of the Lot containing the Parking Area or Parking Lot are allowed to satisfy this requirement as set forth below.
 - (h) No parking space shall be more than seventy-two feet (72 ft.) from a tree within the Lot, as measured from the center of the Tree to the nearest line demarcating the space.
 - (i) Except for trees allowed to be counted outside the Parking Area or Parking Lot, new trees shall be installed and/or existing trees preserved in Tree islands provided pursuant to this Section and/or at the perimeter of the Parking Area or Parking Lot, provided that the perimeter of the Parking Area or Parking Lot where trees are installed or preserved to meet this requirement lies within the Lot on which the Parking Area or Parking Lot is located.
 - (j) Trees outside of the Parking Area or Parking Lot located within twenty feet (20 ft.) of the closest portion of such Parking Area or Parking Lot, including but not limited to Trees within Thoroughfare Rights-of-Way, Internal Drive Easements, and Civic Spaces, may be counted toward satisfying the requirements.
 - (k) In addition to any walkway or Sidewalk around a Parking Area or Parking Lot, each such Parking Area or Parking Lot exceeding one hundred and twenty (120) spaces shall have least one pedestrian walkway bisecting the Parking Area or Parking Lot and connecting to adjoining sidewalks of a minimum width of eight feet (8 ft.) that is paved differently from the parking spaces with respect to texture, material, style, and/or color.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

ILLUSTRATION 4.3.12.C-3 PARKING AREA / LOT OR BUILDING SITE LANDSCAPING



- (l) Any Parking Area or Parking Lot in the First or Second Layer shall be Screened from view in accordance with Section 4.3.11.
15. Parking Areas and Parking Lots shall include Curbs, paving, Sidewalks, drainage facilities and lighting in accordance with this Article as well as any other applicable laws, regulations and specifications.
 16. Parking Area paving shall be confined to the minimum area necessary to comply with the parking requirements of this Article.
 17. Any Plan submitted under this Article shall show the proposed arrangement of Parking accommodations, including access to such areas from the Thoroughfares or Internal Drives, with Parking spaces to comply with the requirements of this Section 4.3.12.
 18. Parking Structures must be Screened from view of any Frontage by one or more Liner Buildings as set forth in **Table 4.3.1-A– Table 4.3.1-U (District Standards)**. Such Liner Buildings must be the same or greater height as the associated Parking Structure that they Screen.
 19. Lighting illuminating off-street Parking accommodations in all Districts other than Districts CD-2, CD-3L, and CD-3 must be installed within and directed only within the applicable Parking Area, Parking Lot, Garage, or Parking Structure.
 20. Handicapped-accessible Parking shall comply with the following:
 - (a) Handicapped-accessible Parking shall be located as near as possible to the main public entrances of a single Building or centrally located in Parking Areas that serve more than one Building.
 - (b) All off-street handicapped-accessible Parking spaces shall be located in the closest Parking Area to a public entrance to the Building but no more than 250 feet from such entrance.
 - (c) No stairs or curbs are permitted between a handicapped-accessible Parking space and the entrance which it is intended to serve, and the slope along the accessible route shall not exceed 1:12.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

- (d) All off-street handicapped accessible Parking spaces shall be designated by a Sign or other means accepted by State requirements. Van- accessible spaces shall be designated by a sign indicating "Van Accessible" in addition to any other means used.
 - (e) A minimum width of 96 inches shall be required for all van-accessible spaces. Van- accessible spaces shall further require a minimum vertical clearance of 98 inches.
 - (f) An access aisle of 60 inches shall be provided for all handicapped accessible spaces and an aisle of 96 inches shall be provided for all van-accessible spaces one 96 inch aisle may serve both types of spaces. No ramps may project into this access aisle.
21. No required Parking accommodation shall be Encroached upon by any Building, Structure, or Use.

D. Operation & Maintenance.

1. No Parking space required for Dwelling Units shall be rented to Persons not living on the premises. All required Parking spaces or Dwelling Units must be made available to occupants of the Dwelling Units as an integral part of their occupancy.
2. Required Parking Accommodations must be available and maintained for such period as the Use or Structure exists that the facilities are designed to serve.

E. Access.

1. All Parking Areas, Parking Structures, and Garages shall be accessed by Rear Alleys, when such are available on the Zoning Map or otherwise available.
2. Vehicular access to Parking Areas, Garages, and Parking Lots shall not conflict with general vehicular movement serving the site. Ingress and egress points must be at Curb cuts approved by City Engineer.
3. In all Districts, vehicular entrances and exits shall be designed to be easily identifiable by drivers and pedestrians. Any signage must be simple, clear, and concise. Any gates, arms, or booths must be set back at least 20 feet from the Frontage.
4. Off-street Parking accommodations other than those in Districts CD-2, CD-3L, and CD-3, and Single family Residential Lots and Building Sites in Districts SD-MHP and PUD-R shall provide access so that backing directly onto a Thoroughfare or Internal Drive is unnecessary.
5. A Driveway, drive aisle, or Internal Drive must be provided for off-street Parking accommodations in all Districts.
6. Driveways and entrances and exits for off-street Parking accommodations in all Districts other than Districts CD-2, CD-3L, and CD-3 and Single family Residential Lots and Building Sites in Districts SD-MHP and PUD-R, shall be at least 25 feet from a Thoroughfare or Internal Drive at an intersection.
7. Except in Districts CD-2, CD-3L, and CD-3, cross-access Easements must be provided between all contiguous Parking Areas and Parking Lots except where such areas and Lots are accessed from a Rear Alley.
8. In all Districts, Driveways at Frontages must be no wider in the First Layer than the width specified for the applicable District in **Table 4.3.1-A– 4.3.1-U (District Standards)**.
9. For Residential Uses other than Townhomes and Multifamily, Driveways shall not be located within five feet of a Side Building Site Line or Rear Building Site Line unless a shared Driveway is used.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

10. In all other Districts, except 4.3.12.E-9, no Driveway shall be constructed within 25 feet of an Adjacent Driveway. This dimension shall be increased to the greater of 40 feet Adjacent Driveways on State highways.
11. No Driveway curb return shall extend beyond an Adjacent Side Building Site Line or Rear Building Site Line or more than one-half (1/2) the distance to a Driveway located on the same property. This provision may require increased separation from Adjacent properties over the minimum indicated in Sections 4.3.12.E.10 or 4.3.12.E.11 above.
12. In all Districts, pedestrian exits from all Parking Lots, Parking Areas, Garages, and Parking Structures must conform to **Table 4.3.1-A– 4.3.1-U (District Standards)**, except for underground Parking accommodations.

F. Parking Restrictions.

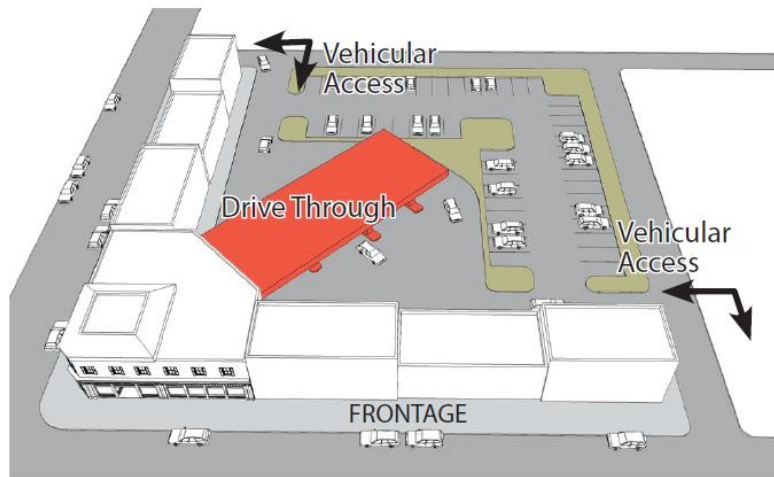
1. Domestic and recreational vehicles such as boats, camper trailers, and utility trailers shall be stored off - street, subject to the location requirements of **Table 4.3.1-A– 4.3.1-U (District Standards)**. Boats, camper trailers, and utility trailers may be stored on an unpaved surface, provided they are parked in the third layer and screened from view from the public right-of-way and adjacent properties.
2. Parking of buses on the site of and directly associated with a permitted Non-Residential Use shall be permitted.
3. Parking of heavy equipment or tractor trailers (including trailers as storage) shall not be permitted. This requirement shall not prohibit commercial vehicles from making deliveries. Trailers may be permitted for temporary storage in association with a construction with a Temporary Use Permit (Sec. 3.8).
4. Single and double axel trucks that exceed 90 inches in width and are greater than 12 feet in height are prohibited from Parking on a street for more than four (4) consecutive hours, unless it is related to performing a service for a property owner, i.e. construction, remodeling, etc.
5. Required Parking spaces and loading facilities shall not be used for the storage or sale of merchandise, vehicle storage, vehicles for sale, or vehicle repair. Non-required spaces proposed for these uses shall be designated on a site plan.
6. The private sale or storage of one vehicle per Dwelling Unit may be permitted as an Accessory Use in association with a Residential Use.
7. Any area designated for required off-street Parking or loading shall not be changed to another use until adequate Parking and/or loading facilities in conformance with this Article have been established.
8. Required Parking spaces may be temporarily used for uses other than Parking and loading with the issuance of a Temporary Use Permit pursuant to Section 8.5.9; provided such use does not negatively impact adjacent roadways, neighborhoods, or other uses and is clearly temporary in nature.

G. Drive-Through Locations & Standards.

1. Any drive-through facilities must be located and designed and comply with all standards as specified for the applicable District as set forth in **Tables 4.3.1-A– 4.3.1-U (District Standards)**. See Illustration 4.3.12.G (Drive-Throughs).

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

ILLUSTRATION 4.3.12.G DRIVE-THROUGH



- Any drive-through locations must be accessed by Rear Alleys, when such are available on the Zoning Map or otherwise available.
- Off-street vehicular stacking spaces shall be provided for all drive-through facilities in accordance with Section 4.3.12.H.

H. Stacking Spaces.

- Off-street vehicular stacking spaces shall be provided in accordance with **Table 4.3.12.H (Stacking Spaces)** for the activity type indicated as follows:

TABLE 4.3.12.H (STACKING SPACES)

Activity Type ing Spaces		Min. # of Stack- Measured From
Automated Teller Machine	4	Machine
Drive-Through	3	Teller
Bank Teller Drive-Through	4	Teller or Window
Car Wash Bay, Full Service	6	Bay
Car Wash Bay, Self-Service	2	Bay
Dry Cleaning/ Laundry Drive-Through	2	Cleaner/ Laundry Window
Gasoline Pump Island	1	Pump Island

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Gatehouse, Staffed	4	Gatehouse
Gate, Unstaffed	2	Gate
Pharmacy Pickup	3	Pharmacy Windows
Restaurant Drive-Through	8	Pickup Window
Valet Parking	3	Valet Stand

*Other as determined by Zoning Administrator in consideration of approved study prepared by a registered engineer with expertise in Transportation Engineering

2. Required stacking spaces shall be subject to the following design and layout standards:
 - (a) Stacking spaces shall be a minimum of eight feet in width by 25 feet in length.
 - (b) Stacking spaces shall not impede on- or off-site traffic movement or movement into or out of off-street Parking spaces.
 - (c) Stacking spaces for each type of activity or accommodation shall be subject to any location standards applicable to the activity or accommodation itself.
 - (d) Stacking spaces shall be separated from other drive aisles, Driveways, or Internal Drives by raised medians, if deemed necessary by the City Engineer for traffic movement and safety.

4.3.12 BICYCLE PARKING

1. Bicycle Parking Required:

Bicycle Parking shall be provided within CD-4, CD-4C, and CD-5 for a Lot or Building Site as set forth in Table 4.3.13 (Bicycle Parking).

2. Bicycle Parking Standards:

- (a) Bicycle parking shall be provided using Bicycle Racks, Bicycle Lockers, restricted access bicycle enclosures, or similar secured facilities.
- (b) Bicycle Racks shall be securely anchored.
- (c) An aisle providing access to bicycle parking areas shall clear maneuverable access without limiting use of any sidewalk. Access aisles must be at least 4-feet wide.
- (d) Bicycle parking areas may be located in any layer and should be accessible from the main entrance by a continuous sidewalk connection.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

- (e) Bicycle parking areas shall be separated from automobile parking and circulation areas by a physical barrier or a distance of feet.

TABLE 4.3.13 BICYCLE PARKING

Use Type Parking Requirement	
Residential/ Dwelling Uses	
Single Family Dwellings	None Required
Two Family Dwellings	None Required
Multi-Family Dwellings	1 space per 20 parking spaces
Mobile Home	None Required
Lodging Uses	
All Uses	None Required
Educational/ Institutional/ Civic Uses	
All Uses	1 space per 4,00 sq. ft. gross floor area
Medical Uses	
All Uses	None Required
Commercial/ Retail/ Professional & Service Uses	
All Uses	1 space per 4,00 sq. ft. gross floor area
Office Uses	
All Uses	1 space per 20 parking spaces
Communication Uses	
All Uses	None Required
Industrial Uses	

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

All Uses	None Required
Agricultural Uses	
All Uses	None Required
Utility Uses	
All Uses	None Required
Public or Private Uses	
All Uses	None Required

4.3.13 LOADING SPACE

A. General.

1. Loading spaces shall be provided, designed, accessed, and located in accordance with this Section and **Table 4.3.14.B (Loading Space Requirement)** and **Tables 4.3.1-A– 4.3.1-U (District Standards)**.
2. Loading areas must be accessed by Rear Alleys, when such are available on the Zoning Map or otherwise available.

B. Loading Space Required.

1. Each Lot or Building Site shall have the minimum number of loading spaces per quantity of the indicated Use as set forth in **Table 4.3.14.B (Loading Space Requirements)**.

TABLE 4.3.14.B LOADING SPACE REQUIREMENTS

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

Principal Use Category in District	Quantity of Use	# of Loading Spaces	Size of Loading Space(s)
Residential – Multifamily Building	≥100 Dwelling Units	1	10 ft. W x 50 ft. L x 15 ft. H
Commercial, Office, Retail/ Personal Service/ Artisan, Industrial	> 5,000-25,000sf	1	10.ft W x 50 ft. L x 15 ft. H
	25,001-60,000sf	2	
	60,001-120,000sf	3	
	120,001-200,000sf	4	
	201,000-290,000sf	5	
	≥ 290001sf	5+1 for each Additional 90,000sf	
Other	N/A	N/A	N/A

2. Without limitation to the other requirements of this Section, loading spaces shall be provided for each delivery bay, loading dock or delivery entrance.
3. Loading spaces must be available at all times without conflict with any Plan or Improvement element.
4. Space allocated to any loading area or access thereto shall not be used to satisfy the requirements for any Parking or garbage, recycling, or trash facilities.
5. Parking spaces may not be used or counted as meeting loading requirements.
6. No required loading space shall be Encroached upon by Buildings, Structures, Open Storage or any other Use.
7. Required loading facilities may be temporarily used for uses other than loading with the issuance of a Temporary Use Permit pursuant to Section 8.5.9, provided such use does not negatively impact adjacent roadways, neighborhoods, or other uses and is clearly temporary in nature.

C. Location, Design & Access.

1. Except as otherwise provided in subparagraph 4.3.14.C.2 below, all required loading spaces shall be provided within the applicable Lot or Building Site.
2. In Districts CD-4, CD-4C, CD-5, and CD-5C, required loading spaces may be provided either within the applicable Lot or Building Site or in the parking lane of the Enfronting Thoroughfare or Internal Drive.
3. Off-street loading spaces shall be located in accordance with **Tables 4.3.1-A– 4.3.1-U (District Standards)**.

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4. Off-street loading areas must be accessed by Rear Alleys, when such are available on the Zoning Map or otherwise available.
5. No loading facility shall be located within 30 feet of a Thoroughfare or Internal Drive intersection.
6. Off-street loading areas shall include Curbs, paving, drainage facilities, and lighting in accordance with City standards and this Ordinance, as well as any other applicable laws, regulations and specifications.
7. Each required loading space shall have the minimum dimensions set forth in **Table 4.3.14.B (Loading Space Requirements)**.
8. Loading facilities may not obstruct facilities required for emergency access, including fire lanes.
9. Each off-street loading space shall be directly accessible from a Thoroughfare, Driveway, drive aisle, Internal Drive, or Alley without crossing or entering any other required off-street loading facility. Such loading space shall be accessible from the interior of the Building it serves and shall be arranged for convenient and safe ingress and egress by motor truck and/or trailer combination.

The required dimensions of loading spaces shall not include any access or entrances to, or exits from, such spaces.

10. All off-street loading spaces shall be surfaced with asphalt, concrete, or other hard surfaced material, and constructed so as to support the heaviest anticipated load, including without limitation fire and sanitation equipment and delivery vehicles, and shall provide for adequate drainage, and prevent the release of dust.
11. Loading Spaces provided within a Thoroughfare or Internal Drive shall meet construction requirements of provided by the City Engineer.
12. Each loading space shall be permanently marked and identified as a loading space in which no Parking is allowed. Permanent wheel stops or curbing shall be provided for each off-street loading space to prevent any vehicle using the loading space from Encroaching on the required Yards or Adjacent property.
13. Off-street loading areas shall be Screened in conformance with Section 4.3.11.

4.3.14 REFUSE, SERVICE, EQUIPMENT & OTHER ITEMS

A. Trash Receptacle / Dumpster Requirement

Trash receptacles and dumpsters must be provided for each Lot or Building Site and must be located in accordance with Section 4.3.15.B.

B. Trash Receptacle/Dumpster Locations & Standards.

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1. Dumpsters and trash and recycling receptacles shall be located as specified for the applicable District in **Tables 4.3.1-A– 4.3.1-U (District Standards)**.
2. All dumpsters and trash and recycling receptacles shall be enclosed as required in this Section and **Tables 4.3.1-A– 4.3.1-U (District Standards)**. The enclosures shall be designed to prevent debris from leaving enclosure or being scattered by wind or animals. Except in Districts CD-2, CD-3L, and CD-3, dumpsters and garbage, trash, and recycling receptacles must be placed on concrete pads. The enclosure must be kept closed at all times other than for servicing. Except in Districts CD-2, CD-3L, and CD-3, bollards or posts must be placed on the interior of the enclosure to protect the walls from damage by the trash containers within.
3. Dumpsters and garbage, trash and recycling receptacle locations shall be accessed by Rear Alleys, when such are available on the Official Zoning Map or otherwise available.
4. Space allocated to any off-street garbage, trash, or recycling areas, receptacles, or dumpsters shall not be used to satisfy any Parking or loading requirements.
5. All Uses that generate food-related garbage shall provide water quality treatment to mitigate runoff.

C. Equipment & Other Items Locations & Standards

1. All heating, ventilation and air-conditioning equipment, utility meters (not including water meters) and equipment, mechanical equipment, antennas and satellite equipment, communications transmitting and receiving equipment, solar panels, recreation, play, and swimming pool, hot tub and spa locations shall be located and meet the other standards and requirements specified for the applicable District, as required in **Tables 4.3.1-A– 4.3.1-U (District Standards)**.

D. Service Areas.

1. Service areas shall be located as required in **Tables 4.3.1-A– 4.3.1-U (District Standards)**.
2. Service areas shall be accessed by Rear Alleys, when such are available on the Zoning Map or otherwise available.

4.3.15 PRIVATE LANDSCAPE STANDARDS

A. General.

1. Lots and Building Sites in Districts other than the Civic District shall be landscaped in accordance with **Table 4.3.1-A– 4.3.1-T (District Standards)** and this Section 4.3.16.
2. In Civic Districts, Lots and Building Sites shall be landscaped in accordance with **Table 4.3.1-A– 4.3.1-U (District Standards-Civic)** and this Section 4.3.16. Additionally, Civic Spaces shall be designed as set forth in **Table 5.3.3.B (Civic Space -Specific Standards)**.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

3. Without limitation to any other provisions of this Section 4.3.16, all Screen, Streetscreen, Buffer, and Parking Area and Parking Lot landscape standards and requirements of this Ordinance must be met.
4. All bare or exposed ground on a Lots and Building Sites and/or in any other landscaped area shall be covered with live plant materials and/or mulch, with the following exceptions:
 - a. Naturally occurring river beds, rock outcroppings or similar landscape features typically lacking in vegetation.
 - b. Hiking trails and/or traces.
 - c. Clay or sand surfaces associated with recreation fields and facilities.
5. Buildings and Structures lawfully existing as of the Effective Date may be modified without providing or modifying landscaping in conformance with this Section 4.3.16, provided that the same does not constitute an Alteration and does not increase the degree by which the Building or Structure is Non-conforming. This shall not be construed as prohibiting the provision of landscaping in full conformance with this Ordinance.
6. The standards and requirements herein set out for landscaping shall not apply to temporary uses or to Development or site work on relatively undeveloped sites which do not involve significant ground disturbance.

B. Maintenance of Landscaping.

1. All landscaping must be properly maintained by the property owner and his or her successors, heirs, assignees or any consenting grantee.
2. All plantings shall be maintained in an attractive and healthy condition. Maintenance shall include, but not be limited to, watering, mulching, fertilizing and pest management, mowing, weeding, removal of litter and dead plant material, and necessary pruning and trimming.
3. Any required plantings that are dead or diseased plantings shall be removed and replaced with plants meeting all requirements of this Ordinance.
4. Natural water courses within a Buffer shall be maintained in a natural condition consistent with any applicable regulations.
5. A water source shall be supplied within 100 feet of any planting requiring continuing watering. Where non-native or non-drought tolerant native vegetation is incorporated in the Buffer, an irrigation system shall be required.
6. Landscape structural features such as walls, fences, berms or water features shall be maintained in a structurally safe and attractive condition.
7. Where other uses, including pedestrian, bike or other trails, are allowed within a Buffer, these uses shall be maintained to provide for their safe use.

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8. If any Person responsible for landscape maintenance fails to maintain same according to the standards of this Ordinance, these regulations shall be enforceable by the City with the right to recover the cost of enforcement, including reasonable attorney fees. The City may also, following reasonable notice and a demand that deficiency of maintenance be corrected, enter the area to maintain same. The cost of such maintenance shall be charged to those persons having the primary responsibility for maintenance of the area.
9. Without limitation to Section 4.3.16.B, a maintenance bond lasting one (1) year must be provided for all plantings required under this Section 4.3.16.

C. Removal of Walls or Trees.

None of the following may be removed without the prior approval of the Decision-Making Authority:

1. Walls or trees required or shown on an approved site plan, Development Plan, or Master PUD Development Plan.

D. Plant Material Standards and Sizes.

1. Except as otherwise required by Sections 4.3.16.D.4, 4.3.16.D.5, 4.3.16.D.8, 4.3.16.D.9 and 4.3.16.D.10, all required plant materials must meet with the minimum sizes, class and other requirements outlined in American Standards for Nursery Stock (ANSI Z60.1-2004) published by the American Nursery and Landscape Association (ANLA) or other local Nursery Association Standards.
2. Trees shall be chosen from the following list of plant species contained within this Section and/or plants identified in the guide, "Native Plants of the Tennessee Valley", published by the Tennessee Valley Authority (TVA) .

TABLE 4.3.16.D-1 (NATIVE PLANTS OF THE TENNESSE VALLEY)

Common Name	Botanical Name
Canopy Trees	
American Beech	Fagus Grandifolia
Nuttall Oak	Q. Nuttalli
American Linden	Tilia Americana
Overcup Oak	Q. Lyrata
Baldcypress	Taxodium Distichum
Pecan	Carya Illinoensis
Black Cherry	Prunus Serotina
Persimmon	Diospyros Virginiana

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Black Locust	Robinia Pseudoacacia
Post Oak	Q. Stellata
Black Oak	Q. Velutina
Red Maple	Acer Rubrum
Black Walnut	Juglans Nigra
River Birch	Betula Nigra
Blackgum	Nyssa Sylvatica
Sassafras	Sassafras Albidum
Buckeye	Aesculus Spp.
Scarlet Oak	Q. Coccinea
Bur Oak	Q. Marcocarpa
Shortleaf Pine	Pinus Echinata
Cherrybark Oak	Q. Pagoda
Shumard Oak	Q. Shumardii
Chestnut Oak	Q. Prinus
Silver Maple	Acer Saccharinum
Chinkapin Oak	Q. Muehlenbergii
Silverbell	Halesia Carolina
Cumcumbertree	Magnolia Acuminata
Southern Red Oak	Q. Falcata
Eastern Hemlock	Tsuga Candensis
Sugar Maple	Acer Saccharum
Eastern Red-Cedar	Juniperus Virginiana
Swamp Chestnut Oak	Q. Michauxii
Eastern White Pine	Pinus Strobus
Sweetgum	Liquidambar Stryaciflua
Green Ash	Fraxinus Pennsylvanica
Sycamore	Platanus Occidentalis

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Hickories	Carya Spp.
Water Oak	Q. Nigra
Kentucky Coffeetree	Gymnocladus Dioicus
White Ash	Fraxinus Americana
Loblolly Pine	Pinus Taeda
White Oak	Quercus Alba
Northern Catalpa	Catalpa Speciosa
Willow Oak	Q. Phellos
Northern Red Oak	Q. Rubra
Yellow-Poplar	Liriodendron Tulipifera
Accent Trees	
Alder	Alnus Serrulata
Red Buckeye	Aesculus Pavia
Allegheny Chinkapin	Castanea Pumila
Redbud	Cercis Canadensis
American Holly	Ilex Opaca
Serviceberry	Amelanchier Aborea
Buckthorn Bumelia	Bumelia Lyciodes
Shining Sumac	Rhus Copallina
Smoketree	Continus Obovatus
Devil's Walking Stick	Aralia Spinosa
Smooth Sumac	Rhus Galbra
Dogwood	Cornus Florida
Snowbell	Styrax Spp.
False Indigo	Amorpha Fruticosa
Sourwood	Oxydendron Arboreum
Fringetree	Chionanthus Virginicus
Staghorn Sumac	Rhus Typhina
Hawthorn	Crateagus Spp.

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Striped Maple	Acer Pennsylvanicum
Hophornbeam	Ostrya Virginiana
Sweetbay	Magnolia Virginiana
Hornbeam	Carpinus Caroliniana
Sweetleaf	Symplocus Tinctoria
Mountain Maple	Acer Spicatum
Witch Hazel	Hamamelis Virginiana
Pawpaw	Asimina Triloba
Yellowwood	Cladrastis Lutea
Carolina Buckthorn	Rhamnus Caroliniana

3. When more than 20 trees are planted on used on a site to meet these regulations, a mix of trees (genera) shall be provided. The following table indicates the maximum percentage of same trees (same genus) that may be planted.

TABLE 4.3.16.D-2 (TREES - # PER GENERA)

Planted on Site	Minimum Number of Genera Required	Maximum Percentage of Any Genera
20 trees or less	1	Not Applicable
21 to 50 trees	2	70 percent
51 to 100 trees	3	50 percent
101 to 200 trees	4	40 percent
200 to 500 trees	5	30 percent
Over 500 trees	6	25 percent

4. Shrubs when planted as a hedge, the maximum spacing for shrubs shall be 40 inches on center.
5. Canopy trees shall have a planting area no less than 10 feet wide in all dimensions. Accent and substitution trees shall have a planting area no less than eight feet wide in all dimensions. This requirement may be modified administratively by the Zoning Administrator.
6. Plants shall be mulched a minimum of three inches deep. Where selected plant material is not tolerant of deep mulch, a specific note regarding shallower mulch shall be set forth on the final

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landscape plan and approved by the City as part of the landscape plan. Mulch shall be kept away from tree trunks.

7. Where specified, Building foundation planting shall meet the following requirements:
 - a. Foundation plantings shall be placed within five feet of the building perimeter. If the Zoning Administrator determines that, due to site design considerations such as the location of sidewalks, plazas or service areas, this is not feasible, such plant materials may be located in planter boxes or in the areas of the site in a manner that enhances the overall landscape plan for the development.
 - b. One shrub shall be required as foundation planting for every ten (10) linear feet of Facade for Non-Residential Uses.
8. Any plant materials required for Screening must be evergreen and have an opacity of at least 90% from the ground through the full height of the plant.
9. At the time of installation, trees must be a minimum two and a half inches (2.5 in.) caliper measured three feet (3 ft.) from the base of the trunk.
10. At the time of installation, Shrubs must be a three (3) gallon container minimum and a minimum height above ground level of 30 in.
11. Plantings must not conflict at installation or maturity with the location of any other required Building and Building Site elements or other plantings.
12. Ground vegetation or Shrub plantings with spines, thorns or needles that may present hazards to pedestrians, bicyclists or vehicles are prohibited in the first two feet of the First Layer.

E. Placement of Trees and Shrubs.

1. Proposed trees and shrubs must be placed minimally 18 in. from any Sidewalk or pavement edge, measured from the center of the plant.
2. No trees shall be planted in wet retention ponds or drainage maintenance Easements.
3. Trees and shrubs shall be installed at least five feet away from the flow line of a drainage facility unless specifically designed as water quality measures adhering to best management practices.
4. Existing trees may remain in dry retention ponds provided that the natural grade is undisturbed to the tree line, they are a species adapted to seasonal flooding and the pond is adequately maintained.
5. Accent trees listed in **Table 4.3.16.D-1 (Native Plants of the Tennessee Valley)** and shrubs shall be allowed in access Easements, provided a minimum 20-foot wide travel way is maintained clear of vegetation, and all clear sight triangle requirements are met.

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6. Trees may be planted in Easements for underground utilities with approval by the City and any applicable utility provider, provided the root structure of the proposed tree is not anticipated to extend more than three feet below the ground. Shrubs may be planted, provided they are only within the outer three feet of the Easement. Where such trees and shrubs are planted, the property owner shall be responsible for replacement of such required vegetation if maintenance or other utility requirements require their temporary removal.

F. Artificial Plants / Turf.

Artificial plants or artificial turf are prohibited, except on active recreation fields that are typically subject to intense use and soil compaction that prohibits the establishment of turfgrass.

G. Establishment.

All required landscape areas must be watered and fertilized as necessary to ensure establishment within the first year planted in accordance with best landscape practices.

H. Screens.

Screens must be provided in accordance with Section 4.3.11.

I. Soils.

Soil shall be uncompacted coarse loam that is a minimum of 12 inches deep. Soils shall be appreciably free of gravel, stones, rubble or trash. All compacted soil, contaminated soil or road base fill shall be removed. Under no circumstances shall soils have greater than 5% or less than 0.5% organic matter.

J. Condition of Plants.

Plants must have normal, well-developed branches and vigorous root systems.

K. Pavement of First Layer.

The First Layer shall not be paved, except for the following:

1. Driveways and
2. Pavement matching the adjoining Public Frontage in Character Districts CD-4, CD-4C, CD-5, and CD-5C, where the Building is set back no more than five feet (5 ft.) from the Front Lot / Building Site Line.

L. Tree Protection.

1. Exemptions. The following Tree Removal activities are exempt from this Section 4.3.16.L:
 - a. The tree proposed for removal is located:
 - (1) On a single-family residential Lot or Building Site of one acre or less that is not noted as a Critical Lot or Building Site; or

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(2) On a Lot or Building Site in Districts CD-5 or CV;

2. Tree Removal. Existing trees on a Lot or Building Site or Development site shall not be removed or disturbed unless:
 - a. Trees are removed in accordance with an approved Development Plan or Master PUD Development Plan, site plan, Preliminary Plat, Building Permit, or grading permit that meets Sections 4.3.16.L.4 and 4.3.16.L.5; or
3. Tree Preservation Plan. As part of any Application required for a Development Plan or Master PUD Development Plan, site plan, or Preliminary Plat, the Applicant shall submit a Tree Preservation Plan with the following information:
 - a. The Lot or Building Site lines associated with the proposed development;
 - b. A recent aerial photograph with date photograph was taken;
 - c. The location and extent of the existing on site tree canopy, including an estimate of the total percentage of the parcels covered by the existing on-site tree canopy;
 - d. The exact location, health, and size of all Specimen Trees; however, in the instances of large established tree stands, the Zoning Administrator may accept an approximation of the location, health, and size of Specimen Trees if the trees are not being counted towards landscape requirements, or if the trees are located within a designated Tree Save Area; and
 - e. The minimum tree canopy retention requirement.
4. Protection of Tree Canopy.
 - a. Tree Removal activities associated with Agricultural Uses are exempt from this Section 4.3.16.L.4.
 - b. A percentage of the existing tree canopy shall be retained on a Development or construction site in accordance with **Table 4.3.16.L (Tree Canopy Cover Retention)** below:

TABLE 4.3.16.L TREE CANOPY COVER RETENTION

Existing Tree Canopy Cover	Minimum Tree Canopy Retention by Zoning District (as % of Total Tree Canopy Cover)
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ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

(as % of Total Development, Lot or Building Site Size)	CD-2 CD-3L CD-3 CD-4 CD-4C CD-5C SD-MHP SD-INT PUD-R PUD-MU	CD-4 CD-4C CD-5C SD-INT PUD-MU	SD-LI SD-HI
80% - 100%	30%	15%	10%
60% - 79%	36%	18%	11%
40% - 59%	45%	22%	12%
20% - 39%	48%	24%	13%
195 - Less	54%	26%	14%
1 Additional tree canopy retention may be required under other provisions of this Ordinance. 2 CD-5 and CV do not have a minimum tree canopy retention requirement. 3 Residential portion of Development or construction in noted Districts. 4 Non-Residential portion of Development or construction in noted Districts.			

c. Designation of Tree Save Areas.

- (1) The minimum tree canopy to be retained within a construction or Development site shall be located within designated Tree Save Areas, which shall include the areas occupied by the Critical Root Zones of all healthy trees being retained in accordance with this Section 4.3.16.L.4.
- (2) The location of Tree Save Areas shall be based on the presence of any one or more of the following:
 - (a) Woodland forest;
 - (b) Established tree stands;

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- (c) Tree rows; or
 - (d) Specimen Trees.
- (3) Tree Save Areas shall be depicted as an open space, conservation easement, or Civic Space on the applicable Development Plan or Master PUD Development Plan, site plan, or Preliminary Plat, and recorded on the Final Plat, as applicable.
- (4) Each single-family residential Lot or Building Site with Tree Save Areas shall be identified on the applicable Development Plan or Master PUD Development Plan, site plan, or Preliminary Plat, and shall be platted on the Final Plat, if applicable.
- (5) Tree Save Area Priorities. Consideration shall be given to the following when determining locations for Tree Save Areas:
 - (a) Woodland forests greater than five acres;
 - (b) Riparian buffers or natural drainage courses;
 - (c) Land with naturally occurring slopes of 20 percent or greater;
 - (d) Habitat used by endangered or threatened species;
 - (e) Scenic corridors and viewsheds;
 - (f) Areas that could serve to extend existing greenways, trails, parks, or recreation areas; and
 - (g) Areas needed for Buffers.
- d. Removal of Trees in Tree Save Areas. The removal, damage, or destruction of trees within a Tree Save Area shall be a violation of this Ordinance and require mitigation in accordance with the following standards:
 - (1) Any tree that is damaged or removed from the Tree Save Area shall be replaced at a rate of two caliper inches per one caliper inch removed, with each replacement tree having a minimum diameter of two caliper inches. If the total caliper inches removed cannot be determined, the area subject to Tree Removal shall be replanted at the rate of 80 trees per acre for each acre disturbed, or portion thereof. Replacement trees shall not be used to meet any other landscape requirements.
 - (2) Replacement trees for trees removed from the Tree Save Area shall be planted in the Tree Save Area or, in cases where adequate room is not available, planted elsewhere on the Lot or Building Site or Development site. In cases where adequate room on the Lot or Building Site or Development site is not available as determined by the Decision-Making Authority for the applicable review mitigation may take the form of planting on a site within 1,320 feet of the Lot, Building Site, or Development Parcel

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(3) Following notice of violation from the Zoning Administrator related to this Section 4.3.16.L, no Decision-Making Authority shall review or approve any application for the site from the date of the violation until:

(a) A replacement plan has been approved by the Zoning Administrator and a performance guarantee for the associated replacement has been established in accordance with Section 1.26; or

5. Protection of Specimen Trees.

a. General Protections.

(1) Specimen Trees shall not be cut, removed, pushed over, killed, or otherwise harmed, except as exempted by Section 4.3.16.L.1 and allowed by Section 4.3.16.L.5.c.

(2) The area within the Critical Root Zone, known as the Tree Protection Zone, of any Specimen Tree shall not be subject to any disturbance unless the disturbance is based on an ISA certified arborist report stating that the proposed construction shall cause no harm to the tree and is approved by the Zoning Administrator.

b. Designation on Plans and Plats.

c. Each single-family Residential Lot or Building Site with Specimen Trees shall be identified on each Development Plan, Master PUD Development Plan, and site plan and Final Plat, if applicable, noting that there is a Specimen Tree on such Lot or Building Site, which must be preserved and cannot be removed.

d. Removal and Replacement of Specimen Trees. The removal, damage, or destruction of Specimen Trees shall be a violation of this Ordinance and require mitigation in accordance with the following standards:

(1) Two caliper inches of replacement trees shall be provided for each caliper inch of Specimen Tree removed. Each replacement tree shall be a minimum of two and a half caliper inches, and shall either be replanted within 12 months of the removal of the Specimen Tree, or within a timeframe approved by the Zoning Administrator. Performance guarantees for the associated replacement, if warranted in the opinion of the Zoning Administrator, shall be established in accordance with Section 1.26. Replacement trees shall not be used to meet any other landscape requirements.

(2) Replacement trees shall be planted on the Lot or Building Site or as applicable, the Development Parcel, where the Specimen Tree was removed; however, in cases where space on the Lot or Building Site is insufficient, the Zoning Administrator may allow mitigation through planting on a site within 1,320 feet of the Lot or Building Site. In cases where space on the Development Parcel is insufficient, the Planning Commission may allow mitigation through planting on a site within 1,320 feet of the Development Parcel.

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6. Tree Protection During Construction.

a. Tree Protection Fencing.

- (1) All Specimen Trees in a Tree Protection Zone and the perimeter of Tree Save Areas shall be fenced in accordance with this Subsection before any Development or construction activity begins. Fencing shall extend at least one foot in distance from the edge of the tree for each inch of diameter at breast height (DBH), so that, at a minimum, each tree's Critical Root Zone is protected, but no case shall the tree fence be less than ten feet from the trunk. The Zoning Administrator shall consider existing site conditions in determining the exact location of any tree protection fencing.
- (2) All fencing required by this Subsection shall be chain link fencing at least four feet in height and secured using appropriate posts spaced not more than ten feet apart. Such chain link fencing is not required to be vinyl coated.
- (3) Signs that are visible on all sides of the fenced-in area shall be installed on the tree protection fence at a rate of at least one sign for every 150 linear feet. The size of each sign must be a minimum of two feet by two feet and shall contain the following language in English and Spanish: "TREE PROTECTION ZONE: KEEP OUT. ZONA DE LA PROTECCION DEL ARBOL. NO SE PERMITE ENTRAR".
- (4) All tree protection measures shall be inspected by and approved by the Zoning Administrator prior to start of any Development or construction activities. Failure to install tree protection measures prior to the commencement of construction is a violation of this Ordinance.
- (5) The tree protection fencing shall be clearly shown on the Development Plan, Master PUD Development Plan, and site plan. No construction, grading, equipment or material storage, or any other activity shall be allowed within the fenced area except in accordance with the standards in Section 4.3.16.L.6.b.
- (6) Fencing shall be maintained until the Development or construction activities are complete.

b. Encroachments into Critical Root Zones.

- (1) Encroachments within the Critical Root Zones of trees protected in accordance with this Subsection shall occur only in rare instances where no alternatives exist, such as may be required for the installation of streets, internal drives, sidewalks, or utilities.
- (2) If unauthorized encroachments occur, leading to trees being damaged during construction activities, the trees shall be replaced at a one caliper inch to one caliper inch ratio.

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- c. **Owner's Responsibility During Development.** The owner, or if the owner is different from the developer, the developer, shall be responsible for the erection of all barriers necessary to protect any existing or installed trees from damage both during and after construction in accordance with the standards of this Subsection.

4.3.16 PRIVATE LIGHTING STANDARDS

The following standards and requirements are applicable within all Districts and Civic Districts:

A. Areas to be Lighted.

All Parking Areas, Parking Lots, Parking Structures, and accessways within the Lot or Building Site shall be lighted.

B. Lighting Standards.

1. A lighting standard shall be no event higher than 30 feet in Non-Residential Parking Areas and Parking Lots or 15 feet in other areas.
2. Additional standards may apply within a Historic District, Historic Landmark District, or with respect to a Historic Structure.

C. Illumination.

1. Illumination at all Building Site Lines must meet the standards of Table 4.3.17.B (Private Lighting Standards); provided that a minimum of one foot-candle (1.0 fc) of illumination must be provided throughout all Parking Areas, Parking Lots, and Parking Structures.

TABLE 4.3.17.B (PRIVATE LIGHT STANDARDS)

District	Min./Max. Lighting Level at Frontage Line
CD-2, CD-3L & CD-3	0 – 1.0 FC
CD-4 & CD-4C	0 – 1.0 FC
CD-5 & CD-5C	1.0 - 2.0 FC

2. Lighting fixtures shall be mounted in a manner so that the cone of illumination is contained on-site and does not cross any property line of the site.
3. Lighting shall not be oriented so that it directs glare or excessive illumination onto Streets in a manner that may distract or interfere with the vision of drivers.

ARTICLE 4: BUILDING, LOT & BUILDING SITE STANDARDS

4. Any fixtures used to accent architectural features, landscaping, or art shall be located, aimed or shielded to minimize light spill into the night sky.
5. Use of illuminated tubing or light strings outlining or defining property lines, sales areas, roof lines, doors, windows or similar areas or features in a manner that is not primarily for safety purposes, as determined by the Zoning Administrator, is prohibited. This paragraph shall not limit the use of lights illuminating outdoor dining or gathering areas.
6. Lighting for Internal Drives is not subject to this Section 4.3.17, but must comply with the Public Lighting Standards set forth in Article 5.

D. Building Spotlights.

Spotlights on Buildings shall not be used to meet the lighting requirements of this Ordinance.

E. Limitation on Periods of Use.

Outdoor recreation areas Adjacent to Residential Uses or Districts shall not be illuminated after 10 PM Sunday through Thursday, and 11 PM Friday and Saturday.

4.3.17 SIGNAGE

All signage must comply with the standards and requirements of Article 7 (Sign Standards).

Article 4 Building, Lot & Building Site Standards
Proposed Zoning Text Amendment
Related to Planned Unit Development (PUD) Districts

Additions are Underlined
~~Deletions are Strikethrough~~

Proposed Changes

TABLE 4.3.1-L Planned Unit Development Residential2

TABLE 4.3.1-M Planned Unit Development Mixed-Use4

**Article 4 Building, Lot & Building Site Standards
Proposed Zoning Text Amendment
Related to Planned Unit Development (PUD)
Districts**

Additions are Underlined
~~Deletions are Strikethrough~~

TABLE 4.3.1-L

**Planned Unit Development Residential
PUD-R District Standards (p. 156 - 166)**

Pagination reflects July 2022 adopted version. Precise location of standard may differ slightly based on City Council action on other ZTAs in September 2024.

Replace current table with changes to formatting and revise standards as follows:

All Development in a PUD-R District must comply with all applicable standards of this Ordinance, the Engineering Standards and Specifications, and engineering best practices. ~~including without limitation the following:~~

~~A. Design Criteria, General~~

1. In order to reduce curb cuts and provide a unified corridor image, a secondary frontage road may be required along selected portions of the highway as determined by the Planning Commission. Access points to the highway will be predetermined based on topography, highway alignment, vegetation, etc.

These standards are at p. 163 and relate to the design of Thoroughfares and Internal Drives.

~~2. Points of access from individual sites onto the highway or frontage road shall be coordinated so as to pair entrances wherever possible.~~

3. Roads and Parking areas shall follow the natural topography whenever possible to minimize cutting and filling.

~~B. Design Criteria, Detailed~~

~~1. All curb cuts and driveways shall have a minimum separation of 300 feet.~~

~~2. Driveways and entrance roads shall be designed according to the following criteria:~~

~~a. The surface shall be a permanent, all-weather
paement, such as asphalt or concrete.~~

~~b. The design speed shall be 15 mph.~~

Article 4 Building, Lot & Building Site Standards

Proposed Zoning Text Amendment

Related to Planned Unit Development (PUD)

Districts

Additions are Underlined
~~Deletions are Strikethrough~~

c. ~~Maximum slope shall be 5% in the first 200 feet of the drive. The slope may be increased to 7% if the applicant can show that a lesser slope would result in undue hardship.~~

d. ~~All drives and roads shall intersect the highway at 900 angles.~~

e. ~~Where the projected Average Daily Trips (ADT) for a driveway or road is greater than 500, islands extending 20 feet into the property shall be provided for channelization of traffic.~~

f. ~~Where feasible, curb cuts shall be aligned with existing median cuts.~~

g. ~~Proposed median cuts must receive the approval of the Planning Commission before being submitted to the State Department of Transportation (DOT) for approval. State DOT approval shall be required for all curb cuts.~~

h. ~~Where the projected ADT for a crossroad is greater than 1,000 acceleration and deceleration lanes are required. The length of those lanes shall be 450 feet and two 250 feet, respectively.~~

i. ~~The need for signalization shall be explored with the Tennessee Department of Transportation under the following circumstances:~~

~~-The ADT for the highway is greater than 6,720, and the projected ADT exiting a crossroad is greater than 1,600 for one lane or 2,248 for two lanes;~~

~~-The ADT for the highway is greater than 10,080, and the projected ADT exiting a crossroad is greater than 850 for one lane or 1,120 for two lanes; and~~

~~-The Planning Commission determines that signalization may be warranted.~~

Article 4 Building, Lot & Building Site Standards

Proposed Zoning Text Amendment

Related to Planned Unit Development (PUD) Districts

Additions are Underlined
~~Deletions are Strikethrough~~

TABLE 4.3.1-M

Planned Unit Development Mixed-Use

PUD-MU District Standards (p. 168-178)

Replace current table with changes to formatting and
revise standards as follows:

*Provide larger building site
for Large Scale
Commercial, and reduce
min frontage buildout*

Lot Occupation	
Lot/Building Site Width	18 ft. min; 180 ft. max; except for Townhouses, 18 - 24 ft. for single Townhouse unit attached to other Townhouse units or 18 -24 ft. per Townhouse unit X number of attached Townhouse units on single Lot or Building Site, with max. of 6 attached units; 100 ft. max. for Small Multifamily Building <u>Large Scale Commercial: 600 ft. max</u>
Frontage Buildout	90% min <u>60% min</u>
Lot/Building Site Area	NR
Impervious Surface Coverage	100% max
Lot/Building Site Enfrontment	Must enfront a vehicular Thoroughfare or Internal Drive, except ≤ 20% of the Lot / Building Sites within a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lot / Building Sites have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.
Lot/Building Site Access	All Lots must have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.

Article 4 Building, Lot & Building Site Standards

Proposed Zoning Text Amendment

Related to Planned Unit Development (PUD) Districts

Additions are Underlined
Deletions are Strikethrough

*Minimum Ceiling height
left unchanged*

*Adjust shopfront façade
glazing requirement,*

Building Standards	
Building Height	
Principal Building	2 Stories min. – 4 stories max <u>One story greater than maximum height permitted in adjacent character district, or as determined by the Planning Commission based on proposed use and site conditions</u>
Accessory Building	<u>2 Stories max, or as determined by the Planning Commission based on proposed use and site conditions</u>
Along any District boundary where a PUD-MU District adjoins a Residential District that is not included within a PUD-MU District no Building within the commercial planned unit Development shall project through imaginary planes starting at the maximum height permitted in the adjoining District and leaning inward from District boundaries at an angle representing an increase of 1/2 foot in height for each foot of horizontal distance perpendicular to the boundary. *Stories and height do not include Attics and Basements, chimneys, flagpoles, towers, steeples, spires, belfries, parapet walls, aerals, or antennas. Any Building exceeding 35 feet in height must obtain approval from the Fire Department prior to the issuance of a Building Permit. The Fire Department may stipulate special fire protection measures in accordance with National Fire Protection Association and International Building Code criteria as a condition of approval of such Structure. In such instance the stipulations made by the Fire Department in accordance with the above cited codes shall be required.	
Ceiling Height	
May not exceed 14 ft. from finished floor to finished ceiling, except for a first floor Commercial, Office, Retail/Personal Service, or Accommodation / Lodging Use, which must be a minimum of 11 ft. with a maximum of 25 ft.	
Facade	
Facade Glazing	<u>Non-Shopfront: 20% – 60% of total ground floor Facade area</u> for non-Shopfront; 70% of total Facade area min. for Shopfront Frontage.

Article 4 Building, Lot & Building Site Standards

Proposed Zoning Text Amendment

Related to Planned Unit Development (PUD)

Districts

Additions are Underlined
~~Deletions are Strikethrough~~

	<u>Shopfront: min. 50% of total ground floor Facade area; min. 20% of total Façade area on upper floors and secondary elevations.</u>
Facade Variety	Within a Development Parcel no Facade may exist more than once on a Block Face or within view of the same Facade

Building Types			
House	P	Commercial	P
Duplex	P	Mixed Use	P
Townhouse	P	Flex	P
Small Multifamily	P	Mid-Rise	P
Large Multifamily	P	Large Scale Commercial	NP P
Live/Work	P	Civic	P

Add Large Scale Commercial to match building type tables

**Article 4 Building, Lot & Building Site Standards
Proposed Zoning Text Amendment
Related to Special Districts**

Additions are Underlined
~~Deletions are Strikethrough~~

Proposed Changes

TABLE 4.3.1-I SD-INT District Standards (p. 124 - 133)	2
TABLE 4.3.1-J SD-LI District Standards (p. 134-145).....	3
TABLE 4.3.1-K SD-HI District Standards (p. 146 - 155)	5

Article 4 Building, Lot & Building Site Standards

Proposed Zoning Text Amendment

Related to Special Districts

Additions are Underlined
Deletions are Strikethrough

TABLE 4.3.1-I

Interstate Service Special District

SD-INT District Standards (p. 124 - 133)

Replace current table with changes to formatting and revise standards as follows:

Pagination reflects July 2022 adopted version. Precise location of standard may differ slightly based on City Council action on other ZTAs in September 2024.

Lot Occupation	
Lot/Building Site Width	100 ft. min
Lot Frontage on Street / Highway	100 ft. min
Lot Depth	NR
Frontage Buildout	NR
Lot/Building Site Area	20,000 SF min
Impervious Surface Coverage	NR
Usable Open Space Min	Min. 7% of gross site area
Lot/Building Site Enfrontment	<u>NR Must enfront a vehicular Thoroughfare, Internal Drive, or Driveway. Lots or Building Sites within a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lots have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.</u>
Lot/Building Site Access	All Lots and Building Sites must have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.

Article 4 Building, Lot & Building Site Standards

Proposed Zoning Text Amendment

Related to Special Districts

Additions are Underlined
 Deletions are Strikethrough

TABLE 4.3.1-J

Light Industrial Special District

SD-LI District Standards (p. 134-145)

Replace current table with changes to formatting
 and revise standards as follows:

Clarify that enfrontment is permitted on Driveways and Pedestrian Paths.

Lot Occupation	
Lot/Building Site Width	50 ft. min
Lot Depth	NR
Frontage Buildout	NR
Lot/Building Site Area	40,000 SF min
Impervious Surface Coverage	70% max
Usable Open Space Min	Min. 7% of gross site area
Lot/Building Site Enfrontment	<u>NR Must enfront a vehicular Thoroughfare, Internal Drive, or Driveway. Lots or Building Sites within a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lots have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.</u>
Lot/Building Site Access	All Lots and Building Sites must have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.

Article 4 Building, Lot & Building Site Standards

Proposed Zoning Text Amendment

Related to Special Districts

Additions are Underlined
 Deletions are Strikethrough

Correct omission of front-setback in adopted code.

Setbacks / Yards	
Setbacks / Yards - Principal / Accessory Building	
Street Yard - Min	As applicable: - For sites Adjacent to and sharing frontage with a Residential District: - An addition to an existing Building with a front wall of variable distance from the street may be extended to the plane of the existing front wall closest to the street. - Except for an addition to an existing Building described in 1.a above, the lesser of the avg depth of Street Yards of existing Buildings within 100 ft. on each side of a Lot or 40 ft. ⁽¹⁾ <u>Otherwise, 20 ft.</u> ⁽¹⁾
Side Yard-Per side	As applicable: - For sites abutting a Residential District, 50 ft. along the common boundary; - Otherwise, 10 ft. ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾
Rear Yard	As applicable: - For sites abutting a Residential District, 50 ft. along the common boundary; - Otherwise, 20 ft. ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾

Article 4 Building, Lot & Building Site Standards

Proposed Zoning Text Amendment

Related to Special Districts

Additions are Underlined
Deletions are Strikethrough

TABLE 4.3.1-K

Heavy Industrial District

SD-HI District Standards (p. 146 - 155)

Replace current table with changes to formatting and
revise standards as follows:

Lot Occupation	
Lot/Building Site Width	100 ft. min
Lot Frontage on Street / Highway	24 ft. min
Lot Depth	NR
Frontage Buildout	NR
Lot/Building Site Area	as required to meet all other applicable requirements of this Ordinance
Impervious Surface Coverage	70% max
Usable Open Space Min	Min. 7% of gross site area
Lot/Building Site Enfrontment	NR <u>Must enfront a vehicular Thoroughfare, Internal Drive, or Driveway. Lots or Building Sites within a Development Parcel may Enfront a Pedestrian Path, Passage, pedestrian walkway or water body if such Lots have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.</u>
Lot/Building Site Access	All Lots and Building Sites must have legal and physical vehicular access to a vehicular Thoroughfare via Driveway or Easement.

Q3 – 2023 Zoning Text Amendment Special Districts

Project #:	24-0335	Location:	N/A
Applicant:	Kevin C. McCarthy, AICP	Case Type(s):	Text Amendment
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	N/A

SUMMARY

This request modifies the text of Article 4 of the zoning ordinance revising the standards for **special districts**. Special districts exist alongside the continuum of character districts and provide for land uses and physical arrangements which are incompatible with the rural-suburban-urban transect model. The proposed changes relate to the position of structures on a lot or building site and correction of an error in the July 2022 adopted code.

The applicant, the Zoning Administrator, requests to amend the text of Ordinance 4400, the zoning ordinance for the City of Columbia. This is the fourth 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 two years administering the Ordinance. This round of proposed amendments is detailed in the attached list of topics and track changes documents.

- 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 ongoing current process of reviewing and updating the Zoning Ordinance, Subdivision Regulations, Engineering Standards & Specifications, and other regulating documents is part of the implementation of Connect Columbia, the City's comprehensive plan.

REVIEW PROCESS

Section **8.5.18** 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 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 second and third of five rounds of zoning text amendments staff plans to present to the Planning Commission between December 2023 and December 2024.

Proposed changes include:

- **Table 4.3.1-I – Interstate Service Special District (SD-INT)**
 - Revise lot/building site enforcement to explicitly permit structures in SD-INT to be oriented toward Driveways and frontages other than Thoroughfares and Internal Drives.
- **Table 4.3.1-J – Light Industrial District (SD-LI)**
 - Revise lot/building site enforcement to explicitly permit structures in SD-LI to be oriented toward Driveways and frontages other than Thoroughfares and Internal Drives.
 - Add the second clause of the minimum street yard setback for SD-LI applicable to lots and building sites which are not adjacent to residential districts (20 feet). This standard was inadvertently omitted from the Ordinance in 2022.
- **Table 4.3.1-K – Heavy Industrial District (SD-HI)**
 - Revise lot/building site enforcement to explicitly permit structures in SD-HI to be oriented toward Driveways and frontages other than Thoroughfares and Internal Drives.

The Planning Commission may recommend approval of the proposed text amendments, direct staff to prepare an alternative text amendment, or decline to act on the proposed changes.

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 amendments **[may be subject to modificaitons proposed by the Planning Commission]**.

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.



Q3 – 2023 Zoning Text Amendment Planned Unit Development Districts

Project #:	24-0336	Location:	N/A
Applicant:	Kevin C. McCarthy, AICP	Case Type(s):	Text Amendment
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	N/A

SUMMARY

This request modifies the text of Article 4 of the zoning ordinance revising the standards for **planned unit development districts**. Planned unit developments provide an alternative to the thirteen base districts of the zoning ordinance. The residential and mixed-use planned unit development standards provide a baseline for crafting a customized set of standards for a unique site or land use. In order to utilize a planned unit development, an applicant must demonstrate that the intrinsic nature of the use or site cannot conform to the standards of a base zone and a customized set of standards is necessary to implement Connect Columbia.

The applicant, the Zoning Administrator, requests to amend the text of Ordinance 4400, the zoning ordinance for the City of Columbia. This is the fourth 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 two years administering the Ordinance. This round of proposed amendments is detailed in the attached list of topics and track changes documents.

- 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 ongoing current process of reviewing and updating the Zoning Ordinance, Subdivision Regulations, Engineering Standards & Specifications, and other regulating documents is part of the implementation of Connect Columbia, the City's comprehensive plan.

REVIEW PROCESS

Section **8.5.18** 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 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 second and third of five rounds of zoning text amendments staff plans to present to the Planning Commission between December 2023 and December 2024.

Proposed changes include:

- **TABLE 4.3.1-L– Planned Unit Development Residential (PUD-R)**
 - Delete section pertaining to roadway design at p. 163. These standards duplicate and potentially contradict the Engineering Standards & Specifications.
- **Table 4.3.1-M – Planned Unit Development Residential (PUD-MU)**
 - Provide an increased lot width of 600 feet for Large Scale Commercial buildings. Currently the maximum lot width is 180 feet.
 - Reduce the minimum frontage buildout from 90% to 60%. The 90% frontage buildout has been difficult to achieve. The 60% frontage buildout matches the requirement of the General Urban character districts (CD-4) and maintains the emphasis on appropriately-scaled buildings.
 - Eliminate the two-story minimum for buildings in a mixed use planned unit development.
 - Establish a variable maximum height based on compatibility with adjacent zones and the determination of the Planning Commission.

The Planning Commission may recommend approval of the proposed text amendments, direct staff to prepare an alternative text amendment, or decline to act on the proposed changes.

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 amendments [may be subject to modifications proposed by the Planning Commission].

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

Paul Keltner, AICP, Director of Development Services, pkeltner@columbiatn.gov, 931-560-1560

AGENDA ITEM TITLE: 2ND CONSIDERATION ON ORDINANCE NO. 4528 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING SIGN STANDARDS IN ARTICLE 7 BY REPEALING SUCH ARTICLE AND REPLACING IT WITH A NEW ARTICLE 7, SIGN STANDARDS - CITYWIDE

RECOMMENDATION: Approve Ordinance No. 4528 on second consideration.

INFORMATION: The Department of Development Services is requesting to amend the Zoning Ordinance of Columbia, Ordinance 4400, with changes concerning Article 7: Sign Standards, as reviewed and recommended by the Planning Commission at the September 4, 2024 meeting. Approval was recommended by a vote of four to zero.

ATTACHMENTS: Staff Report, Ordinance No. 4528, Exhibit A, Marked Changes, Development Services Staff Report.

AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE REGARDING SIGN STANDARDS IN ARTICLE 7 BY REPEALING SUCH ARTICLE AND REPLACING IT WITH A NEW ARTICLE 7 SIGN SITE STANDARDS.

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 4th day of September 2024, the Planning Commission reviewed and recommended specific changes in accordance to Section 8.5.18, to the Zoning Ordinance regarding Sign Standards in Article 7. As a result, Article 7 is being repealed in its entirety and replaced with a new Article 7 which is attached hereto as Exhibit "A" and incorporated herein by reference. Said recommendations are being considered after a public hearing held on the 10th day of October, 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 repealing Article 7 in its entirety and replacing such Article with a new Article 7, Sign Site Standards which is attached hereto as Exhibit "A" and 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 14th day of November, 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: _____

ARTICLE 7: SIGN STANDARDS

ARTICLE 7: SIGN STANDARDS

SECTION 7.1 SIGN STANDARDS

7.1.1 Purpose.

The purpose of this Section 7.1 is to establish a comprehensive scheme for the regulation of Signs in the City. More specifically, this Section is intended to address aesthetic, traffic safety, and property value concerns for the benefit of the public health, safety and welfare, while allowing the use of signs as a medium for conveying messages.

A. Communication & Navigation

Encourage the effective use of Signs as a means of communication and to facilitate navigation from place to place within the City.

B. Conveyance of Information & Traffic Safety

Balance the need for information for motorists and pedestrians with the need for traffic safety by limiting Signs or characteristics of Signs that may be distracting to drivers.

C. Expression & Maintenance of Environment

Balance the desire and need of individuals to express themselves through Signs with the desire to maintain a pleasing, safe, and navigable environment for residents and visitors.

D. Means of Expression

Provide for the display of noncommercial messages in Residential areas, recognizing the unique value of Residential signage as a means of exercising constitutional freedom of expression.

E. Property Value

Protect and enhance the value of property in the City by providing for Signs consistent with the character of the area in which it is located.

7.1.2 Compliance.

A. General.

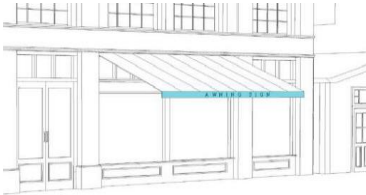
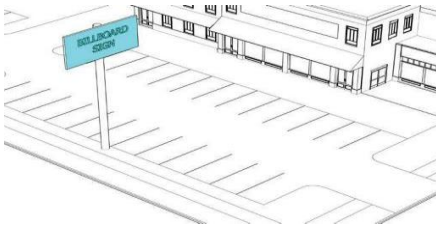
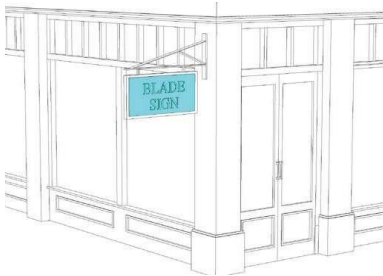
Signs must comply with the requirements of this Article

B. Sign Types, Standards, and Numbers

Within each District, the allowed types and numbers of Signs shall be as provided in **Table 7.1.2.B-1 (Sign Types - Summary)**, **Table 7.1.2.B-2 (Sign Types - Specific Standards)**, and **this Section 7.1**. Each Sign type shall be subject to the applicable standards and requirements of **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards)**.

ARTICLE 7: SIGN STANDARDS

Table 7.1.2.B-1 SIGN TYPES - SUMMARY

Specific Sign Type	Illustration	Districts
Awning Sign An awning that contains lettering painted, screen printed, or applied on the awning valance.		CD-4, CD-4C CD-5, CD-5C SD-INT SD-LI SD-HI PUD-MU CV
Band Sign A Sign that is flat against the Facade and placed directly above the main entrance and often run horizontally along the entablature of traditional Buildings. Band Signs are typically intended to be seen from a distance and are often accompanied by additional pedestrian-scaled signage.		CD-4, CD-4C CD-5, CD-5C SD-INT SD-LI SD-HI PUD-MU CV
Billboard Sign A Sign intended for viewing from extended distances, which is mounted on one or two poles. A Pylon Sign is not a Billboard.		SD-INT
Blade Sign A Sign mounted on the first floor of a Building perpendicular to a Building Facade Wall, typically hung from decorative cast or wrought iron bracket in a manner that permits it to swing slightly. These Signs are small, pedestrian-scaled, and easily read from both sides.		CD-4, CD-4C CD-5, CD-5C SD-INT SD-LI SD-HI PUD-MU CV
Campus Sign A small, ground-mounted sign for pedestrian and vehicular circulation within a large multi-building site such as a church, hospital, or school. Campus signs direct visitors to parking and building locations.		All Districts

ARTICLE 7: SIGN STANDARDS

Directory Sign

A Sign that displays the tenant names and locations for a Building containing multiple tenants.

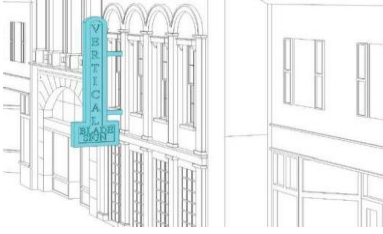
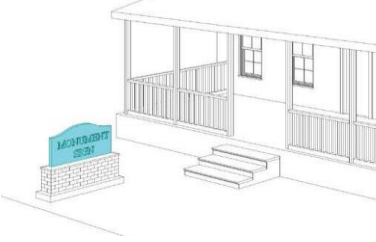
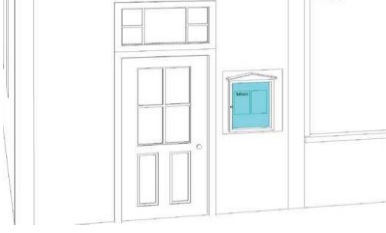
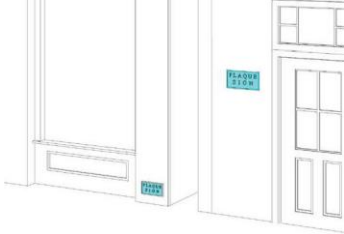


CD-4, CD-4C
CD-5, CD-5C
SD-INT
SD-LI
SD-HI
PUD-MU
CV

Illustrations are provided for illustrative purposes only.

ARTICLE 7: SIGN STANDARDS

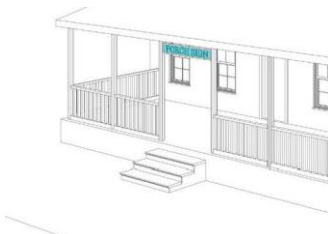
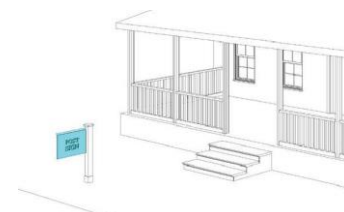
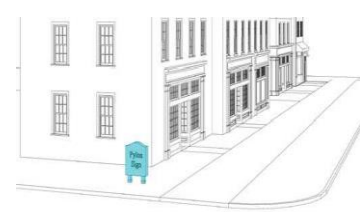
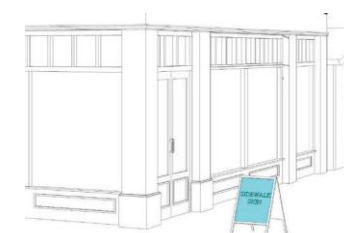
Table 7.1.2.B-1 SIGN TYPES - SUMMARY

Specific Sign Type	Illustration	Districts
Large Projecting Sign A Sign attached above the first floor of a multi-floor Building and projecting from a Building Facade at a 90-degree angle, or if oriented to a Block corner, a 45 degree angle.		CD-5, CD-5C SD-INT SD-LI SD-HI PUD-MU CV
Marquee Sign A Sign that is located either along the Facade where it projects perpendicular to the Facade or at the corner of a Building where it projects at a 45 degree angle. These Signs often extend beyond the parapet of the Building, but may also terminate below the cornice or eave. Marquee Signs may have neon lettering used in conjunction with painted colored or changeable lettering.		CD-5, CD-5C SD-INT SD-LI SD-HI PUD-MU CV
Monument Sign A Sign that is erected on a solid base directly on the ground, and that is itself constructed of a solid material.		CD-2 CD-3L CD-3 CD-4 CD-4C SD-INT SD-LI SD-HI CV
Outdoor Display Case A Sign consisting of a lockable metal- or wood-framed cabinet with a hinged transparent door inside of which information may be viewed and accessed for maintenance and updating.		CD-4, CD-4C CD-5, CD-5C SD-INT SD-LI SD-HI PUD-MU CV
Plaque Sign A Sign that identifies a Building or its builder, or on professional office Buildings, which might name the firm or partners in a firm. May also be referred to as an Architectural Sign.		CD-4, CD-4C CD-5, CD-5C SD-INT SD-LI SD-HI PUD-MU CV

Illustrations are provided for illustrative purposes only.

ARTICLE 7: SIGN STANDARDS

Table 7.1.2.B-1 SIGN TYPES - SUMMARY

Specific Sign Type	Illustration	Districts
Porch Sign Signs that are mounted on a porch. Signs must be placed parallel to the Building Facade.		CD-4, CD-4C SD-INT SD-LI SD-HI CV
Post Sign A Sign that is mounted on one or two posts in the First Lot Layer.		CD-4, CD-4C SD-INT SD-LI SD-HI CV
Pylon Sign A Freestanding Sign that is mounted on two poles.		CD-3 CD-4C CD-5C SD-INT SD-LI SD-HI
Sidewalk Sign A free-standing, double-sided Sign with lettering painted or applied to the surface, placed at the entrance to a Building in a primarily pedestrian environment. Sidewalk Signs provide secondary signage.		CD-4, CD-4C CD-5, CD-5C SD-INT SD-LI SD-HI PUD-MU CV
Wall Sign A Sign that is flat against the Facade of a Secondary Frontage. These Signs are typically painted directly on the Building and contain a combination of text and graphic elements. They are intended to be visible from a greater distance and shall be accompanied by additional signage on the Facade at the Principal Frontage.		CD-4, CD-4C CD-5, CD-5C SD-INT SD-LI SD-HI PUD-MU CV
Window Sign A Sign that is professionally painted or applied directly on the inside of a window or hanging inside a window, consisting of individual letters and designs.		CD-4, CD-4C CD-5, CD-5C SD-INT SD-LI SD-HI PUD-MU CV

Illustrations are provided for illustrative purposes only.

ARTICLE 7: SIGN STANDARDS

AWNING SIGN

TABLE 7.1.2.B-2 SIGN TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-4	CD-4C	CD-5	CD-5C	SD-INT	SD-LI	SD-HI	PUD-MU	CV
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General Description	Additional Standards
An awning that contains letters painted, screen printed, or applied on the awning valance.	In addition to all other applicable standards, each Awning Sign allowed under this Article: a. Shall be only on an awning that: i. does not conceal an architectural feature ii. has no side panels or soffit; iii. is rectangular in elevation and triangular in cross-section with straight edges and is not quarter-round or domed; and iv. has a metal structure covered in opaque authentic or synthetic canvas or painted metal; and b. shall be limited to the valance of the awning.

Dimensions

Quantity (max)	1 per window
Width / Height	max width = width of façade max height = n/a letters, numbers, and graphics covering no more than 70% of the valance area
Depth / Projection	min 8 ft. fully extended, back of curb, whichever is less
Clearance	min 8 ft.
Letter Height	min 5 in., max 10 in.
Valance Height	max 12 in.

ARTICLE 7: SIGN STANDARDS

BAND SIGN

**TABLE 7.1.2.B-2 SIGN TYPES
SPECIFIC STANDARDS**



Permitted Districts

CD-4	CD-4C	CD-5	CD-5C	SD-INT	SD-LI	SD-HI	PUD-MU	CV
General Description		Additional Standards						
A Sign that is flat against the Façade and often run horizontally along the entablature of traditional Buildings. Band Signs are typically intended to be seen from a distance and are often accompanied by additional pedestrian-scaled signage.		In addition to all other applicable standards, each Band Sign allowed under this Article:						
		a. shall be applied to the first Story Façade and not project vertically above the roof line. b. shall have letters individually attached to the wall, on a separate background panel affixed to the wall, or printed or etched on the same surface as the background. c. shall not obscure any architectural element of the Building and shall be in vertical alignment with the center of an architectural element such as a storefront window or entrance, or centered over the bay or over all space occupied by the Business. d. Where a Wall Sign is used on the same elevation as a Band Sign, the area of the Wall Sign shall be subtracted from the maximum allowable area of the Band Sand						

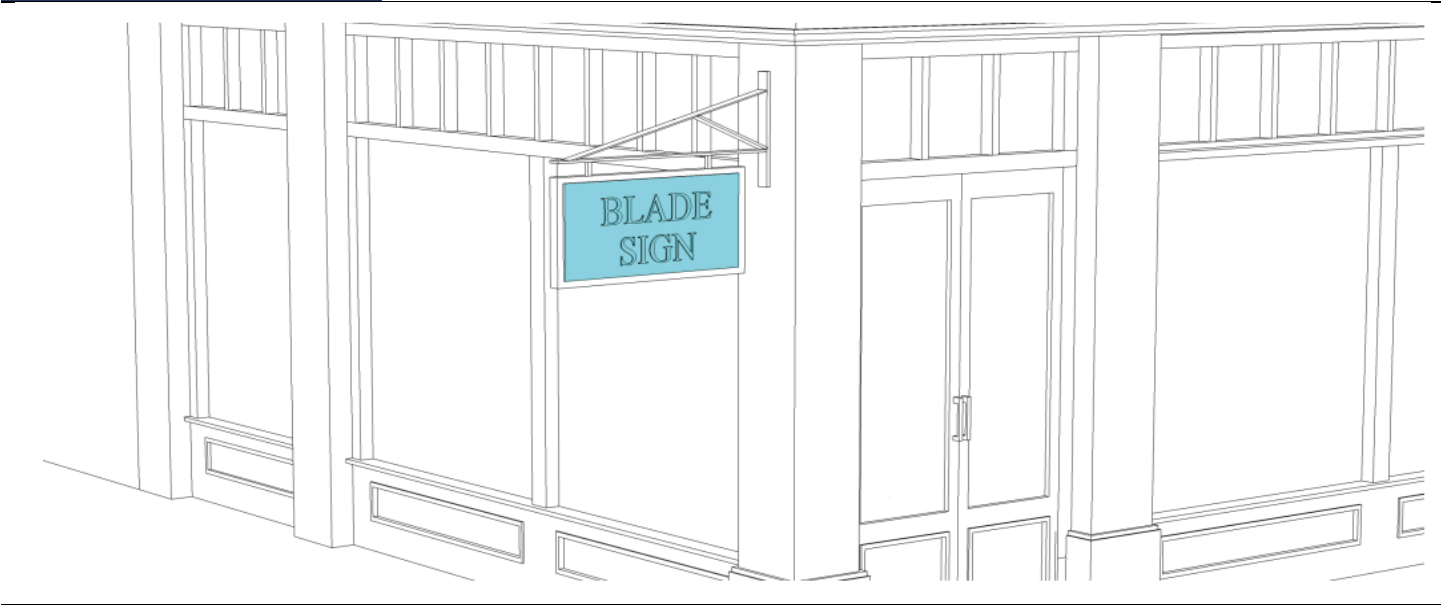
Dimensions

Quantity (max)	1 per Façade plus 1 per first floor Business Frontage
Area	1.5 sf per linear ft of Façade
Width / Height	max width = width of façade max height = n/a letters, numbers, and graphics covering no more than 70% of the valance area
Depth / Projection	min 8 ft. fully extended, back of curb, whichever is less
Clearance	min 8 ft.

ARTICLE 7: SIGN STANDARDS

BLADE SIGN

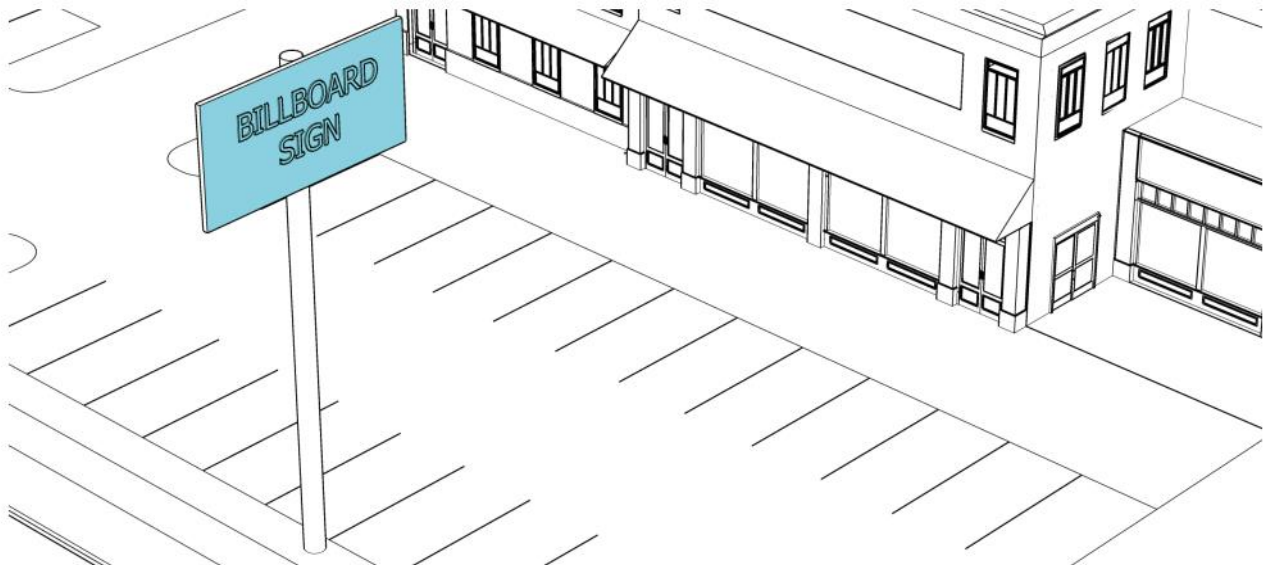
TABLE 7.1.2.B-2 SIGN TYPES
SPECIFIC STANDARDS



Permitted Districts								
CD-4	CD-4C	CD-5	CD-5C	SD-INT	SD-LI	SD-HI	PUD-MU	CV
General Description			Additional Standards					
A Sign mounted on the first floor of a Building perpendicular to a Building Façade Wall, typically hung from decorative cast or wrought iron bracket in a manner that permits it to swing slightly. These Signs are small, pedestrian-scaled, and easily read from both.			In addition to all other applicable standards, each Blade Sign allowed under this Article:					
			a. shall be permanently installed perpendicular to the Façade; and b. all exposed edges of the sign shall be finished.					
Dimensions								
Quantity (max)		1 per Business, no closer than 18 ft. from another Blade Sign						
Area		8 sf.						
Width / Height		max 2 ft. / max 4 ft.						
Depth / Projection		Max 4 ft.						
Clearance		min 8 ft. clear above the Sidewalk						
Letter Height		Max 8 ft.						

ARTICLE 7: SIGN STANDARDS

BILLBOARD SIGN	TABLE 7.1.2.B-2 SIGN TYPES SPECIFIC STANDARDS
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Permitted Districts

SD-INT

General Description	Additional Standards
A Sign intended for viewing from extended distances, which is mounted on one or two poles. A Pylon Sign is not a Billboard.	In addition to all other applicable standards, each Billboard Sign allowed under this Article: a. shall be on the same premises as the activity concerning which the Sign provides information is conducted; b. shall be with in 1320' of closest right-of-way line of and interstate, highway; and c. shall be subject to TCA Title 54, Chapter 21.
Dimensions	
Quantity (max)	1 per Business
Area	50-300 sf.
Height	50 ft. max
Depth / Projection	Not Regulated
Clearance	Not Regulated
Letter Height	Not Regulated

ARTICLE 7: SIGN STANDARDS

INTERNAL CAMPUS SIGN

TABLE 7.1.2.B-2 SIGN TYPES
SPECIFIC STANDARDS



Permitted Districts

All Districts

General Description	Additional Standards
A small, ground-mounted sign for pedestrian and vehicular circulation within a large multi-building site such as a church, hospital, or school. Campus signs direct visitors to parking and building locations.	In addition to all other applicable standards, each Internal Campus Sign shall be: 1. Conform to the minimum setback at the property line applicable to an accessory structure; and 2. Shall not be internally illuminated.
Dimensions	
Quantity (max)	Internal campus signs are unregulated when they are not visible from the right-of-way.
Area	Unregulated where not visible from the right-of-way.
Width/Height	Unregulated where not visible from the right-of-way.

ARTICLE 7: SIGN STANDARDS

DIRECTORY SIGN	TABLE 7.1.2.B-2 SIGN TYPES SPECIFIC STANDARDS
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Permitted Districts

CD-4	CD-4C	CD-5	CD-5C	SD-INT	SD-LI	SD-HI	PUD-MU	CV
General Description			Additional Standards					
A Sign that displays the tenant names and locations for a Building containing multiple tenants.			In addition to all other applicable standards, each Directory Sign allowed under this Article:					
			a. shall be attached to and parallel with the first floor Façade; and b. shall not be attached to or places within shopfront or windows.					
Dimensions								
Quantity (max)			1 per ground floor entrance to upper floor Business(es)					
Area			6 sf. max					
Width / Height of Sign Panel			2 ft. max width / 3 ft. max height					

ARTICLE 7: SIGN STANDARDS

LARGE PROJECTING SIGN

TABLE 7.1.2.B-2 SIGN TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-5	CD-5C	SD-INT	SD-LI	SD-HI	PUD-MU	CV
General Description			Additional Standards			
A Sign attached above the first floor of a multi-floor Building and projecting from a Building Façade at a 90-degree angle, or if oriented to a Block corner, a 45-degree angle.			In addition to all other applicable standards, each Large Projecting Sign allowed under this Article:			
			a. shall be permanently installed to the Façade; and b. shall not be internally lighted or backlit except behind cut-out letters and otherwise shall be lighted with neon tubing or other external means.			
Dimensions						
Quantity (max)			1 per Building			
Height (max)			max width = width of façade max height = n/a letters, numbers, and graphics covering no more than 70% of the valance area			
Area (max)			min 8 ft. fully extended, back of curb, whichever is less			
Clearance			min 8 ft.			
Letter Height			min 5 in, max 10 in			
Depth (max)			max 12 in			
Projection (max)			7 ft over Sidewalk, but may not project past back of curb			

ARTICLE 7: SIGN STANDARDS

MARQUEE SIGN

**TABLE 7.1.2.B-2 SIGN TYPES
SPECIFIC STANDARDS**



Permitted Districts

CD-4	CD-4C	CD-5	CD-5C	SD-INT	SD-LI	SD-HI	PUD-MU	CV
General Description			Additional Standards					
A Sign that is located either along the Façade where it projects perpendicular to the Façade or at the corner of a Building where it projects at a 45-degree angle. These signs often extend beyond the parapet of the Building, but may also terminate below the cornice or eave. Marquee Signs may have neon lettering used in conjunction with painted colored or changeable lettering.			In addition to all other applicable standards, each Marquee Sign allowed under this Article: - shall not be internally lighted or backlit except behind the panels from which changeable letters are hung and shall otherwise be lighted with neon tubing or other external means; - shall be located only above the Principal Entrance of a Building and attached parallel to the Façade, or if such Building is located on a corner, then such Sign may be located at and attached perpendicular to the corner of the Building; - shall not have any supports more than eight (8) feet deep and all anchors, bolts, and supporting rods must be concealed within its interior; and - together with all anchors, bolts, supporting rods, and braces shall be constructed of high quality non-combustible or non-corrodible components and materials and shall be designed by a structural engineer and be subject to approval by the Building Inspector.					
Dimensions								
Quantity (max)			1 per Principal Frontage					
Width / Height			Centered on and no more than 4 ft. wider than Principal Entrance bay					
Depth / Projection			min 4 ft, max 10 ft over Sidewalk					
Clearance			min 10 ft from Sidewalk					
Letter Height			removable letter height max 6 in, permanent letter height max 36 in					
Distance from Curb			min 3 ft					

ARTICLE 7: SIGN STANDARDS

MONUMENT SIGN

**TABLE 7.1.2.B-2 SIGN TYPES
SPECIFIC STANDARDS**



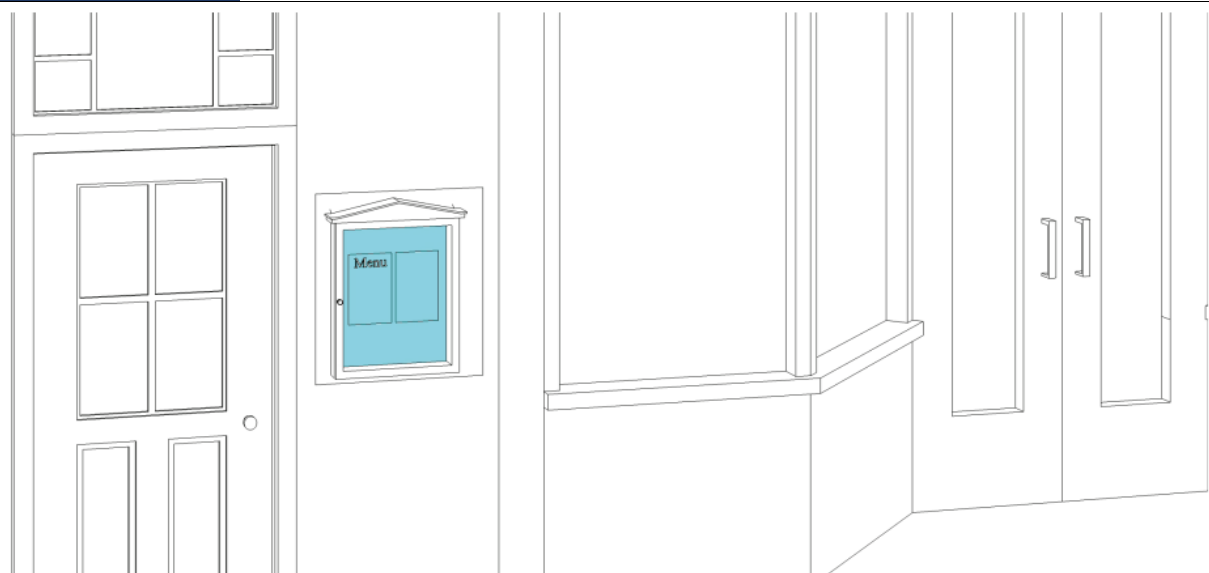
Permitted Districts

CD-2	CD-3L	CD-3	CD-4	CD-4C	SD-INT	SD-LI	SD-HI	CV
General Description			Additional Standards					
A Sign that is erected on a solid base directly on the ground, and that is itself constructed of a solid material.			In addition to all other applicable standards, each Monument Sign allowed under this Article:					
			a. shall be located at Development Entrance, if applicable, otherwise within the 1 st Lot Layer;					
			b. shall incorporate a supporting base that is at least 75 percent of the width of the Sign face at its widest point;					
			c. shall have a supporting base constructed of brick, stone, masonry or scored concrete; and					
			d. shall not be allowed at the Frontage if there is a Post Sign on the Lot.					
			e. Large scale commercial and multi-tenants (5 or more tenants) uses are allowed an additional 32 square feet. See Section 7.1.8 for additional residential subdivision sign standards.					
Dimensions								
Quantity (max)			All Permitted Districts: 1 per Development Entrance; CD-2, CD-3L & CD-3: all other Permitted Districts other than CD-2, CD-3L & CD-3: 1 per Frontage					
Area (max)			CD-2, CD-3L & CD-3: 18 sf Other Permitted Districts: 50 sf					
Height (max)			CD-2, CD-3L, CD-3 & CD-4: 6 ft Others: 10 ft.					
Letter Height			Not Regulated					

ARTICLE 7: SIGN STANDARDS

OUTDOOR DISPLAY CASE

TABLE 7.1.2.B-2 SIGN TYPES
SPECIFIC STANDARDS



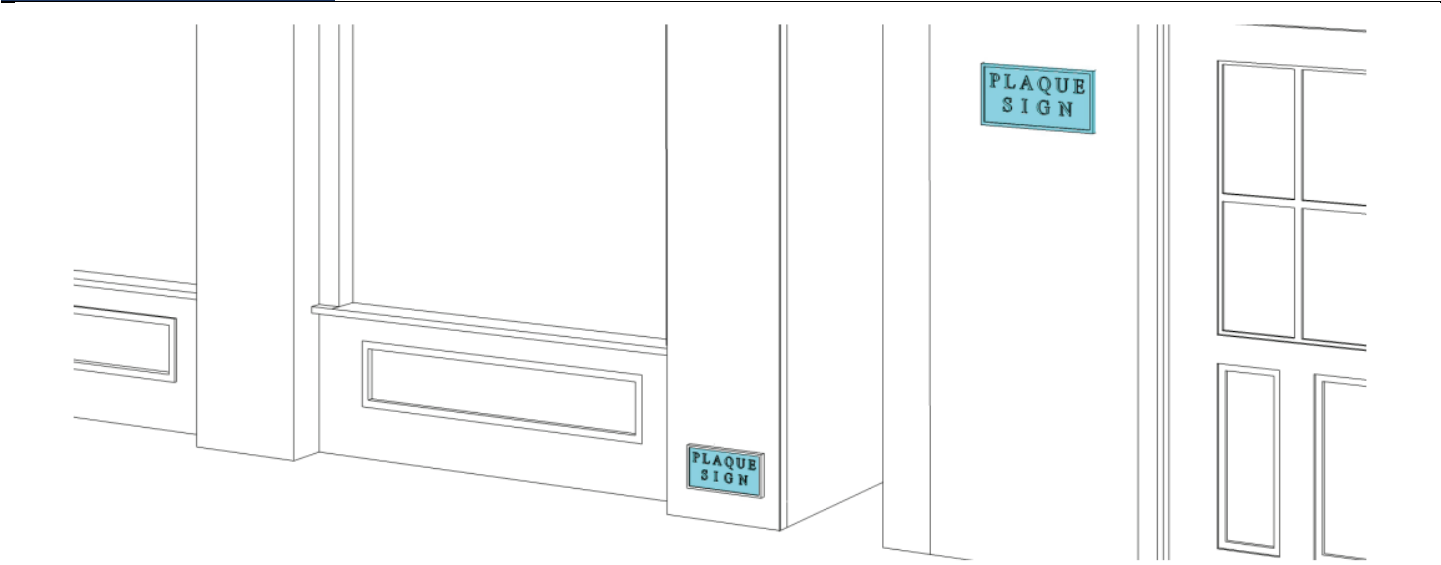
Permitted Districts

CD-4	CD-4C	CD-5	CD-5C	SD-INT	SD-LI	SD-HI	PUD-MU	CV
General Description			Additional Standards					
A Sign consisting of a lockable metal-or wood-framed cabinet with a hinged transparent door inside of which information may be viewed and accessed for maintenance and updating.			In addition to all other applicable standards, each Outdoor Display Case allowed under this Article:					
			a. shall be permanently attached to and parallel with the first floor Facade;					
			b. may be externally illuminated or lighted by a recessed light source within the cabinet; and					
			c. shall not be attached to or be placed within shopfront windows.					
Dimensions								
Quantity (max)			1 per Principal Frontage					
Area			max 8 sf, except in the case of theaters, which may not exceed 20 sf					
Depth / Projection			max 5 in.					
Clarence			min 30 in.					
Letter Height			Not Regulated					

ARTICLE 7: SIGN STANDARDS

PLAQUE SIGN

TABLE 7.1.2.B-2 SIGN TYPES
SPECIFIC STANDARDS



Permitted Districts								
CD-4	CD-4C	CD-5	CD-5C	SD-INT	SD-LI	SD-HI	PUD-MU	CV
General Description		Additional Standards						
A Sign that identifies a Building or its builder, or on professional office Buildings, which might name the firm or partners in a firm. May also be referred to as an Architectural Sign.		In addition to all other applicable standards, each Plaque Sign allowed under this Article shall consist of either a panel or individual letters inset or applied flush with a Building wall within ten (10) feet of an entrance to the Building.						
		No more than 1 Plaque Sign may be used for a Home Occupation in CD-3.						

Dimensions	
Quantity (max)	1 per Principal Frontage
Area	max 1 sf
Width / Height	max 18 in / max 2 ft
Depth / Projection	max 3 in.
Mounting Height max	7 ft.

ARTICLE 7: SIGN STANDARDS

PORCH SIGN

**TABLE 7.1.2.B-2 SIGN TYPES
SPECIFIC STANDARDS**



Permitted Districts

CD-4	CD-4C	SD-INT	SD-LI	SD-HI	CV
General Description		Additional Standards			
Signs that are mounted on a porch. Signs must be placed parallel to the Building Façade.		In addition to all other applicable standards, each Porch Sign allowed under this Article:			
		a. shall be hung above the entrance to the porch or elsewhere on the architrave (beam at the top of the columns), and b. shall be permanently installed parallel to the Façade of the Building.			

Dimensions

Quantity (max)	1 per address (2 for corner Building)
Area	max 6 sq ft.
Width / Height	max 100% width of entrance / max 2 ft
Depth / Projection	n/a
Clearance	min 7 ft.
Letter Height	max 8 in.

ARTICLE 7: SIGN STANDARDS

POST SIGN	TABLE 7.1.2.B-2 SIGN TYPES SPECIFIC STANDARDS
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Permitted Districts

CD-4	CD-4C	SD-INT	SD-LI	SD-HI	CV
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General Description	Additional Standards
A Sign that is mounted on one or two posts in the First Lot Layer.	In addition to all other applicable standards, each Post Sign allowed under this Article: a. may be mounted on one or two posts; and b. shall be perpendicular to the Building Façade.

Dimensions	
Quantity (max)	1 per Building.
Area	12 sq ft.
Width / Height of Sign panel	max 48 in / max 40 in
Apex	6 ft
Letter Height	max 10 in

ARTICLE 7: SIGN STANDARDS

PYLON SIGN

**TABLE 7.1.2.B-2 SIGN TYPES
SPECIFIC STANDARDS**



Permitted Districts

CD-3	CD-4C	CD-5C	SD-INT	SD-LI	SD-HI
General Description		Additional Standards			
A Freestanding Sign that is mounted on two finished poles.		In addition to all other applicable standards, each Pylon Sign allowed under this Article:			
		a. shall not be allowed if there is another Sign in the First Layer b. poles shall be faced on each side with masonry, stone, or aluminum c. Large scale commercial and multi-tenants (5 or more tenants) uses are allowed an additional 32 square feet.			

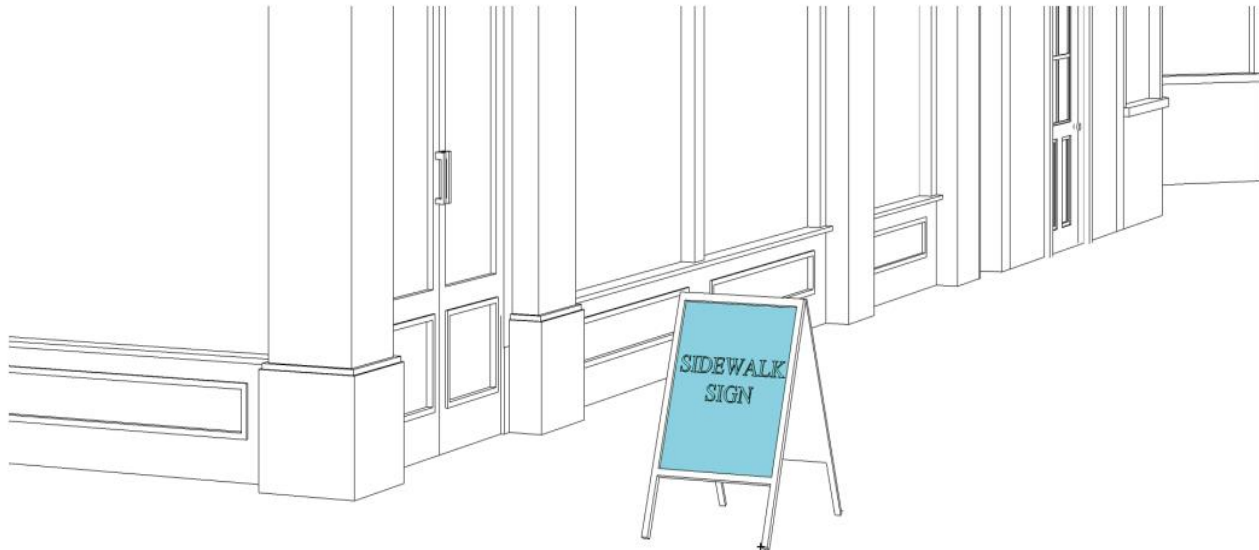
Dimensions

Quantity (max)	1 per Frontage
Area	SD-INT: 300 sf Others: 40 sf
Height including Poles	CD-3, CD-4C & CD-5C: 15 ft SD-LI & SD-HI: 20 ft SD-INT: Not Regulated
Letter Height	Not Regulated
Finished Pole Face Size (each face)	12.5% of the width of the Sign

ARTICLE 7: SIGN STANDARDS

SIDEWALK SIGN

TABLE 7.1.2.B-2 SIGN TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-4	CD-4C	CD-5	CD-5C	SD-INT	SD-LI	SD-HI	PUD-MU	CV
General Description				Additional Standards				

A free standing, double-sided Sign with lettering painted or applied to the surface, placed at the entrance to a Building in a primarily pedestrian environment.

In addition to all other applicable standards, each Sidewalk Sign allowed under this Article:

- shall be located directly in front of the space occupied by the sign permit holder;
- shall not be placed so as to cause the width of the sidewalk to be reduced below five feet in width, nor shall they be erected or maintained in a manner that prevents free ingress or egress from any door, window, or fire escape;
- shall be marked with the approved permit or permit number. Sidewalk signs without permits shall be disposed of at owner's expense;
- shall not be illuminated or have any moving parts;
- shall only be displayed between 9:00 a.m. and 11:00 p.m. and shall be removed from public right-of-ways in the event of snow accumulation until such time that accumulation is removed;
- shall not be made of paper or cardboard; and
- may be removed by the City from right-of-way for municipal purposes.

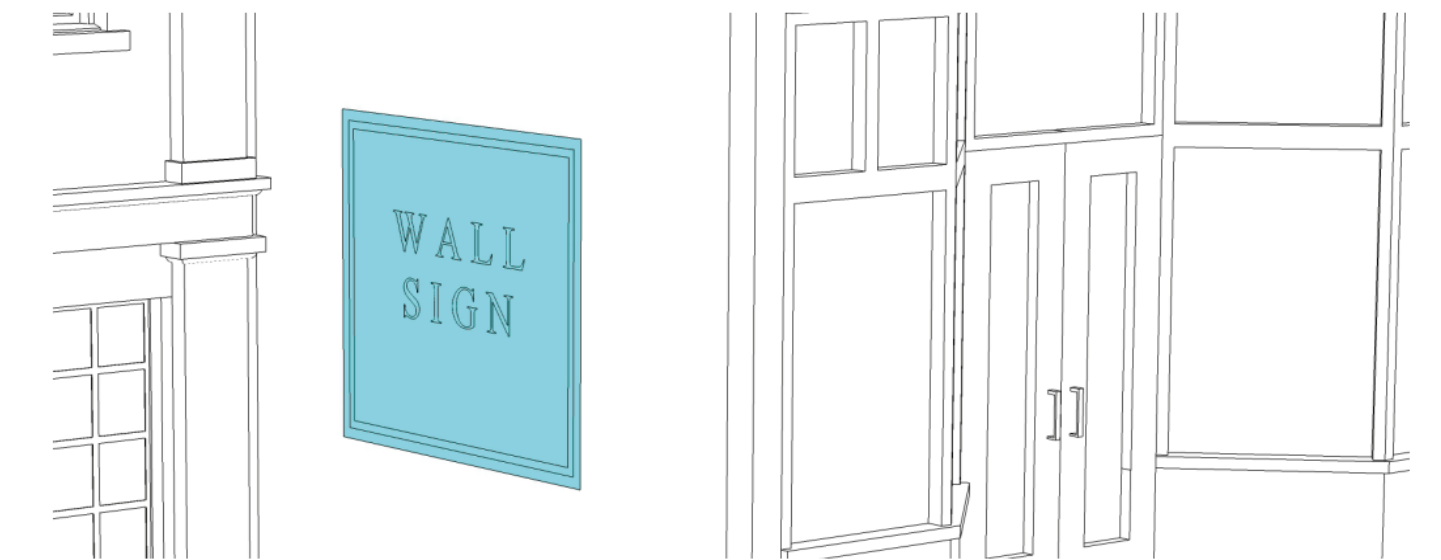
Dimensions

Quantity (max)	1 per Business
Area	max 10 sf
Width / Height	max 30 in / max 48 in

ARTICLE 7: SIGN STANDARDS

WALL SIGN

TABLE 7.1.2.B-2 SIGN TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-4	CD-4C	CD-5	CD-5C	SD-INT	SD-LI	SD-HI	PUD-MU	CV
General Description		Additional Standards						

A Sign that is flat against a building elevation. These Signs are typically painted directly on the Building and contain a combination of text and graphic elements. They are intended to be visible from a greater distance and shall be accompanied by additional signage on the Façade at the Principal Frontage.

- In addition to all other applicable standards, each Wall Sign allowed under this Article:
- a. shall not project vertically above the roof line;
 - b. shall include only letters, background, lighting, and an optional logo, with such information shall consist only of the name and/or logo of the Businesses located in such Building;
 - c. shall have letters individually attached to the wall, on a separate background panel affixed to the wall, or painted, printed, or etched on the same surface as the background; and
 - d. shall not obscure any architectural element and be in vertical alignment with the center of an architectural element such as a storefront window or entrance, or centered over the bay or overall space occupied by the Businesses.
 - e. When used on the same elevation as a Band Sign, the area of the Wall Sign shall reduce the maximum allowable size of the Band Sign.

Dimensions	
Quantity (max)	1 per Business
Area	max 32 sf
Depth / Projection	3 in.
Clearance	Not Regulated

ARTICLE 7: SIGN STANDARDS

WINDOW SIGN

TABLE 7.1.2.B-2 SIGN TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-4	CD-4C	CD-5	CD-5C	SD-INT	SD-LI	SD-HI	PUD-MU	CV
General Description		Additional Standards						

In addition to all other applicable standards, each Window Sign allowed under this Article:

A Sign applied directly on the inside of a window or hanging inside a window.

- a. shall be one of the following types:
 - i. Letters painted or applied directly on the window;
 - ii. Hanging Sign that hangs parallel to the window;
 - iii. Neon sign; and
 - iv. Door Sign applied to or hanging inside the glass portion of an entrance doorway.
- b. shall not interfere with the primary function of windows, which is to enable passersby and public safety personnel to see through the window into the premises and view product displays; and
- c. may list services and/or products sold on the premises, or provide phone numbers, operating hours or other messages, provided that the total aggregate area of these messages shall not exceed the area dimensional limit provided herein.

Dimensions	
Area	max 33% of glass onto which it is applied

ARTICLE 7: SIGN STANDARDS

7.1.3 Permit Required

Except for Exempt Signs, no Sign shall be erected on a Lot or Building Site, installed or placed on a Building, or otherwise exist on a Lot, Building Site or Building unless a Sign Permit has been issued for such Sign in accordance with Section 8.5.23 and such Sign Permit remains in full force and effect

7.1.4 Violation, Enforcement & Appeal

Any violation of this Section 7.1 shall be enforceable and appealable in accordance with the enforcement and appeal provisions of this Ordinance.

7.1.5 Allowed Signs

There shall be no signs allowed other than as specified in this Section 7.1.

7.1.6 Address Signs

An address sign is required for each Building in compliance with **Table 7.1.2.B-1 (Sign Types – Summary)** and **Table 7.1.2.B-2 (Sign Types – Specific Standards)**.

7.1.7 Temporary Signs

In addition to all other Signs allowed in accordance with **Table 7.1.2.B-1(Sign Types – Summary)** and **Table 7.1.2.B-2 (Sign Types – Specific Standards)**, non-illuminated Temporary Signs are allowed without a Sign Permit subject to the following:

A. Single-Family, Two-Family, Owner-Occupied Multi-Family Residential.

On any Lot or Building Site used as a single-family, two-family, or owner-occupied multi-family dwelling, up to 2 temporary Signs may be displayed on a pole or stake affixed to the ground. Such Signs shall not exceed 9 square feet in area per side, and the top of such Sign shall be no taller than 5 feet from ground.

B. Other Lots and Building Sites.

On any Lot or Building Site not used as a single-family, two-family, or owner occupied multi-family dwelling, up to 2 Temporary Signs may be displayed on a pole or stake affixed to the ground or on a banner affixed to a Building on the Lot or Building Site.

1. Temporary Ground Sign: One Ground Sign per Lot or Building Site shall be permitted. Such sign shall not exceed 24 square feet in area per side, unless the lot or site is greater than 10 acres, in which case, a sign of 32 square feet is permitted. The top of the sign shall be no more than 5 feet from ground level and affixed to the ground supported by posts.
2. Temporary Banner Sign: One Temporary Banner Sign per business shall be permitted. Such signs shall not exceed 32 square feet in size and shall be securely attached flat against the wall of the building.

C. Materials & Condition.

Temporary Signs must be made of waterproof materials and kept in good repair.

D. Setback & Visibility

Temporary Signs must be set back at least 5 feet from the property line and may not be placed in a manner that obstructs visibility for drivers on an adjacent street.

E. See **Section 7.1.8** for standards related to temporary subdivision signs.

7.1.8 Residential Subdivision Signs

A. Permanent Residential Subdivision Signs

1. Residential subdivision signs shall be located at the primary entrance(s) to a development as identified on a Site Development Plan, Preliminary Plat, or Planned Unit Development Master Plan approved in accordance with Article 8. T
2. Such signs shall be located on private property and may be within any platted sign and/or landscape easement or within common open space.
3. Such signs shall be maintained by an established property owners' association or similar entity.
4. One sign shall be permitted for each entrance to the subdivision, up to a maximum of three entrances per subdivision. See Monument Sign for design standards.
5. Subdivision signs shall be setback at least ten (10) feet from edge of pavement or the edge of the public right-of-way, whichever is greater, unless more space is necessary to preserve the sight distance triangle.

ARTICLE 7: SIGN STANDARDS

B. Temporary Residential Subdivision Signs

1. One temporary residential subdivision sign may be erected on a site for the purpose of advertising the development of a subdivision and the sale of included lots. The sign may remain until sale of all subdivision lots is completed.
2. No other temporary development signs shall be permitted, including individual builder signs. The names of participating builders may be included on the subdivision temporary development sign.
3. Specifications:
 - a. Maximum sign face area, thirty-two (32) square feet.
 - b. If only one (1) sign face is used per sign and sixteen (16) square feet per sign face if two sign faces are used on (1) sign.
 - c. Maximum height, six (6) feet.
4. Multiphase developments may utilize a temporary residential subdivision sign for each phase.

7.1.9 General Provisions Applicable to All Non-Exempt Signs

Without limitation to any applicable specific Sign standards, all Signs other than Exempt Signs shall comply with the following additional standards:

A. Materials, Fabrication & Condition.

Signs shall be constructed of durable and weather-resistant material, shall be fabricated and installed by qualified Sign painters and mechanics, and shall be kept in good repair.

B. Lighting.

Certain signs may, but are not required to be, lighted unless otherwise specifically stated for the particular Sign type in **Table 7.1.2.B-2 (Sign Types - Specific Standards)**. Within districts CD-2, 3, and 3L signs shall not be internally illuminated or back-lighted. In all other districts, internal illumination is allowed for sign letters and insignias only. External illumination shall be allowed in all districts.

C. Electrical Elements.

Except for the light fixture itself, all electrical elements such as wires, conduits, junction boxes, transformers, ballasts, switches and panel boxes shall be concealed to extent possible from public view.

D. Mounting.

Signs shall be mounted in such a way that their removal does not damage and/or alter the original surface of the Building. If the original surface of a Building is damaged during removal of a Sign, the damage must be repaired and the original surface condition restored concurrently.

E. Historic Signs.

In addition to Sign types allowed pursuant to **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards)**, Signs that are original to the Building and have been placed on the Building for at least fifty (50) years may remain or be reproduced. New signs regulated by **8.3.5.G-21** that mimic the original building sign in all aspects may be allowed. Any such Signs shall be kept in good repair, both in terms of appearance and operation.

F. Design Drawings.

Design drawings of any proposed Sign must be submitted to the Building Official for review of compliance with this Section prior to fabrication and installation. Such drawings shall include Sign location and size and shall indicate materials, color(s), hanging or mounting device, illumination scheme, and example of lettering.

G. Off-Premises Signs & Billboards.

Billboards and Off-Premises Signs are prohibited except as otherwise permitted pursuant to this Article 7 or pursuant to TCA Title 54, Chapter 21.

H. Building Codes.

All Signs must comply with all applicable provisions of the Building Code.

I. Rights-of-Way.

Excepting as expressly allowed under this Article, Signs are not permitted in public Rights-of-Way.

J. Portable Signs.

Portable Signs other than Sidewalk Signs are not permitted.

ARTICLE 7: SIGN STANDARDS

K. Removal of Abandoned Signs.

Except for Signs allowed pursuant to Section

7.1.8.E above, Commercial Signs and supports for Commercial Signs erected by entities that are no longer operating on the premises shall be removed by the owner, agent, or Person having beneficial use of the Sign or the property upon which the Sign is located within 30 days of written notice from the Building Official.

L. Signs in Upper Floor Windows.

Signs in upper floor windows are not permitted, except for Window Signs for an occupant that is separate from the occupant of the ground floor.

M. Removal of Non-Conforming Signs.

All Signs that do not conform to this Section 7.1 shall be removed pursuant to Section 1.22.

N. Occupant Rear Door Sign.

A Sign for the occupant shall be permitted at rear entrance doors if mounted flush against the Building and not exceeding six (6) square feet in size.

O. Compliance with Electrical Codes.

All Signs erected, altered, or maintained in the City shall conform to City and state electrical codes.

P. Certain Lighting Prohibited.

No Sign may be illuminated with or include animated, moving, intermittent, or flashing lights, or other active lighting.

Q. Moving Elements / Components.

No Sign may have any moving component or element.

R. Changeable Copy.

Signs may have changeable copy with physically changeable letters or an Electronic Message Board allowed pursuant to Section 7.1.9.

S. Imitation of Traffic Safety Control Sign.

No Sign may by design or arrangement imitate the size, color, lettering, illumination, word, phrase, or symbol of a Sign used as traffic safety control Sign.

ARTICLE 7: SIGN STANDARDS

T. Sign Setback Relative to Adjoining Lot or Building Site.

Where a Lot or Building Site adjoins another Lot or Building Site, no Freestanding Sign shall be permitted within a triangle formed by the Side Lot or Building Site Line, the Front Lot or Building Site Line and a line beginning on the Side Lot or Building Site Line at the required front Setback distance and extended at 45 degrees to the Front Lot or Building Site Line for an existing Building. The established front Setback of an

Adjacent Building may be substituted for the required Street Yard prescribed within the applicable District.

U. Overhang into Right-of-Way.

No Sign may be within or overhang a public right-of-way or required Setback other than a Wall Sign that does not overhang such right-of-way more than 15 inches, a Blade Sign, a Vertical Projecting Sign, a Marquee Sign, or an Awning Sign.

V. Obstruction of Traffic Sign or Control Device, or Street Name Sign; Visibility Hazard.

No Sign may obstruct a traffic-control device, traffic Sign, or street name Sign, block the vision of drivers at any Driveway, street intersection or crosswalk, or be unsafe or constitute a hazard of any type.

W. Affixing on Improper Support; Attachment.

No Sign or Sign support may be affixed to a tree, rock, utility pole or other improper Sign support, or contain any attachment, other Sign, symbol, flag, pennant or other attention-getting device (other than the Sign itself).

7.1.10 Electronic Message Boards.

A. Districts Permitted.

Electronic Message Boards shall be permitted, only as part of a permitted Monument Sign, Pylon Sign, or Marquee Sign. Such Signs shall be subject to the following conditions:

1. The electronic lighting shall not exceed a brightness level of 0.3 foot candles above ambient light as measured using a foot candle (lux) meter at a pre-set distance depending on sign area. The measurement distance shall be calculated with the following formula: the square root of the product of the sign area (in square feet) and 100. For example, the brightness of a 12 square foot sign shall be measured at a distance of 34.6 feet. Light measurement shall be taken with the meter aimed directly at the sign message face, or the area of the sign emitting the brightest light.
2. The frequency of message and/or image change shall be no more than once every 8 seconds.
3. The transition or change sequence between messages and images shall appear instantaneous as perceived by the human eye, without any animation such as scrolling or flashing.

B. Area.

The area of an Electronic Message Board shall be considered a part of the Sign of which it is a part for purposes of calculating the total sign area of such sign, and the area of the Electronic Message Board itself shall not exceed 50% of the total Sign area.

C. Distance Between.

A new electronic message board may not be constructed or installed within 100 feet of any Residential structure, including Multi-Family Dwellings.

7.1.11 Exempt Signs Not Requiring a Sign Permit.

The following Signs are Exempt Signs and do not require a Sign Permit:

1. Address Sign

One Address Sign per tenant or owner.

2. Certain Small Signs

On-premises Signs not exceeding four (4) square feet in area that are located along the route to a place or location within such premises or are provided for safety.

3. Governmental Signs

Signs placed by the City or any other governmental unit with jurisdiction over the area where the Sign is placed.

4. Certain Integrated Signs

Signs carved into stone, concrete or similar material or made of bronze, aluminum, or other permanent construction and made an integral part of the Structure.

5. Temporary Signs

Temporary Signs allowed under Section 7.1.7.

ARTICLE 7: SIGN STANDARDS

6. Campus Signs

Internally oriented on signs on large multi-building sites adhering to the Campus Sign standards.

7. Home Occupation Signs

Small identification signs of no more than 4 square feet associated with a permitted Home Occupation

7.1.1 Sign Area Computation.

The area of Sign as regulated herein shall be the computed area of the background upon which lettering, insignia or other devices are placed. Where said display area is the face of a Building, the area of such Sign shall be the product of the total width and the total height occupied by such lettering, devices or insignia. For Signs having two sides, the maximum display area shall be permitted on both sides and the total area of one side shall be deemed to be the total Sign area. The supporting Structures shall not be included in the area computation unless utilized as part of the total display area.

7.1.2 Responsibility for Signs.

All Signs located in the City shall be erected, altered and maintained by the owner of such Sign who shall assume full responsibility for any consequences or damage caused by the Sign. Signs and supports must be removed or corrected within 30 days after the Building Official sends written notice that an unsafe or improperly maintained Sign condition exists.

7.1.3 Non-Conforming Signs.

Any existing non-conforming sign or any Sign that becomes non-conforming as a result of the enactment or amendment of this Chapter shall be subject to the provisions of Section 1.22.

Article 7 Sign Standards

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

Proposed Changes

§7.1.7 Temporary Signs	2
§7.1.8 Residential Subdivision Signs	4
§7.1.10 Exempt Signs	6
TABLE 7.1.2.B-2 Monument Sign	7
TABLE 7.1.2.B-2 Campus Sign.....	9
TABLE 7.1.2.B-2 Band Sign	10
TABLE 7.1.2.B-2 Wall Sign	12

Article 7 Sign Standards

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§7.1.7

Temporary Signs (p. 383)

Revise standards as follows:

Pagination reflects July 2022 adopted version. Precise location of standard may differ slightly based on City Council action on other ZTAs in September 2024.

7.1.7 Temporary Signs

In addition to all other Signs allowed in accordance with Table 7.1.2.B-1 (Sign Types – Summary) and Table 7.1.2.B-2 (Sign Types – Specific Standards), non-illuminated Temporary Signs are allowed without a Sign Permit subject to the following:

A. Single-Family, Two-Family, Owner-Occupied Multi-Family Residential.

On any Lot or Building Site used as a single-family, two-family, or owner-occupied multi-family dwelling, up to 2 temporary Signs may be displayed on a pole or stake affixed to the ground. Such Signs shall not exceed 9 square feet in area per side, and the top of such Sign shall be no taller than 5 feet from ground.

B. Other Lots and Building Sites.

On any Lot or Building Site not used as a single-family, two-family, or owner occupied multi-family dwelling, up to 2 Temporary Signs may be displayed on either (1) a pole or stake affixed to the ground or on a banner affixed to a Building on the Lot or Building Site. ~~Such Signs shall not exceed 24 square feet in area per side, unless the lot or site is greater than 10 acres in which a sign of 32 square feet is permitted. The top of the Sign shall be no more than 5 feet from ground level unless the Sign is a banner affixed to a building. If affixed to the ground, they shall be supported by posts and shall be spaced at least 15 feet apart from one another.~~

1. Temporary Ground Sign: One Ground Sign per Lot or Building Site shall be permitted. Such sign shall not exceed 24 square feet in area per side, unless the lot or site is greater than 10 acres, in which case, a sign of 32 square feet is permitted. The top of the sign shall be no more than 5 feet from ground level and affixed to the ground supported by posts.

Provides greater detail on temporary signage

Article 7 Sign Standards

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

32 2. Temporary Banner Sign: One Temporary Banner Sign
33 per business shall be permitted. Such signs shall not
34 exceed 32 square feet in size and shall be securely
35 attached flat against the wall of the building.

36 C. Materials & Condition.

37 Temporary Signs must be made of waterproof materials and
38 kept in good repair.

39 D. Setback & Visibility

40 Temporary Signs must be set back at least 5 feet from the
41 property line and may not be placed in a manner that obstructs
42 visibility for drivers on an adjacent street.

43 E. See section 7.1.8 for standards related to temporary
44 subdivision signs.

Article 7 Sign Standards

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§7.1.8

Residential Subdivision Signs (p. 383)

Add new section (and renumber subsequent paragraphs) as follows:

A. Permanent Residential Subdivision Signs

1. Residential subdivision signs shall be located at the primary entrance(s) to a development as identified on a Site Development Plan, Preliminary Plat, or Planned Unit Development Master Plan approved in accordance with Article 8. T
2. Such signs shall be located on private property and may be within any platted sign and/or landscape easement or within common open space.
3. Such signs shall be maintained by an established property owners' association or similar entity.
4. One sign shall be permitted for each entrance to the subdivision, up to a maximum of three entrances per subdivision. See Monument Sign for design standards.
5. Subdivision signs shall be setback at least ten (10) feet from edge of pavement or the edge of the public right-of-way, whichever is greater, unless more space is necessary to preserve the sight distance triangle.

Adds provisions for temporary subdivision signs.

B. Temporary Residential Subdivision Signs

1. One temporary residential subdivision sign may be erected on a site for the purpose of advertising the development of a subdivision and the sale of included lots. The sign may remain until sale of all subdivision lots is completed.
2. No other temporary development signs shall be permitted, including individual builder signs. The names of participating builders may be included on the subdivision temporary development sign.
3. Specifications:
 - a. Maximum sign face area, thirty-two (32) square feet.

Article 7 Sign Standards

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

- 75 b. If only one (1) sign face is used per sign and sixteen
76 (16) square feet per sign face if two sign faces are
77 used on (1) sign.
78 c. Maximum height, six (6) feet.
79 1.4. Multiphase developments may utilize a temporary
80 residential subdivision sign for each phase.

Article 7 Sign Standards

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§7.1.10

Exempt Signs (p. 386)

Renumber and revise standards as follows:

- 82 7.1.10 ~~11~~ Exempt Signs Not Requiring a Sign Permit.
- 83 The following Signs are Exempt Signs and do not require a Sign Permit:
- 84 1. Address Sign
- 85 One Address Sign per tenant or owner.
- 86 2. Certain Small Signs
- 87 On-premises Signs not exceeding four (4) square feet in area that
- 88 are located along the route to a place or location within such
- 89 premises or are provided for safety.
- 90 3. Governmental Signs
- 91 Signs placed by the City or any other governmental unit with
- 92 jurisdiction over the area where the Sign is placed.
- 93 4. Certain Integrated Signs
- 94 Signs carved into stone, concrete or similar material or made of
- 95 bronze, aluminum, or other permanent construction and made an
- 96 integral part of the Structure.
- 97 5. Temporary Signs
- 98 Temporary Signs allowed under Section 7.1.7.
- 99 6. Campus Signs
- 100 Internally oriented on signs on large multi-building sites adhering
- 101 to the Campus Sign standards.
- 102 7. Home Occupation Signs
- 103 Small identification signs of no more than 4 square feet
- 104 associated with a permitted Home Occupation
- 105

*Exempts Campus Signs and
Home Occupation signs from
permit*

Article 7 Sign Standards

Proposed Zoning Text Amendment

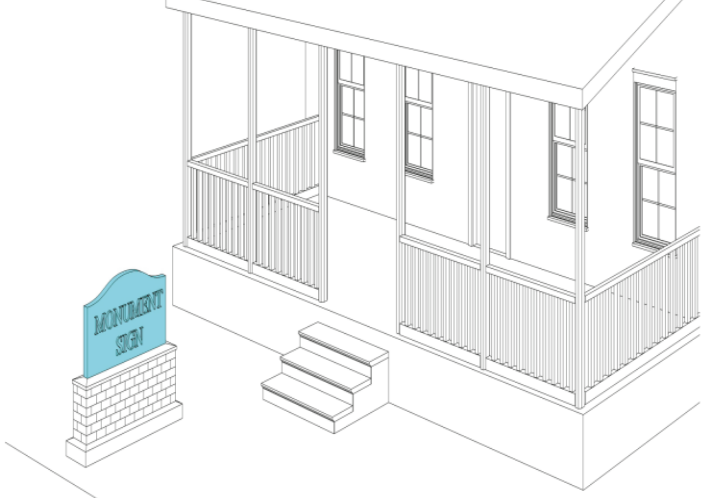
Additions are Underlined
 Deletions are Strikethrough

TABLE 7.1.2.B-2

Sign Types Specific Standards

Monument Sign (p. 374)

Replace current table with changes to formatting and revise standards as follows:

MONUMENT SIGN		TABLE 7.1.2.B-2 SIGN TYPES SPECIFIC STANDARDS							
									
		CD-2	CD-3L	CD-3	CD-4	CD-4C	SD-INT	SD-LI	SD-HI CV
General Description		Additional Standards							
A Sign that is erected on a solid base directly on the ground, and that is itself constructed of a solid material.		In addition to all other applicable standards, each Monument Sign allowed under this Article: - shall be located at Development Entrance, if applicable, otherwise within the 1st Lot Layer; - shall incorporate a supporting base that is at least 75 percent of the width of the Sign face at its widest point; - shall have a supporting base constructed of brick, stone, masonry or scored concrete;							
Standards									
Quantity (max)	All Permitted Districts: 1 per Development Entrance; CD-2, CD-3L & CD-3: all other Permitted Districts other than CD-2, CD-3L								

Add reference to new standard for entrance signs

Article 7 Sign Standards

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

	& CD-3: 1 per Frontage	
Area (max)	CD-2, CD-3L & CD-3: 18 sf; Other Permitted Districts: 50 sf	d. shall not be allowed at the Frontage if there is a Post Sign on the Lot.
Height (max)	CD-2, CD-3L, CD-3 & CD-4: 6 ft; Others: 10 ft.	e. Large scale commercial and multi-tenants (5 or more tenants) uses are allowed an additional 32 square feet.
Letter Height	Not Regulated	<u>See Section 7.1.8 for additional residential subdivision sign standards.</u>

Article 7 Sign Standards

Proposed Zoning Text Amendment

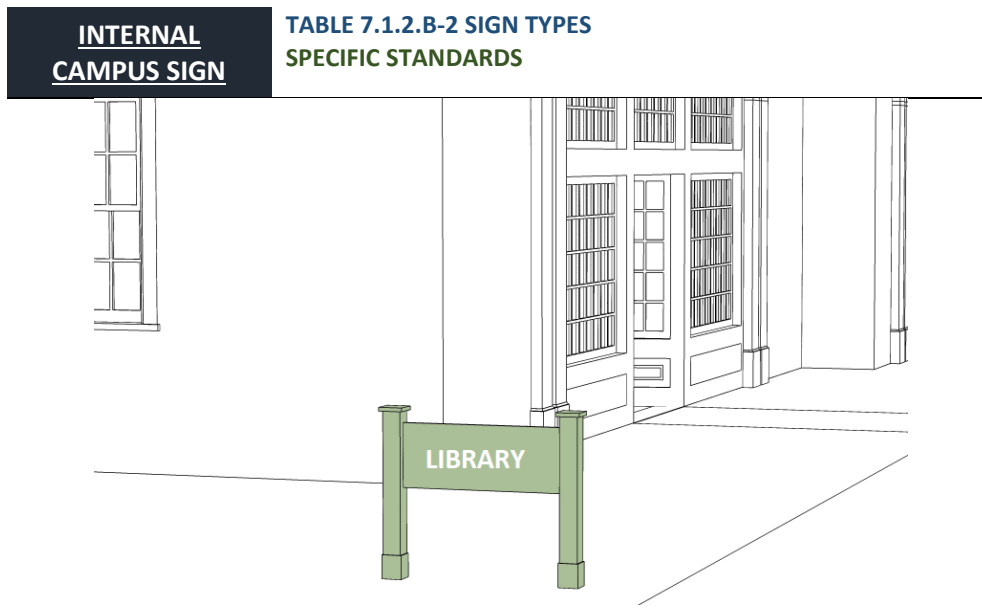
Additions are Underlined
 Deletions are Strikethrough

TABLE 7.1.2.B-2

Sign Types Specific Standards

Campus Sign (p. N/A)

Add new sign type to the table as follows:



Add a sign type for signage internal to an institutional site.

Permitted in all districts.

General Description		Additional Standards
A small, ground-mounted sign for pedestrian and vehicular circulation within a large multi-building site such as a church, hospital, or school. Campus signs direct visitors to parking and building locations.		In addition to all other applicable standards, each Internal Campus Sign shall be:
Standards		1. Conform to the minimum setback at the property line applicable to an accessory structure; and
Quantity	Internal campus signs are unregulated when they are not visible from the right-of-way.	2. Shall not be internally illuminated.
Area	Unregulated where not visible from the right-of-way.	
Width/Height	Unregulated where not visible from the right-of-way.	

Article 7 Sign Standards

Proposed Zoning Text Amendment

Additions are Underlined
 Deletions are Strikethrough

TABLE 7.1.2.B-2

Sign Types Specific Standards

Band Sign (p. 368)

Replace current table with changes to formatting and revise standards as follows:

Clarifies appropriate location of Band Sign and provides for combination of Band Sign and Wall Sign

Band Sign

**TABLE 7.1.2.B-2 SIGN TYPES
 SPECIFIC STANDARDS**



CD-4 CD-4C CD-5 CD-5C SD-INT SD-LI SD-HI PUD-MU CV

-LI
 SD

-HI

PU

D-MU CV

General Description

A Sign that is flat against the Façade and placed directly above the main entrance and often runs horizontally along the entablature of traditional Buildings. Band Signs are typically intended to be seen from a distance and are often accompanied by additional pedestrian-scaled signage.

Standards

Quantity (max)	1 per Façade plus 1 per first floor
Area (max)	Business Frontage 1.5 sf per linear ft of Façade

Additional Standards

In addition to all other applicable standards, each Band Sign allowed under this Article:

- shall be applied to the first Story Façade and not project vertically above the roof line.
- shall have letters individually attached to the wall, on a separate background panel affixed to the wall, or printed or etched on

Article 7 Sign Standards

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

Width/Height	max 100% width of Façade max 3 ft height except CD-4C and SD-INT no max height	the same surface as the background. shall not obscure any architectural element of the Building and shall be in vertical alignment with the center of an architectural element such as a storefront window or entrance, or centered over the bay or over all space occupied by the Business.
Depth/Projection	excluding mounting hardware max 7 in	
Clearance	Min 7ft	

c. Where a Wall Sign is
used on the same
elevation as a Band
Sign, the area of the
Wall Sign shall be
subtracted from the
maximum allowable
area of the Band Sand.

Article 7 Sign Standards

Proposed Zoning Text Amendment

Additions are Underlined
 Deletions are Strikethrough

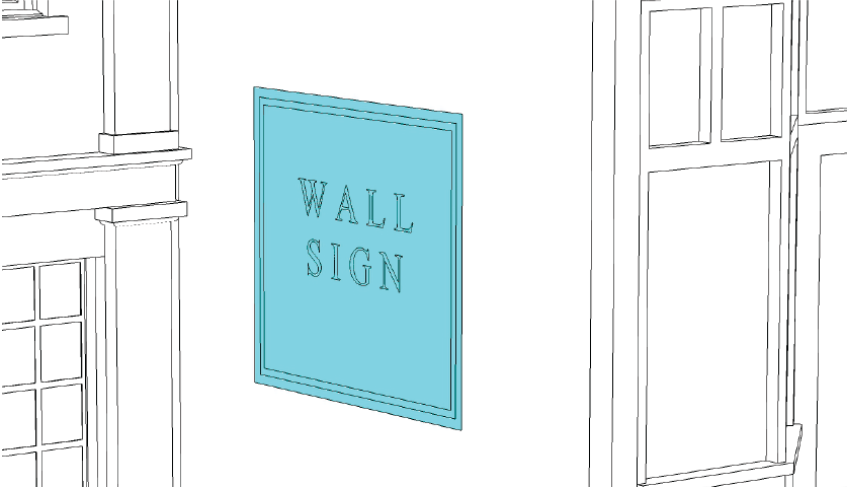
TABLE 7.1.2.B-2

Sign Types Specific Standards

Wall Sign (p. 368)

Replace current table with changes to formatting and revise standards as follows:

Provides for combination of Band Sign and Wall Sign

Wall Sign	TABLE 7.1.2.B-2 SIGN TYPES SPECIFIC STANDARDS
	
CD-4 CD-4C CD-5 CD-5C SD-INT SD-LI SD-HI PUD-MU CV	-LI SD -HI PU D-MU CV

General Description

A Sign that is flat against ~~the Facade of a Secondary Frontage~~a building elevation. These Signs are typically painted directly on the Building and contain a combination of text and graphic elements. They are intended to be visible from a greater distance and shall be accompanied by additional signage on the Facade at the Principal Frontage.

Standards

Additional Standards

In addition to all other applicable standards, each Band Sign allowed under this Article:

- shall not project vertically above the roof line;
- shall include only letters, background, lighting, and an optional logo, with such information shall consist only of the name and/or logo of the Businesses located in such Building;

Article 7 Sign Standards

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

Quantity (max)	1 per Business
Area	Max 32 sf
Depth/Projection	3 inches
Clearance	Not Regulated

- c. shall have letters individually attached to the wall, on a separate background panel affixed to the wall, or painted, printed or etched on the same surface as the background; and
- d. shall not obscure any architectural element and be in vertical alignment with the center of an architectural element such as a storefront window or entrance, or centered over the bay or overall space occupied by the Businesses.
- e. When used on the same elevation as a Band Sign, the area of the Wall Sign shall reduce the maximum allowable size of the Band Sign.

Q3 – 2023 Zoning Text Amendment Sign Standards

Project #:	24-0337	Location:	N/A
Applicant:	Kevin C. McCarthy, AICP	Case Type(s):	Text Amendment
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	N/A

SUMMARY

This request modifies the text of Article 7 of the zoning ordinance revising **sign standards**. The standards regulate the size, placement, and materiality of signs throughout Columbia.

The applicant, the Zoning Administrator, requests to amend the text of Ordinance 4400, the zoning ordinance for the City of Columbia. This is the fourth 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 two years administering the Ordinance. This round of proposed amendments is detailed in the attached list of topics and track changes documents.

- 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 ongoing current process of reviewing and updating the Zoning Ordinance, Subdivision Regulations, Engineering Standards & Specifications, and other regulating documents is part of the implementation of Connect Columbia, the City's comprehensive plan.

REVIEW PROCESS

Section **8.5.18** 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 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 second and third of five rounds of zoning text amendments staff plans to present to the Planning Commission between December 2023 and December 2024.

Proposed changes include:

- **§7.1.7– Temporary Signs**
 - Revises standards for the size and number of temporary signs to be more specific regarding the size of particular signs types (i.e. banners and ground signs).
- **New §7.1.8 – Residential Subdivision Signs**
 - Adds a new section related to subdivision signs.
 - Distinguishes temporary and permanent subdivision signs.
 - Establishes standards for size and placement of subdivision signs.
 - Permits subdivision signs in open spaces and easements.
- **§7.1.10 (renumbered to 7.1.11) – Exempt Signs**
 - Exempts Camps Signs from permit.
 - Exempts Home Occupation Signs from permit.
- **TABLE 7.1.2.B-2 – Monument Signs**
 - Adds a reference to the proposed subdivision sign standards.
- **TABLE 7.1.2.B-2 – Campus Signs**
 - Create a new sign type.
 - Defines and establishes standards for internally-oriented signs on large properties which include more than one building.
- **TABLE 7.1.2.B-2 – Band Sign**
 - Removes limitation on placement of a Band Sign (above the main entrance).
 - Adds a provision which permits the combination of a Band Sign and a Wall Sign on the same elevation.
- **TABLE 7.1.2.B-2 – Wall Sign**
 - Removes prohibition of Wall Signs from Façade elevations.
 - Clarifies that the combined use of Wall and Band Signs does not increase the total amount of sign area on the elevation.

The Planning Commission may recommend approval of the proposed text amendments, direct staff to prepare an alternative text amendment, or decline to act on the proposed changes.

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 amendments [may be subject to modifications proposed by the Planning Commission].

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

Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: 2ND CONSIDERATION ON ORDINANCE NO. 4529 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REVISING THE VILLAGES AT CARTERS CREEK PUD MASTER PLAN AT TAX MAP 51 PARCEL 22.03 OFF NASHVILLE HIGHWAY AND NAPA VALLEY WAY - WARD 5.

RECOMMENDATION: Approve Ordinance No. 4529 on second consideration.

INFORMATION: The applicant is requesting to modify a 2.21 acre portion of parcel 22.03 of the Villages at Carters Creek PUD. The preliminary master plan proposes a drive-through convenience store with fuel pump sales. The Planning Commission reviewed this request at the September 11, 2024 meeting and recommended approval with a vote of five to one. Much discussion was about the site and possible modifications. Since Planning Commission, the applicant has altered the proposed Master Plan thus the attachments and exhibits have been updated and the request amended.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report for Ordinance No. 4529, Ordinance No. 4529, Exhibit A, Exhibit B, Development Services Staff Report; Applicant Memo.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REVISING THE VILLAGES AT CARTERS CREEK PUD MASTER PLAN AT TAX MAP 51 PARCEL 22.03 LOCATED OFF NASHVILLE HIGHWAY AND NAPA VALLEY WAY.

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 revising the Villages at Carters Creek PUD Master Plan for property off Nashville Highway and Napa Valley Way, at Tax Map 51 Parcel 22.03.

Section 2: Said revised Planned Unit Development Master Plan is located in the Third Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia. The PUD Master Plan, which is attached hereto and incorporated herein by reference, is identified as Exhibit "A". The façade elevations for the PUD Master Plan, which are attached hereto and incorporated herein by reference, are identified as Exhibit "B".

Section 3 This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of approval on the 11th day of September, 2024, and after a public hearing held on the 10th day of October, 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 findings:

- a. The proposed PUD Master Plan 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 have not been contravened;

- c. The proposed PUD Master Plan will have no adverse effect upon adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 14th day of November, 2024.

CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY

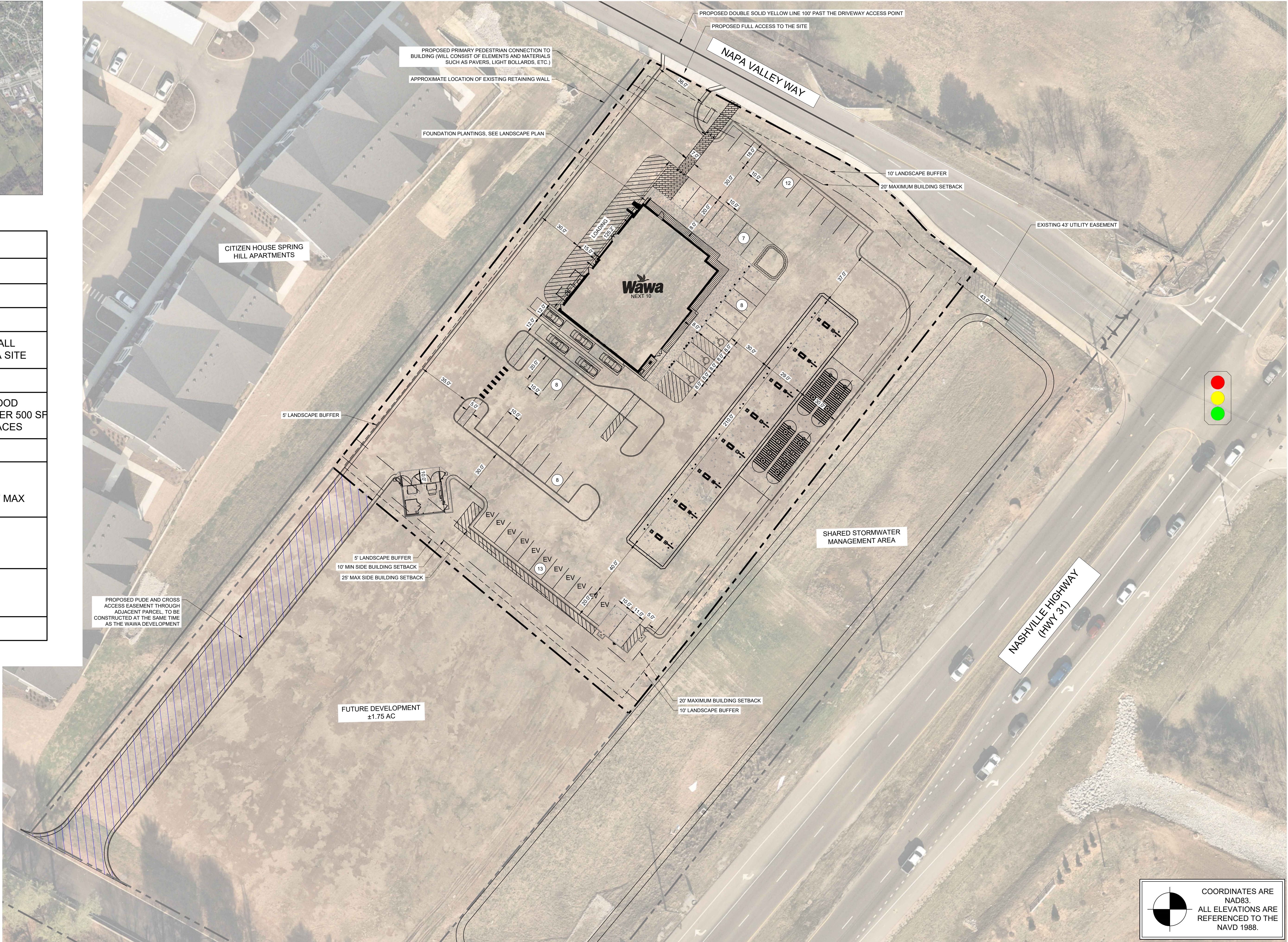
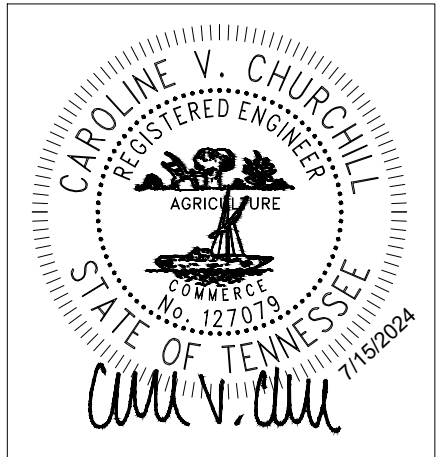
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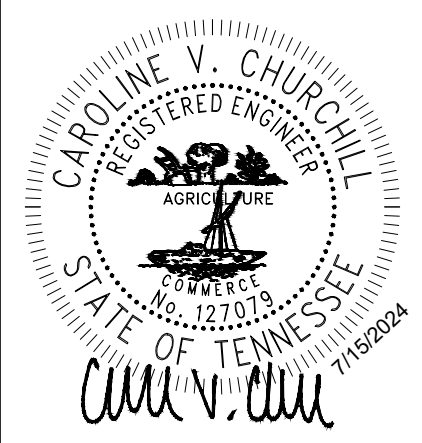
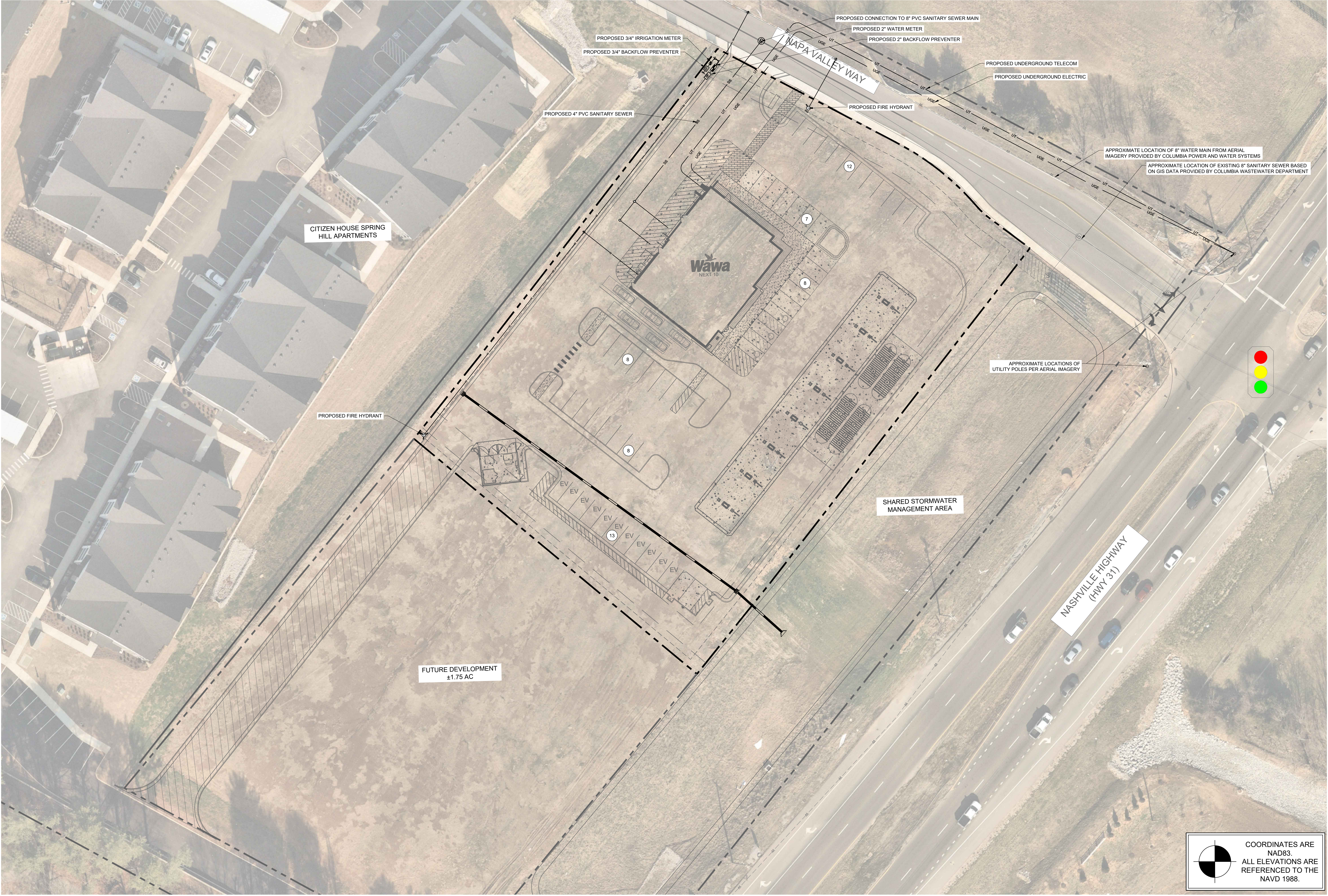
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration: _____

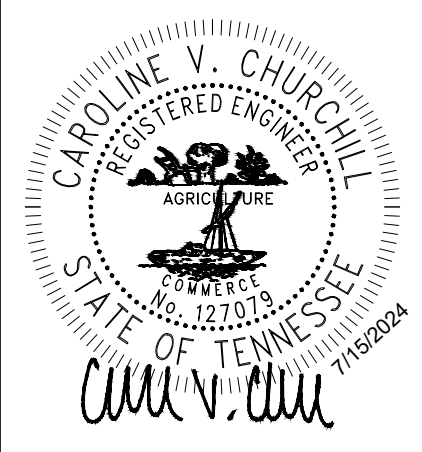
SITE DATA	
JURISDICTION	COLUMBIA
EXISTING ZONING	PUD
PROPOSED ZONING	PUD
WAWA SITE AREA	3.97 AC ± OVERALL 2.21 AC ± WAWA SITE
BUILDING AREA	6,374 S.F.
MIN. PARKING REQUIRED	1 PER 200 SF FOOD SERVICES + 1 PER 500 SF RETAIL = 26 SPACES
PARKING PROVIDED	56 SPACES
FRONT SETBACK	20 FT
SIDE (R/W) SETBACK	20 FT
SIDE SETBACK	10 FT MIN; 25 FT MAX
REAR SETBACK	0 FT
FRONT BUFFER YARD	10 FT
SIDE BUFFER YARD	5 FT
REAR BUFFER YARD	5 FT
BUILDING TYPE	NEXT10
CANOPY CONFIGURATION	STRAIGHT
CANOPY TYPE	SLOPED
# MPD'S	8



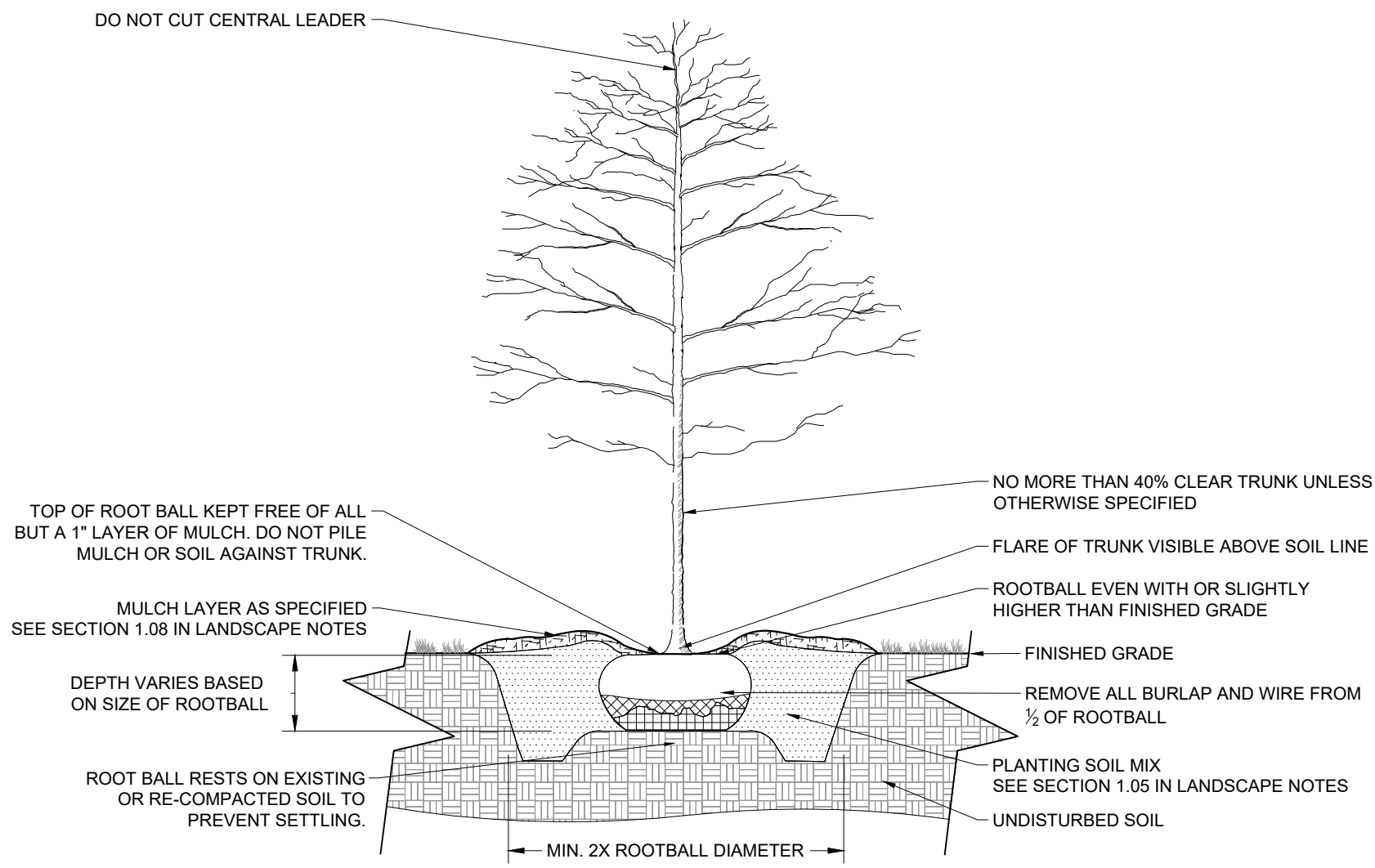




EXISTING CONTOURS
ARE BASED ON TN GIS
INFORMATION AND
GOOGLE AERIAL
IMAGERY.
ASBUILT TOPO
SURVEY IS BEING
COMPLETED FOR THE
PROJECT SITE TO
DETERMINE THE
EXACT GRADES NOW
THAT THE SITE HAS
BEEN MASS GRADED
AND TEMPORARY
STABILIZED. GRADING
PLAN WILL BE
UPDATED WITH THAT
INFORMATION ONCE
RECEIVED.

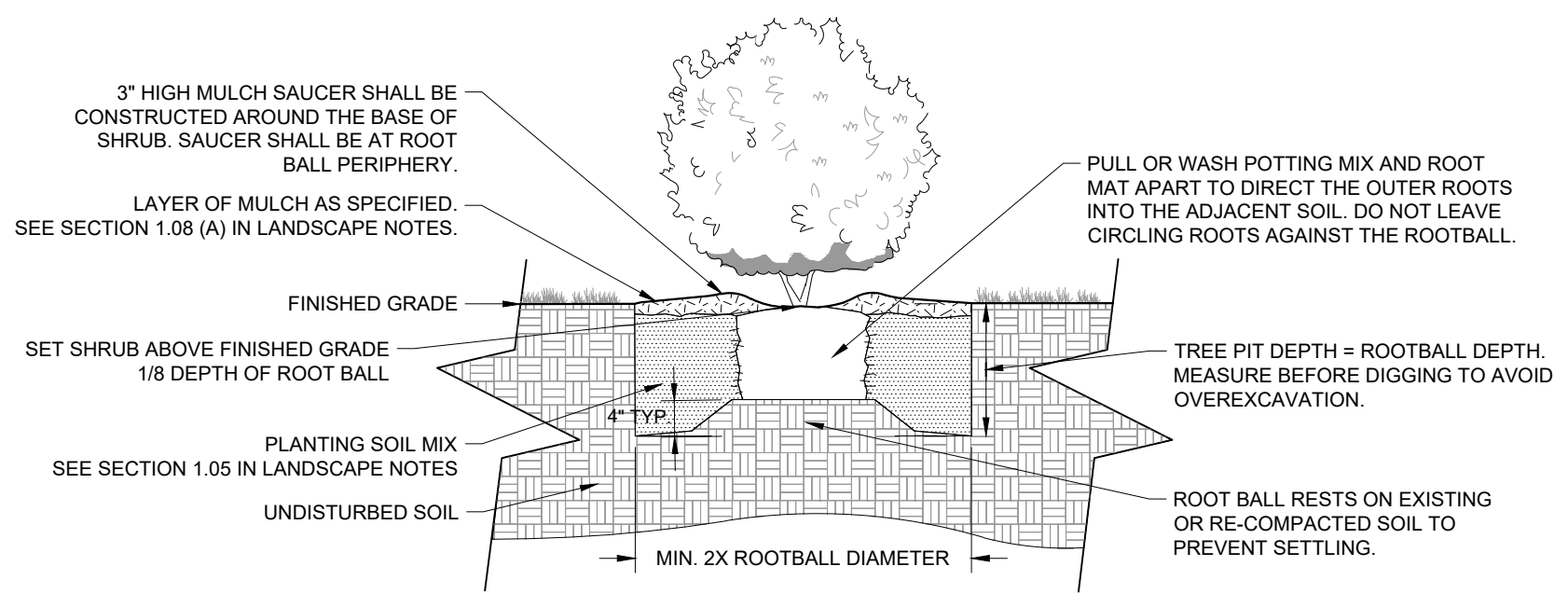


COORDINATES ARE
NAD83.
ALL ELEVATIONS ARE
REFERENCED TO THE
NAVD 1988.



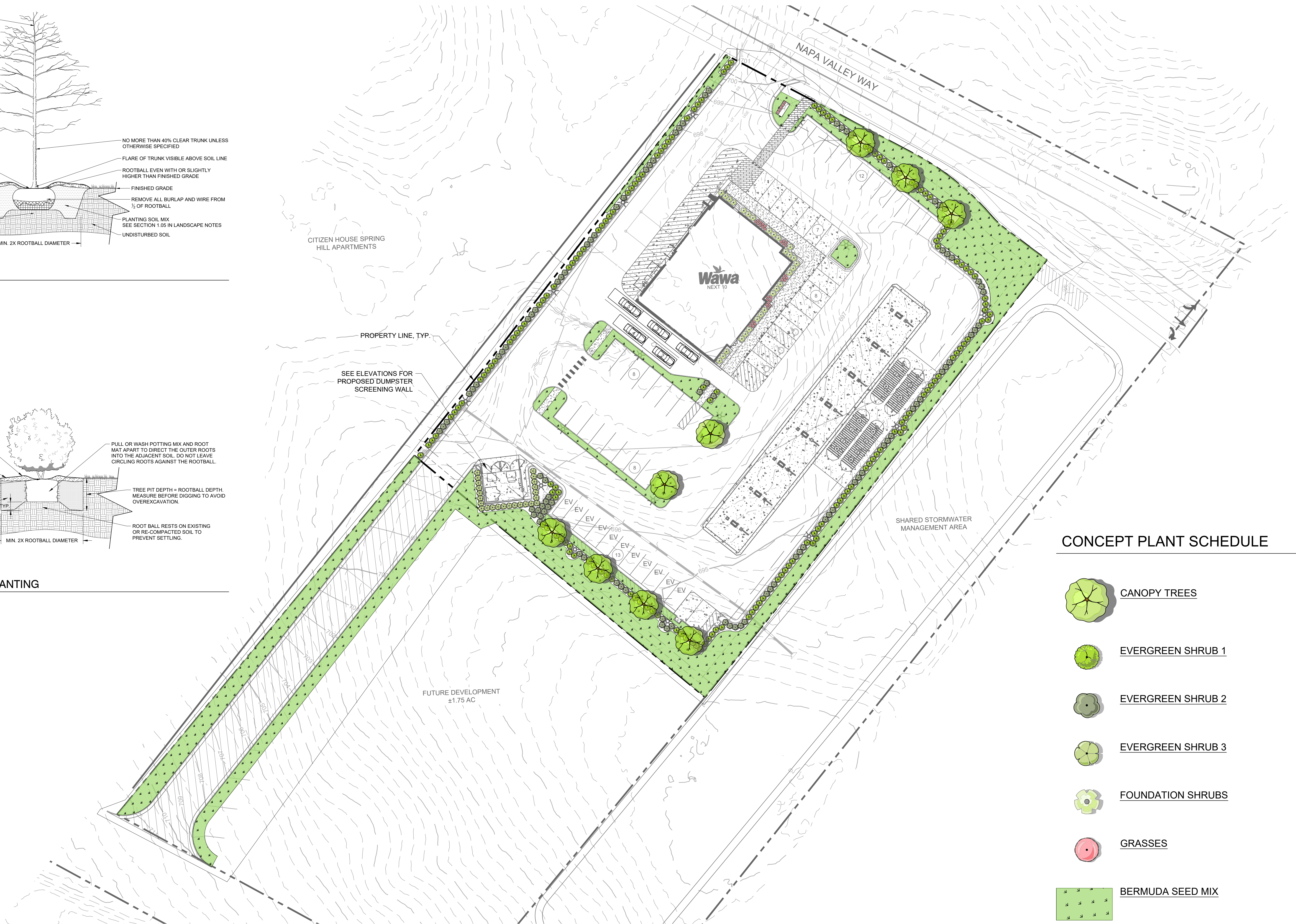
1 B&B TREE PLANTING

NOT TO SCALE

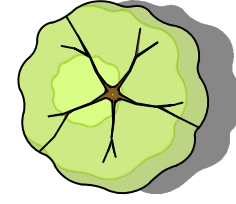
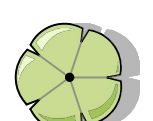
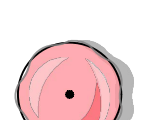


3 CONTAINER SHRUB PLANTING

NOT TO SCALE



CONCEPT PLANT SCHEDULE

	CANOPY TREES	9
	EVERGREEN SHRUB 1	158
	EVERGREEN SHRUB 2	101
	EVERGREEN SHRUB 3	24
	FOUNDATION SHRUBS	29
	GRASSES	37
	BERMUDA SEED MIX	20,099 SF



MATERIAL CALS. REAR ELEVATION:	
BRICK (1) - 206 SF	10%
BRICK (3) - 685 SF	33%
FC SIDING - 332 SF	16%
CULTURED STONE - 165 SF	8%
METAL AWNING - 76 SF	3.5%
GLAZING - 614 SF	29.5%
TOTAL 2,078 SF	



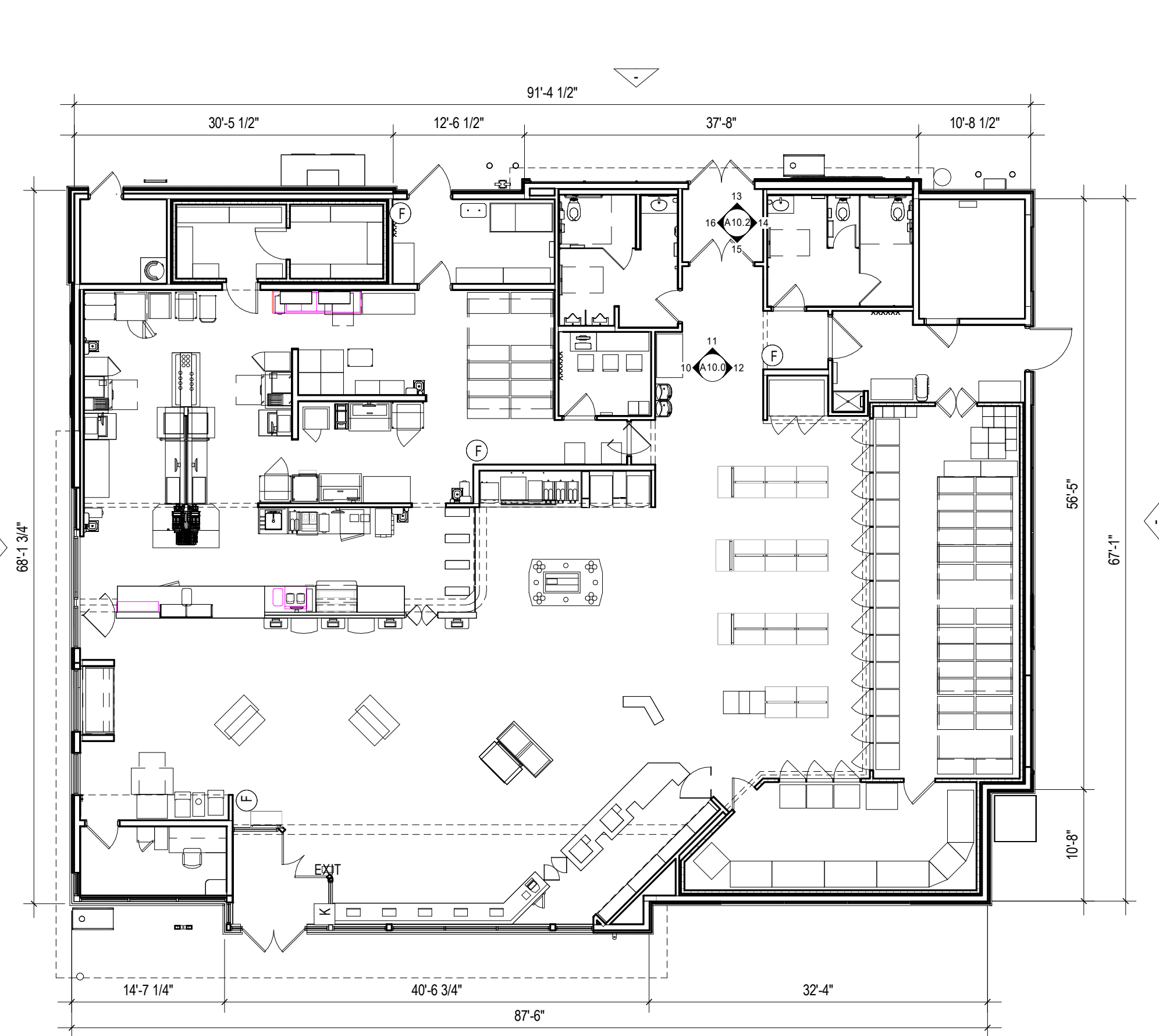
MATERIAL CALS. REAR ELEVATION:	
BRICK (1) - 312 SF	17%
BRICK (3) - 580 SF	31%
FC SIDING - 645 SF	35%
CULTURED STONE - 320 SF	17%
TOTAL 1,857 SF	



MATERIAL CALS. LEFT SIDE ELEVATION:	
BRICK (1) - 745 SF	47%
BRICK (3) - 66 SF	4.5%
FC SIDING - 324 SF	20%
CULTURED STONE - 155 SF	9.5%
METAL AWNING - 63 SF	4.5%
GLAZING - 233 SF	14.5%
TOTAL 1,586 SF	



MATERIAL CALS. RIGHT SIDE ELEVATION:	
BRICK (1) - 131 SF	9.5%
BRICK (3) - 247 SF	16.5%
FC SIDING - 656 SF	43%
CULTURED STONE - 145 SF	9.5%
METAL AWNING - 9 SF	0.5%
GLAZING - 325 SF	23%
TOTAL 1,513 SF	



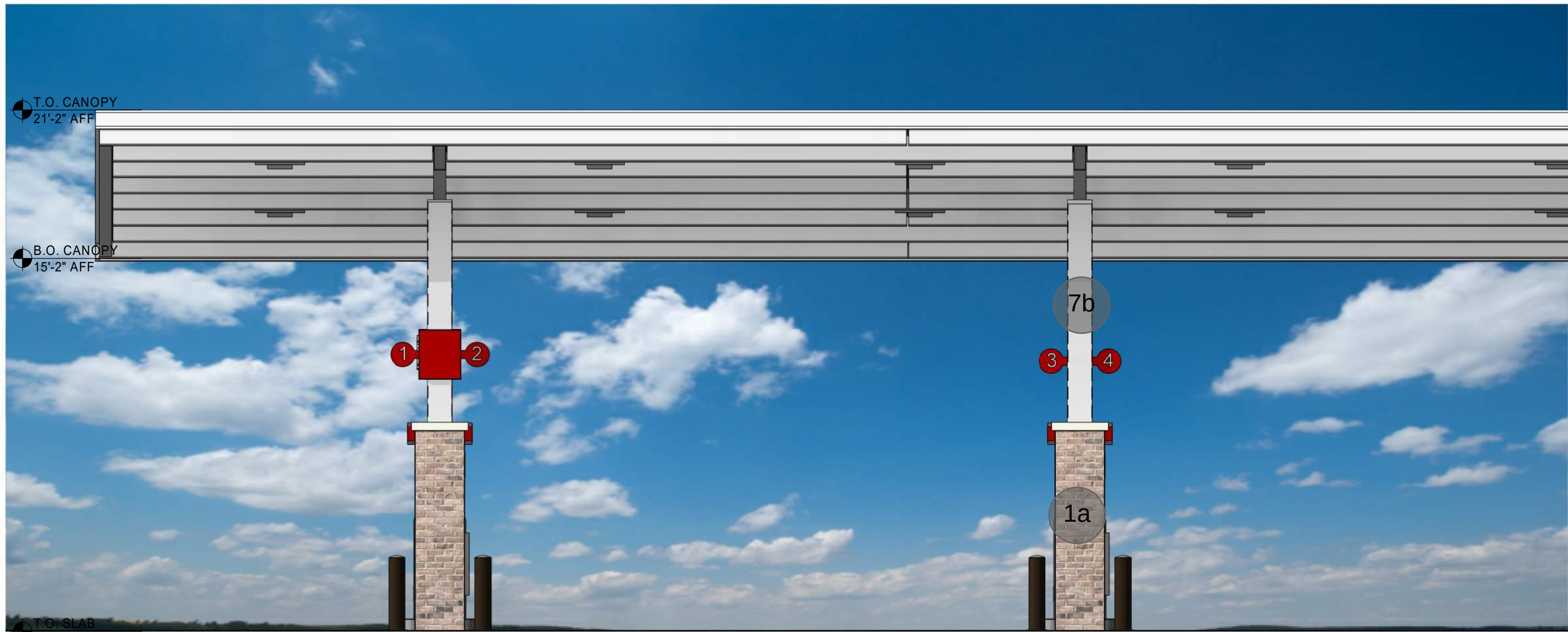
5 KEY PLAN
A0.16 3/32" = 1'-0"

MATERIALS:





⑦ FUEL CANOPY ELEVATION
1/4" = 1'-0"

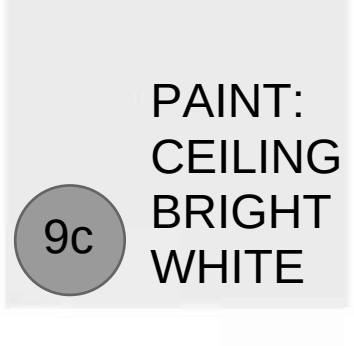
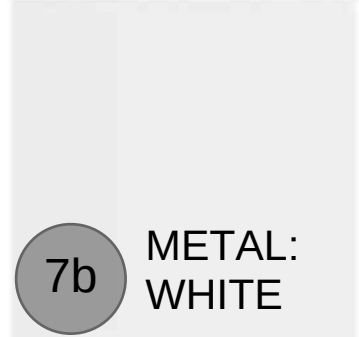


④ FUEL CANOPY ELEVATION - LONG
1/4" = 1'-0"



① FUEL CANOPY PERSPECTIVE

MATERIALS:



⑦ DUMPSTER SIDE ELEVATION
3/8" = 1'-0"



⑥ DUMPSTER SIDE ELEVATION
3/8" = 1'-0"



⑤ DUMPSTER FRONT ELEVATION
3/8" = 1'-0"



④ DUMPSTER REAR ELEVATION
3/8" = 1'-0"

Wawa Preliminary PUD Master Plan

Project #:	24-0276	Location:	Map 51 Parcel 203
Applicant:	Emily Zeller	Case Type(s):	PUD Master Plan
Staff Planner:	Austin Brass, AICP	Proposed Use:	Convenience Store with Fuel Sales

PROJECT SUMMARY

The applicant seeks approval of a Preliminary Planned Unit Development Master Plan approval for a 6,327 SF Convenience Store with Gasoline Sales Facility within a PUD-MU District. This proposal is located on a vacant 2.21-acre site that is accessed from Napa Valley Way via Nashville Hwy at the Greens Mill Road intersection. This Preliminary PUD Master Plan was approved by the Planning Commission with requested deviations by the applicant on September 11th, 2024. The applicant has since modified the site plan to conform closer to the PUD MU site standards as outlined in the Zoning Ordinance. The revised site plan changes from the initial Planning Commission approval include the following listed in red:

- All fuel pumps are required to be located in the 3rd layer of a building site as a limited use standard for any Convenience Store with Gasoline Sales Facility in all Zoning districts. **The applicant has revised the site plan to indicate all required fuel pumps and associated canopy to be located in the 3rd layer of the site.**
- All parking areas per table 4.3.12 (c) of the Zoning Ordinance require a parking area or lot having ten (10) or more spaces shall require one landscape island for every ten (10) parking spaces. Each parking island shall be equivalent to one parking space (9 x 18) and include one (1) shade tree for every island. These landscape islands are not shown on parking rows of the site plan, and would be a PUD deviation with proposed parking lot configuration as shown. **The applicant has revised the site plan to indicate parking stalls to contain one equivalent landscape island per the rows that contain at least 10 spaces; however, interior parking stalls adjacent to building facade do not terminate into a landscape island per table 4.3.12.C-2 of the Zoning Ordinance that indicates all interior parking rows shall be terminated at both ends with a landscape island.**
- A PUD-MU district requires all buildings to have a principal façade elevation to enfront a street section. **The applicant has revised the Napa Valley Way Elevation to indicate a primary entrance with a combination of spandrel and transparent glazing at this elevation. Overall, this elevation indicates 9.1% of clear glazing in deviating from the required 70%. Primary materials indicate brick and cultured stone as a foundation cladding including fiber board.**
- The Zoning Ordinance requires foundation planting to be placed within five feet of a building's perimeter. Table 4.3.15-D-2 of the Zoning Ordinance allows the Zoning Administrator to

determine due to site design constraints, planter boxes may be used in the area of the site that enhance the overall landscape plan for the development. **The applicant has indicated the availability to place planter boxes. It would be a requirement that these planter boxes be placed at both Napa Valley & fuel canopy elevation to ensure the foundation landscaping requirements are met.**

The following bullet points list requested deviations that do not comply with the PUD-MU standards of the Zoning Ordinance as recommended by Planning Commission on September 11th, 2024.

- A PUD-MU district requires all buildings to have a maximum setback of 20'. The applicant requests a PUD deviation from this base standard to allow the proposed principle building to exceed the 20' maximum setback at 70' +/-.
- A PUD-MU district requires all buildings with a retail use to consist of a shopfront façade type. All shopfront façade types require 70% glazing (*glass*) as an element of this façade. The applicant requests to deviate from the principal elevation enfronting Napa Valley Way as required, and utilizes the principal elevation enfronting the fuel canopy. At this elevation the applicant has stated *"We are proposing the maximum amount of glazing possible, while retaining the aesthetic balance of the building. 70% is not achievable due to massing of the building and interior uses within"*. The applicant proposes the Napa Valley Way elevation to consist of 18.6% glazing that consist of a combination of spandrel and clear glass with 9.1% clear glass as the Zoning Ordinance requires.
- A PUD-MU district requires all driveways to have a maximum width of 24'. The applicant request deviate for this standard for a driveway maximum of 36'.
- All required parking is required to be located in the 3rd layer. The applicant is requesting a PUD deviation to allow for parking to be located in the 1st and 2nd layer.
- A Convenience Retail use has a parking ratio of 1 space per 200 SF. At 6,327 SF; 31 spaces would be required. The applicant is proposing 55 parking spaces that exceed the allowed requirement to permit parking over 30% of the maximum parking allowed.
- A PUD-MU district requires all buildings to have a 90% frontage buildout. The applicant requests a PUD deviation to have a significantly reduced frontage buildout at 40 % indicating that that it is not practical due to driveways and parking on the site.
- A PUD-MU district requires all buildings to be a minimum of 2 stories. The applicant is requesting a PUD deviation for a 1 story structure indicating that the requirement of the standard *"a significant added cost and provides no benefit to the City, public, customers, or to the tenant"*.

The Planning Commission was a **recommending body** to City Council for a Preliminary PUD Master Plan per section 8.5.21.M of the Zoning Ordinance that lists the criteria for Planning

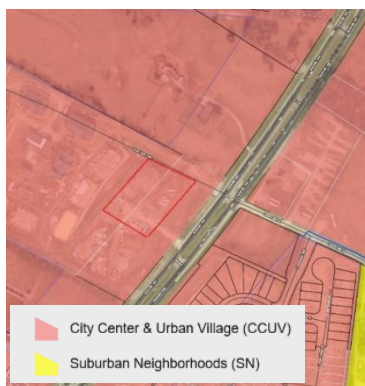
Commission action. The Planning Commission will be the decision-making authority for the Final PUD Master Plan, and property with a Preliminary and Final Plat. Sample motion templates are crafted at the end of this report.

SITE INFORMATION

CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
PUD-MU	Vacant Land	6,372 SF Gas Station	+ /- 2.21 acres



FUTURE LAND USE MAP (City Center & Urban Village)



ZONING MAP (PUD-R)



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	City Center & Urban Village	PUD-MU	Vacant
North	City Center & Urban Village	CD-3	Single-Family Residential
South	City Center & Urban Village	Civic	Cemetery
East	City Center & Urban Village	PUD-R & CD-4	Single-Family Residential
West	City Center & Urban Village	PUD-MU	Multi-Family (<i>Citizens House at Spring Hill Apartments</i>)

CONSISTENCY WITH CONNECT COLUMBIA

City Center & Urban Village:

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community. Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses are largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents' daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes. Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a



CITY OF COLUMBIA TENNESSEE PLANNING COMMISSION STAFF REPORT

AUGUST 2024
24-0276, 2425
NASHVILLE HWY
PRELIMINARY PUD

pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.

Character & Intent

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community.

Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents' daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes.

Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.



Land Use Considerations

Primary uses include government, civic uses, parks, religious facilities, offices, retail, and all forms of medium-density housing. Secondary land uses include utility facilities, institutional uses, low-density housing, and neighborhood retail. New industrial and warehouse uses are inappropriate.

Form & Pattern

The CCUV includes established and infill neighborhoods at medium to high densities organized along a well-connected transportation network. Infill development supports and extends the formation of blocks and eliminates gaps in the built environment. The CCUV future land use is distinguished from Suburban Neighborhoods (SN) by the unambiguous prominence of public frontages. A high density of streets and thoroughfares with complete public frontages extends the public sphere outward from civic and commercial spaces. Implementing bulk and design standards clearly delineate the public and private realms through the application of layers and front-to-back discipline of lots. Bulk and design standards are occasionally modified to accommodate historic preservation, artistic innovation, redevelopment, and other place-based policies of the City. New development should accompany concurrent extension of complete urban services in places where they do not already exist. Parking is provided on an area-wide basis as a utility supplemented by private land users.

Implementing Districts

Neighborhood CD-3 (Only where compatible with established pattern)
General Urban CD-4
Urban Center CD-5
General Urban-Corridor CD-4C (only along Arterial roadways)
Urban Center - Corridor CD-5C (only along Arterial roadways)*
Mixed Use PUD-MU
Civic CV

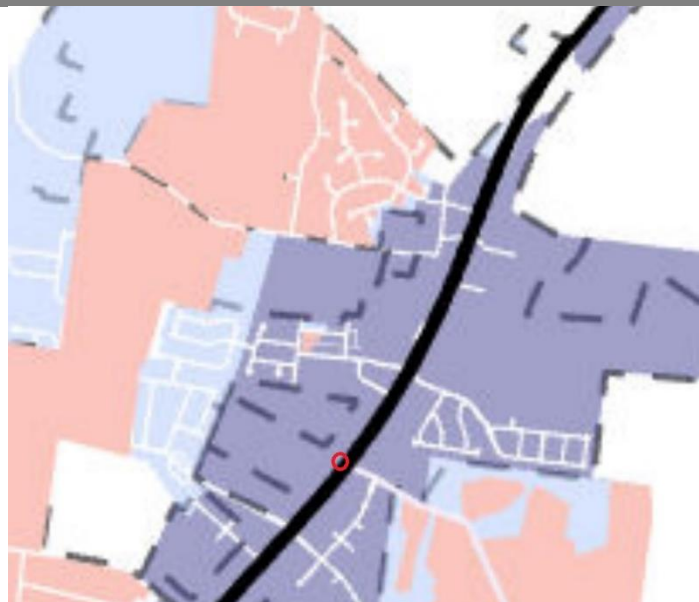
Implementing Standards

General Development Pattern: Mixed Uses & Isolated Uses
Density (density units per acre): ≥ 12 du/ac
Building Height: 1-5 stories
Open Space Elements: Civic Spaces, Parks & Greenways



AREA OF CHANGE

Connect Columbia established the areas of change policy designation for the subject site as *activate*. The designation includes areas where significant and beneficial change is occurring or is desired. These areas are the focus of proactive City policies to bring the community's values to fruition. Public investment and increased coordination with the private sector will achieve transformational changes envisioned by the community (Connect Columbia p. 32).



- Activate (City Policies Foster Proactive Change)
- Protect (City Policies Minimize Change to Established Land Use)
- Facilitate (City Facilitates Orderly Market-Driven Change)

CONFORMITY WITH ZONING ORDINANCE

Lots, Building Sites & Bulk Standards:

- **The proposed Planned Unit Development Preliminary Master Plan does not conform to most of the bulk standards of the Ordinance within a PUD-MU District.**
 - All proposed uses must conform to the uses as outlined in § 4.3.1 E of the Zoning Ordinance. The Zoning Ordinance permits a Convenience Store and Gasoline Sales Facility Use in a PUD-MU district.
 - This site plan includes multiple deviations from the base standards of § 4.3.1-E (building, lot & building site standards) & § 4.3.1-K of the Zoning Ordinance within a PUD-MU District that outline all required design standards. These deviations include frontage buildout, frontage setback, façade placement, fuel canopy that is not in 3rd layer, exceeded parking beyond 30% of the minimum requirement, and a proposal for a one-story building with reduced glazing.
 - Staff prepared the tables below to demonstrate how the proposed development conforms to the bulk and design standards of the Zoning Ordinance. Table 1 describes applicable bulk standards per § 4.3.1-E (building, lot & building site standards) of the Zoning Ordinance for a PUD-MU character district in which the subject property is zoned. Table 2 describes the design standards of the Zoning Ordinance per § 4.3.1-K of the Zoning Ordinance within a PUD-MU District.

Table 1 (PUD-MU) Mixed Use Planned Unit Development Bulk Standards		
Bulk Standards:	Required	Proposed
Minimum Lot/ Building Site Width Minimum and Maximum:	18 ft. min/ 180 ft. max	260 ft. (<i>existing lot condition</i>)
Lot/Building Enfrontment:	Facades must have main entrance in principle of building frontage	A main entrance does not enfront the existing Napa Valley Way Street section where the principle building frontage is required
Building Height:	2 stories minimum	1 story
Frontage Buildout:	90% minimum	40%
Parking:	Retail Sales with Food (1 per 200 SF=34 spaces)	56 spaces

Setbacks:	<u>Principal Buildings</u> Front: – 0-20 ft. Side: – 10 ft- 24ft. Rear: NR.	Front: – 65 +/-' Side: - exceeds 24ft Rear: NR
Fuel Sales and Gasoline Sales Facilities, including Convenience Store with Gasoline Sales Facility		
Limited Use Standard:	<u>Required</u>	<u>Proposed</u>
1.	Fuel Pumps shall be located at least 15 feet from any property line.	All pumps are at least 15 feet from any property line.
2.	No outdoor storage shall be allowed.	Proposed site plan does not indicate any outdoor storage.
3.	Storage of vehicles for more than 24 hours in prohibited	Proposed site plan does not indicate the storage of vehicles.
4.	A spill prevention and counter measures plan shall be provided prior to construction plan approval with procedures.	All spill prevention measures will be reviewed at time of application for building permit.
5.	Pumps shall be located in the 3 rd	Proposed site plan indicates pumps that are located outside the parameters of the 3 rd layer. The applicant has acknowledged this with a requested PUD deviation.
6.	Within Districts CD-4, CD-4C, CD-5C, and PUD-MU, the maximum number of fuel dispensing pumps shall be eight per Lot or Building Site. Within District CD-5, the maximum number of fuel-dispensing pumps shall be eight for the entire District.	8 fuel pumps

Architectural Design Standards:

Table-2 (PUD-MU) Mixed Use Planned Unit Development Architectural Standards		
Design Standards:	Required	Proposed
Main Entrance:	Main Entrance must be in Façade of Principal Frontages.	The proposed main entrance is not at a façade elevation. A façade elevation is the building plane that enfronts a street section. In this case, the façade would be the elevation that enfronts
Vertical Composition:	Identifiable Base, Middle, & Cap	Base consists of cultured stone with a defined middle and cap.
Façade Position & Façade Articulation:	Main entrance at façade & position parallel to frontage line. Elements.	The principal frontage does not enfront the adjacent street section. Among the elevations, differential of materials is provided with brick modulations, and material changes from brick to culture stone.
Façade Openings:	20 ft. or less spacing for windows/doors	All windows appear to be 20 ft or less with no blank facades.
Façade Glazing:	20-60 % non-shopfront, 70% for shopfront	21% (9.1% Napa Valley elevation)
Window Shape:	Square or vertical proportions	All windows are square or vertical proportioned
Window Alignment:	Upper floor windows and other features must be aligned with those of first floor	All upper floor windows are aligned correctly.
Window Types:	Single-hung, double-hung, casement.	All windows adhere to the window type standards as described.
Window Glazing Material:	Clear	All windows proposed are clear glass.
Window Trim in 1st Layer:	Min 4 in. trim with sill and top plate/ soldier course above lintel and rowlock course below sill	Elevations appear to consist of window trim details.
Shutters:	Functional to cover half of window width/ shutter dogs	Shutters are not proposed on windows.
Façade Window Sill Height:	5 ft. min above grade (residential only)	<i>N/A (Commercial uses do not have this requirement)</i>
Shopfront Frontages:	12 in-24 in. knee wall required at Frontage	A 24-inch knee wall is provided at shopfront elevation
Façade Variety:	No façade may exist more than once on a block face	This is a single site building with one façade.

	or within view of same façade	
Roof Type & Pitch:	Hip/ Gable/ Flat	Flat
Primary Building Materials:	Brick, Fiber Cement Board, Wood	All elevations indicate a primary façade material of brick and fiber cement siding.
Foundation Cladding:	Brick or Natural Stone	Cultured Stone
Building Colors:	Up to 3 colors, including the natural color of any allowed materials, but excluding trim color.	Does not exceed 3 colors.

REVIEW PROCESS

Section **8.3.3.B.7** of the Zoning Ordinance authorizes the Planning Commission to make “Recommendations to the City Council on a preliminary Master PUD Development Plan.” Sections 8.5.21.B.3 and 8.5.21.M of the Zoning Ordinance establish the criteria for Planning Commission review and action on the proposed Preliminary PUD Master Plan.

8.5.21.B Master PUD Development Plan Approval

3. Approval of a Master PUD Development Plan [is] subject to the Planning Commission’s and the City Council’s first making formal, written that the proposed Development, such applications, and approvals:
 - a. conforms to all applicable standards and requirements of this Ordinance,
 - b. would be compatible with other Development permitted under all applicable provisions of this Ordinance;
 - c. will not significantly interfere with the use and enjoyment of other land in the vicinity;
 - d. adequately conserve woodland and the protect water courses from erosion and siltation;
 - e. maximize safety, convenience, and amenities for the residents and visitors of the Development; and
 - f. adequately addresses all such other matters as they may find to have a material bearing upon the stated standards and objectives of this Ordinance.
4. Unless specifically exempted, the standards and requirements contained in this Section 8.5.21 shall be in addition to all other applicable standards and requirements established in this Ordinance.

8.5.21.M.1 Planning Commission Action on Preliminary Master PUD Development Plan

Before making any recommendation on a Preliminary Master PUD Development Plan or an amendment to an existing approved Preliminary Master PUD Development Plan, the Planning Commission shall consider the [...] recommendations from the Zoning Administrator and other City departments, and shall conduct a public hearing.

Section **8.3.2.B.4** directs the City Council to render a final decision on the preliminary Master PUD Development Plan of a Planned Unit Development. If the City Council approves the Preliminary PUD Master Plan, the applicant will have two years to submit a Final PUD Master Plan. The Planning Commission shall determine whether the Final PUD Master Plan complies with the Preliminary Master Plan (§ 8.5.21.U)

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The Development Review Committee reviewed the proposed Preliminary PUD Master Plan at its July 9th 2024 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package and summarized above.

- **Planning** noted the proposal of not meeting the PUD-MU standards of the Zoning Ordinance pertaining to setbacks, design, and choice of site orientation. The applicant responded by requesting deviations from the PUD-MU district.
- **Engineering** noted that this site development plan is subject to approval of an executed Traffic Impact Study. This study has been completed and submitted to engineering. In addition, it has been noted that a right-out turn movement be removed from Nashville Highway that has been removed due to distance from proposed right-out and the existing intersection at Nashville Hwy and Greens Mill Road.
- **Columbia Water** indicated that the water availability letter was issued on **June 14th, 2024** and remains valid for 120 days. The availability of capacity to serve is based on a determination by the Fire Marshal of fire flow requirements and the information submitted on the Water Service Availability Request application.

COMMENTS FROM PLANNING STAFF

This Proposed Planned Unit Development Preliminary Master Plan includes several deviations from the base PUD-MU standards and would not adhere to listed standards of the PUD-MU zoning district per table 4.3.1-L of the Zoning Ordinance.

SAMPLE MOTIONS

Approve:

Recommend Approval:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.M**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the Rezoning to PUD-MU with Preliminary Planned Unit Development Master Plan as presented [*, subject to technical comments and other conditions presented by planning staff*].

Recommend Approval 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 sections **8.5.21.B**, **8.5.21.M**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the Rezoning to PUD-MU with Preliminary Planned Unit Development Master Plan, subject to the following conditions: [*list conditions of approval crafted by Planning Commission*].

Recommend Denial:

Move to recommend denial of the Rezoning to PUD-MU having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.M**, **8.5.18** and **8.5.19** 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 make a decision, 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.

September 19, 2024

Austin Bass, AICP
Principal Planner
Development Services
700 N Garden Street
Columbia, TN 38401

RE: **Wawa #6287**
Updated Site Layout

Dear Mr. Bass,

Please find the revised site layout for the proposed Wawa on Napa Valley Way.

The site has been re-oriented to better comply with the Zoning Ordinance. While certain elements such as the driveways, dumpster locations, and EV charging station remain unchanged, the building and canopy have been redesigned in accordance with the City of Columbia's requests.

Below are the key updates illustrating how the new site layout aligns more closely with the Zoning Ordinance requirements:

- **Building Orientation:** The building now has a true front-back configuration, with one entrance facing the right-of-way and the main entrance facing the canopy.
 - o This orientation allows store employees to have a clear line of sight to the canopy at all times, which is crucial for customer safety.
 - o Foundation plantings have been added to both the front and rear of the building to enhance the overall appearance.
- **Canopy Placement:** The canopy has been relocated entirely into the 3rd layer, positioned on the opposite side of the building from Napa Valley Way.
- **Pedestrian Connectivity:** The decorative pedestrian path now connects directly to a building entrance, providing clear access from the existing sidewalk along the southern side of Napa Valley Way. This door will serve as the primary pedestrian entry.
- **Landscaping:** Landscape islands have been incorporated every 10 parking spaces to enhance the site's visual appeal and meet ordinance requirements.

Should you have any questions or need further clarification, please don't hesitate to contact me at (470) 443-0274 or via email at emily.zeller@kimley-horn.com.

Thank you for your time and consideration.

Sincerely,
Emily Zeller, E.I.
Kimley-Horn



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: 2ND CONSIDERATION ON ORDINANCE NO. 4530 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING PROPERTIES LOCATED AT CARMACK BLVD., CEMETERY AVE., AND PENCIL ALLEY, BEING TAX MAP 99I GROUP D PARCELS 3, 7, 7.01, 7.02 AND 7.04 FROM SD-LI (LIGHT INDUSTRIAL SPECIAL DISTRICT) TO CD-5 (URBAN CENTER CHARACTER DISTRICT) - WARD 3.

RECOMMENDATION: Approve Ordinance No. 4530 on second consideration.

INFORMATION: The applicant is requesting to rezone five properties reflecting a concept of a mixed development of three, three-story buildings and a parking garage. The Planning Commission reviewed this request at the September 11, 2024 meeting and recommended approval with a vote of five to zero.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinance No. 4530, Ordinance No. 4530, Exhibit A, Exhibit B, Development Services Staff Report, Concept Plan.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REZONING PROPERTIES LOCATED AT CARMACK BLVD., CEMETERY AVE. AND PENCIL ALLEY, BEING TAX MAP 99I GROUP D PARCELS 3, 7, 7.01, 7.02, AND 7.04 FROM SD-LI (LIGHT INDUSTRIAL SPECIAL DISTRICT) TO CD-5 (URBAN CENTER 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 SD-LI (Light Industrial Special District) to CD-5 (Urban Center Character District).

Section 2: Said properties to be rezoned, being Tax Map 99I Group D Parcels 3, 7, 7.01, 7.02 and 7.04, off Carmack Blvd., Cemetery Ave., and Pencil Alley are located in the Ninth Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia, as described on Exhibit "A", which is attached hereto and incorporated herein by reference. A location map showing the proposed area to be rezoned from SD-LI (Light Industrial Special District) to CD-5 (Urban Center 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 11th day of September, 2024, and after a public hearing held on the 10th day of October, 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 November, 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: _____

TRACT 1 (PARCEL 7.00) LEGAL DESCRIPTION

BEGINNING at the northwest corner of Map 99I, Group D, Parcel 7.00 at the intersection of South Main Street and Carmack Blvd.;

THENCE BEGINNING OF A NON-TANGENT CURVER CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 77.39 FEET; FROM WHICH BEGINNING OF CURVE THE RADIUS POINTS BEARS SOUTH 49 DEGREES 52 MINUTES 35 SECONDS EAST – 39.09 FEET; THENCE SOUTH 34 DEGREES 56 MINUTES 25 SECONDS EAST – 90.21 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 36 SECONDS EAST – 112.80 FEET;

THENCE SOUTH 36 DEGREES 47 MINUTES 51 SECONDS WEST – 295.66 FEET;

THENCE SOUTH 4 DEGREES 03 MINUTES 24 SECONDS EAST – 92.44 FEET; THENCE SOUTH 42 DEGREES 12 MINUTES 10 SECONDS EAST – 62.36 FEET;

THENCE SOUTH 55 DEGREES 29 MINUTES 25 SECONDS WEST – 85.04 FEET;

THENCE NORTH 51 DEGREES 06 MINUTES 19 SECONDS WEST – 134.83 FEET;

THENCE NORTH 13 DEGREES 16 MINUTES 15 SECONDS EAST – 122.89 FEET; THENCE NORTH 10 DEGREES 14 MINUTES 22 SECONDS EAST – 35.24 FEET; THENCE NORTH 10 DEGREES 40 MINUTES 39 SECONDS EAST – 113.14 FEET; THENCE NORTH 9 DEGREES 59 MINUTES 02 SECONDS EAST – 120.75 FEET; THENCE NORTH 10 DEGREES 32 MINUTS 49 SECONDS EAST – 44.69 FEET; THENCE NORTH 36 DEGREES 09 MINUTES 49 SECONDS EAST – 128.89 FEET TO THE POINT OF BEGINNING.

INCLUDES A TOTAL OF 86,716.8 SQFT (1.99 AC).

TRACT 2 (PARCEL 3.00) LEGAL DESCRIPTION

BEGINNING at the northwest corner of Map 99I, Group D, Parcel 3.00 at the northeast corner of said tract on the Southwest side of Cemetery Ave.;

THENCE RUNNING SOUTH 33 DEGREES 02 MINUTES 36 SECONDS EAST – 115.65 FEET;

THENCE SOUTH 54 DEGREES 44 MINUTES 10 SECONDS WEST- 67.13 FEET; THENCE SOUTH 45 DEGREES 59 MINUTES 10 SECONDS WEST – 46.27 FEET; THENCE SOUTH 12 DEGREES 07 MINUTES 16 SECONDS WEST – 45.96 FEET;

THENCE SOUTH 39 DEGREES 52 MINUTES 44 SECONDS EAST – 13.77 FEET;

THENCE SOUTH 53 DEGREES 52 MINUTES 44 SECONDS WEST – 102.35 FEET; THENCE SOUTH 53 DEGREES 52 MINUTES 44 SECONDS WEST – 76.80 FEET;

THENCE NORTH 4 DEGREES 03 MINUTES 24 SECONDS WEST – 92.44 FEET;

THENCE NORTH 36 DEGREES 47 MINUTES 51 SECONDS EAST – 295.66 FEET TO THE POINT OF BEGINNING.

INCLUDES A TOTAL OF 29,129.7 SQFT (0.67 AC).

TRACT 3 (PARCEL 7.01) LEGAL DESCRIPTION

BEGINNING at the southeast corner of Map 99I, Group D, Parcel 7.01 at the POB;

THENCE SOUTH 50 DEGREES 48 MINUTES 54 SECONDS WEST – 108.92 FEET;

THENCE NORTH 38 DEGREES 28 MINUTES 38 SECONDS WEST – 44.38 FEET;

THENCE NORTH 45 DEGREES 59 MINUTES 10 SECONDS EAST – 46.27 FEET; THENCE NORTH 54 DEGREES 44 MINUTES 10 SECONDS EAST – 67.13 FEET

THENCE SOUTH 33 DEGREES 02 MINUTES 36 SECONDS EAST – 43.94 FEET TO THE POINT OF BEGINNING (POB).

INCLUDES A TOTAL OF 5,124.9 SQFT (0.12 AC).

TRACT 4 (PARCEL 7.02) LEGAL DESCRIPTION

BEGINNING at the southeast corner of Map 99I, Group D, Parcel 7.02 at the POB;

THENCE SOUTH 49 DEGREES 22 MINUTES 33 SECONDS WEST – 35.13 FEET;

THENCE NORTH 39 DEGREES 52 MINUTES 44 SECONDS WEST – 65.89 FEET; THENCE NORTH 39 DEGREES 52 MINUTES 44 SECONDS WEST – 13.77 FEET;

THENCE NORTH 12 DEGREES 07 MINUTES 16 SECONDS EAST – 45.96 FEET;

THENCE SOUTH 38 DEGREES 28 MINUTES 38 SECONDS EAST – 44.38 FEET; THENCE SOUTH 39 DEGREES 52 MINUTES 44 SECONDS EAST – 63.12 FEET TO THE POINT OF BEGINNING.

INCLUDES A TOTAL OF 3,295.9 SQFT (0.08 AC).

TRACT 5 (PARCEL 7.04) LEGAL DESCRIPTION

BEGINNING at the northeast corner of Map 99I, Group D, Parcel 7.04 at the POB;

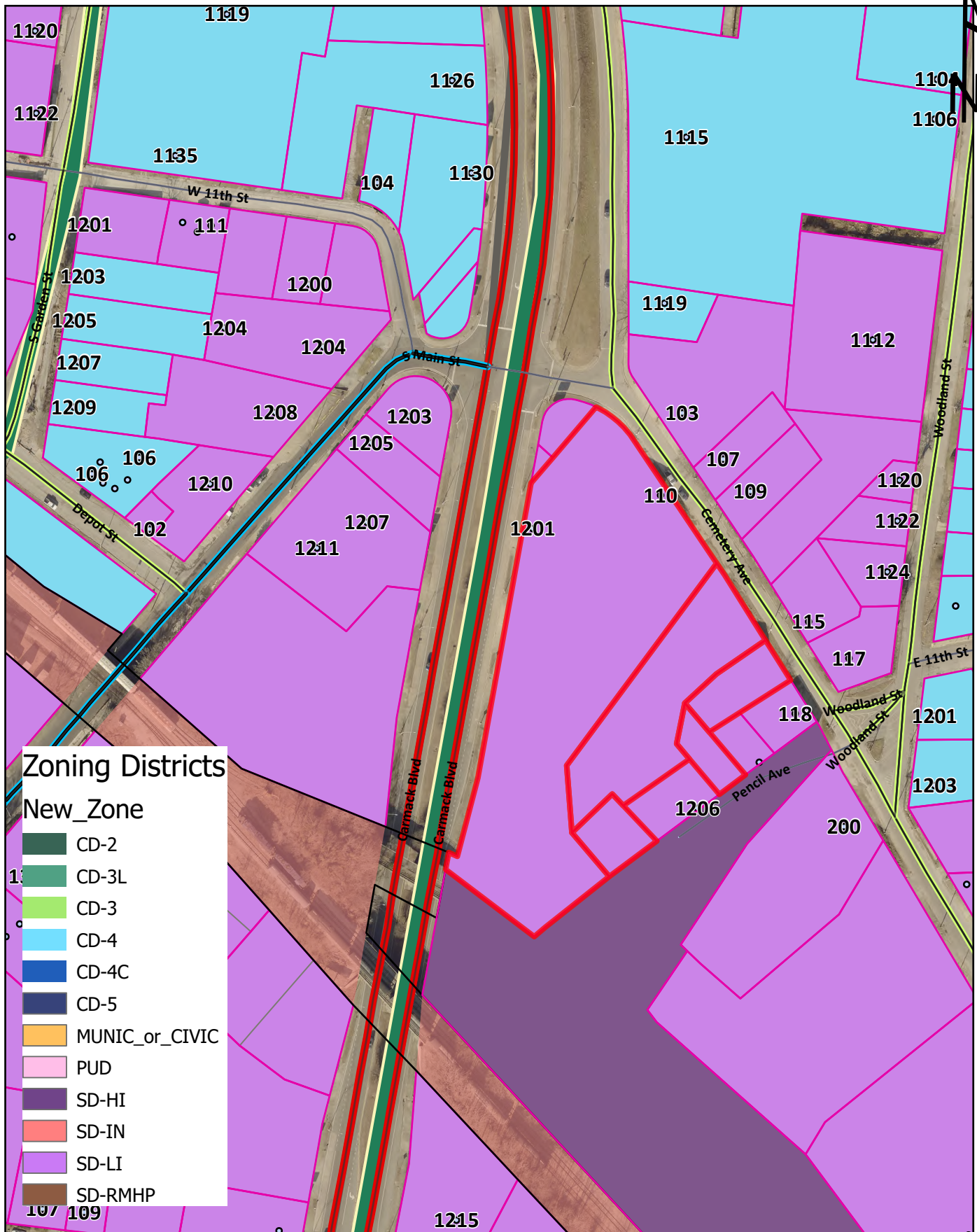
THENCE SOUTH 44 DEGREES 48 MINUTES 39 SECONDS EAST – 65.01 FEET;

THENCE SOUTH 55 DEGREES 29 MINUTES 25 SECONDS WEST – 80.04 FEET;

THENCE NORTH 42 DEGREES 12 MINUTES 10 SECONDS WEST – 62.36 FEET;

THENCE NORTH 53 DEGREES 52 MINUTES 44 SECONDS EAST – 76.80 FEET TO THE POINT OF BEGINNING.

INCLUDES A TOTAL OF 4,941.1 SQFT (0.11 AC).



1201 Carmack

Project #:	24-0318	Location:	Map 99 D Parcels 3,7,7.01,7.02,7.04
Applicant:	Cole Newton	Case Type(s):	Rezoning
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	Mixed-Use

PROJECT SUMMARY

The applicant requests to rezone a 2.97-acre property bounded by Carmack Boulevard and Cemetery Avenue to CD-5 (Urban Center Character District). The property is currently zoned SD-LI (Special District Light Industrial).

- The requested zoning is consistent with the City Center Urban Village (CCUV) future land use classification in Connect Columbia.
- The property is located at the juncture between the CHADS (Commerce History & Arts Districts) and the South Corridor special planning areas. See planning staff commentary about the significance of the location.
- The applicant has provided a concept plan depicting development of the property as a mixed-use retail center with multiple building sites, structured parking, and an internal courtyard.
- 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; City Council is the decision-making authority.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.



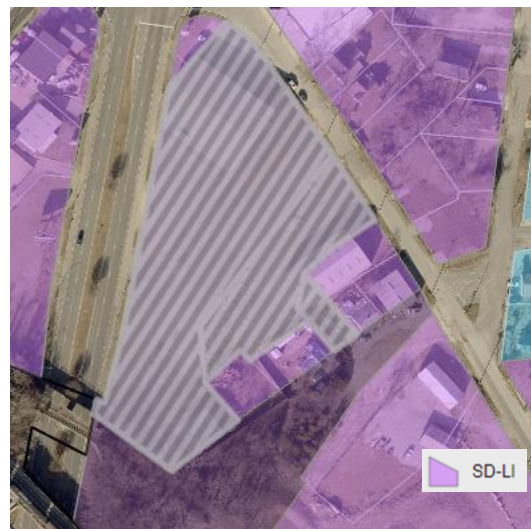
SITE INFORMATION

CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
SD-LI	Vacant	Vacant Warehouse	+/- 2.97 acre



FUTURE LAND USE MAP

ZONING MAP



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	CCUV	SD-LI	Vacant
North	CCUV	SD-LI	Light Industrial/Single Family
South	CCUV	SD-LI	Light Industrial
East	CCUV	SD-LI/CD-4	Light Industrial/Single Family
West	CCUV	SD-LI	Light Industrial

CONSISTENCY WITH CONNECT COLUMBIA

City Center Urban Village: The requested rezoning is consistent with the future land use map. The future land use of most of the subject site is CUV. The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points (Connect Columbia, p. 35). It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community. The future land use classification is implemented by the CD-4 and CD-5 character districts, as well as CV and PUDs. In some cases, the Planning Commission may determine that CD-3 and CD-4C are also appropriate implementing zones.

Character & Intent

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community.

Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents' daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes.

Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.



Land Use Considerations

Primary uses include government, civic uses, parks, religious facilities, offices, retail, and all forms of medium-density housing. Secondary land uses include utility facilities, institutional uses, low-density housing, and neighborhood retail. New industrial and warehouse uses are inappropriate.

Form & Pattern

The CUV includes established and infill neighborhoods at medium to high densities organized along a well-connected transportation network. Infill development supports and extends the formation of blocks and eliminates gaps in the built environment. The CUV future land use is distinguished from Suburban Neighborhoods (SN) by the unambiguous prominence of public frontages. A high density of streets and thoroughfares with complete public frontages extends the public sphere outward from civic and commercial spaces. Implementing bulk and design standards clearly delineate the public and private realms through the application of layers and front-to-back discipline of lots. Bulk and design standards are occasionally modified to accommodate historic preservation, artistic innovation, redevelopment, and other place-based policies of the City. New development should accompany concurrent extension of complete urban services in places where they do not already exist. Parking is provided on an area-wide basis as a utility supplemented by private land users.

Implementing Districts

Neighborhood CD-3 (Only where compatible with established pattern)
General Urban CD-4
Urban Center CD-5
General Urban-Corridor CD-4C (only along Arterial roadways)
Urban Center - Corridor CD-5C (only along Arterial roadways)*
Mixed Use PUD-MU
Civic CV

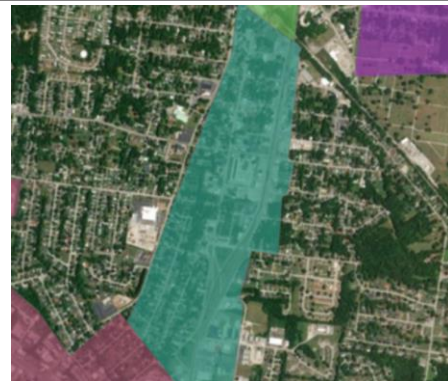
Implementing Standards

General Development Pattern: Mixed Uses & Isolated Uses
Density (density units per acre): ≥ 12 du/ac
Building Height: 1-5 stories
Open Space Elements: Civic Spaces, Parks & Greenways



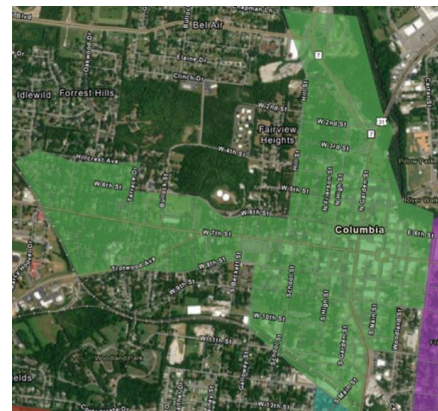
SOUTH CORRIDOR

The intent of South Corridor special area is to enhance the existing Carmack Boulevard Corridor. As a primary southern gateway into Columbia, Carmack Blvd serves as an arterial roadway with uses that also serve adjacent nearby neighborhoods. The area also includes the properties around South Main Street and Highland Avenue (Connect Columbia p. 42).



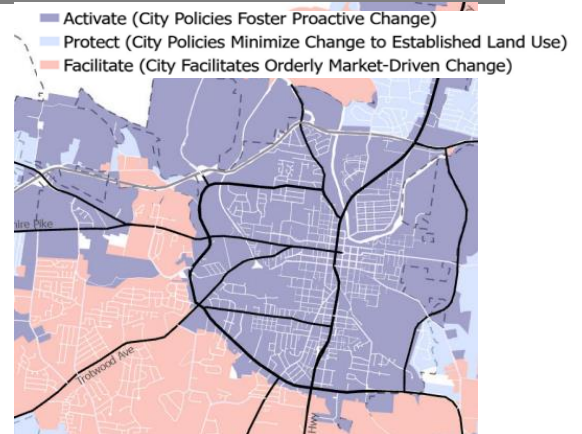
CHADS (COMMERCE HISTORY & ARTS DISTRICTS)

The intent of this special area is to recognize the existing regulatory and planning designations in the historic core of the city. The overlapping and interconnected designations of Downtown, the Arts District, the five historic districts, and the emerging North Hill shopping area calls for context-sensitive planning efforts which balance competing interests and leverage the Columbia's district sense of place. The goals and objectives of any associated master plans should include 1) protecting the historic character of Columbia; 2) foster entrepreneurship and create space for local business of all sizes; and 3) create the most remarkable built-environment in Middle Tennessee. (Connect Columbia p. 43).



AREA OF CHANGE

Connect Columbia established the areas of change policy designation for the subject site as *activate*. The designation includes areas where significant and beneficial change is occurring or is desired. These areas are the focus of proactive City policies to bring the community's values to fruition. Public investment and increased coordination with the private sector will achieve transformational changes envisioned by the community (Connect Columbia p. 32).



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”). 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.

- **The concept demonstrates that it is possible to develop the site in conformity with the bulk and design standard of the Ordinance at Table 4.3.1-F.**
 - The plan depicts development of the property in three building sites.
 - The buildings range in size from 5,200 square feet and 17,800 square feet.
 - Each building site on the concept plan is shown as a three-story mixed-use building. Illustrative material provided by the applicant shows facades with active shopfronts and ground-level retail.
 - The plan also depicts a two-story parking garage.
- Development of the property will require a detailed site development plan which will inevitably differ from the concept plan. At the building permit stage, Planning staff will review facades for compliance with the CD-5 design standards. However, the concept plan does demonstrate that it is possible to develop the site in conformity with the standards for the requested character district.
- Access points may require modification to the concept plan.
- If the rezoning is successful and the site develops, Planning staff will perform zoning compliance review to determine conformity with the standards of the Ordinance.

REVIEW PROCESS

The Development Review Committee evaluated the proposed rezoning at its August 2024 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. The City Council is the decision-making authority.

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];*
- 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 July 2024 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 asked the applicant to clarify whether the access shown as Pencil Avenue is a public right-of-way. It appears to be private property on city maps. In anyevent, the access point is not necessary for the site to develop.
- The **Fire Marshal** and **CPWS** noted that development at the intensity shown on the concept plan would require installation of a 10-inch water main at the developer's expense. The applicant acknowledged this requirement and pointed out that the requested character district permits development at a lower intensity which would not require the upgrade.

COMMENTARY FROM PROFESSIONAL PLANNING STAFF

The requested CD-5 zoning is consistent with Connect Columbia. As discussed above, the subject site's future land use classification is City Center Urban Village (CCUV). The requested CD-5 (Urban Center Character District) zoning implements the future land use. The Area of Change Policy for the property is *activate*, indicating that the city encourages beneficial changes to the land use pattern in the area. The property is also located at the juncture between the CHADS (Commerce History & Arts Districts) and the South Corridor special planning areas. The CHADS planning area includes the Columbia Arts District, several historic districts, downtown, and emerging linkages between those areas. Development of this property at the intensity and character permitted in CD-5 could provide a critical link between these areas and serve as a catalyst for other private investment in furtherance of the objectives stated in Connect Columbia.

SAMPLE MOTIONS

Recommend to 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*].

Recommend to 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.

REZONING / CONCEPT PLAN
FOR
SHAPARD PROPERTY

1201 CARMACK BLVD.
COLUMBIA, TN 38401

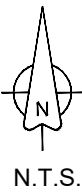
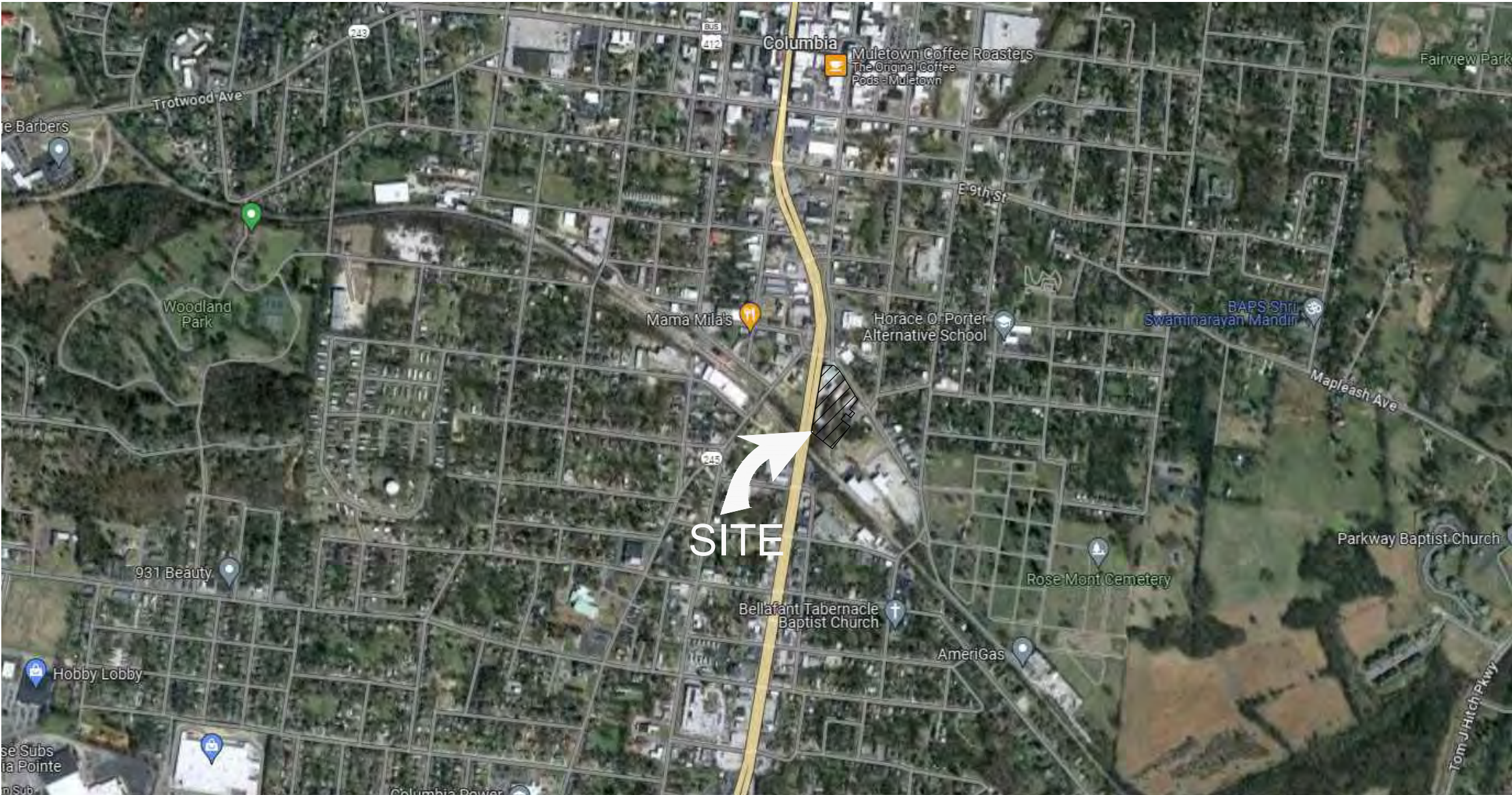
Property Information:
Developer: Burchell Properties LLC
Columbia, Tennessee 38401
Map 99D, Parcel Numbers 7.00, 7.01, 7.02, 7.04, & 3.00

Civil Engineer:
TKC ARCHITECTURE AND ENGINEERING LLC
Cole Newton, PE, LEED AP
cole@tkc-ae.com
615.617.7477
www.tkc-ae.com

Surveyor:
CARROLL LAND SURVEYING
Kenneth Carroll
csurvey@bellsouth.net
931.796.1654

Topographic Boundary Survey, including property lines, legal description, existing utilities, site topography with spot elevations, outstanding physical features and existing structure locations was provided by the OWNER / CARROLL LAND SURVEYING. TKC ARCHITECTURE AND ENGINEERING LLC and its associates will not be held responsible for its accuracy or for design errors or emissions resulting from potential survey inaccuracies.

Contractor to contact civil engineer with any discrepancies with these drawings and actual field conditions.



LOCATION MAP

SITE DATA	
ACREAGE:	2.97 AC
EXISTING ZONING:	SD-LI (LIGHT INDUSTRIAL SPECIAL DISTRICT)
PROPOSED ZONING:	CD-5 (URBAN CENTER)
EXISTING USE:	EXISTING BUILDING, GRASS, AND IMPERVIOUS AREAS
PROPOSED:	35,810 SQ FT OF MIXED USE BUILDINGS WITH 2-STORY PARKING GARAGE
SETBACKS:	
FRONT	0' AT CORNERS; 0' MIN., 15' MAX ELSEWHERE
SIDE	0' AT CORNERS; 0' MIN., 15' MAX ELSEWHERE
REAR	NOT REQUIRED
BUILDING HEIGHT:	2 STORY MIN.; 5 STORIES MAX.
LOT/BUILDING SITE WIDTH:	18 FT MIN.; 120 FT MAX.
PARKING REQUIRED:	1 PER 2,000 SQ FT OF USABLE FLOOR SPACE (60 SPACES)
PROPOSED:	165 SPACES (7 ADA SPACES)
PERCENT IMPERVIOUS:	62.9%

Sheet Schedule

- C-0.0
- Cover Sheet
- C-1.0
- Existing Conditions
- C-2.0
- Concept Plan
- C-2.1
- Preliminary Overall Utility Plan
- C-2.2
- Overall City Plan
- C-2.3
- Overall City Zoning Map

NOT FOR CONSTRUCTION

ARCHITECTURE
INTERIORS
CIVIL SITE

TKC
808 SOUTH MAIN STREET, COLUMBIA, TN 38401 | 615.617.7477 | WWW.TKC-AE.COM

CONSULTANTS:

PROJECT TITLE:
SHAPARD PROPERTY
REZONING

1201 CARMACK BLVD.
COLUMBIA, TN 38401
PORTION OF MAP 99D PARCELS 7.00, 3.00, 7.01, 7.02, & 7.04

PRELIMINARY
DRAWINGS

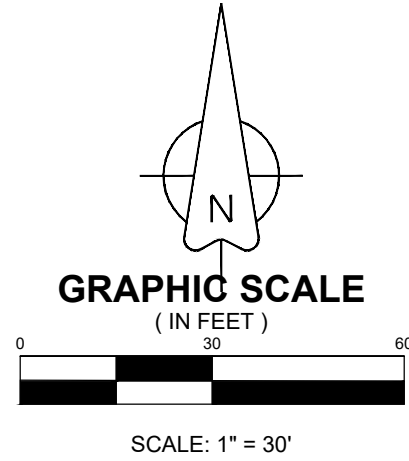
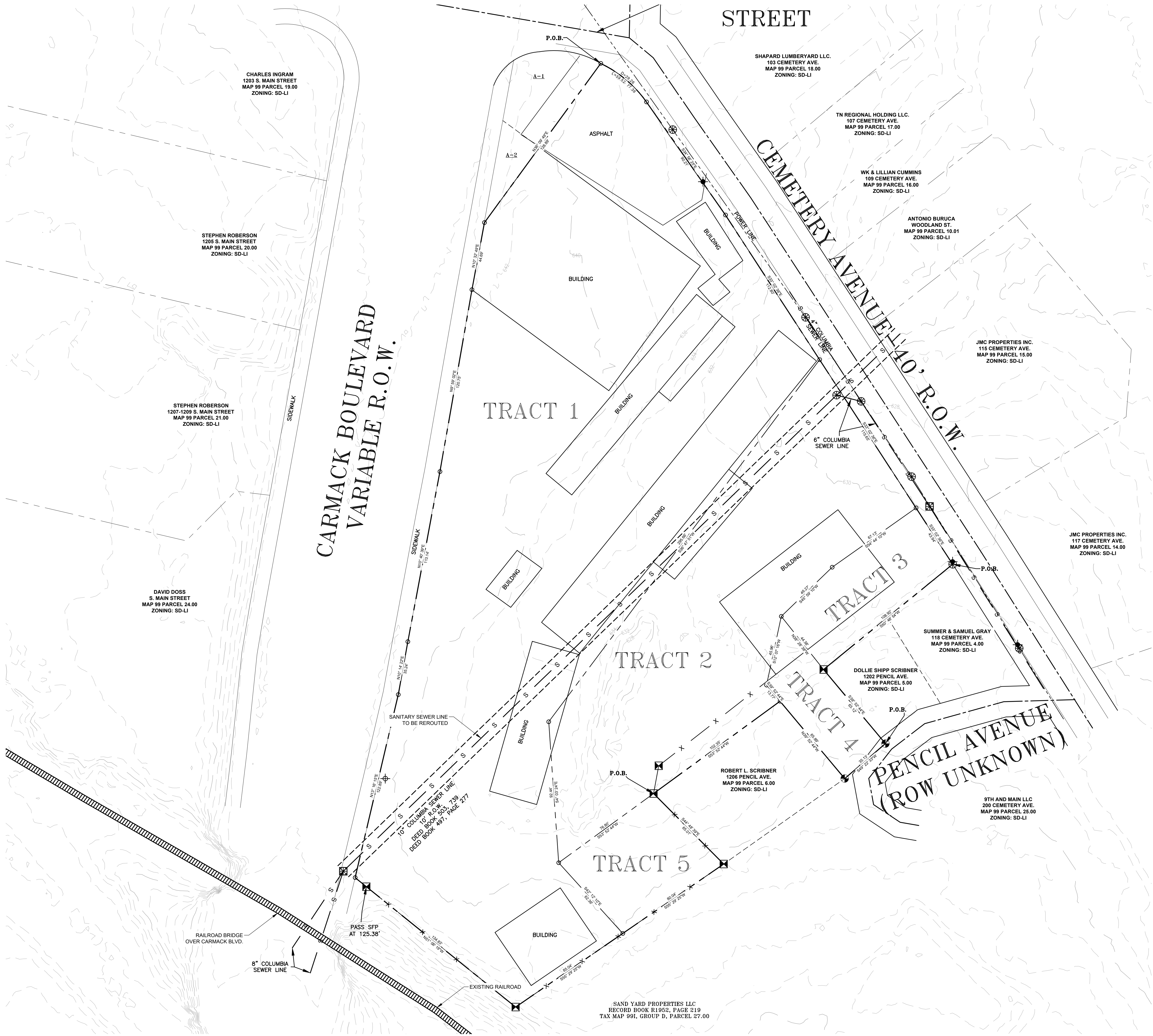
Revision		
No.	Date	Description

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SHEET TITLE:
COVER SHEET

Rezone
DATE: 12/7/2023
DRAWN BY: TKC
PROJECT NO.: 2352

SHEET NO.:
C - 0.0



- LEGEND
- PROPERTY LINE
 - - - EXISTING MAJOR CONTOUR
 - - - EXISTING MINOR CONTOUR

PROPERTY OWNER:
BURCHELL PROPERTIES LLC.
1201 CARMACK BLVD.
COLUMBIA, TN 38041
MAP 99I, GROUP D PARCELS 7.00, 3.00, 7.01, 7.02, & 7.04
CURRENT ZONING - SD-LI
PROPOSED ZONING - CD-5

PROJECT TITLE:
**SHAPARD PROPERTY
REZONING**

**PRELIMINARY
DRAWINGS**

Revision		
No.	Date	Description

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SHEET TITLE:
EXISTING CONDITIONS

Rezone
DATE: 12/7/2023
DRAWN BY: TKC
PROJECT NO.: 2352

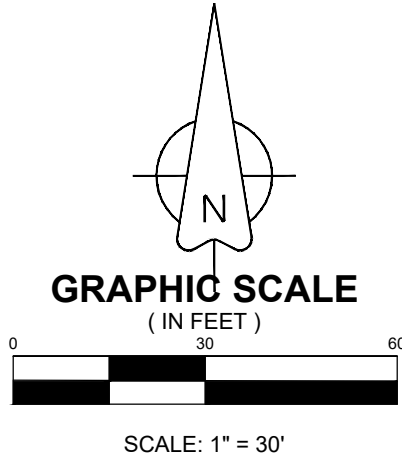
SHEET NO.:

C - 1.0

CONSULTANTS:

1201 CARMACK BLVD.
COLUMBIA, TN 38042
PORTION OF MAP 99I PARCELS 7.00, 3.00, 7.01, 7.02, & 7.04

NOT FOR CONSTRUCTION



- LEGEND
- PROPERTY LINE
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - BUILDING LOT LINE
 - ASPHALT PAVING
 - CONCRETE PAVING
 - GRASS AREA

SITE DATA	
ACREAGE:	2.97 AC
EXISTING ZONING:	SD-LI (LIGHT INDUSTRIAL SPECIAL DISTRICT)
PROPOSED ZONING:	CD-5 (URBAN CENTER)
EXISTING USE:	EXISTING BUILDING, GRASS, AND IMPERVIOUS AREAS
PROPOSED:	35,810 SQ FT OF MIXED USE BUILDINGS WITH 2-STORY PARKING GARAGE
SETBACKS:	0' AT CORNERS; 0' MIN., 15' MAX ELSEWHERE
FRONT	0' AT CORNERS; 0' MIN., 15' MAX ELSEWHERE
SIDE	NOT REQUIRED
REAR	
BUILDING HEIGHT:	2 STORY MIN.; 5 STORIES MAX.
LOT/BUILDING SITE WIDTH:	18 FT MIN.; 120 FT MAX.
PARKING REQUIRED:	1 PER 2,000 SQ FT OF USABLE FLOOR SPACE (60 SPACES)
PROPOSED:	165 SPACES (7 ADA SPACES)
PERCENT IMPERVIOUS:	82.9%
NOTES:	
1. UNDER 10 ACRES - NO CIVIC SPACE REQUIRED	
2. NO EXISTING TREE CANOPY	
3. OFF-STREET PARKING SURFACE SHALL BE ASPHALT OR CONCRETE.	

SHEPARD PROPERTY BUILDING OVERVIEW		
BUILDING NUMBER	SQUARE FEET	PROPOSED USE
1	4900	MIXED USE
2	2885	MIXED USE
3	2885	MIXED USE
4	3480	MIXED USE
5	3820	MIXED USE
6	4940	MIXED USE
7	6600	MIXED USE
8	6600	MIXED USE
TOTAL PROPOSED SQ. FT.		35,810 SQ. FT.

ARCHITECTURE
INTERIORS
CIVIL SITE

TKC

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CONSULTANTS:

PROJECT TITLE:
**SHAPARD PROPERTY
REZONING**

PRELIMINARY
DRAWINGS

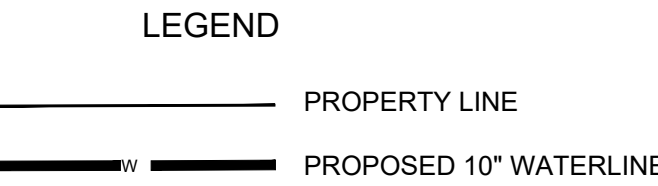
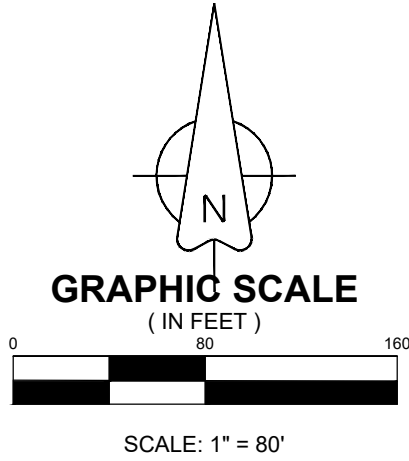
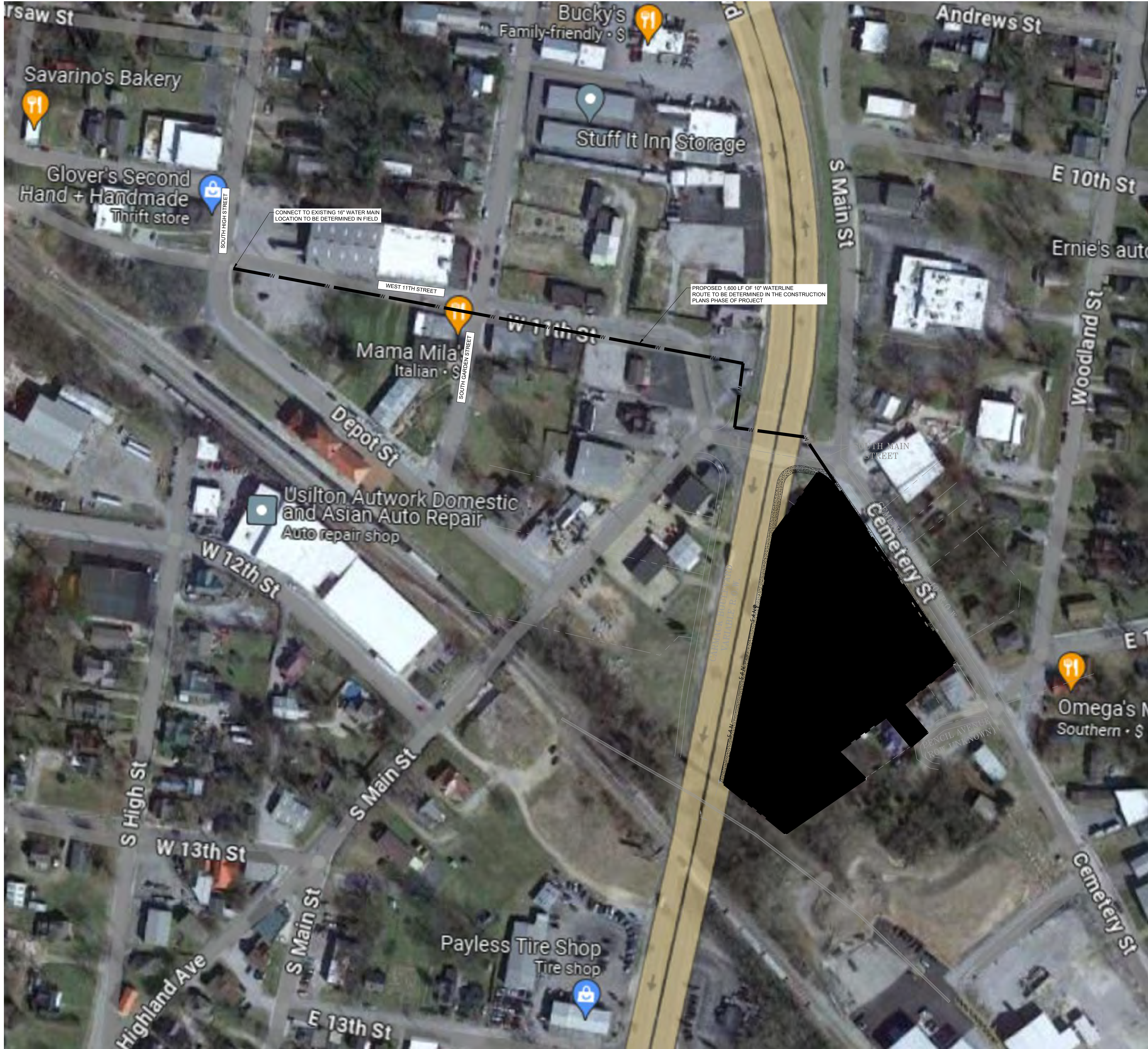
Revision		
No.	Date	Description

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SHEET TITLE:
CONCEPT PLAN

Rezone
DATE: 12/7/2023
DRAWN BY: TKC
PROJECT NO.: 2352

SHEET NO.:
C - 2.0



- NOTES:
1. LOCATION OF PROPOSED 10" WATERLINE IS PRELIMINARY. FURTHER INVESTIGATION NEEDED BEFORE FINAL SITE PLANS.
 2. EXACT LOCATION OF EXISTING 16" WATER LINE TO BE DETERMINED IN FIELD.

ARCHITECTURE
INTERIORS
CIVIL SITE

TKC
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CONSULTANTS:

PROJECT TITLE:
SHAPARD PROPERTY
REZONING

1201 CARMAKER BLVD
COLUMBIA, TN 38402
PORTION OF MAP 99: PARCELS 7.00, 3.00, 7.01, 7.02, & 7.04

PRELIMINARY
DRAWINGS

Revision		
No.	Date	Description

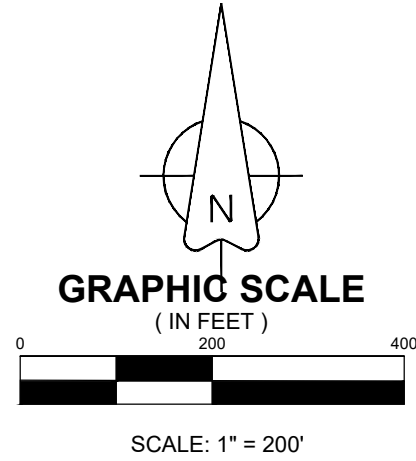
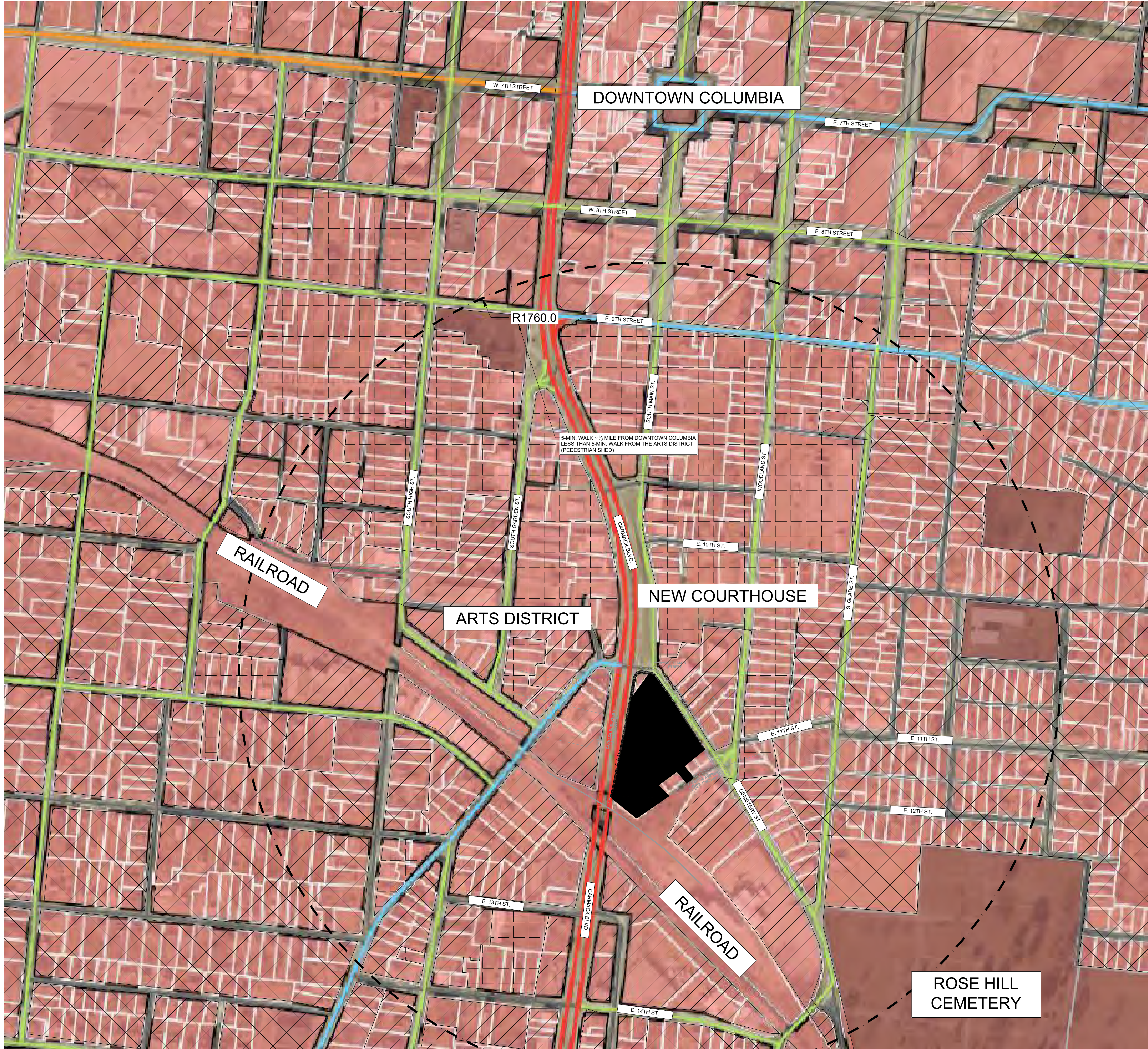
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SHEET TITLE:
PRELIMINARY
OVERALL UTILITY PLAN

Rezone
DATE: 12/7/2023
DRAWN BY: TKC
PROJECT NO.: 2352

SHEET NO.:
C - 2.1

NOT FOR CONSTRUCTION



LEGEND

- PROPERTY LINE
- SD-LI ZONING
- CD-5 ZONING
- CD-3 ZONING
- CD-4 ZONING
- CD-4C ZONING
- CIVIC AREAS
- PROJECT SITE AREA

ARCHITECTURE
INTERIORS
CIVIL SITE

TKC

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CONSULTANTS:

PROJECT TITLE:
SHAPARD PROPERTY
REZONING

1201 CARMAK'S BLVD.
COLUMBIA, TN 38402
PORTION OF MAP 99: PARCELS 7.00, 3.00, 7.01, 7.02, & 7.04

PRELIMINARY
DRAWINGS

Revision		
No.	Date	Description

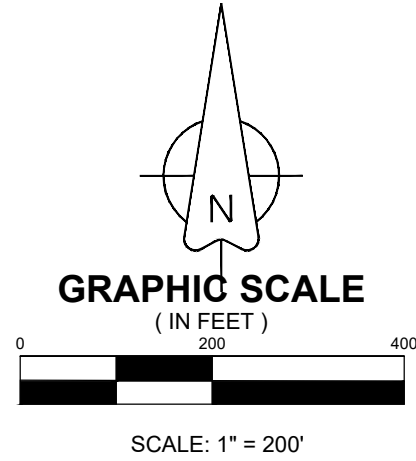
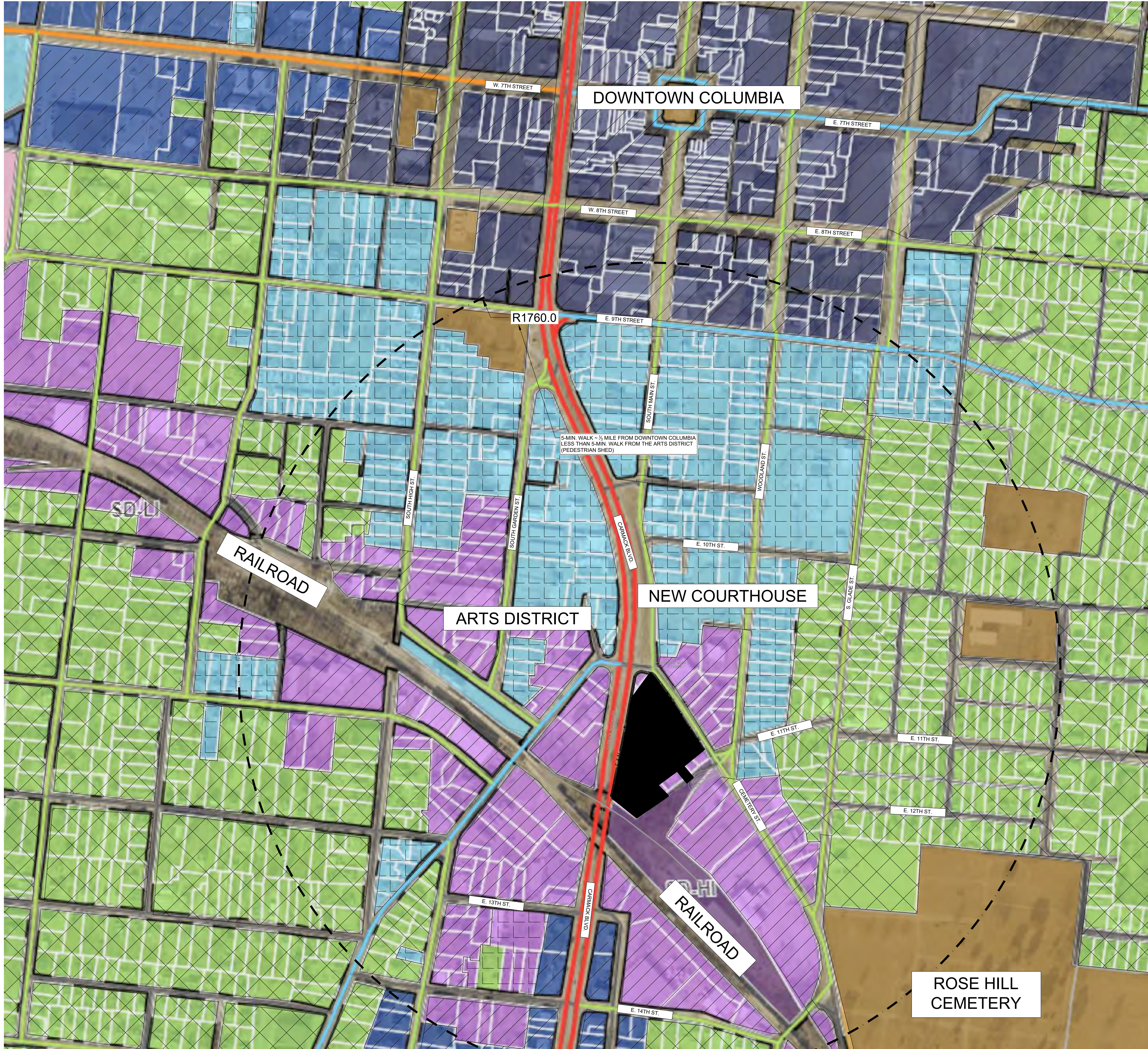
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SHEET TITLE:
OVERALL CITY PLAN

Rezone
DATE: 12/7/2023
DRAWN BY: TKC
PROJECT NO.: 2352

SHEET NO.:
C - 2.2

NOT FOR CONSTRUCTION



- LEGEND
- PROPERTY LINE
 - SD-LI ZONING
 - CD-5 ZONING
 - CD-3 ZONING
 - CD-4 ZONING
 - CD-4C ZONING
 - CIVIC AREAS
 - PROJECT SITE AREA

ARCHITECTURE
INTERIORS
CIVIL SITE

TKC

818 SOUTH MAIN STREET, COLUMBIA, TN 38401 | 615.477.2471 | WWW.TKC-AE.COM

CONSULTANTS:

PROJECT TITLE:
SHAPARD PROPERTY
REZONING

1201 CARMACK BLVD.
COLUMBIA, TN 38402
PORTION OF MAP 99: PARCELS 7.00, 3.00, 7.01, 7.02, & 7.04

PRELIMINARY
DRAWINGS

Revision		
No.	Date	Description

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SHEET TITLE:
OVERALL CITY ZONING
MAP

Rezone
DATE: 12/7/2023
DRAWN BY: TKC
PROJECT NO.: 2352

SHEET NO.:
C - 2.3

NOT FOR CONSTRUCTION



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Liz Bermudez, Executive Secretary, lbarmudez@columbiatn.gov 931.560.1510

AGENDA ITEM TITLE: 2ND CONSIDERATION OF ORDINANCE NO. 4531 - AN ORDINANCE TO ABANDON AN EASEMENT ON PROPERTY LOCATED ON N. JAMES CAMPBELL BLVD AND BEING TAX MAP 089 PARCELS 41.00 AND 41.13 AND REPLACING SUCH EASEMENT WITH A NEW DEFINED EASEMENT AND AUTHORIZING THE CONVEYANCE OF SUCH ABANDONED EASEMENT TO THE PROPERTY OWNERS

RECOMMENDATION: Approve Ordinance No. 4531 on second consideration.

INFORMATION: Property owners have requested the City abandon a blanket easement on N. James Campbell Boulevard. A new defined utility easement is attached. The old TVA blanket easement was granted to the City years ago.

ATTACHMENTS: Staff Report, Ordinance No. 4531, Exhibit A, Exhibit B.

**AN ORDINANCE TO ABANDON AN EASEMENT ON PROPERTY LOCATED
ON N. JAMES CAMPBELL BLVD AND BEING TAX MAP 089 PARCELS 41.00
AND 41.13 AND REPLACING SUCH EASEMENT WITH A NEW DEFINED
EASEMENT AND AUTHORIZING THE CONVEYANCE OF SUCH
ABANDONED EASEMENT TO THE PROPERTY OWNERS**

WHEREAS, the City of Columbia is the owner of a blanket easement on property which is located on James Campbell Boulevard and being Tax Map 089 Parcels 41.00 and 41.13 which property is owned by Columbia BLR Reality, LLC and Roger Witherow, Daniel Family Partnership, Kilgore White and White GP (hereinafter referred to as "Owners"); and

WHEREAS, said owners are developing such property and have requested the City of Columbia to abandon and terminate such prior blanket easement as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference and, in return, have agreed to replace such easement with an updated utility easement which is attached hereto as Exhibit "B" which is incorporated herein by reference.

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

Section 1: That the City of Columbia, Tennessee, does hereby abandon and terminate the blanket utility easement as described in the attached Exhibit "A".

Section 2: That the Mayor of the City of Columbia, Tennessee, is hereby authorized to execute and deliver a quitclaim deed conveying the City's easement rights in such property to Owners.

PASSED AND ADOPTED BY 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

o
Passed on 1st consideration: _____

Passed on 2nd consideration: _____

THIS INSTRUMENT PREPARED BY:
Bass, Berry & Sims PLC (MAS)
150 Third Avenue South, Suite 2800
Nashville, TN 37201

PARTIAL TERMINATION OF EASEMENT

WHEREAS, Southern Cities Power Co. and Laura Fly entered into an easement agreement, dated August 20, 1920, and recorded in Book 149, Page 365, in the Register's Office of Maury County, Tennessee (the "Easement"); and

WHEREAS, the Tennessee Valley Authority, as successor in interest to Southern Cities Power Co., and the United States of America transferred the Easement, which is identified as being a part of Tract CA-17, along with other property and property rights, to the City of Columbia, Tennessee by an unrecorded Bill of Sale and Quitclaim Deed, dated June 5, 1972. A copy of the aforementioned document is attached as Exhibit A hereto and incorporated herein; and

WHEREAS, the City of Columbia, Tennessee wishes to terminate the Easement solely as it relates to the property described on Exhibit B (the "Property").

NOW THEREFORE, from and after the date hereof, the City of Columbia, Tennessee hereby terminates the Easement solely as it relates to the Property and the Easement is no longer in effect solely as it relates to the Property.

[SIGNATURE PAGE FOLLOWS]

WITNESS this ____ day of _____, 2024.

CITY OF COLUMBIA, TENNESSEE

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE)
COUNTY OF MAURY)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, _____, with whom I am personally acquainted, and who acknowledged that __he executed the within instrument for the purposes therein contained, and who further acknowledged that __he is the/a(n) _____ of the City of Columbia, Tennessee and is authorized by the municipality to execute this instrument on behalf of the municipality.

WITNESS my hand, at office, this ____ day of _____, 2024.

Notary Public

My Commission Expires:

Exhibit A

Bill of Sale and Quitclaim Deed

(See Attached.)

Exhibit B

The Property

Parcel I:

A parcel of land located in Maury County, Tennessee, being more particularly described according to Survey dated December 17, 2020 by Allen B. O'Leary, TRLS No. 1987:

Beginning at an iron pipe found at the South East corner of the remaining portion of the White, Kilgore and White, G.P. property, said point lying on the North line of Rummage Properties, LLC as recorded in Deed Book R2215, Page 790 (TN State Plane N:470,248.8, E: 1,651,918.4); Thence severing the property of White, Kilgore and White, G.P. property, North 04 Degrees 16 Minutes 41 Seconds West a distance of 290.38 feet to an iron pin set at the South margin of the proposed Recovery Road; Thence with the same, North 04 Degrees 16 Minutes 41 Seconds West a distance of 50.00 feet to an iron pin set on the North margin of the proposed Recovery Road; Thence with the same, North 04 Degrees 16 Minutes 41 Seconds West a distance of 202.91 feet to an iron pin found with RLS No. 1941 cap; Thence with the East line of Tristar Maury Behavioral Healthcare, LLC property as recorded in Deed Book R2553, Page 371, North 00 Degrees 00 Minutes 16 Seconds West a distance of 221.28 feet to an iron pin set; Thence severing the property of White, Kilgore and White, G.P., North 85 Degrees 39 Minutes 33 Seconds East a distance of 1,123.38 feet to a PK nail found in the center of the rail road tracks; Thence with the center of the railroad tracks, South 32 Degrees 49 Minutes 53 Seconds East a distance of 287.60 feet to a PK nail found in the center of the rail road tracks; Thence with the same, South 36 Degrees 26 Minutes 04 Seconds East a distance of 853.01 feet to a PK nail found in the center of the rail road tracks; Thence leaving the railroad tracks and with the North line of Anne Heller Goodman, Lillian Heller Azar, David Heller, Robert Heller, and Daniel Z. Heller as recorded in Deed Book 1155, Page 632, South 70 Degrees 39 Minutes 02 Seconds West a distance of 32.54 feet to an iron pin found with RLS No. 596 cap; Thence with the same, South 71 Degrees 19 Minutes 39 Seconds West a distance of 282.00 feet to an iron pin found with no cap; Thence with the North line of Seventh Street Townhomes, LLC property as recorded in Deed Book R2461, Page 917, South 73 Degrees 42 Minutes 15 Seconds West a distance of 233.33 feet to an iron pin set with cap; Thence with the West line of Seventh Street Townhomes, LLC property, South 05 Degrees 49 Minutes 11 Seconds West a distance of 156.21 feet to a found angle iron; Thence with the North line of John and Jane Stephens as recorded in Deed Book R2279, Page 519, North 88 Degrees 40 Minutes 31 Seconds West a distance of 241.18 feet to a found angle iron; Thence with the same, North 00 Degrees 01 Minutes 10 Seconds West a distance of 23.54 feet to an iron pin found with RLS No. 596 cap; Thence with the same, South 88 Degrees 42 Minutes 39 Seconds West a distance of 48.40 feet to a found angle iron; Thence with the East line of Columbia Properties NO. 2, and FHS Williston, LP as recorded in Deed Book R1565, Page 432 and Deed Book R2344, Page 286 and shown as Lot 2D and 2C in Plat Book P11, Page 137, North 07 Degrees 00 Minutes 16 Seconds East a distance of 209.30 feet to an iron pin found; Thence with the North line of Columbia Properties No. 2, North 86 Degrees 23 Minutes 37 Seconds West a distance of 366.89 feet to an iron pin found; Thence with the North line of Rummage Properties, LLC as recorded in Deed Book R2215, Page 790, North 24 Degrees 36 Minutes 12 Seconds West a distance of 25.25 feet to an iron pin found; Thence with the same, North 89 Degrees 35 Minutes 18 Seconds West a distance of 172.14 feet to an iron pin found; Thence with the same, North 84 Degrees 50 Minutes 57 Seconds West a distance of 135.45 feet to an iron pin found; Thence with the same, North 83 Degrees 02 Minutes 56 Seconds West a distance of 112.37 feet to an iron pin found; Thence with the same, North 09 Degrees 00 Minutes 32 Seconds East a distance of 63.04 feet to an iron pin found; Thence with the same, North 78 Degrees 47 Minutes 44 Seconds West a distance of 158.12 feet, which is the point of beginning, having an area of 1,444,014.0 square feet, 33.15 acres.

Being the same property conveyed to [REDACTED] by deed from Columbia BLR Realty LLC, a Tennessee limited liability company of record in Book [REDACTED], Page [REDACTED], in the Register's Office for Maury County, Tennessee.

Parcel II:

A parcel of land located in Maury County, Tennessee, being more particularly described according to Survey dated April 12, 2023, as revised, by Allen B. O'Leary, TRLS No. 1987:

Beginning at a ½" iron pin found with RLS #1987 cap at the south east corner of Columbia Professional Centre Partners I, LLC, as recorded in Deed Book R2029, page 208, and shown on plat of record in Plat Book P18, page 41, (TN State Plane N:471,364.3, E:1,651,747.7);

Thence with Columbia Professional Centre Partners I, LLC, as recorded in Deed Book R2029, page 208, and shown on plat of record in Plat Book P18, page 41, NORTH 05°31'06" EAST a distance of 418.77' to an iron pin set;

Thence with the south line of Swarco Industries, LLC, as recorded in Deed Book R2458, page 794, SOUTH 84°34'43" EAST a distance of 470.34' to a ½" iron pin found;

Thence with the same, SOUTH 87°08'19" EAST a distance of 466.48' to metal fence post in a fence line; Thence with the same, NORTH 89°10'15" EAST a distance of 35.59' to a mag nail found in the west mainline of the railroad tracks;

Thence with the center of aforesaid tracks, SOUTH 18°50'00" EAST a distance of 469.26' to a mag nail found;

Thence with the same, SOUTH 27°12'08" EAST a distance of 194.40' to a mag nail found;

Thence leaving said railroad tracks and with the north line of Columbia BLR Realty, LLC, as recorded in Deed Book R2696, page 863, SOUTH 85°39'33" WEST a distance of 1,123.38' to a ½" iron pin found with RLS #1987 cap;

Thence with the east line of Tristar Maury Behavioral Healthcare, LLC, as recorded in Deed Book R2553, page 371, NORTH 00°00'16" WEST a distance of 265.07' an iron pin found;

Thence with the same and with a curve turning to the left with an arc length of 81.46', with a radius of 264.00', with a chord bearing of NORTH 70°48'36" WEST, with a chord length of 81.14', to an iron pin found with cap;

Thence with the same, NORTH 79°38'49" WEST a distance of 20.71' to a point;

Thence with the same, NORTH 79°38'57" WEST a distance of 40.69' to an iron pin found;

Thence crossing the terminus of Professional Center Drive, NORTH 07°52'32" EAST a distance of 50.14', which is the point of beginning, having an area of 732,747 square feet, 16.82 acres.

Being the same property conveyed to [REDACTED] by deed from Robert Witherow, Daniel Family Partnership, a Tennessee general partnership, and White, Kilgore and White, G.P., a Tennessee general partnership of record in Book [REDACTED], Page [REDACTED], in the Register's Office for Maury County, Tennessee.

THIS INSTRUMENT PREPARED BY:
Bass, Berry & Sims PLC (MAS)
150 Third Avenue South, Suite 2800
Nashville, TN 37201

UTILITY EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, on this ____ day of _____, 2024, _____ ("Grantor"), who is the owner of that certain real property of record in Book ____, Page ____ and Book ____, Page ____, in the Register's Office of Maury County, Tennessee, hereby grants and conveys unto the **CITY OF COLUMBIA, TENNESSEE for the benefit of the Board of Public Utilities for the City of Columbia, d/b/a Columbia Power & Water Systems** ("Grantee"), a permanent variable width utility easement in, under, along, through, over and above that certain portion of the Grantor's real property, as more particularly shown on Exhibit A ("Easement Area") for the purposes of ingress and egress, installation, construction, operation, maintenance, repair, replacement and inspection of electric utility lines by said Grantee.

PROVIDED, however, upon any damage to the property of Grantor by the Grantee or its agents, contractors, subcontractors or employees in the course of installation, construction, operation, maintenance, repair, replacement or inspection of electric utility lines, Grantee shall repair and restore the Grantor's property, at its sole expense, to a condition substantially the same as it was prior to the damage caused by Grantee or its agents, contractors, subcontractors or employees.

TO HAVE AND TO HOLD said easement unto Grantee, successors and assigns forever. Grantor covenants that Grantor is lawfully seized of said Easement Area in fee simple, has good right to convey said Easement Area. Grantor covenants further and binds itself and its successors and assigns, to warrant and defend title to said Easement Area to Grantee and its successors and assigns against the lawful claims of all persons whomsoever.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has executed and delivered this Agreement as of the day and year first above written.

GRANTOR:

By: _____
Name: _____
Title: _____

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, _____, with whom I am personally acquainted, and who acknowledged that __he executed the within instrument for the purposes therein contained, and who further acknowledged that __he is the/a(n) _____ of _____, a _____, and is authorized by the _____ to execute this instrument on behalf of the _____.

WITNESS my hand, at office, this _____ day of _____, 2024.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, Grantee has executed and delivered this Agreement as of the day and year first above written.

GRANTEE:

CITY OF COLUMBIA, TENNESSEE

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE)

COUNTY OF MAURY)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, _____, with whom I am personally acquainted, and who acknowledged that __he executed the within instrument for the purposes therein contained, and who further acknowledged that __he is the/a(n) _____ of the City of Columbia, Tennessee and is authorized by the municipality to execute this instrument on behalf of the municipality.

WITNESS my hand, at office, this ____ day of _____, 2024.

Notary Public

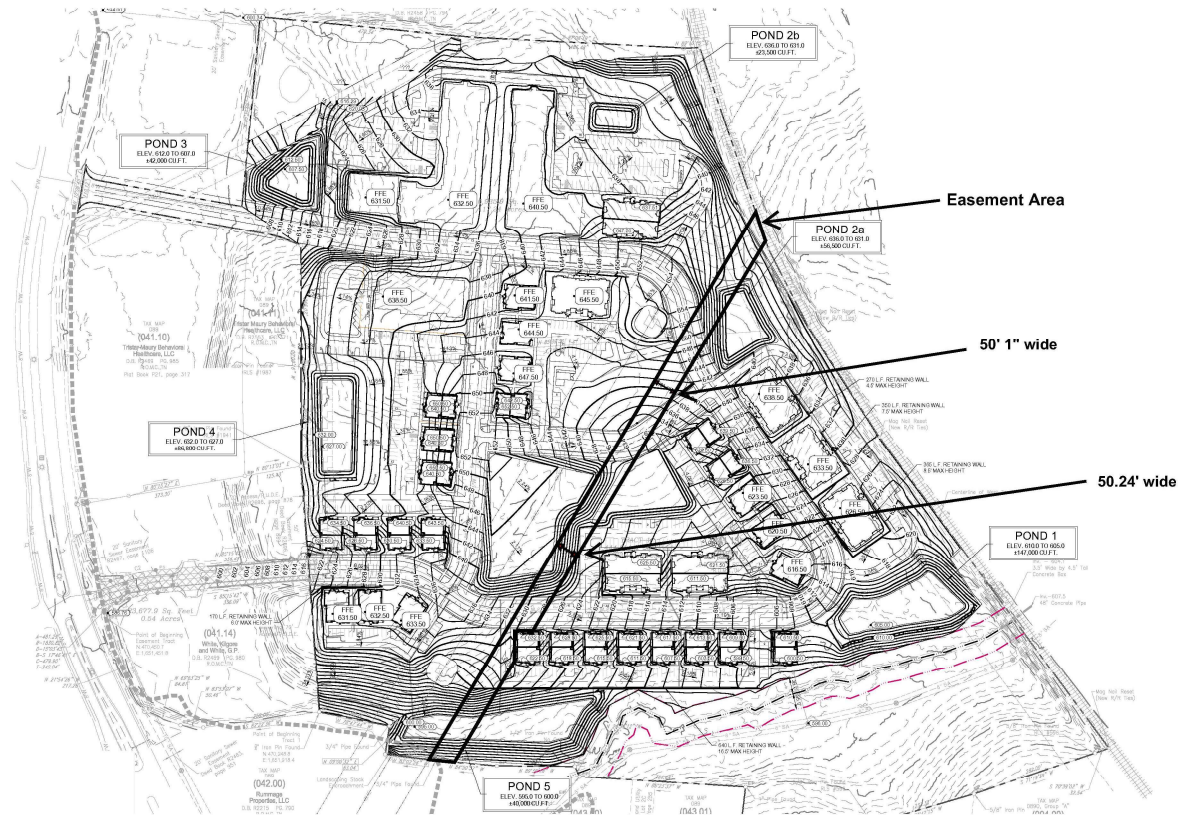
My Commission Expires:

Exhibit A

Easement Area

(See Attached.)

Exhibit A





CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4532 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2023 DELINQUENT PROPERTY TAXES

RECOMMENDATION: Approve Ordinance No. 4532 on first consideration

INFORMATION: Per the Municipal Code, and in accordance with past City policy, the City Council annually considers an ordinance to provide for the collection of delinquent property taxes. Following adoption of the ordinance, the City Recorder provides the County Attorney with a certified list of delinquent 2023 property taxes. Upon receipt of said list, the County Attorney initiates the appropriate process to file suit in the Chancery Court of Maury County for the collection of the delinquent property taxes.

AN ORDINANCE PROVIDING FOR THE COLLECTION OF
2023 DELINQUENT PROPERTY TAXES

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City Recorder is hereby directed at his earliest convenience to provide to the County Attorney a certified list of real property within the City of Columbia on which municipal taxes for the year 2023 are delinquent, said list to set forth a description of the property, the person or persons assessed, the assessed value thereof, and the taxes and penalties due thereon.

Section 2: That upon receipt of such list the County Attorney is directed to file suit in the Chancery Court for Maury County and proceed as provided by the Charter and the general law controlling delinquent taxes.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY
OF COLUMBIA, TENNESSEE, this the ____ day of _____, 2024.

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

TONY MASSEY, CITY MANAGER

Passed on 1st Consideration: _____
Passed on 2nd Consideration: _____

Ordinance No. 4532
Page 1 of 1 Page



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

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

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4533 – AN ORDINANCE PROVIDING FOR THE COLLECTION OF 2023 DELINQUENT SPECIAL ASSESSMENTS

RECOMMENDATION: Approve Ordinance No. 4533 on first consideration.

INFORMATION: Per the Municipal Code, and in accordance with past City policy, the City Council annually considers an ordinance to provide for the collection of delinquent special assessments. Following adoption of the ordinance, the City Recorder provides the County Attorney with a certified list of delinquent 2023 special assessments. Upon receipt of said list, the County Attorney initiates the appropriate process to file suit in the Chancery Court of Maury County for the collection of the delinquent special assessments.

AN ORDINANCE PROVIDING FOR THE COLLECTION OF
2023 DELINQUENT SPECIAL ASSESSMENTS

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City Recorder is hereby directed at his earliest convenience to provide to the County Attorney a certified list of real property within the City of Columbia on which special assessments for the year 2023 are delinquent, said list to set forth a description of the property, the person or persons assessed, the assessed value thereof, and the taxes and penalties due thereon.

Section 2: That upon receipt of such list the County Attorney is directed to file suit in the Chancery Court for Maury County and proceed as provided by the Charter and the general law controlling delinquent taxes.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY
OF COLUMBIA, TENNESSEE, this the ____ day of _____, 2024.

CHARLES (CHAZ) M. MOLDER – MAYOR

ATTEST:

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:



C. TIM TISHER, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

TONY MASSEY, CITY MANAGER

Passed on 1st Consideration: _____
Passed on 2nd Consideration: _____



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Thad Jablonski, Finance Director, tjablonski@columbiatn.gov, 931.560.1580

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4534 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 BUDGET ORDINANCE NO. 4503 PROVIDING FOR REVISIONS TO THE GENERAL AND CAPITAL PROJECTS FUNDS AND ESTABLISH THE DATE OF DECEMBER 12, 2024 AS THE DATE OF PUBLIC HEARING

RECOMMENDATION: Approve Ordinance No. 4534 on first consideration and establish the date of December 12, 2024 as the date of public hearing.

INFORMATION: The proposed ordinance is the second amendment to the FY 2025 Appropriation Ordinance, impacting the Capital Projects and General Funds.

Within this budget amendment, the following items are included:

- Rebudget/transfer \$95,558 from General to Capital Projects,
- Budget transfer/expenses for Cap Projects totaling \$95,558.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2025 by \$95,558 to \$203,731,221.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report, Ordinance No. 4534, Supporting Documentation, Expenditure Summary.

AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 BUDGET ORDINANCE
NO. 4503 PROVIDING FOR REVISIONS TO THE GENERAL AND CAPITAL
PROJECTS FUNDS

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That Ordinance No. 4503, as amended, the same being the
Appropriation Ordinance for the City of Columbia for the Fiscal Year July 1, 2024 through
June 30, 2025, be amended. That the total budget appropriation for the fiscal year be
increased from \$203,540,104 to \$203,731,221, an increase of \$191,117.

Section 2: That the budget appropriations shall be revised as follows:
General Government total of \$18,078,063 be amended to \$18,173,622, an increase of
\$95,558.

Capital Projects total of \$16,422,161 be amended to \$16,517,719, an increase of
\$95,558.

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 24th day of November, 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 DECEMBER, 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 #1
1st Consideration - November 14th (11/14/24)

General Government

Budget transfer to Capital Projects	\$	95,558.43
Total General Government	\$	95,558.43
TOTAL GENERAL FUND	\$	95,558.43

Capital Projects

Budget transfer/expenses from General Fund for Police cars	\$	37,578.00
Budget transfer/expenses from General Fund for Garage project	\$	42,350.00
Budget transfer/expenses from General Fund for Breezway repairs	\$	15,630.43
Total Capital Projects	\$	95,558.43

Total Increase - All Funds (First Consideration)	\$	191,116.86
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CITY OF COLUMBIA
FY 2025 APPROPRIATION AMENDMENT #2
First Consideration 11/14/24

1) Budget transfer to capital projects

Increase Revenues

11037110	\$	95,558.43	Prior Year Revenue
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Increase Expenditures

11041900-OC766	\$	95,558.43	General Govt - Transfer to Cap Proj
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2) Budget tranfer and expenses for Capital Projects

Increase Revenues

31137940	\$	95,558.43	Transfer From General Fund
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Increase Expenditures

31141850-OC936	\$	37,578.00	State Street Aid - Software Services
31141850-OC936	\$	42,350.00	State Street Aid - Other Services
31141900-OC932		15,630.43	State Street Aid - Other Services
	\$	95,558.43	Total

FY 2025 Budget Summary - AA#2

11/14/2024						
		SERVICES &		CAPITAL	DEBT	AA#2
Departments	PERSONNEL	SUPPLIES	TRANSFERS	OUTLAY	SERVICE	FY 2025
City Council	\$99,124	\$376,900	\$0	\$0	\$0	\$476,024
Legal Services	\$63,863	\$217,100	\$0	\$0	\$0	\$280,963
Management Info Systems	\$391,664	\$395,455	\$0	\$0	\$0	\$787,119
City Manager	\$540,785	\$301,888	\$0	\$0	\$0	\$842,673
Finance & City Recorder	\$1,139,889	\$60,398	\$0	\$0	\$0	\$1,200,287
Human Resources	\$302,056	\$33,988	\$0	\$0	\$0	\$336,044
General City Admin	\$1,646,479	\$6,217,785	\$10,309,357	\$0	\$0	\$18,173,622
Police	\$9,875,522	\$1,740,228	\$0	\$0	\$0	\$11,615,750
Fire	\$8,657,295	\$781,618	\$0	\$0	\$0	\$9,438,913
Streets & Maintenance	\$3,464,871	\$755,973	\$0	\$0	\$0	\$4,220,844
Development Services	\$2,239,950	\$427,020	\$0	\$0	\$0	\$2,666,970
Parks & Recreation	\$2,532,729	\$710,238	\$0	\$0	\$0	\$3,242,967
Total General Fund	\$30,954,227	\$12,018,591	\$10,309,357	\$0	\$0	\$53,282,175
State Street Aid Fund	\$0	\$2,107,885	\$0	\$209,271	\$0	\$2,317,156
N&V Chief's Fund	\$0	\$140,000	\$0	\$0	\$0	\$140,000
Street & Transportation Fund	\$0	\$80,000	\$0	\$0	\$0	\$80,000
Drug Fund	\$0	\$81,053	\$40,000	\$58,305	\$0	\$179,358
Solid Waste (Sanitation) Fund	\$1,925,173	\$2,383,346	\$76,063	\$0	\$0	\$4,384,582
Debt Service Fund	\$0	\$0	\$0	\$0	\$1,417,094	\$1,417,094
Capital Projects Fund	\$0	\$500,000	\$895,063	\$15,122,657	\$0	\$16,517,719
Grants Fund	\$533,736	\$1,205,115	\$0	\$9,900,201	\$0	\$11,639,053
Wastewater (Sewer) Fund	\$4,156,208	\$5,992,161	\$0	\$99,465,356	\$4,160,359	\$113,774,084
Grand Total	\$37,569,344	\$24,508,152	\$11,320,483	\$124,755,790	\$5,577,453	\$203,731,221



CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION

Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4535 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING THE HONEY FARM PUD MASTER PLAN AT TAX MAP 51 PARCEL 58.03 OFF HONEY FARM WAY AND LEAFCUTTER BEE ROAD - WARD 5.

RECOMMENDATION: Approve Ordinance No. 4535 on first consideration.

INFORMATION: The applicant is requesting to modify the PUD Master Plan for Honey Farm to allow a retail addition at the StorPlace site, which consists of three storage and one office building. This component will be with the office building. The Planning Commission reviewed the request and recommended approval by a vote of five to zero at the October 15, 2024 meeting.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report for Ordinance No. 4535, Ordinance No. 4535, Exhibit A, Exhibit B, Development Services Staff Report.

**AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING
THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY
AMENDING THE HONEY FARM PUD MASTER PLAN AT TAX MAP 51
PARCEL 58.03 IN HONEY FARM CROSSING LOCATED OFF HONEY FARM
WAY AND LEAFCUTTER BEE ROAD.**

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 amending the Honey Farm PUD Master Plan at Tax Map 51 Parcel 58.03 in Honey Farm Crossing located off Honey Farm Way and Leafcutter Bee Road.

Section 2: Said revised Planned Unit Development Master Plan is located in the Third Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia. The revised Honey Farm PUD Master Plan, which is attached hereto and incorporated herein by reference, is identified as Exhibit "A". The façade elevations for the PUD Master Plan, which are attached hereto and incorporated herein by reference, are identified as Exhibit "B".

Section 3 This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of approval, on the 15th day of October, 2024, and after a public hearing held on the 14th day of November, 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 findings:

- a. The proposed PUD Master Plan 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;

- 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 ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 12th day of December, 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: _____

HONEY FARM STORPLACE RETAIL ADDITION

NASHVILLE HWY (HWY 31)

COLUMBIA, TN 38401

PRELIMINARY PLANNED UNIT DEVELOPMENT REVISION

GENERAL INFORMATION

DEVELOPER

STORPLACE SELF STORAGE
109 MURPHY COURT
NASHVILLE, TN 37203-1005
Contact: J. EDMOND FREEMAN, JR.
Phone: 615-383-3111
Email: ed@storplace.com

CIVIL ENGINEER

Crunk Engineering LLC
7112 Crossroads Boulevard, Suite 201
Brentwood, TN 37027
Contact: Adam Crunk, PE
Phone: 615.873.1795
Email: adam@crunkeng.com



LOCATION MAP

NOT TO SCALE

Sheet List Table

Sheet Number	Sheet Title
C0.0	COVER
C1.0	EXISTING CONDITIONS
C2.0	DEMOLITION PLAN
C3.0	SITE LAYOUT PLAN
C4.0	GRADING PLAN
C5.0	UTILITY PLAN
E1.0	SITE PHOTOMETRIC PLAN
E1.1	EXTERIOR LIGHTING DETAIL

DEVIATION TABLE

CODE	DEVIATION	REASONING
ZONING ORDINANCE 6.3.B	PUBLIC FRONTAGE ELEMENTS	SIDEWALK, PLANTER, AND STREET LIGHTS ARE NOT BEING PROPOSED AT THIS TIME. PUBLIC SIDEWALK WOULD LEAD TO THE DEDICATED POND LOT, RESULTING IN A DEAD END SIDEWALK. THE EXISTING PUBLIC SIDEWALK LOCATED ON THE NORTH SIDE OF HONEY FARM WAY AND THE SIDEWALK ALONG LEAFCUTTER BEE ROAD SHALL BE UTILIZED FOR PEDESTRIAN ACCESS TO THE LOT.

CRUNK ENGINEERING LLC
7112 CROSSROADS BOULEVARD
SUITE 201
BRENTWOOD, TN 37027
(615) 873-1795
WWW.CRUNKENG.COM



HONEY FARM RETAIL

COLUMBIA, TN

REVISIONS

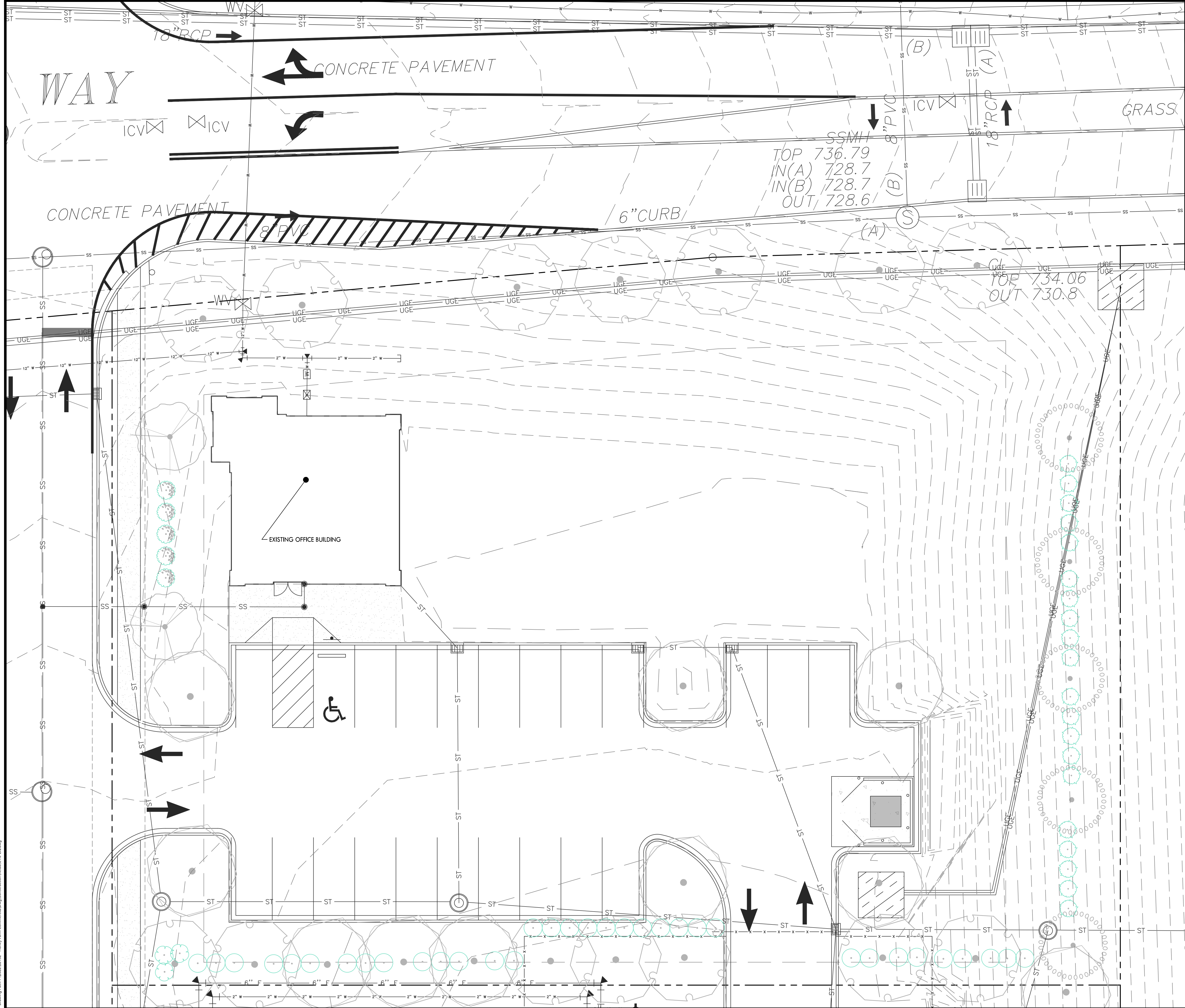
No.	DATE

09/16/2024

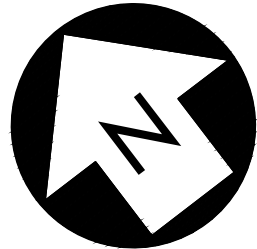
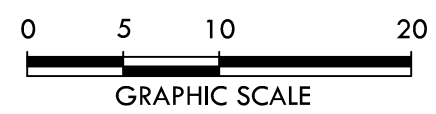
22132

C0.0

COVER



HONEY FARM STORPLACE LANDSCAPE PLANT SCHEDULE				
PLANT SCHEDULE				
SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
TREES				
	4	Cercis canadensis / Eastern Redbud	1.5" Cal.	B&B
	6	Cornus florida 'Cherokee Princess' / Cherokee Princess Dogwood	2" Cal.	B&B
	18	Fagus grandifolia / American Beech	2" Cal.	B&B
	29	Magnolia acuminata / Cucumber Tree Magnolia	2" Cal.	B&B
	23	Quercus nuttallii / Nuttall Oak	2" Cal.	B&B
SHRUBS				
	20	Ilex x 'Little Red' / Little Red Holly	3 gal.	Pot
	71	Lonicera chinensis rubrum / Purpleleaf Fringe Flower	3 gal.	Pot
	26	Myrica cerifera 'Doris Dwarf' / Doris Dwarf Wax Myrtle	3 gal.	Pot
	64	Prunus laurocerasus / English Laurel	3 gal.	Pot
	34	Rosa x 'Radtko' / Double Knock Out® Red Rose	3 gal.	Pot



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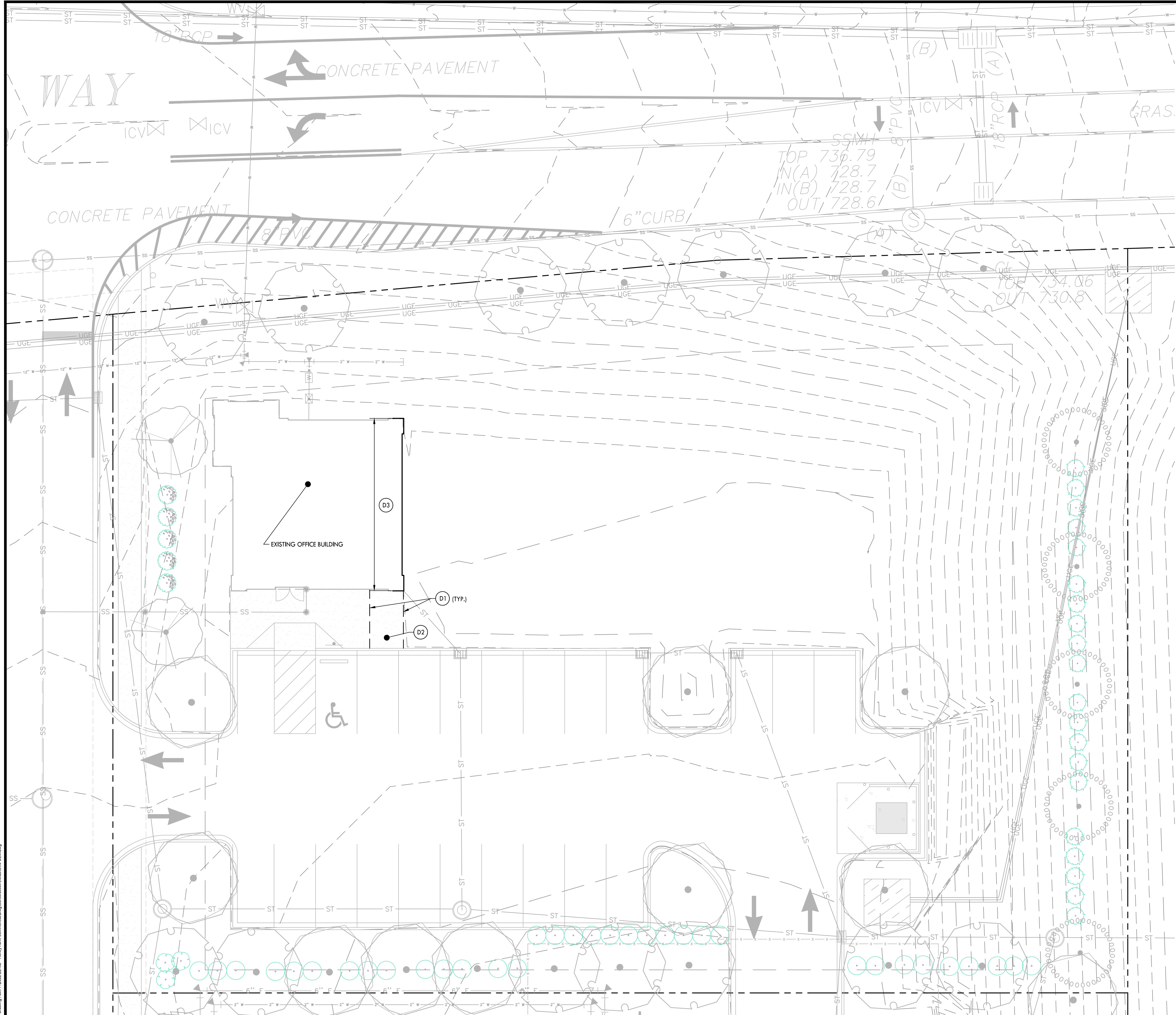
HONEY FARM RETAIL

COLUMBIA, TN

REVISIONS	No.	DATE

C1.0

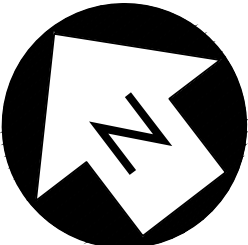
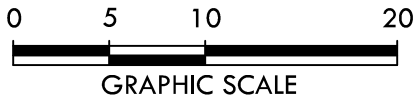
EXISTING CONDITIONS



DEMOLITION PLAN KEYNOTES	
CODE	DESCRIPTION
D1	SAWCUT EDGE OF PAVEMENT DEMOLITION
D2	SIDEWALK DEMOLITION
D3	EXISTING BUILDING WALL DEMOLITION

PROPOSED DEMOLITION
LEGEND

--- EDGE OF PAVEMENT REMOVAL



CRUNK ENGINEERING LLC
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HONEY FARM RETAIL

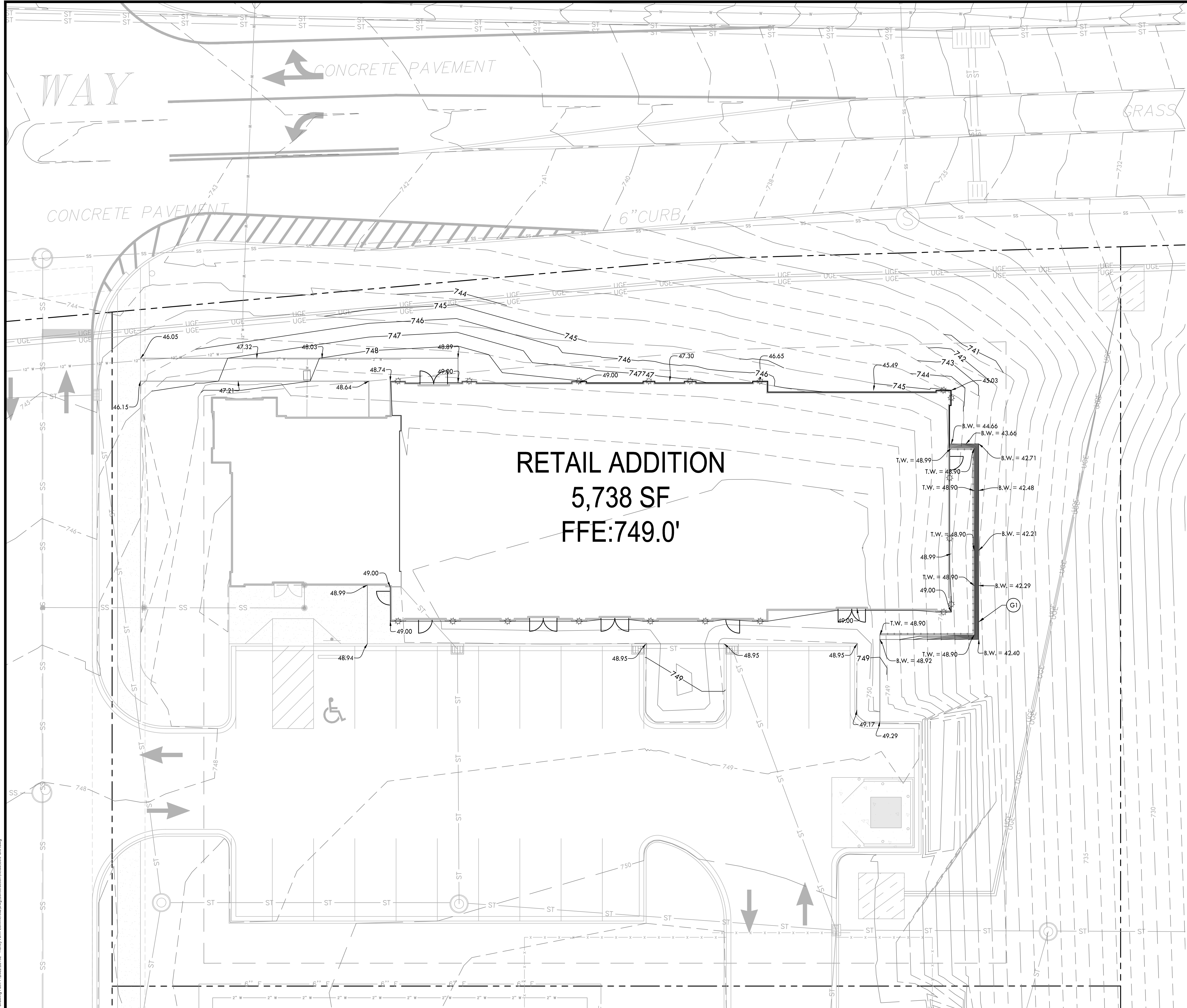
COLUMBIA, TN

REVISIONS	
No.	DATE

09/16/2024 22132

C2.0

DEMOLITION PLAN



GRADING PLAN KEYNOTES

CODE	DESCRIPTION
G1	RETAINING WALL

PROPOSED GRADING LEGEND

- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- EXISTING STORM PIPE
- EXISTING SINGLE CURB INLET
- EXISTING JUNCTION BOX

RETAIL ADDITION
5,738 SF
FFE:749.0'

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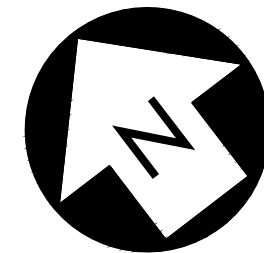
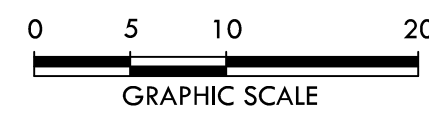


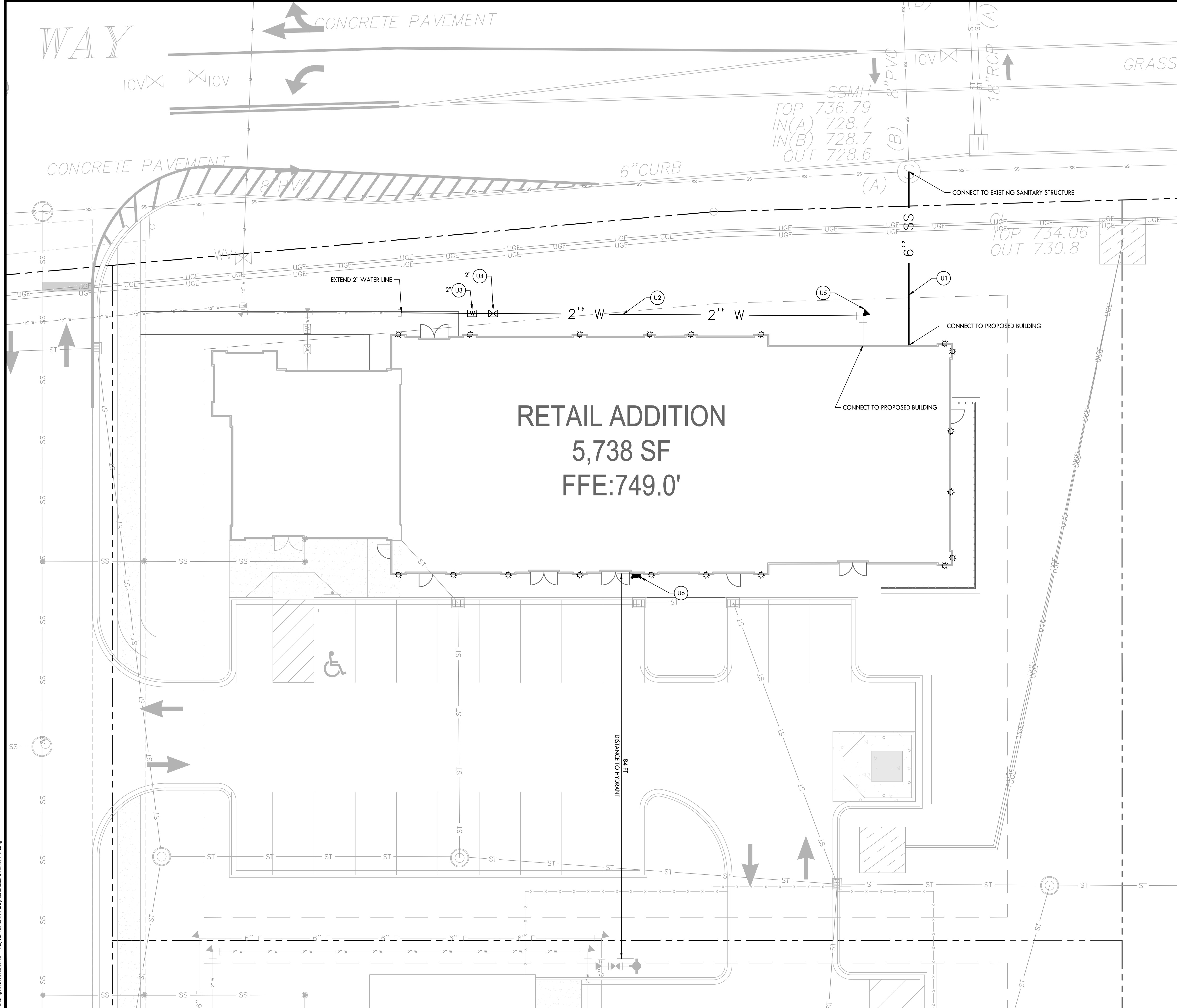
HONEY FARM RETAIL
COLUMBIA, TN

REVISIONS	No.	DATE

09/16/2024 22132

C4.0
GRADING PLAN

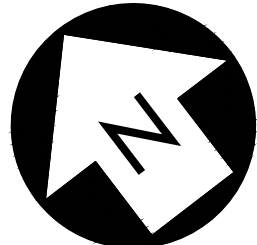
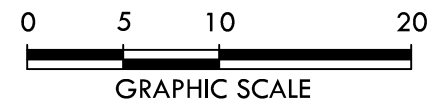
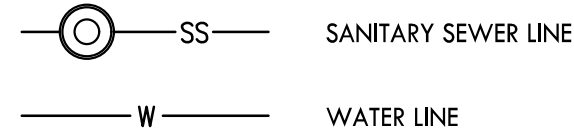




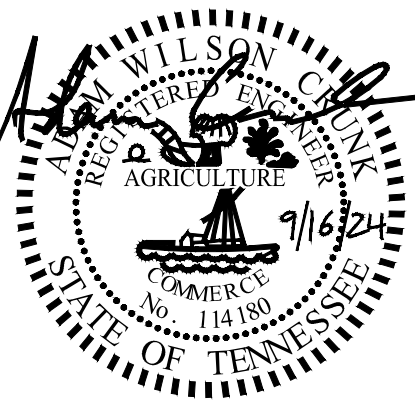
UTILITY PLAN KEYNOTES	
CODE	DESCRIPTION
(U1)	SANITARY SEWER SERVICE LINE - 6"
(U2)	WATER SERVICE LINE - 2"
(U3)	WATER METER
(U4)	REDUCE PRESSURE BACKFLOW PREVENTER
(U5)	THRUST BLOCK
(U6)	FIRE DEPARTMENT CONNECTION

NOTES:
1. BUILDER TO INSTALL CLEANOUTS AT BUILDING, PROPERTY LINE, AND EVERY 50 FEET.

PROPOSED UTILITY LEGEND



CRUNK ENGINEERING LLC
7112 CROSSROADS BOULEVARD
SUITE 201
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(615) 873-1795
WWW.CRUNKENG.COM

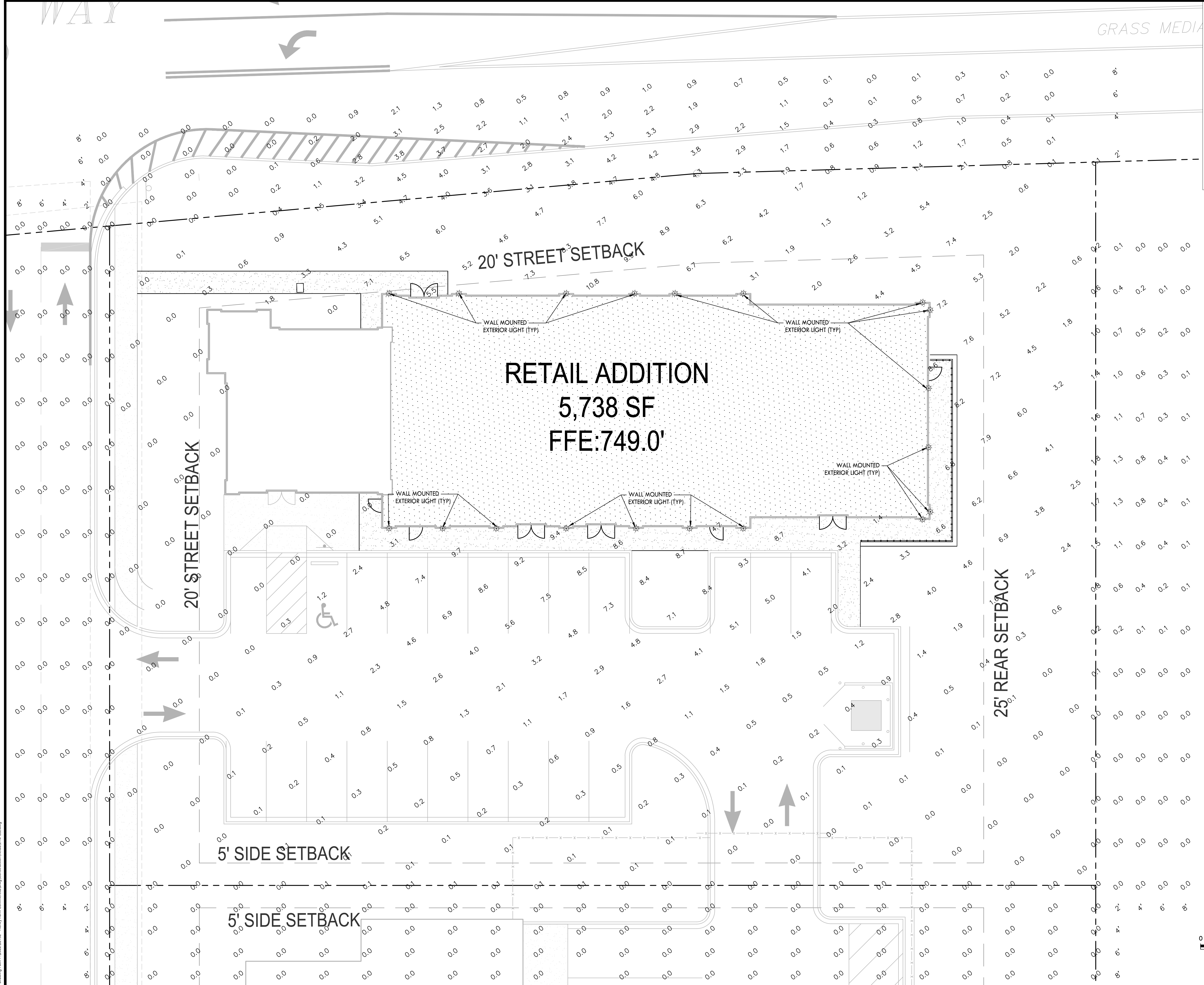


HONEY FARM RETAIL
COLUMBIA, TN

REVISIONS	
No.	DATE

09/16/2024 22132

C5.0
UTILITY PLAN



GENERAL PHOTOMETRIC SCHEDULE	
FOR EVALUATION USE ONLY	2.37
MAXIMUM FOOT-CANDLES	10.8
MINIMUM FOOT-CANDLES	0
MINIMUM TO MAXIMUM FC RATIO	0
MAXIMUM TO MINIMUM FC RATIO	10.77 / 0
AVERAGE TO MINIMUM FC RATIO	NOT FOR PRODUCTION USE

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HONEY FARM RETAIL

COLUMBIA, TN

REVISIONS	No.	DATE

09/16/202422132

E1.0

SITE PHOTOMETRIC PLAN

Drawn by: J. P. 10/23/2024 10:12:00 Honey Farm Commercial Development E1.0 E1.dwg

Project 18-28857-B
Storplace Nolensville Road

Submitted By
DESIGNLIGHT

Catalog Number
GL-6541-B-CC-RS-TBZ-A

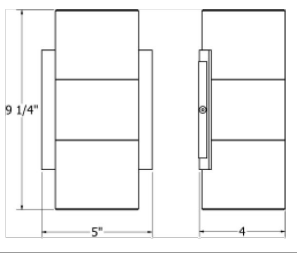
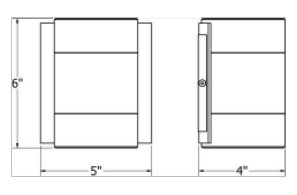
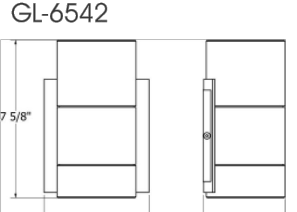
Type
N

CYLINDER

Outdoor ADA Wall Sconce

Glighting

9777 Reavies Park Drive
St. Louis, MO 63125
800.331.2428 or 314.631.4000
Fax 314.631.7800
sales@glighting.com www.glighting.com

SAMPLE CATALOG NUMBER: GL-6540-		B-	R2-R2	TBL-	A
MODEL NO.	LAMPING	REFLECTOR	FINISH	OPTIONS	
GL-6540 	C.LED30 B.LED35 E.LED40	Up R2 20" Fresnel Lens R3 30" Flat Clear Lens Down R2 20" Fresnel Lens R3 30" Flat Clear Lens	Textured: TLV - Light Verdigris TWH - White TBL - Black TS - Silver TBW - Terra Brown TRC - Bronze Premium: SA - Satin Aluminum	A. No Options EL Emergency Ballast Must be separately mounted in controlled environment with 0-10V dimmer/pulse range of 32"-131"	
GL-6541 	C.LED30 B.LED35 E.LED40	Up R5 50" Flat Clear Lens CC Closed Cap Down R5 50" Flat Clear Lens CC Closed Cap	Complete LM-79 data available at glighting.com		
GL-6542 	C.LED30 B.LED35 E.LED40	Up R2 20" Fresnel Lens R3 30" Flat Clear Lens Down R5 50" Flat Clear Lens CC Closed Cap			
GL-6543 	C.LED30 B.LED35 E.LED40	Up R5 50" Flat Clear Lens CC Closed Cap Down R2 20" Fresnel Lens R3 30" Flat Clear Lens			

* All dimensions are nominal.

LED	Code	Kelvin	Reflector	Total Wattage	Rated CRI	Life hrs	Delivered Lumens
- 1.3W 80CRI high power LED per side	LED30	3000K	20	13	+80	50000	1231
- 0-10V dimming standard with LED lamping option			30	13	+80	50000	867
- Lumen maintenance +90% over 50,000 hour life			50	13	+80	50000	956
- Light source is field replaceable	LED35	3500K	20	13	+80	50000	1231
- Mounting			30	13	+80	50000	867
- Driver mounted in 4" square by 2 1/8" deep junction box:			50	13	+80	50000	956
- Steel City #52171 or equivalent (supplied by others)	LED40	4000K	20	13	+80	50000	1231
- Protection: electronic internal, resettable short circuit protection,			30	13	+80	50000	867
- thermal protection, and overload regulation			50	13	+80	50000	956
- Universal voltage 120-277 volt	Fixture is ETL listed for wet locations						

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CRUNK ENGINEERING LLC

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ENGINEERING

CRUNK

ALAM WILSON
REG. AGRICULTURIST
STATE OF TENNESSEE
CAMERA
NO. 114180
9/16/24

HONEY FARM RETAIL

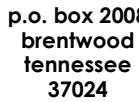
COLUMBIA, TN

REVISIONS	No.	DATE			

09/16/2024 22132

E1.1

EXTERIOR LIGHTING
DETAIL



615.292.4017



STORPLACE - HONEY FARM RETAIL ADDITION

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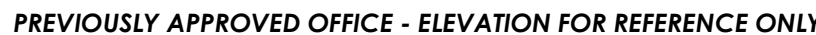
issue date
09.16.2024

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SCALE: 1/8" = 1'-0"



NORTHWEST ELEVATION - OFFICE (PREVIOUSLY APPROVED)

SCALE: 1/8" = 1'-0"

MATERIAL LEGEND

BRICK (LIGHT, MEDIUM, DARK)				STOREFRONT FRAME / RAIL	
RETAINING WALL (MASONRY)				ROOF / AWNING	
GLASS					

REQUESTED DEVIATONS - PUD-MU BUILDING STANDARDS

REFERENCE: TABLE 4.3.1-L DISTRICT STANDARDS FOR PLANNED USE DEVELOPMENT - MIXED USE (PUD-MU)

BUILDING HEIGHT (REQUEST FOR DEVIATION):

THE BUILDING STANDARD GUIDELINES FOR THE PUD-MU ZONING DISTRICT CALL FOR A 2-STORY MINIMUM FOR BUILDINGS. THE PROPOSED PROJECT IS THE ADDITION TO AN EXISTING 1-STORY BUILDING AND SITE PLAN APPROVED UNDER THE PREVIOUS REGULATIONS.

DUE TO THE EXISTING BUILDING AND SITE CONDITIONS, THE PROPOSED DESIGN FOR THE ADDITION IS FOR A 1-STORY BUILDING THAT INCLUDES FEATURES THAT ARE INTENDED TO ACHIEVE PROPORTIONS APPROACHING THAT OF A 2-STORY BUILDING.

FIRST, THE ADDITION HAS A TALLER ROOFLINE / PARAPET ADJACENT TO THE EXISTING 1-STORY STRUCTURE TO CREATE THE PERCEPTION OF A TALLER BUILDING.

SECOND, THE GRADE ON THE FACADE FACING HONEY FARM WAY IS INCREASINGLY LOWER FROM WEST-TO-EAST WHICH ADDS ADDITIONAL HEIGHT AND THE PERCEPTION OF A TALLER BUILDING.

LASTLY, IT WAS DISCUSSED AT THE PRE-APPLICATION MEETING THAT THE DESIGN GUIDELINES FOR THE CD-4C ZONING DISTRICT WOULD BE A GOOD REFERENCE POINT AND ARE VERY SIMILAR TO THAT OF PUD-MU WHILE ALLOWING FOR 1-STORY BUILDING.

WITH THE EXISTING CONDITIONS AND PROPOSED DESIGN FEATURES DESCRIBED ABOVE TO APPROXIMATE THE DESIGN GUIDELINES, THE DEVELOPER WOULD LIKE TO RESPECTFULLY REQUEST APPROVAL FOR THE ADDITION AS PRESENTED.

FACADE GLAZING (REQUEST FOR DEVIATION ON SHOPFRONT FACADE ONLY):

THE BUILDING STANDARD GUIDELINES FOR THE PUD-MU ZONING DISTRICT CALL FOR 70% MIN. OF TOTAL FACADE AREA FOR SHOPFRONT FRONTAGE TO BE GLAZING. ONLY 20% - 60% IS REQUIRED FOR ALL OTHER NON-SHOPFRONT FACADES.

THE FACADE FACING HONEY FARM WAY IS CONSIDERED THE "SHOPFRONT" FACADE DUE TO ITS PROMINENT VISIBILITY. FOR THE PURPOSES OF TRYING TO ACHIEVE THE REQUIRED PERCENTAGE, WE HAVE MEASURED THE GLAZING BETWEEN THE FINISHED FLOOR OF THE BUILDING AND THE HEIGHT OF A TYPICAL GROUND FLOOR FACADE AND CAN ONLY ACHIEVE 50% GLAZING. IF MEASURED TO THE TOP OF THE GROUND FLOOR WINDOWS (11'-4"), WE BARELY ACHIEVE THE MINIMUM REQUIREMENT AT APPROXIMATELY 71%.

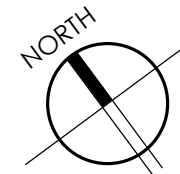
AS IS ILLUSTRATED IN THE ELEVATIONS, THE FACADE IS ALMOST ENTIRELY GLAZING FROM END-TO-END OF THE BUILDING. THEREFORE, THE DEVELOPER WOULD LIKE TO RESPECTFULLY REQUEST APPROVAL OF THE SHOPFRONT GLAZING AS PRESENTED.



SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"



SHELL BUILDING PLAN DIMENSIONED - RETAIL ADDITION W/ PREVIOUSLY APPROVED OFFICE

SCALE: 1/8" = 1'-0"



OFFICE + RETAIL - BIRD'S EYE VIEW OF ROOF TOP UNITS BEHIND PARAPET / SCREEN WALL



OFFICE + RETAIL - SOUTHWEST FACADE NEAR OFFICE (PREVIOUSLY APPROVED)



OFFICE + RETAIL - NORTHEAST FACADE ALONG HONEY FARM WAY (W/ APPROVED OFFICE)



OFFICE + RETAIL - SOUTHWEST + SOUTHEAST FACADES



revisions

issue date
09.16.2024

sheet title
EXTERIOR 3D VIEWS

StorPlace (Honey Farm) PUD Revision

Project #:	23-0313	Location:	Tax Map 51 Parcel 58.03
Applicant:	Adam Crunk	Case Type(s):	PUD Revision
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	Retail

PROJECT SUMMARY

The applicant requests approval of a revised Final Planned Unit Development (PUD) Master Plan to develop 5,738 square foot retail building on a 0.79-acre site. The development includes three self-storage buildings and a 1,300 square foot office building. The proposed revision adds a retail component to the office building.

- The development was approved under Ordinance 3638, in effect between 2006 and 2022. The approvals created a vested right to develop under the standards in effect at the time.
- The property is subject to a Final PUD Master Plan based on the CEG-PUD standards of the previous zoning ordinance. The applicant is requesting to revise the Master Plan.
- The proposed revision adds more than 3% to the commercial floor area, requiring City Council evaluation of the Preliminary Planned Unit Development Master Plan.
- The Planning Commission is a recommending body for a Preliminary PUD Master Plan. The City Council is the **Decision-Making Authority**.
- Professional planning staff commentary identifies recommended conditions of approval.
- Templates are provided at the end of the report to assist the Planning Commission in crafting properly formatted motions.

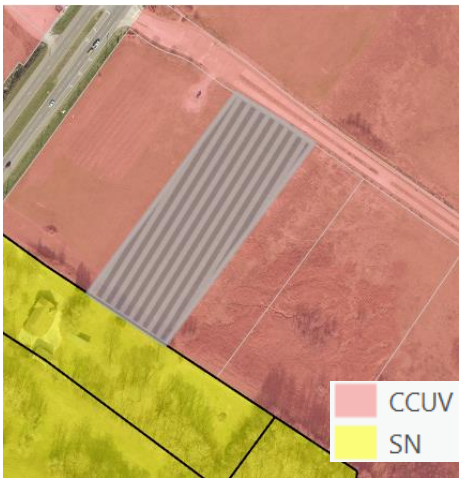
SITE INFORMATION

CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
PUD-MU	Vacant	Vacant	+/- 0.79



FUTURE LAND USE MAP

ZONING MAP



SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	Zoning	Current Use
Subject Property	City Center Urban Village	PUD-MU	Vacant
North	City Center Urban Village	PUD-MU	Vacant
South	Suburban Neighborhoods	County/CD-2	Single Family Detached
East	City Center Urban Village	PUD-MU	Vacant
West	City Center Urban Village	PUD-MU	Vacant

CONSISTENCY WITH CONNECT COLUMBIA

City Center Urban Village: The requested rezoning is consistent with the future land use map. The future land use of most of the subject site is CCUV. The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points (Connect Columbia, p. 35). It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community. The future land use classification is implemented by the CD-4 and CD-5 character districts, as well as CV and PUDs. In some cases, the Planning Commission may determine that CD-3 and CD-4C are also appropriate implementing zones.

Character & Intent

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community.

Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low-intensity uses which serve residents' daily needs. Higher intensity uses should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes.

Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions.



Land Use Considerations

Primary uses include government, civic uses, parks, religious facilities, offices, retail, and all forms of medium-density housing. Secondary land uses include utility facilities, institutional uses, low-density housing, and neighborhood retail. New industrial and warehouse uses are inappropriate.

Form & Pattern

The CCUV includes established and infill neighborhoods at medium to high densities organized along a well-connected transportation network. Infill development supports and extends the formation of blocks and eliminates gaps in the built environment. The CCUV future land use is distinguished from Suburban Neighborhoods (SN) by the unambiguous prominence of public frontages. A high density of streets and thoroughfares with complete public frontages extends the public sphere outward from civic and commercial spaces. Implementing bulk and design standards clearly delineate the public and private realms through the application of layers and front-to-back discipline of lots. Bulk and design standards are occasionally modified to accommodate historic preservation, artistic innovation, redevelopment, and other place-based policies of the City. New development should accompany concurrent extension of complete urban services in places where they do not already exist. Parking is provided on an area-wide basis as a utility supplemented by private land users.

Implementing Districts

Neighborhood CD-3 (Only where compatible with established pattern)
 General Urban CD-4
 Urban Center CD-5
 General Urban-Corridor CD-4C (only along Arterial roadways)
 Urban Center - Corridor CD-5C (only along Arterial roadways)*
 Mixed Use PUD-MU
 Civic CV

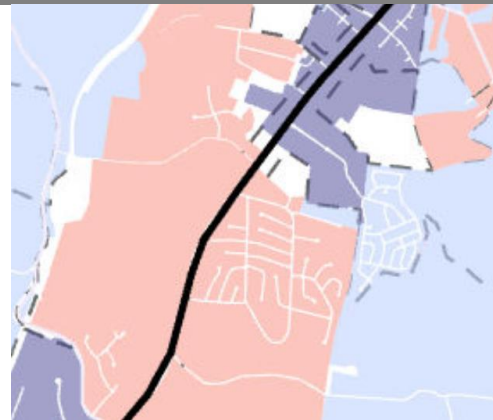
Implementing Standards

General Development Pattern: Mixed Uses & Isolated Uses
 Density (density units per acre): ≥ 12 du/ac
 Building Height: 1-5 stories
 Open Space Elements: Civic Spaces, Parks & Greenways



AREA OF CHANGE

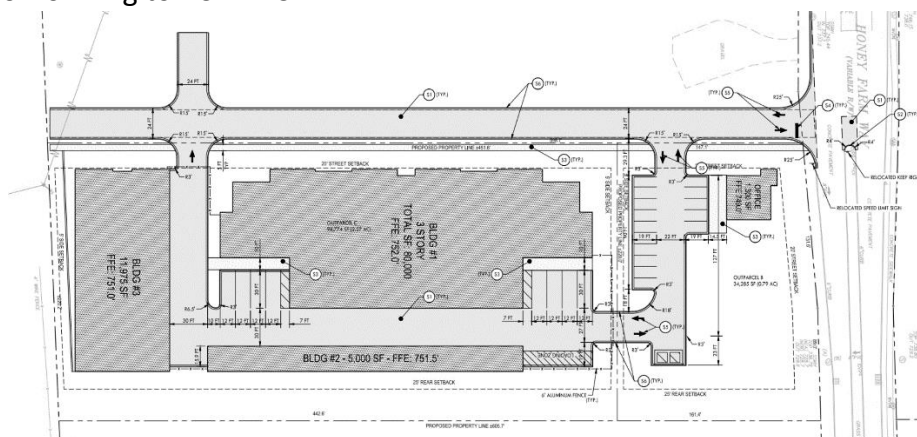
Connect Columbia established the areas of change policy designation for the subject site as *activate*. The designation includes areas where significant and beneficial change is occurring or is desired. These areas are the focus of proactive City policies to bring the community's values to fruition. Public investment and increased coordination with the private sector will achieve transformational changes envisioned by the community (Connect Columbia p. 32).



CONFORMITY WITH ZONING ORDINANCE

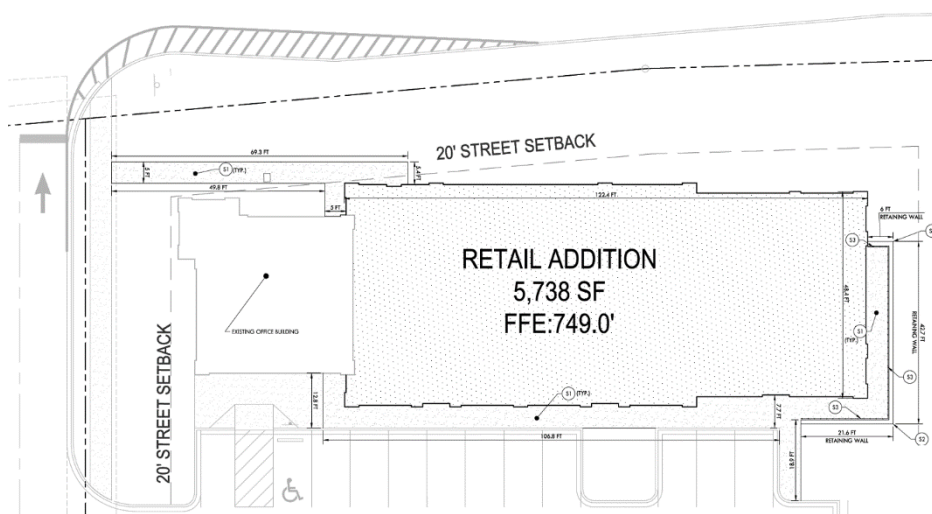
The Final PUD Master Plan approved in 2022 established the bulk standards for the development.

- Under the previous ordinance, setbacks in a CEG-PUD were established by the Planning Commission and City Council through the “process of plan review and approval” (§ 7.4.8). Maximum height was established at 35 feet. Decision making bodies were authorized to customize standards to fit unique sites and developments.
- The current request seeks to modify the master plan by extending one of the buildings.
- The applicant used the PUD-MU standards of the current ordinance to inform its design. The request represents a blend of the two standards which is mostly conforming to PUD-MU.



Original 2022 PUD Master Plan

- **The Revised Final PUD Master Plan adds retaining walls.**
 - The applicant has identified the retaining walls on the plans in red with a line weight similar to the parcel boundaries.
 - On the current iteration of the plan, walls are placed in 11-foot-wide easements.
 - A wall is used within a stormwater detention facility above an existing pond near the southwest portion of Phase 2 (see comments from Engineering in the DRC summary later in this report).



Site Plan Depicting Previously Approved Office and Retail Addition

- **The revised Final PUD Master Plan adds retail space to the site.**
 - The original PUD Master Plan depicted three buildings used for self-storage as well as a small office building.
 - The proposed revision depicts a 5,738 square foot addition to the office building.
 - The addition will provide retail space.
 - The Zoning Ordinance permits most retail uses in a PUD-MU.
- **The revised Final PUD Master Plan depicts the minimum required parking stalls.**
 - The minimum parking ratio for most retail uses is 1 parking space per 500 square feet of usable floor space.
 - The minimum parking ratio for office uses is 1 space per 200 square feet of usable floor space (the applicant's resubmittal misidentifies this as 1 space per 300 square feet).
 - The shared parking factor at Table 4.3.12.B-2 of the Ordinance reduces the total parking requirement by 20% when retail and office uses are co-located.

- Together, the proposed office and retail spaces will require 14 spaces.
 - Parking for the self-storage facility was determined under the standards of the previous ordinance which required 1 space per 75 storage units.
 - The applicant's plan depicts a sufficient number of spaces for each of the principal uses.
 - The parking provided could not accommodate any significant amount of restaurant space.
 - Restaurants require much more parking than office or retail uses. The applicant has been advised that it will be infeasible to lease space to a restaurant under the current configuration.
- **Comparison with PUD-MU standards generally.**
 - A Main Entrance is in the façade oriented to Honey Farm Way.
 - The plan depicts a band sign on the façade elevation, which would conform to PUD-MU, as well as an additional sign band facing into the site.
 - The plan depicts the retail addition with a front setback greater than 20' on the secondary frontage (Honey Farm Way). This exceeds the maximum front setback of a PUD-MU under current standards but conforms to the standard established in the previously approved CEG-PUD master plan.
 - The current PUD-MU standards require all principal buildings to have a minimum height of two stories. The CEG-PUD did not impose this requirement.
 - The applicant requests approval to add a single-story building. The design of the building gives the appearance of a taller structure due to a high parapet, steepled roofline of the office, and the slope of the site.
 - The Plan depicts retaining walls in the rear setback which are approximately 6.7 feet tall at their highest point. The Zoning Ordinance limits the height of retaining walls on individual lots to 6 feet tall.



Elevations of Single-Story Retail/Office Building

(PUD-MU) Mixed Use Planned Unit Development Architectural Standards		
Design Standards:	Required	Proposed
Main Entrance:	Identifiable Base, Middle, & Cap	Base consists of brick with a defined middle and cap.
Façade Position & Façade Articulation:	Main entrance at façade parallel to frontage line. In addition, facades greater than 100' in width must be differentiated so that it appears to be comprised of two or more adjacent buildings.	The principal frontage enfronts the Honey Farm Way. The elevation includes a main entrance fronting this street section. Additional entrances face the parking area on the internal elevation. The entire width of the building site frontage is 180' with the code requiring the façade to be differentiated every 100' at a 90 percent maximum building frontage buildout. The front façade indicates a 111' frontage with an additional 20' street screen wall. Among the front façade, differential of materials is provided with brick modulations, and material changes from brick & EIFS.
Façade Openings:	20 ft. or less spacing for windows/doors	All windows appear to be 20 ft or less with no blank facades.
Façade Glazing:	20-60 % non-shopfront, 70% for shopfront	Approximately 20% on façade; 50-70% on internal elevation.
Window Shape:	Square or vertical proportions	All windows are square or vertical proportioned
Window Glazing Material:	Clear	All windows proposed are clear glass.

Shopfront Frontages:	12 in. knee wall required at Frontage	A knee wall is provided at shopfront elevation
Façade Variety:	No façade may exist more than once on a block face or within view of same façade	This is a single site building with one façade.
Roof Type & Pitch:	Hip/ Gable/ Flat	Flat
Primary Building Materials:	Brick, Fiber Cement Board, Wood	All elevations indicate a primary façade material of brick
Foundation Cladding:	Brick or Natural Stone	Brick
Building Colors:	Up to 3 colors, including the natural color of any allowed materials, but excluding trim color.	Does not exceed 3 colors.

REVIEW PROCESS

The Development Review Committee reviewed the proposed PUD Master Plan revision at its August 2024 meeting, as directed by § 8.3.7 of the Zoning Ordinance. Technical comments are provided in the agenda package and summarized above.

Section 8.5.21.W of the Zoning Ordinance authorizes the City Council to approve modifications to a Final PUD Master Plan during the period of actual Development when the proposed change introduces new uses or adds more than 3% to the commercial floor area. The same language was included in Ordinance 3638 at § 3.2.16.

The criteria for the Planning Commission's evaluation is listed at § 8.5.21.W.4.

For any modification to an approved Final Master PUD Development Plan or amendment to Final Master PUD Development Plan [...] such modification shall be subject to satisfactory proof by the applicant and written findings by the Planning Commission and City Council as follows and approval as an amendment to the approved Final Master PUD Development Plan or amendment to Final Master PUD Development Plan.

- a. The modification shall be limited to the minimum necessary;*
- b. Strict application of the provisions of the approved Final Master PUD Development Plan or amendment to Final Master PUD Development Plan would result in practical difficulties or unnecessary hardship;*
- c. There are exceptional or extraordinary circumstances or conditions applying to the land, Buildings, Structures or Uses referred to in the request for modification, which circumstances or conditions do not apply generally to other land, Buildings, Structures or uses in the same type of PUD District.*

- d. The requested modification will not be detrimental to the public welfare or injurious to property or improvements in the neighborhood of the premises.*
- e. Under the circumstances of the particular case, the requested modification will not adversely affect the health or safety of persons working or residing in the neighborhood of the premises.*
- f. The requested modification is consistent the intent and purpose of this Ordinance, the Comprehensive Plan, and the approved Final Master PUD Development Plan or amendment to Final Master PUD Development Plan and will not adversely affect the community objectives of the Comprehensive Plan.*
- g. The requested modification will not result in any reduction of required Buffer areas or other specific open spaces required by this Ordinance and will not vary any District or Development standard applicable to the PUD under this Ordinance.*

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The DRC reviewed this proposal at its June 2024 meeting. A full list of comments, and the applicant's responses, is provided in the agenda packet. Some key comments are noted below.

- **Planning** requested revisions to details of the plan to better compare the proposed revision to the PUD-MU standards of the zoning ordinance.
- Planning also requested addition information pertaining to landscaping, parking, and lighting, which the applicant provided at resubmittal.
- **Columbia Water System's (CPWS)** consultant (Inflow) noted that the applicant's water availability letter was dated July 15, 2024 and would expire in 120 days.

COMMENTARY FROM PROFESSIONAL PLANNING STAFF

The site cannot support parking for a restaurant use. The proposed addition is identified as retail. The plan depicts sufficient parking for the retail use in combination with the previously approved office use. However, it is likely that restaurant operators will be interested in the space.

The water availability letter will need to be renewed prior to second consideration at City Council. The water availability letter will expire on November 12th. If the Planning Commission recommends approval and the City Council approves the revision upon first consideration, the item will be on the December 12th City Council agenda. An updated letter will be required in order to proceed.

SAMPE 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 8.5.21.W of the City of Columbia Zoning Ordinance have been satisfied and approve the revision to the Final Planned Unit Development Master Plan as presented [*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 8.5.21.W of the City of Columbia Zoning Ordinance have been satisfied and approve the revision to the Final Planned Unit Development Master Plan, subject to the following conditions: [*list conditions of approval crafted by Planning Commission*].

Deny:

Move to deny the requested revisions to the Final Planned Unit Development Master Plan having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in section 8.5.21.W 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 make a decision, 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.