

City of Columbia City Council
Study Session Agenda
April 3, 2025 - 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 Charlie Huffman, Ward 2
Council Member Cheryl E. Secrest, Ward 3
Council Member Kenny Marshall, Ward 4
Council Member Brian McKelvy, Ward 5

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Tony Massey, City Manager
Jake Hubbell, 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. 4536 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REPEALING ARTICLE 4 AND REPLACING SUCH ARTICLE WITH NEW ARTICLE 4 BUILDING, LOT AND BUILDING SITE STANDARDS - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.**

   RECOMMENDATION: Conduct the Public Hearing.

   INFORMATION: The Department of Development Services is requesting to amend the Article 4 of Zoning Ordinance No. 4400. The proposed amendments include Uses, Limitations and Standards regarding Short Term Rentals, Home Occupations, Vape, Tobacco, & Cannabinoids, and Bars, Taverns & Nightclubs. The Planning Commission recommended approval of this request with a vote of 6-0 at their December 4, 2024 meeting with the conditions from the Planning Commission recommending:

   • That within the Columbia Arts District Overlay the applicant shall demonstrate that no pre-existing place of Worship, School, or Public Park be located within 200 ft. (reduced from 500 ft.) of a proposed bar, tavern, or nightclub.

   • That the separation requirement for Tobacco, Vape, and Cannabinoid Retailers be increased from 500 feet to 1,000 feet from an already existing establishment from a new proposed Tobacco, Vape, and Cannabinoid Retailer, and keeping the separation of such newly established retailer from Schools, parks, and religious facilities remain at 500 feet and not allowed with a CD-5 district as drafted by Staff.

   The Planning Commission reviewed this item at the February 12, 2025 meeting as requested by City Council. No new changes were made to the previously reviewed uses. The Planning Commission recommended the removal of the word "Primary" in relation to required Building Materials in the standards for district tables along with the replacement of Table 4.3.7.A, Private Frontage Types. The

recommendation passed by a vote of 6-0.

The required notice of Public Hearing was advertised March 19, 2025 in The Daily Herald.

ATTACHMENTS: Staff Report Ordinance No. 4536 PH, Ordinance 4536, Ordinance No. 4536 Exhibit A, Ordinance No. 4536 Marked Changes "A" Bar, Tarven, Nightclub, Ordinance No. 4536 Marked Changes "B" Home Occupation, Ordinance No. 4536 Marked Changes "C" Short Term Rentals, Ordinance No. 4536 Marked Changes "D" Vape, Tobacco, Cannabinoid, Ordinance No. 4536 Marked Changes Table "A" Home Occupation, Ordinance No. 4536 Marked Changes Table "B" Short Term Rental, Ordinance No. 4536 Marked Changes Table "C" Vape, Tobacco, Cannabinoid, DS Staff Report removing word Garage, DS Staff Report.

2. **PUBLIC HEARING ON ORDINANCE NO. 4537 - AN ORDINANCE AMENDING DEVELOPMENT SERVICES FILING FEE SCHEDULE FOR THE CITY OF COLUMBIA, TENNESSEE - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.**

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The request is to amend the Fee Schedule for Development Services. The proposed amendments necessitate accompanying fees for the permits and processes that staff will be required to review and issue. The fees that were amended and added include a Short-Term Rental Fee of $300 requiring Board of Zoning Appeals approval; $150 Short Term Rental Fee requiring Administrative Approval; Small Accessory Permit fee of $25; Circulation of Approved Final Plat Fee of $35; and items for Annexation to notice and plan of services and resolutions to consist of an Advertising and Processing Fee of Cost. The Planning Commission recommended approval of this request with a vote of 6-0 at their December 4, 2024 meeting. The required notice of Public Hearing was advertised March 19, 2025, in The Daily Herald.

ATTACHMENTS: Staff Report Ordinance No. 4537 PH, Ordinance 4537, Ordinance No. 4537 Exhibit A.

3. **PUBLIC HEARING ON ORDINANCE NO. 4538 - 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 IT WITH A NEW ARTICLE 9, DEFINITIONS - DEVELOPMENT SERVICES DEPARTMENT.**

   RECOMMENDATION: Conduct the Public Hearing.

   INFORMATION: The Department of Development Services is requesting to amend the Zoning Ordinance of Columbia, Ordinance No. 4400, with changes concerning Article 9: Definitions, as reviewed and recommended by the Planning Commission at the December 4th, 2024 meeting. The changes and additions to definitions include the following: Minor Home Occupation; Major Home Occupation; Kennel; Short-Term Rental Unit; Tobacco, Vape, and Cannabinoid Retailers.

   Approval was recommended by a vote of six to zero. The required notice of Public Hearing was advertised on March 19, 2025 in The Daily Herald.

   ATTACHMENTS: Staff Report Ordinance No. 4538 PH, Ordinance No. 4538, Ordinance No. 4538 Exhibit A, Ordinance No. 4538 Marked Changes, DS staff report.

4. **PUBLIC HEARING ON ORDINANCE NO. 4541 AS AMENDED - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING STANDARDS FOR SHORT TERM RENTAL USE WITHIN ARTICLE 4 AND ARTICLE 9 - CITYWIDE, MORE ATTRACTIVE, LIVABLE CITY - DEVELOPMENT SERVICES DEPARTMENT.**

   RECOMMENDATION: Conduct the Public Hearing.

   INFORMATION: The Department of Development Services is requesting to amend the Article 4 of Zoning Ordinance No. 4400. The proposed amendments include Uses, Limitations and Standards regarding Short Term Rentals. The Planning Commission recommended approval of this request with a vote of 6-0 at their December 4, 2024 meeting with the conditions from the Planning

Commission recommending:

• Modification of the Planning Fee Schedule for Short Rentals requiring Conditional Use Approval with the Board of Zoning Appeals to be $300 with staff approval of Short-Term Rentals being $150.

City Council took this matter into consideration on January 9, 2025 and referred the item back to Planning Commission for further review and recommendation at the February 12, 2025 meeting.

Planning Commission reviewed the request on February 12, 2025 and recommended the removal of the limited use standard (PL) of owner occupied in the currently allowed zoning districts for Short Term Rental Use. This allows the use in the CD-4, 4C, 5 and 5C districts. The accessory use table was left as originally recommended to council with the majority of districts allowing the use outright and/or through the conditional use process. This recommendation was approved by a vote of six to zero.

The required notice of Public Hearing was advertised March 19, 2025 in *The Daily Herald*.

ATTACHMENTS: Staff Report Ordinance No. 4541 As Amended, Ordinance No. 4541 As Amended, DS Staff Report.

1 CALL TO ORDER/ROLL CALL.

2 INVOCATION BY JEREMY BUTT FROM NORTHVIEW CHURCH OF CHRIST.

3 PLEDGE OF ALLEGIANCE.

4 APPROVAL OF AGENDA.

5 PRESENTATIONS.

5.1. PRESENTATION OF PROCLAMATIONS TO COLUMBIA ACADEMY GAMEDAY CHEER SQUAD (REGULAR MEETING ONLY)

5.2. PRESENTATION OF PROCLAMATIONS TO COLUMBIA ACADEMY'S GIRLS CROSS COUNTRY TEAM (REGULAR MEETING ONLY)

5.3. PRESENTATION OF PROCLAMATIONS TO THE COLUMBIA STATE COMMUNITY COLLEGE MEN'S BASKETBALL TEAM (REGULAR MEETING ONLY)

6 ORGANIZATIONAL BUSINESS.

6.1. APPROVE THE MINUTES OF THE MARCH 13, 2025, CITY COUNCIL MEETING - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

ATTACHMENTS: March 13, 2025 Minutes.

7 CONSENT AGENDA

7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF FEBRUARY 2025 IN THE AMOUNT OF $6,516,628.22 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: February 2025 Disbursements.

7.2. APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH _____ FOR POLICE UNIFORMS AND DUTY EQUIPMENT - FINANCE.

RECOMMENDATION: Approve

INFORMATION: The City furnishes a standard uniform set and various pieces of duty equipment to all sworn officers. The City solicited bids from companies to supply all necessary items and provide the service required to properly fit all officers. As a result of that bid process, it is recommended that the award be made to _____.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in various uniform line items in Police.

ATTACHMENTS: Staff Report Police Uniforms 2025.

7.3. APPROVE AND AUTHORIZE THE CITY OF COLUMBIA TO REVISE THE CURRENT FEE STRUCTURE WITH MUTUAL OF OMAHA TO INCLUDE COMPREHENSIVE SERVICES FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES WITH AN ESTIMATED COST OF $3,213.48 PER YEAR - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City provides Employee Assistance Program (EAP) for city employees and their immediate family members. The Finance Department requested and reviewed quotes for EAP services and found that Mutual of Omaha has the most robust program for at a lower cost. Basic EAP services are currently included in our group term life insurance rates. The upgrade to Mutual of Omaha's comprehensive plan will provide a full Employee Assistance Program (EAP). Making this change from our previous EAP provider to the full comprehensive plan EAP with Mutual of Omaha, will result in $6,065.15 annual savings.

CERTIFICATION: The Chief Financial Officer certifies that $3,214 is budgeted and unencumbered in General Government-Other Services.

ATTACHMENTS: Staff Report Mutual of Omaha, Mutual of Omaha EAP Fees and Program Materials.

7.4. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT IN THE AMOUNT OF $50,000 BETWEEN THE CITY OF COLUMBIA AND KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR AN EAST COLUMBIA SMALL AREA PLAN - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia, working with the South Central Tennessee Community Development District, was awarded a 2024 Healthy Built Environments grant in the amount of $50,000, per Resolution No. 24-64. The RFQ was completed and Kimley-

Horn and Associates, Inc. was identified to conduct professional services. The services shall include engagements, assessments and rendering of an East Columbia Small Area Plan to be presented to stakeholders. The contract outlines the project to be completed in one phase with two groupings of tasks.

CERTIFICATION: The Chief Financial Officer certifies that $50,000 is budgeted and unencumbered in Grants - Professional Services.

ATTACHMENTS: Staff Report for HBE Kimley Horn, East Columbia Small Area Plan Contract.

7.5. APPROVE BID AWARD AND EXECUTION OF CONTRACT WITH NICKELL CONTRACTING, LLC FOR THE SOUTH MAIN STREET AND EIGHT STREET ROUNDABOUT PROJECT IN THE AMOUNT OF $701,276.50 – WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: In response to requests for bids for the South Main Street and Eighth Street Roundabout Project, two responsive bids were received on March 6, 2025. The bids were from Sessions Paving in the amount of $776,281.00 and Nickell Contracting, LLC in the amount of $701,276.50. Neel-Schaffer, Inc., the consulting engineer on this project, recommends bid award to Nickell Contracting, LLC in the amount of $701,276.50.

CERTIFICATION: The Chief Financial Officer certifies that funds will be proposed to be budgeted in the next appropriations amendment in Capital Projects - General Govt - Site Development.

ATTACHMENTS: Staff Report S. Main Street and Eighth Street Roundabout, S. Main Street and Eighth Street Contract Executing.

7.6. APPROVE THE 2025 ANNUAL SOFTWARE ASSURANCE AND SUPPORT SERVICES PROVIDED BY THE DAVENPORT GROUP FOR LAMA PERMITTING SOFTWARE IN THE AMOUNT OF $37,716.38 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve 2025 Annual Services.

INFORMATION: Development Services, along with the Fire & Rescue and Wastewater Departments, uses LAMA permitting software provided by The Davenport Group since 2019. The software includes a multitude of functions for Building, Planning and Engineering divisions with permits and projects. The annual services provide the support and updates needed for these functions throughout the year. The 2025 invoice totals $37,716.38.

CERTIFICATION: The Chief Financial Officer certifies that $37,717 is budgeted and unencumbered In Development Services - Software Services.

ATTACHMENTS: Staff Report 2025 LAMA invoice, Invoice 25A05-TNCO, Additional Services Pricing.

7.7. RATIFY THE APPROVAL OF THE EMERGENCY CONTRACT BETWEEN THE CITY OF COLUMBIA AND MSD ENVIRONMENTAL SERVICES FOR THE RENTAL OF A TRAILER MOUNTED BELT PRESS IN THE AMOUNT OF $13,500 PER MONTH FOR 36-MONTHS - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests City Council to ratify the mayor's signature on the emergency contract between the City of Columbia and MSD Environmental Services for the rental of a 3 Belt, 1.5 Meter BDP Trailer Mounted Belt Press in the amount of $13,500 per month for 36-months, plus setup and takedown fees and training fees. Due to the age of the plant, the current belt presses have been breaking down and are in constant need of repair. This will allow the system to run efficiently until the new plant has been completed.

CERTIFICATION: The Chief Financial Officer certifies that $62,500 is budgeted and unencumbered in Wastewater - Treatment Plant - Rentals.

ATTACHMENTS: Staff Report MSD Environmental Services Contract, MSD Environmental Services Belt Press Contract.

7.8. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT BETWEEN THE CITY OF COLUMBIA AND HAWKINS & PRICE, LLC FOR THE CONSTRUCTION OF THE CARTERS CREEK FORCE MAIN RELOCATION IN THE AMOUNT OF $489,755 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests the Mayor to sign the Contract between the City of Columbia and Hawkins & Price, LLC for the construction of the Carters Creek Force Main Relocation in the amount of $489,755. The bid award was previously approved by City Council on March 13, 2025.

CERTIFICATION: The Chief Financial Officer certifies that $489,755 is budgeted and unencumbered in Wastewater – Pump Stations-Maintenance and Repairs.

ATTACHMENTS: Staff Report Carters Creek Force Main, Hawkins & Price, LLC Carters Creek Force Main Relocate Contract.

7.9. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH NOVATECH FOR A 36-MONTH LEASE OF A KONICA MINOLTA COPIER IN THE AMOUNT OF $3,333 ANNUALLY USING SOURCEWELL CONTRACT - PUBLIC WORKS DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Public Works has a lease with Novatech for a Konica Minolta copier/printer that was approved by Council on July 14, 2022. This lease is expiring, and Public Works would like to utilize Sourcewell Contract #112124 for a new Konica Minolta copier/printer through Novatech. We request a new 36-month lease with Novatech to begin July 01, 2025. This lease will include a locked monthly service rate of $267.97 that will not increase during the lease, 1,300 black and white copies and 1,500 color copies per month.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in Streets.

ATTACHMENTS: Staff Report Novatech, Novatech Agreement, Novatech Addendum, State and Local Government Addendum, Sourcewell #112124.

7.10. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE SMYRNA ADULT SOFTBALL LEAGUE, FORMERLY KNOWN AS THE MAURY COUNTY CO-ED SOFTBALL LEAGUE - WARD 4 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Smyrna Adult Softball League, formerly known as Maury County Co-ed Softball League, requests an annual Non-Exclusive Use Permit with the City of Columbia to utilize the fields at Ridley Sports Complex "A" for their 2025 season.

ATTACHMENTS: Staff Report Smyrna Adult Softball League, Smyrna Adult Softball League Inc. with insurance.

7.11. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA, TANGRAM DESIGN, LLC, AND JARVIS SIGNS IN THE AMOUNT OF $75,328 FOR PROFESSIONAL SERVICES - CITYWIDE WAYFINDING SIGNAGE MASTER PLAN IMPLEMENTATION - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: The design/build team of Tangram Designs & Jarvis Signs will prepare engineered documents, plans, & TDOT approval for a fully executed, phased Wayfinding Signage Master Plan. Following work by Tangram/Jarvis team, an implementation program will be proposed in the FY 2026 budget for phase one.

CERTIFICATION: The Chief Financial Officer certifies that $75,328 is budgeted and unencumbered in General Government - Professional Services.

ATTACHMENTS: Staff Report Tangram Jarvis, City of Columbia, TN Agreement V4.

7.12. APPROVE REIMBURSEMENT IN THE AMOUNT OF $324,000 TO SDH NASHVILLE, LLC FOR PARTIAL SURETY RELEASE FOR BAKER CREEK PLACE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Release of 90% Surety Bond.

INFORMATION: On April 28, 2023, a Business Surety check in the amount of $360,000 was received from SDH Nashville, LLC to ensure the completion of roads, striping, signage, drainage, grading, street lighting, landscaping and offsite improvements for Baker Creek Place. At this time, Preliminary Acceptance has been granted to SDH Nashville and they are requesting release of 90% Surety Bond for the 12-month maintenance period. The City of Columbia will retain $36,000 of the original Surety Bond until Final Acceptance.

ATTACHMENTS: Staff Report Business Surety for Baker Creek, Preliminary Acceptance of Baker Creek Place, Baker Creek Place Surety SDH Nashville.

8 ADMINISTRATION.

8.1. REQUEST FROM NILESH PATEL FOR AN EXTENSION ON HIS CERTIFICATE OF COMPLIANCE FOR 2479 NASHVILLE HIGHWAY, COLUMBIA, TN - CITY MANAGER'S OFFICE.

RECOMMENDATION:

INFORMATION: Mr. Patel has formally requested an extension for his certificate of compliance located at 2479 Nashville Highway. The City's Municipal Code, Title 8, Chapter 1, Section 8-103 outlines the procedure for such requests. The certificate of compliance for Mr. Patel was approved by Council on April 11, 2024.

ATTACHMENTS: Staff Report Extension Request, Patel Extension Request with Municipal Code Section.

9 RESOLUTIONS.

9.1. RESOLUTION NO. 25-22 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS

SERVING ROCK SPRINGS ROAD - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 25-22.

INFORMATION: Rock Springs Road consists of 408 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. 25-22, Resolution No. 25-22, Resolution No. 25-22 Dedication Letter.

9.2. RESOLUTION NO. 25-23 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING BEAR SPRINGS PHASE 1A - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 25-23.

INFORMATION: Bear Springs Phase 1A consists of 2,859 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. 25-23, Resolution No. 25-23, Resolution No. 25-23 Dedication Letter.

9.3. RESOLUTION NO. 25-24 - A RESOLUTION ADOPTING "COLUMBIA 2025-2028" AS THE ANNUAL STRATEGIC PLAN FOR THE CITY OF COLUMBIA - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 25-24.

INFORMATION: On February 25, 2025, the Mayor, City Council, City Manager and Assistant City Manager participated in a strategic planning workshop facilitated by Judy King with Quality Management Services, LLC. During the annual workshop, Management and the City Council reviewed progress and key projects from the prior year and updated established priorities and objectives with new goals in addition to the existing plan to achieve over the next 12 months.

As City officials and staff continue to work towards achieving the community's long-term vision for Columbia, staff will continue to present progress reports which help to align the City's current year work plan and budget priorities with the goals and objectives identified in the proposed 2025 Strategic Plan.

With City Council's approval, the Columbia Strategic Plan, Columbia 2025-2028, will be made available for public distribution.

ATTACHMENTS: Staff Report Resolution No. 25-24, Resolution No. 25-24, 2025 Strategic Plan.

9.4. RESOLUTION NO. 25-25 - A RESOLUTION TO ESTABLISH THE MAXIMUM AMOUNT OF $75 FOR THE 2025 CITY OF COLUMBIA PROPERTY TAX RELIEF FOR THE ELDERLY LOW-INCOME HOMEOWNERS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 25-25.

INFORMATION: The Columbia City Council adopted Ordinance No. 3770 on December 4, 2008. This Ordinance was adopted to implement a Property Tax Relief Program for elderly and low-income property tax payers and is subject only to the availability of funds, which must be appropriated in each annual budget adopted by the City. The maximum amount of relief that can be granted is established at $75. The relief will only be granted for any taxes due after the State Property Tax Relief has been applied to the tax bill. If the State pays the entire amount of taxes owed then the City will not be liable for any further disbursement.

ATTACHMENTS: Staff Report Resolution No. 25-25, Resolution No. 25-25.

9.5. RESOLUTION NO. 25-26 - A RESOLUTION AUTHORIZING BOTH THE DAILY HERALD AND MAIN STREET MAURY AS THE OFFICIAL LOCAL NEWSPAPERS FOR THE CITY OF COLUMBIA - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 25-26.

INFORMATION: The City Charter, Section 1.04 (8), requires the Council to designate an official newspaper or papers published or circulating in the City for the publishing of all advertising, notices and other matters of every description that the City may publish. This Resolution designates both The Daily Herald and Main Street Maury as the official local newspapers for the City of Columbia.

ATTACHMENTS: Staff Report Resolution No. 25-26, Resolution No. 25-26.

9.6. RESOLUTION NO. 25-27 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING THE LANDINGS AT GREENS MILL RD PHASE 1B - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 25-27.

INFORMATION: The Landings at Greens Mill Rd Phase 1B consists of 2,118 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. 25-27, Resolution No. 25-27, Resolution No. 25-27 Dedication Letter.

9.7. RESOLUTION NO. 25-28 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING THE LANDINGS AT GREENS MILL RD PHASE 1C - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 25-28.

INFORMATION: The Landings at Greens Mill Rd Phase 1C consists of 1,568 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. 25-28, Resolution No. 25-28, Resolution No. 25-28 Dedication Letter.

9.8. RESOLUTION NO. 25-29 - TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 25-29.

INFORMATION: The City Recorder is presenting tax corrections through 3/21/2025 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report Resolution No. 25-29, Resolution No. 25-29, Resolution No. 25-29 Exhibit A.

9.9. RESOLUTION NO. 25-30 - A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS SERVING MORGAN MEADOWS SUBDIVISION, PHASE 1, FOR OWNERSHIP AND MAINTENANCE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 25-30.

INFORMATION: This Resolution refers to the acceptance of streets and drainage improvements serving Morgan Meadows Subdivision, Phase 1, for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends the acceptance of the streets and drainage improvements.

ATTACHMENTS: Staff Report Resolution No. 25-30, Resolution No. 25-30, Morgan Meadows Ph. 1- Final Acceptance Request, Morgan Meadows Ph. 1 FP.

9.10. RESOLUTION NO. 25-31 - A RESOLUTION REQUESTING TDOT AND GNRC PRIORITIZATION FOR THE WIDENING OF INTERSTATE 65 FROM INTERSTATE 840 (EXIT 59) TO BEAR CREEK PIKE (EXIT 46) - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 25-31.

INFORMATION: Traffic along Interstate 65 between Bear Creek Pike and Interstate 840 has increased significantly due to significant population growth and increased economic activity. This increase in traffic contributes to congestion, increased travel times, and elevated safety risks for all road users. The congestion negatively affects economic vitality in Columbia and throughout the Middle Tennessee region. The widening of I-65 directly advances regional

transportation goals. Other jurisdictions in our area that are affected by the increased traffic are being asked to pass a similar resolution.

ATTACHMENTS: Staff Report Resolution No. 25-31, Resolution No. 25-31.

10 ORDINANCES.

10.1. 2ND CONSIDERATION ON ORDINANCE NO. 4536 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REPEALING ARTICLE 4 AND REPLACING SUCH ARTICLE WITH NEW ARTICLE 4 BUILDING, LOT AND BUILDING SITE STANDARDS - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4536 on second consideration.

INFORMATION: The Department of Development Services is requesting to amend the Article 4 of Zoning Ordinance No. 4400. The proposed amendments include Uses, Limitations and Standards regarding Home Occupations, Vape, Tobacco, & Cannabinoids, and Bars, Taverns & Nightclubs. The Planning Commission recommended approval of this request with a vote of 6-0 at their December 4, 2024 meeting with the conditions from the Planning Commission recommending:

• That within the Columbia Arts District Overlay the applicant shall demonstrate that no pre-existing place of Worship, School, or Public Park be located within 200 ft. (reduced from 500 ft.) of a proposed bar, tavern, or nightclub.

• That the separation requirement for Tobacco, Vape, and Cannabinoid Retailers be increased from 500 feet to 1,000 feet from an already existing establishment from a new proposed Tobacco, Vape, and Cannabinoid Retailer, and keep the separation of such newly established retailer from schools, parks, and religious facilities remain at 500 feet and not allowed with a CD-5 district as

drafted by Staff.

The Planning Commission reviewed this item at the February 12, 2025, meeting as requested by City Council. No new changes were made to the previously reviewed uses. The Planning Commission recommended the removal of the word "Primary" in relation to required Building Materials in the standards for district tables, along with the replacement of Table 4.3.7.A, Private Frontage Types. The recommendation passed by a vote of 6-0.

ATTACHMENTS: Staff Report Ordinance No. 4536, Ordinance 4536, Ordinance No. 4536 Exhibit A, Ordinance No. 4536 Marked Changes "A" Bar, Tarven, Nightclub, Ordinance No. 4536 Marked Changes "B" Home Occupation, Ordinance No. 4536 Marked Changes "D" Vape, Tobacco, Cannabinoid, Ordinance No. 4536 Marked Changes Table "A" Home Occupation, Ordinance No. 4536 Marked Changes Table "C" Vape, Tobacco, Cannabinoid, DS Staff Report removing word Garage, DS Staff Report.

10.2. 2ND CONSIDERATION ON ORDINANCE NO. 4537 - AN ORDINANCE AMENDING DEVELOPMENT SERVICES FILING FEE SCHEDULE FOR THE CITY OF COLUMBIA, TENNESSEE - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance 4537 on second consideration.

INFORMATION: The request is to amend the Fee Schedule for Development Services. The proposed amendments necessitate accompanying fees for the permits and processes that staff will be required to review and issue. The fees that were amended and added include a Short-Term Rental Fee of $300 requiring Board of Zoning Appeals approval; $150 Short Term Rental Fee requiring Administrative Approval; Small Accessory Permit fee of $25; Circulation of Approved Final Plat Fee of $35; and items for Annexation to notice and plan of services and resolutions to consist of an Advertising and Processing Fee of Cost. The Planning Commission recommended approval of this request with a vote of 6-0 at their December 4, 2024 meeting.

This item was reviewed at the February 12, 2025 Planning Commission meeting with no changes recommended by a vote of six to zero.

ATTACHMENTS: Staff Report Ordinance No. 4537, Ordinance 4537, Ordinance No. 4537 Exhibit A.

10.3. 2ND CONSIDERATION ON ORDINANCE NO. 4538 - 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 IT WITH A NEW ARTICLE 9, DEFINITIONS - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4538 on second consideration.

INFORMATION: The Department of Development Services is requesting to amend the Zoning Ordinance of Columbia, Ordinance 4400, with changes concerning Article 9: Definitions, as reviewed and recommended by the Planning Commission at the December 4th, 2024 meeting. The changes and additions to definitions include the following: Minor Home Occupation; Major Home Occupation; Kennel; Tobacco, Vape, and Cannabinoid Retailers.

This item was reviewed at the February 12, 2025 Planning Commission meeting with no changes recommended by a vote of six to zero.

Approval was recommended by a vote of six to zero.

ATTACHMENTS: Staff Report Ordinance No. 4538, Ordinance No. 4538, Ordinance No. 4538 Exhibit A, Ordinance No. 4538 Marked Changes, DS staff report.

10.4. 2ND CONSIDERATION ON ORDINANCE NO. 4541 AS AMENDED-AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING

STANDARDS FOR SHORT TERM RENTAL USE WITHIN ARTICLE 4 AND ARTICLE 9 - CITYWIDE, MORE ATTRACTIVE, LIVABLE CITY - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4541 As Amended on second consideration.

INFORMATION: The Department of Development Services is requesting to amend the Article 4 of Zoning Ordinance No. 4400. The proposed amendments include Uses, Limitations and Standards regarding Short Term Rentals. The Planning Commission recommended approval of this request with a vote of 6-0 at their December 4, 2024 meeting with the conditions from the Planning Commission recommending:

Modification of the Planning Fee Schedule for Short Term Rentals requiring Conditional Use Approval with the Board of Zoning Appeals to be $300 with staff approval of Short-Term Rentals being $150.

City Council took this matter into consideration on January 9, 2025 and referred the item back to Planning Commission for further review and recommendation at the February 12, 2025 meeting.

*Planning Commission reviewed the request on February 12, 2025, and recommended the removal of the limited use standard (PL) of owner occupied in the currently allowed zoning districts for Short Term Rental Use. This allows the use in the CD-4, 4C, 5 and 5C districts. The accessory use table was left as originally recommended to council with the majority of districts allowing the use outright and/or through the conditional use process. This recommendation was approved by a vote of six to zero.

ATTACHMENTS: Staff Report Ordinance No. 4541 As Amended, Ordinance No. 4541 as amended, DS Staff Report.

11 PUBLIC COMMENT.

12 OTHER BUSINESS.

13 EXECUTIVE SESSION.

14 ADJOURNMENT.

15 UPCOMING EVENTS.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

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

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 4536 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE FOR THE CITY OF COLUMBIA, TENNESSEE REGARDING BUILDING, LOT AND SITE STANDARDS IN ARTICLE 4 BY REPEALING SUCH ARTICLE AND REPLACING IT WITH A NEW ARTICLE 4 BUILDING, LOT AND BUILDING SITE STANDARDS - CITYWIDE, MORE ATTRACTIVE, LIVABLE CITY.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The Department of Development Services is requesting to amend the Article 4 of Zoning Ordinance No. 4400. The proposed amendments include Uses, Limitations and Standards regarding, Home Occupations, Vape, Tobacco, & Cannabinoids, and Bars, Taverns & Nightclubs. The Planning Commission recommended approval of this request with a vote of 6-0 at their December 4, 2024 meeting with the conditions from the Planning Commission recommending:

- That within the Columbia Arts District Overlay the applicant shall demonstrate that no pre-existing place of Worship, School, or Public Park be located within 200 ft. (reduced from 500 ft.) of a proposed bar, tavern, or nightclub.

- That the separation requirement for Tobacco, Vape, and Cannabinoid Retailers be increased from 500 feet to 1,000 feet from an already existing establishment from a new proposed Tobacco, Vape, and Cannabinoid Retailer, and keeping the separation of such newly established retailer from Schools, parks, and religious facilities remain at 500 feet and not allowed with a CD-5 district as drafted by Staff.

The Planning Commission reviewed this item at the February 12, 2025 meeting as requested by City Council. No new changes were made to the previously reviewed uses. The Planning Commission recommended the removal of the word "Primary" in relation to required Building Materials in the standards for district tables along with the replacement of Table 4.3.7.A, Private Frontage Types. The recommendation passed by a vote of 6-0.

The required notice of Public Hearing was advertised March 19, 2025 in The Daily Herald.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report PH, Ordinance No. 4536, Exhibit A, Home Occupation Use Table, Vape CBD Use Table, Bar Tavern NightClub Limitations, Home Occ Limitations, VapeTobacco Cannabinoid Limitations DS Staff Report.

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 December 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 April, 2025, notice of which was published in the Daily Herald of Columbia twenty-one (21) 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 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 proposed Zoning Ordinance Amendment is consistent with the remainder of this Ordinance, including, specifically, any purpose and intent statements;
b. The proposed Zoning Ordinance Amendment does not represent a new idea not considered in this Ordinance, but does represent a revision necessitated by changing circumstances over time;
c. The proposed Zoning Ordinance Amendment does not correct an error in this Ordinance; and
d. The proposed Zoning Ordinance Amendment is not a revision of this Ordinance for the purpose of complying 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 10th day of April, 2025.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, 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

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ARTICLE 4 BUILDING, LOT & 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 STANDARD

4.3.1 CIVIC DISTRICT BUILDINGS & LOTS

A. Definitions

The terms Civic District, Civic Space and Civic Building are defined in **Article 9 (Definitions).**

B. Design; Compliance

If a Building, Lot, or Building Site is located within an area designated on the Official Zoning Map as Civic District, Civic Space or Civic Building.

1. Civic Space shall be designed generally as described in **Table 5.3.3-A (Civic Space Types - Summary)** and **Table 5.3.3-B (Civic Space Types - Specific Standards),** as related to the Adjacent District, or if Adjacent more than one, as related to the Adjacent District with the largest number of linear feet of common boundary with the Civic Space.
2. Development, re-Development, Lots, Buildings, Building Sites, Structures, and Improvements and Use thereof within Civic Districts must comply with the applicable standards and requirements of **Table 4.3.1-N (District Standards-Civic),** subject, however, to Section 4.3.1.B.4.
3. Without limitation to Section 4.3.1.B.2, Civic Buildings within Civic Districts must comply with the standards and requirements of Table 4.3.1-N(District Standards-Civic) and any other requirements as may be determined by the City Council.
4. Buildings operated for Civic purposes but not located within a Civic District must comply with the applicable District standards of the District in which they are situated.

4.3.2 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.

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 Hillsides & Natural Spaces future land use Character Areas described in the Comprehensive Plan.

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*	*Applicable only to Development Parcels
Block Perimeter	**NR**

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)***

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)***

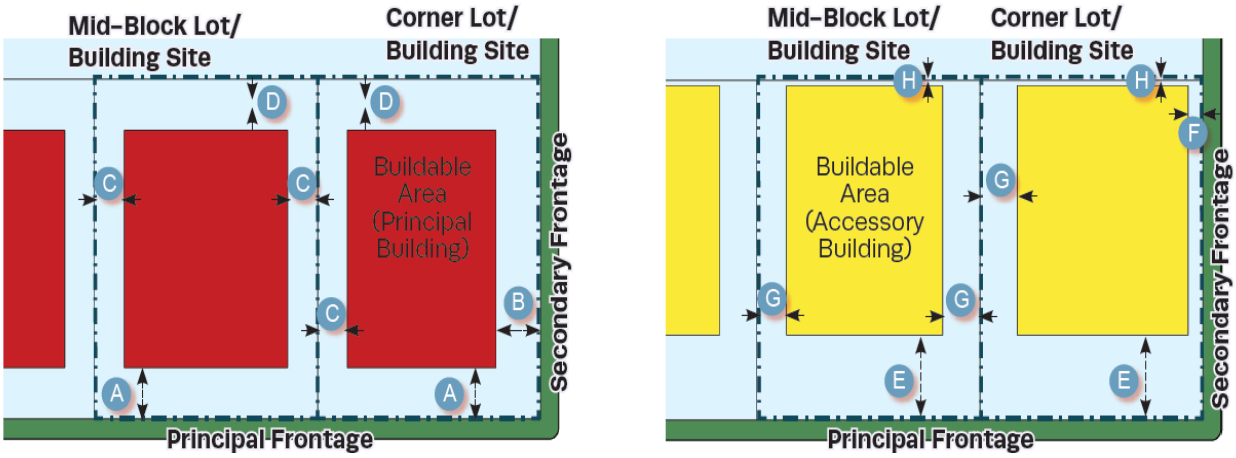
Permitted Uses

*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 5.1.7 (Principal Use Mix)**.*

Number of Buildings

Principal Building	1 max
Accessory Buildings	2 max

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, Principal Frontage	20 ft. min + Principal Building Front Setback / Yard	**E**
Front Setback / Yard, Secondary Frontage	30 ft. min	**B**	Front Setback / Yard, Secondary Frontage	30 ft. min	**F**
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**

CD-2 TABLE 4.3.1-A DISTRICT STANDARDS: RURAL CHARACTER DISTRICT

Building Standards	
Building Height*	
Principal Building	3 Stories max
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
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
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 Continued

Building Materials

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

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 5.1.6 (Building Type Mix)**.*

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 3rd Layer only, and in Driveway
Recreational Vehicles	**NP**	**P** in 3rd Layer only, and in Driveway
Heavy Equipment	**NP**	**P** in 3rd 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 3rd 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 2nd or 3rd Layer only; Min interior dimensions 10 ft. x 20 ft. per vehicle Parking space
Garage Design	If Garage faces Street in 1st or 2nd 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 1st Layer
Parking Structure	**NP**
Parking Structure Pedestrian Exit Location	**N/A**

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types* ** Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access	
Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**N/A**
Drive- Through Locations	**N/A**

CD-2 TABLE 4.3.1-A DISTRICT STANDARDS: RURAL CHARACTER DISTRICT

Non-Building Components

	1st Layer	2nd Layer	3rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	NP	P
Solar Panels	P if coplanar to and integrated into roof deign	P if coplanar to and integrated into roof deign	P
Antennas & Satellite Equipment	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception	P
Recreation or Play Equipment	NP	P	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)***

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

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/ Streetscreen 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 Screening	**N/A** (not permitted in District)	
Streetscreen Location Parcel Buffer Project Buffer	2nd Layer Sections 4.3.11.H Section 5.8	

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.

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*	*Applicable only to Development Parcels
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)***

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

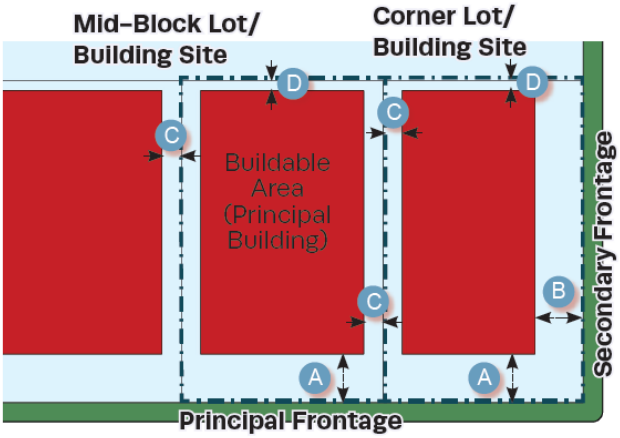
*See **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards)***

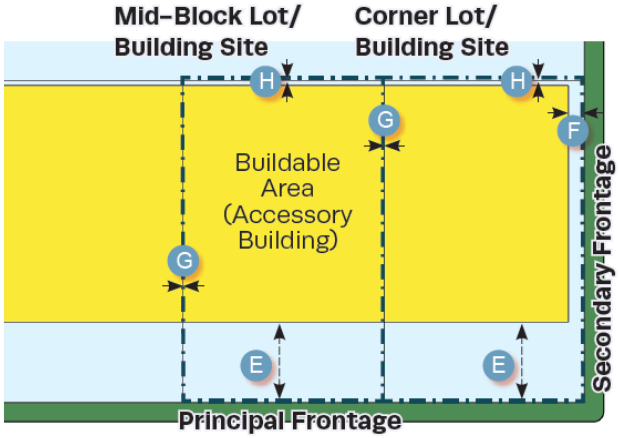
Permitted Uses

*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 5.1.7 (Principal Use Mix).***

Number of Buildings	
Principal Building	1 max
Accessory Buildings	2 max

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 ≤ 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**

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

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				
	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	**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			

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 5.1.6 (Building Type Mix).***

Vehicular Parking Requirements		
Parking Location		
	On-Street Parking	**Off-Street Parking**
Domestic Vehicles	P	P in 3rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3rd layer only, and in Driveway
Heavy Equipment	NP	P in 3rd 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 3rd 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 2nd or 3rd Layer only
Garage Design	Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space If Garage faces Street in 1st or 2nd 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 1st Layer
Parking Structure	NP
Parking Structure Pedestrian Exit Location	

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* ** Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access	
Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**N/A**
Drive- Through Locations	**N/A**

Non-Building Components	1st Layer	2nd Layer	3rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	**NP**	**NP**	**P**
Solar Panels	**P** if coplanar to and integrated into roof deign		**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		**P**
Recreation or Play 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 Standard)***

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
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.

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	**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 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 / Streetscreen Adjacent to or across Throughfare 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 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	2nd Layer	
Parcel Buffer	Section 4.3.11.H	
Project Buffer	Section 5.8	

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.





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)***

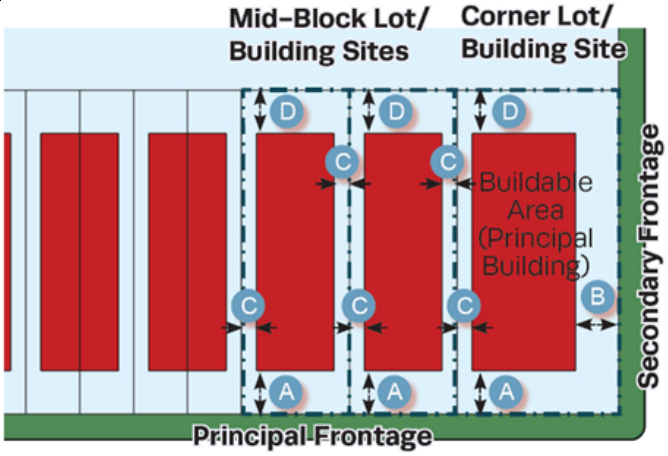
Permitted Uses

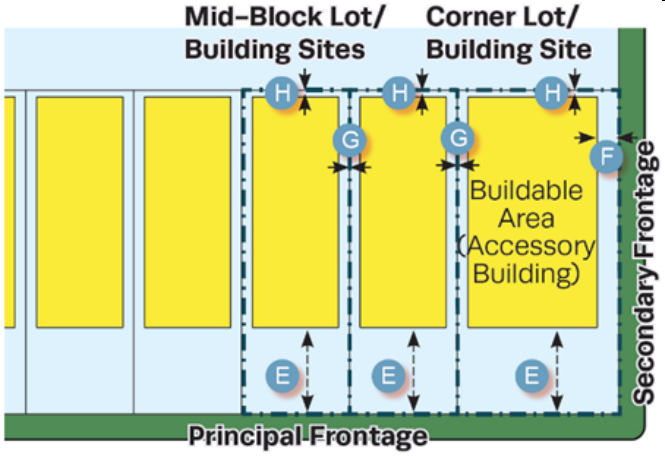
*See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses),** and **Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses).** For Development Parcels, see also **Table 5.1.7 (Principal Use Mix).***

Number of Buildings

Principal Building	1 max
Accessory Buildings	2 max

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 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 < 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	25 ft. min	A	Front Setback / Yard, Principal Frontage	20 ft. min behind Principal Building Frontage	E
Front Setback / Yard, Secondary Frontage	20 ft. min	B	Front Setback / Yard, Secondary Frontage	20 ft. min	F
Side Setback / Yard	8 ft. min	C	Side Setback / Yard	5 ft. min	G
Rear Setback / Yard	25 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

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**
Porch Frontages	Min. 6 ft. clear depth, excluding rails, pillars, columns or other features
Shopfront Frontages	**NR**
Façade Variety	**NR**

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				
	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 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	**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			

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 5.1.6 (Building Type Mix)**.*

Vehicular Parking Requirements		
Parking Location		
	On-Street Parking	**Off-Street Parking**
Domestic Vehicles	P	P in 3rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3rd layer only, and in Driveway
Heavy Equipment	NP	P in 3rd 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 3rd 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.
Garage Location	P In 2nd or 3rd Layer only
Garage Design	Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space If Garage faces Street in 1st or 2nd layer: max. Garage door width 33% of total Garage + Façade width
Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	20 ft. max in 1st 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* ** Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access	
Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**N/A**
Drive- Through Locations	**N/A**

Non-Building Components	**1st Layer**	**2nd Layer**	**3rd Layer**
HVAC Equipment, Utility, Service and Mechanical Equipment	**NP**	**P**	**P**
Solar Panels	**P** if coplanar to and integrated into roof deign	**P** if coplanar to and integrated into roof deign	**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception	**P**
Recreation or Play 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)***

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.

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 / Streetscreen Adjacent to or across Throughfare 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 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	2nd Layer
Parcel Buffer	Section 4.3.11.H
Project Buffer	Section 5.8

CD-4 TABLE 4.3.1-D DISTRICT STANDARDS: GENERAL URBAN CHARACTER DISTRICT



General Description

The CD-4 General Urban Character District consist 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 tress 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.



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

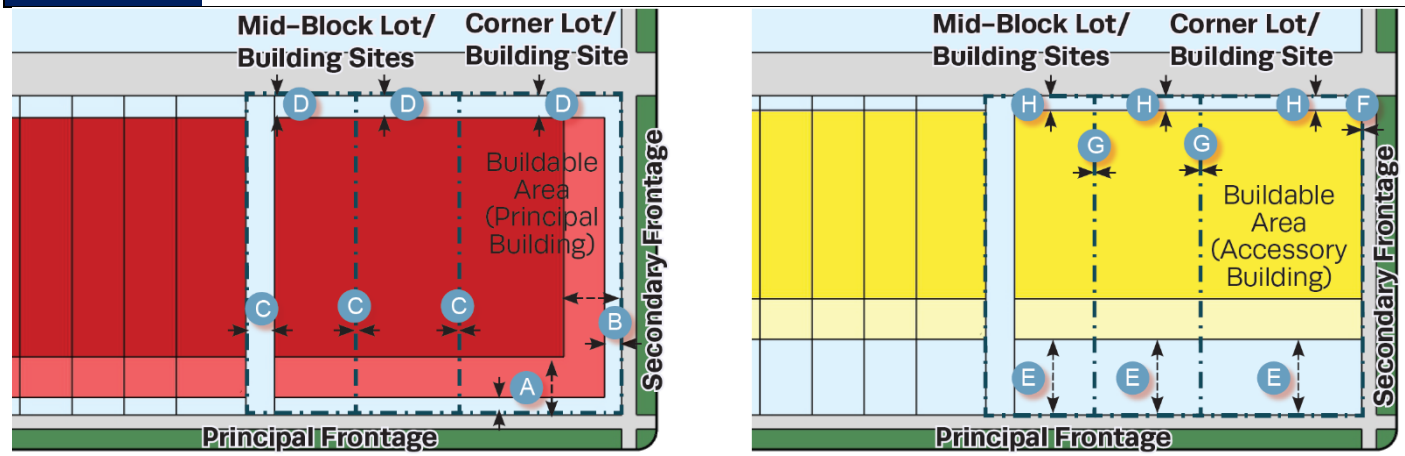
*See **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards)***

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 5.1.7 (Principal Use Mix).***

Number of Buildings	
Principal Building	1 max
Accessory Buildings	1 max

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.

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	0 ft. min	F
Side Setback / Yard	0 ft. min. between individual Townhouse Units & Duplex Units; otherwise, 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

CD-4 TABLE 4.3.1-D DISTRICT STANDARDS: GENERAL URBAN CHARACTER DISTRICT

Building Standards (continued)	
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 ≤ 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 Facade 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 1st 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

CD-4 TABLE 4.3.1-D DISTRICT STANDARDS: GENERAL URBAN 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	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).

CD-4 TABLE 4.3.1-D DISTRICT STANDARDS: GENERAL URBAN CHARACTER DISTRICT

Building Materials

	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 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**; 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, 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	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 5.1.6 (Building Type Mix).***

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 3rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3rd layer only, and in Driveway
Heavy Equipment	NP	P in 3rd 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 3rd layer only, and in Driveway

Additional Parking Requirements

Off-Street Parking Surface	Asphalt, concrete, or another hard surface
Garage Location	P In 3rd Layer only
Garage Design	Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space If Garage faces Street in 1st or 2nd 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 1st Layer if Residential; 36 ft. max in 1st 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*

** Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

CD-4 TABLE 4.3.1-D DISTRICT STANDARDS: GENERAL URBAN CHARACTER DISTRICT

Loading & Access	
Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only
Drive- Through Locations	**P** in 3rd Layer only

Non-Building Components	1st Layer	2nd Layer	3rd 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 deign		**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		**P**
Recreation or Play 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)***

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 ≥ 3ft. deep, plus if 1st Layer is ≥ 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 average 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

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	**Not at Frontage or Adjacent to Civic Space**
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 / Streetscreen Adjacent to or across Throughfare from Non-Multi-Family 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 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 parapet or other Building Element	
Self-Storage Warehouse Screening	**N/A** (not permitted in District)	
Streetscreen Location	2nd Layer	
Parcel Buffer	Section 4.3.11.H	
Project Buffer	Section 5.8	

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.





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*	*Applicable only to Development Parcels
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
Green	NP	Sport Field	NP
Square	P	Community Garden	P
Plaza	P	Pocket Park	P

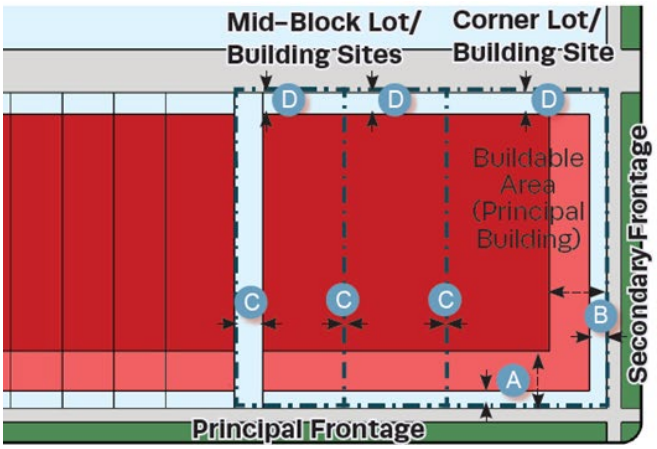
*See **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards)***

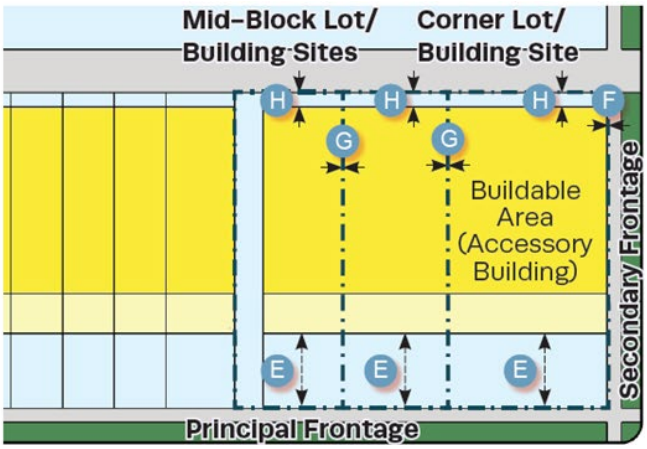
Permitted Uses

*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 5.1.7 (Principal Use Mix).***

Number of Buildings	
Principal Building	1 max
Accessory Buildings	1 max

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.

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**

CD-4C TABLE 4.3.1-E DISTRICT STANDARDS: GENERAL URBAN CORRIDOR CHARACTER DISTRICT

Building Standards	
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 ≤ 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 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 for transoms and sidelights, Windows in Facade 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 1st 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

CD-4C TABLE 4.3.1-E DISTRICT STANDARDS: GENERAL URBAN 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			
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, 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

CD-4C TABLE 4.3.1-E DISTRICT STANDARDS: GENERAL URBAN CORRIDOR CHARACTER DISTRICT

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 5.1.6 (Building Type Mix).***

Vehicular Parking Requirements

Parking Location

	On-Street Parking	Off-Street Parking
Domestic Vehicles	P	P in 3rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3rd layer only, and in Driveway
Heavy Equipment	NP	P in 3rd layer only, and in Driveway
Tractor Trailers (including trailers for storage)	NP	P in 3rd layer only, and in Driveway
All other vehicles	NP	P in 3rd layer only, and in Driveway except where the Lot or Building Site utilizing Commercial, Large-Scale Commercial, Mixed Use, or Flex buildings enfronts a Thoroughfare with an Arterial functional classification, a maximum of two bays of on-site parking and a drive aisle between the building and the Thoroughfare is permitted.

CD-4C TABLE 4.3.1-E DISTRICT STANDARDS: GENERAL URBAN CORRIDOR CHARACTER DISTRICT

Vehicular Parking Requirements (Continued)

Additional Parking Requirements	
Off-Street Parking Surface	Prepared surface of asphalt, concrete, or another hard surface
Garage Location	**P** In 3rd 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 1st Layer if Residential; 36 ft. max in 1st 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* ** Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

CD-4C TABLE 4.3.1-E DISTRICT STANDARDS: GENERAL URBAN CORRIDOR CHARACTER DISTRICT

Loading & Access	
Off-Street Loading and Storage	P in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	P in 3rd Layer only
Off-Street Trash Receptacle Locations	P in 3rd Layer only
Off-Street Dumpster Locations	P in 3rd Layer only
Drive- Through Locations	P in 3rd Layer only

Non-Building Components	1st Layer	2nd Layer	3rd 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 deign		P
Antennas & Satellite Equipment	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Play 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)***

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 ≥ 3ft. deep, plus if 1st Layer is ≥ 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** Where parking is located in the First Layer, continuous pedestrian connection shall be provided from the Main Entrance of the Building to the Frontage Line and adjacent uses by way of an elevated crosswalk traversing the parking area and connected sidewalks
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.

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	**Not at Frontage or Adjacent to Civic Space**
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 / Streetscreen Adjacent to or across Throughfare from Non-Multi-Family 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 Frontage and Civic Space by Building or Streetscreen; 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 Frontages or Adjacent to Civic Space. Where parking is located in the First Layer, it shall be screened by a landscape buffer at least 10 feet in width consisting of two canopy trees and two accent trees per 100 linear feet of property frontage.	
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	2nd Layer	
Parcel Buffer	Section 4.3.11.H	
Project Buffer	Section 5.8	

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.

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*

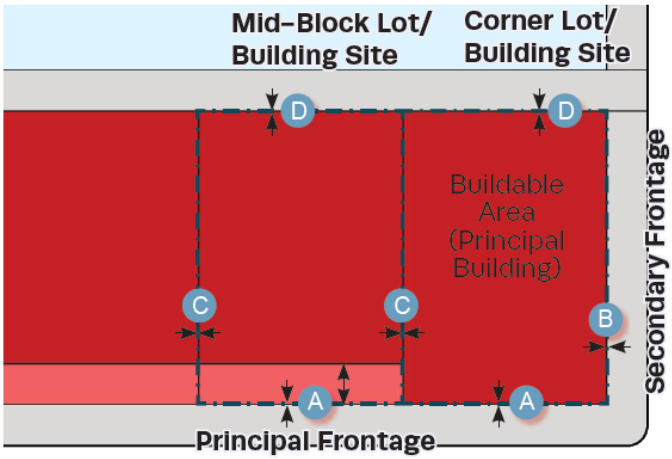
Natural Area	NP	Playground	P
Green	NP	Sport Field	NP
Square	P	Community Garden	P
Plaza	P	Pocket Park	P

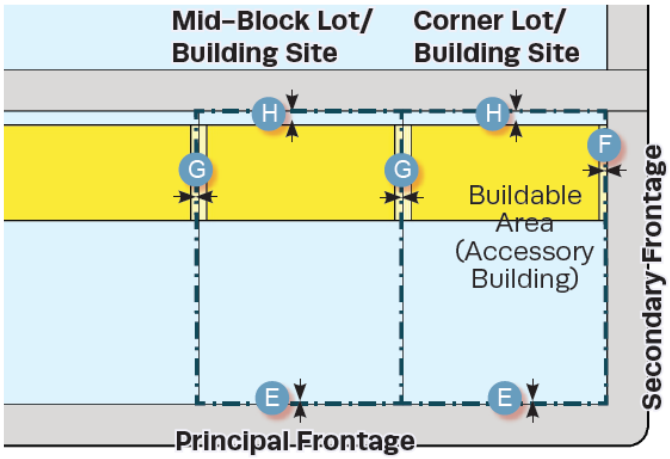
*See **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards)***

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 5.1.7 (Principal Use Mix).***

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS: URBAN CENTER CHARACTER DISTRICT





Number of Buildings	
Principal Building	1 max
Accessory Buildings	1 max
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 ≤ 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.

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS: URBAN CENTER CHARACTER DISTRICT

Setbacks / Yards					
Setbacks / Yards – Principal Building			**Setbacks / Yards – Accessory Building**		
Front Setback / Yard, Principal Frontage	0 ft. at corners; 0 ft. min; 15 ft. max. elsewhere	A	Front Setback / Yard, Principal Frontage	40 ft. max from rear property line; except	E
Front Setback / Yard, Secondary Frontage	0 ft. at corners; 0 ft. min; 15 ft. max. elsewhere	B	Side Setback / Yard	3 ft. max	F
Side Setback / Yard, each side	0 ft. min; 24 ft. max per side	C	Rear Setback / Yard	5 ft. min	G
Rear Setback / Yard	**NR**	D			

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

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS: URBAN CENTER CHARACTER DISTRICT

Building Standards (Continued)	
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 ≤ 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 Facade and 1st & 2nd 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 is **Required** for all Elevations
Window Trim in 1st 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 Shopfront Frontages	Min. 6 ft. clear depth, excluding rails, pillars, columns or other features 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				
	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

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS: URBAN CENTER CHARACTER DISTRICT

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 5.1.6 (Building Type Mix).***

Vehicular Parking Requirements

Parking Location

	On Street Parking	Off-Street Parking
Domestic Vehicles	P	P in 3rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3rd layer only, and in Driveway
Heavy Equipment	NP	P in 3rd layer only, and in Driveway
Tractor trailers (including trailers for storage)	NP	P in 3rd layer only, and in Driveway
All Other Vehicles	NP	P in 3rd layer only, and in Driveway

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS: URBAN CENTER CHARACTER DISTRICT

Additional Parking Requirements	
Off-Street Parking Surface	Prepared surface of asphalt, concrete, or another hard surface
Garage Location	**P** In 3rd 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 1st 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

Vehicular Parking Requirements
Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*	* Applicable only to Development Parcels

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access	
Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only
Drive- Through Locations	**P** in 3rd Layer only

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS: URBAN CENTER CHARACTER DISTRICT

Non-Building Components

	1st Layer	2nd Layer	3rd 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 deign	P if coplanar to and integrated into roof deign	P
Antennas & Satellite Equipment	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception	P
Recreation or Play 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)***

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS: URBAN CENTER CHARACTER DISTRICT

Private Landscaping and Fencing

Landscaping

NA if paved or ≤ 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

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	**Not at Frontage or Adjacent to Civic Space**
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	2nd Layer	
Parcel Buffer	Section 4.3.11.H	
Project Buffer	Section 5.8	

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.

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)***

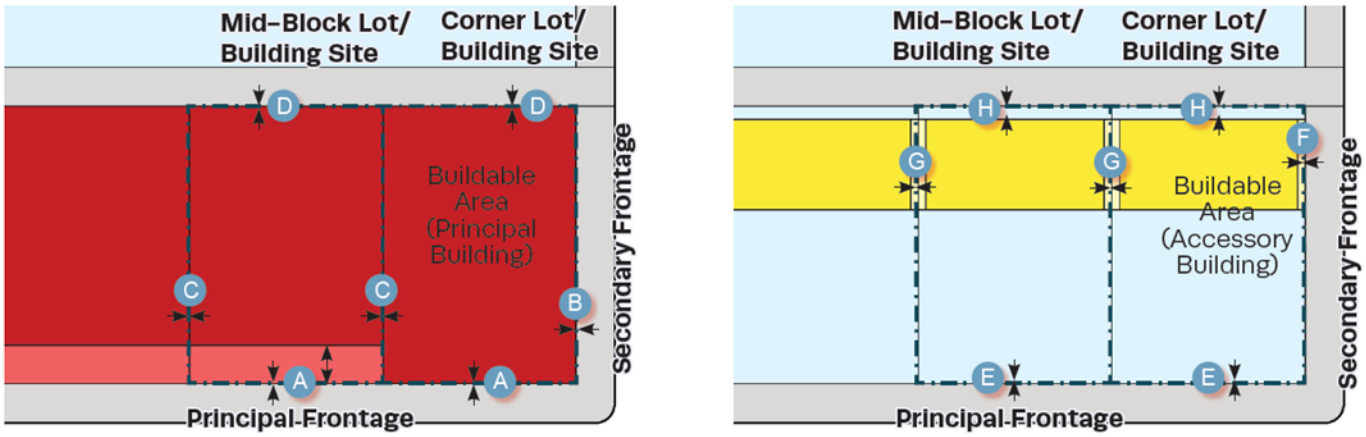
Permitted Uses

*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 5.1.7 (Principal Use Mix).***

Number of Buildings

Principal Building	1 max
Accessory Buildings	1 max

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 ≤ 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	0 ft. at corners; 0 ft. min; 15 ft. max elsewhere	A	Front Setback / Yard, Principal Frontage	40 ft. max. from rear property line	E
Front Setback / Yard, Secondary Frontage	0 ft. at corners; 0 ft. min; 15 ft. max elsewhere	B	Side Setback / Yard	3 ft. max.	F
Side Setback / Yard, each side	0 ft. min; 24 ft. max. per side	C	Rear Setback / Yard	3 ft. min. or 5 ft. min. if Garage door faces Rear Alley	G
Rear Setback	**NR**	D			

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 ≤ 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

CD-5C TABLE 4.3.1-G DISTRICT STANDARDS: URBAN CENTER CORRIDOR CHARACTER DISTRICT

Building Standards (Continued)	
Façade	
Window Types	Except in Shopfront or Gallery Frontage, and except for Transoms and sidelights, Windows in Facade and 1st & 2nd 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 is **Required** for all Elevations
Window Trim in 1st 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

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).

CD-5C TABLE 4.3.1-G DISTRICT STANDARDS: URBAN CENTER CORRIDOR CHARACTER DISTRICT

Building Standards (Continued)

Building Materials

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, 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 5.1.6 (Building Type Mix**).*

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 3rd layer only, and in Driveway
Recreational Vehicles	**NP**	**P** in 3rd layer only, and in Driveway
Heavy Equipment	**NP**	**P** in 3rd layer only, and in Driveway
Tractor trailers (including trailers for storage)	**NP** on-Street, except for delivery	**P** in 3rd layer only, and in Driveway and Temporary Use of trailers
All Other Vehicles	**NP**	**P** in 3rd Layer only, and in Driveway

Vehicular Parking Requirements (Continued)

Additional Parking Requirements

Off-Street Parking Surface	Prepared surface of asphalt, concrete, or another hard surface
Garage Location	**P** In 3rd 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 1st 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

CD-5C TABLE 4.3.1-G DISTRICT STANDARDS: URBAN CENTER CORRIDOR CHARACTER DISTRICT

Loading & Access

Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only
Drive- Through Locations	**P** in 3rd Layer only

Non-Building Components

	1st Layer	2nd Layer	3rd 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 deign		**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		**P**
Recreation or Play 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)***

CD-5C TABLE 4.3.1-G DISTRICT STANDARDS: URBAN CENTER CORRIDOR CHARACTER DISTRICT

Private Landscaping and Fencing			
Landscaping			
NA if paved or ≤ 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		

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	**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
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	2nd Layer	
Parcel Buffer	Section 4.3.11.H	
Project Buffer	Section 5.8	

SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED HOME PARK RESIDENTIAL SPECIAL DISTRICT

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.

SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED HOME PARK RESIDENTIAL SPECIAL DISTRICT

Density / Floor Area Ratio (FAR)

**Applicable only to Development Parcels*

6 Density Unites 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 5.1.7 (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

SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED 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	max. 25% of Manufactured Home Site
Impervious Surface Coverage	35% max
Building Site Enfrontment	Must enfront a vehicular Thoroughfare or Internal Drive, except ≤ 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] Non-Residential: 50 ft. min.	A	Side Yard-Per side	Residential:[1] Non-Residential: 2 Stories or less 15 ft. min 3 or more Stories 25 ft. min	B
Street Yard-Collector	Residential:[1] Non-Residential: 50 ft. min.	A	Side Yard-Total	Residential:[1] Non-Residential: **NR**	B
Street Yard-Minor	Residential:[1] Non-Residential: 50 ft. min.	A	Rear Yard	Residential:[1] 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.

SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED 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

SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED HOME PARK RESIDENTIAL SPECIAL DISTRICT

Building Types

Manufactured Homes & Associated Buildings

Vehicular Parking Requirements

Parking Location

	On-Street Parking	Off-Street Parking
Domestic Vehicles	P	P in 3rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3rd layer only, and in Driveway
Heavy Equipment	NP	P in 3rd layer only, and in Driveway
Tractor trailers (including trailers for storage)	NP on-Street except for delivery	P in 3rd layer only, and in Driveway
All Other Vehicles	NP	P in 3rd 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*

**Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED HOME PARK RESIDENTIAL SPECIAL DISTRICT

Loading & Access

Off-Street Loading and Storage	P in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	P in 3rd Layer only
Trash Receptacle Locations – Manufactured Home Sites	P in 3rd Layer only, except when moved to 1st or 2nd Layer for pickup
Community Trash Receptacle or Dumpster Locations	P in 3rd Layer only, must be screened from Frontage and fully enclosed on 3 sides and enclosed on the 4th side with self-closing gate
Drive- Through Locations	**N/A**

Non-Building Components

	1st Layer	2nd Layer	3rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	NP	P
Solar Panels	P if coplanar to and integrated into roof deign		P
Antennas & Satellite Equipment	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Play 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)***

SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED 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 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

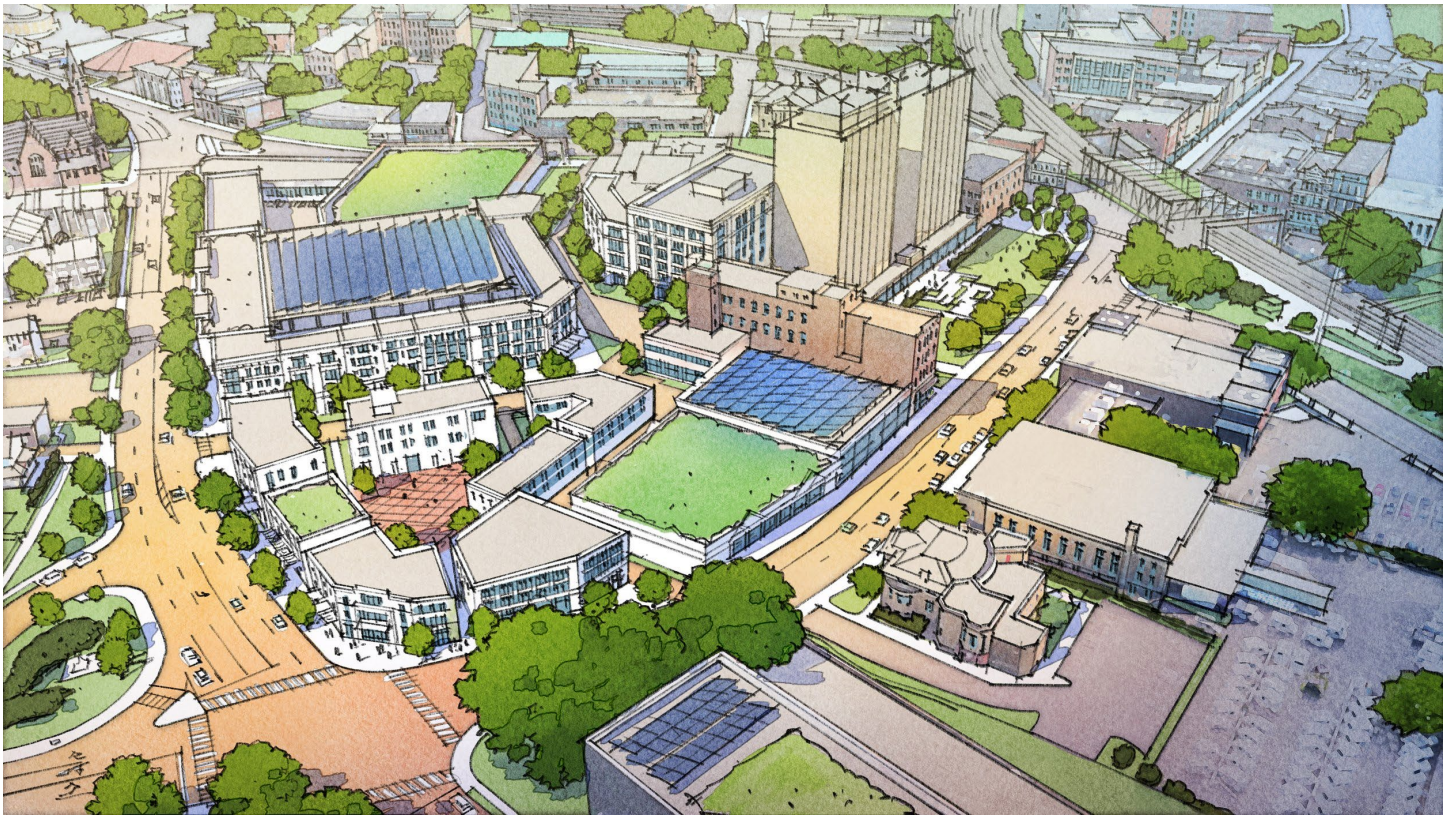
SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED HOME PARK RESIDENTIAL SPECIAL DISTRICT

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	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	**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	

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 top 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.



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*

**Applicable only to Development Parcels*

Block Perimeter	**NR**

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 5.1.7 (Principal Use Mix).***

Number of Buildings Per Lot or Building Site

Principal Building	1 max. per Lot or Building Site
Accessory Buildings	1 max.

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	
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) 60 ft. 2. Otherwise, 30 ft. — **A**
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; Otherwise, 10 ft. min [(1)(2)(3)] — **B**
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**

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:

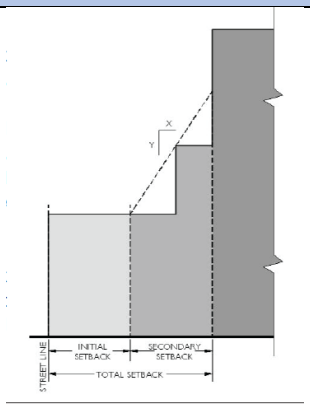
a. For all interior Lots between 80 ft. and 100 ft. deep, the required Rear Yard shall be reduced by an amount equal to the lesser of (1) 100 ft. minus the depth of the Lot or (2) 10ft.

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.

	Otherwise, 10 ft. min [1][2][3]

SD-INT TABLE 4.3.1-I DISTRICT STANDARDS: INTERSTATE SERVICE SPECIAL DISTRICT

Building Standards		
Building Height*		
Principal Building	Initial Stepback = depth of required Front Setback / Street Yard, within which no Structure is allowed Max, height within 1st 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 of 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

SD-INT TABLE 4.3.1-I DISTRICT STANDARDS: INTERSTATE SERVICE SPECIAL DISTRICT

Building Standards (Continued)	
Façade (Continued)	
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 ≤ 20 ft. apart. In Stories above first, Façade openings must be ≤ 50% of 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 1st & 2nd 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 1st 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	

SD-INT TABLE 4.3.1-I DISTRICT STANDARDS: INTERSTATE SERVICE SPECIAL DISTRICT

Building Standards (Continued)

Building Materials

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

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 5.1.6 (Building Type Mix).***

SD-INT TABLE 4.3.1-I DISTRICT STANDARDS: INTERSTATE SERVICE SPECIAL DISTRICT

Vehicular Parking Requirements (Continued)

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 1st Layer if Residential; 36 ft. max. in 1st 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*

**Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

SD-INT TABLE 4.3.1-I DISTRICT STANDARDS: INTERSTATE SERVICE SPECIAL DISTRICT

Loading & Access

Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Trash Receptacle Locations – Manufactured Home Sites	**P** in 3rd Layer only, except when moved to 1st or 2nd Layer for pickup
Community Trash Receptacle or Dumpster Locations	**P** in 3rd Layer only, must be screened from Frontage and fully enclosed on 3 sides and enclosed on the 4th side with self-closing gate
Drive- Through Locations	**P** in 3rd Layer only

Non-Building Components

	1st Layer	2nd Layer	3rd 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 deign		**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		**P**
Recreation or Play 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**

SD-INT TABLE 4.3.1-I DISTRICT STANDARDS: INTERSTATE SERVICE SPECIAL DISTRICT

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-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
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	**NR**
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

SD-INT TABLE 4.3.1-I DISTRICT STANDARDS: INTERSTATE SERVICE SPECIAL DISTRICT

Screens, Street-Screens & Buffers		
Height		
	At Front 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; 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	

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.

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 5.1.7 (Principal Use Mix).***

Number of Buildings Per Lot or Building Site
Principal Building
Accessory Buildings

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 vis 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 40 ft. (1) . Otherwise , 20ft.	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	3. For sites abutting a Residential District, 50 ft. along the common boundary; 4. Otherwise, 20 ft. min (1)(2)(3))(4)	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.

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 Element Design Proportions	**NR** Flex Building with Industrial Category Use Other – Must be vertically proportioned
Blank Walls	**NP** at Frontage
Façade Articulation	**NR** Flex Building with Industrial Category Use 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.

SD-LI TABLE 4.3.1-J DISTRICT STANDARDS: LIGHT INDUSTRIAL SPECIAL DISTRICT

Building Standards (Continued)	
Façade (Continued)	
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 Others - Square or vertical in proportion, except transoms
Window Alignment	**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 Facade and 1st & 2nd 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 1st 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**
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

SD-LI TABLE 4.3.1-J DISTRICT STANDARDS: LIGHT INDUSTRIAL SPECIAL DISTRICT

Building Standards (Continued)

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

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

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 5.1.6 (Building Type Mix).***

SD-LI TABLE 4.3.1-J DISTRICT STANDARDS: LIGHT INDUSTRIAL SPECIAL DISTRICT

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 3rd Layer only.
Recreational Vehicles	**NP**	**P** in any Required Yard, unless specifically prohibited* Except Residential and Commercial in 3rd Layer only.
Heavy Equipment	**NP**	**P** in any Required Yard, unless specifically prohibited* Except Residential and Commercial in 3rd Layer only.
Tractor Trailers (including trailers for storage)	**NP**	**P** in any Required Yard, unless specifically prohibited* Except Residential and Commercial in 3rd Layer only.
All other Vehicles	**NP**	**P** in any Required Yard, unless specifically prohibited* Except Residential and Commercial in 3rd 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 3rd 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 1st Layer and 2nd Layer if Residential; 24 ft. max in 1st 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

SD-LI TABLE 4.3.1-J DISTRICT STANDARDS: LIGHT INDUSTRIAL SPECIAL DISTRICT

Vehicular Parking Requirements (Continued)	
Bicycle Parking	
See Section 4.3.13	
Thoroughfare & Internal Drive Types*	**Applicable only 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 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only, must be Screened from Frontage and fully enclosed on 3 sides and enclosed on the 4th side with self-closing gate
Drive- Through Locations	**P** in 3rd Layer only

Non-Building Components	1st Layer	2nd Layer	3rd 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 deign		**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		**P**
Recreation or Play 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**

SD-LI TABLE 4.3.1-J DISTRICT STANDARDS: LIGHT INDUSTRIAL SPECIAL DISTRICT

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 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

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	**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
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 Parcel Buffer Project Buffer	2nd Layer Section 4.3.11.H Section 5.8	

SD-HI TABLE 4.3.1-K DISTRICT STANDARDS: HEAVY INDUSTRIAL SPECIAL DISTRICT

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.

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 5.1.6 (Principal Use Mix).***

Number of Buildings

Principal Building

Accessory Buildings

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: 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. c. 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 . 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

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.

Rear Yard	As applicable: 1. For sites abutting a Residential District, 50 ft. along the common boundary; 2. Otherwise, 20 ft. min [(1)(2)(3))(4)]	C

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
Window Trim in 1st Layer	**NR**
Shutters	**NR**
Façade Window Sill Height	**NR**
Porch Frontages	**NR**
Shopfront Frontages	**NR**
Façade Variety	**NR**

Roof Type & Pitch

NR

Roof Design

NR

Building Materials

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	Off-Street Parking
Domestic Vehicles	NP	P in any Required Yard, unless specifically prohibited* Except Residential and Commercial in 3rd Layer only.

SD-HI TABLE 4.3.1-K DISTRICT STANDARDS: HEAVY INDUSTRIAL SPECIAL DISTRICT

Vehicular Parking Requirements (Continued)	
Additional Parking Requirements	
Off-Street Parking Surface	Asphalt or concrete
Garage Location	**P** In 3rd Layer only
Garage Design	**NR**
Driveway/ Vehicular Entrance Location	**P** in any Layer
Driveway/ Vehicular Entrance Maximum Width	10 ft max. in 1st Layer and 2nd Layer if Residential; 36 ft. max in 1st 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* **Applicable only 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 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only, must be Screened from Frontage and fully enclosed on 3 sides and enclosed on the 4th side with self-closing gate
Drive- Through Locations	**P** in 3rd Layer only

SD-HI TABLE 4.3.1-K DISTRICT STANDARDS: HEAVY INDUSTRIAL SPECIAL DISTRICT

Non-Building Components

	1st Layer	2nd Layer	3rd 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 deign		P
Antennas & Satellite Equipment	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Play 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 ≥ 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 ≥ 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**

SD-HI TABLE 4.3.1-K DISTRICT STANDARDS: HEAVY INDUSTRIAL SPECIAL DISTRICT

Private Landscaping and Fencing	
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	2nd Layer
Parcel Buffer	Section 4.3.11.H
Project Buffer	Section 5.8

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 one 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.



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

*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 5.1.6 (Principal Use Mix).***

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	
Lot/ Building Site Width	18 ft. min; 180 ft. max; 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. 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.
Frontage Buildout	60% min.
Lot/ Building Site Area	**NR**
Impervious Surface Coverage	70% max; except 90% max. for each group of attached Townhouse units.
Lot/ Building Site Enfrontment	Must enfront a vehicular Thoroughfare or Internal Drive, except ≤ 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.

PUD-R TABLE 4.3.1-L DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

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
Rear Setback	10 ft. min.	D			

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 3rd 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.

PUD-R TABLE 4.3.1-L DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

Building Composition	
Vertical Composition	Each Principal Building must have an identifiable Base, Middle & Cap
Finished Floor Level	Min. 18 in. 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	Façade windows, and/or doors spaced ≤ 20 ft. apart In Stories above first Façade openings must be ≤ 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 Facade and 1st & 2nd 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 is **Required** for all Elevations
Window Trim in 1st 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

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

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

PUD-R TABLE 4.3.1-L DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

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
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 5.1.6 (Building Type Mix)****.*

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 3rd 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 1st Layer if Residential; 24 ft. max in 1st 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* **Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

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 3rd 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 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only, must be Screened from Frontage and fully enclosed on 3 sides and enclosed on the 4th side with self-closing gate
Drive- Through Locations	**P** in 3rd Layer only

Non-Building Components

	1st Layer	2nd Layer	3rd 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 deign		**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd 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)

PUD-R TABLE 4.3.1-L DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

Private Landscaping and Fencing

Landscaping

Required if 1st Layer ≥ 3ft, 30% of 1st Layer must be landscaped, with continuous shrubs along foundation at Façade and additionally if 1st Layer ≥ 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

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

PUD-R TABLE 4.3.1-L DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

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	2nd Layer
Parcel Buffer	Section 4.3.11.H
Project Buffer	Section 5.8

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 an 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.



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

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*			
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

*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 5.1.6 (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 ≤ 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 attached Buildings; Otherwise, 10-24 ft.	C	Rear Setback / Yard	3 ft. max	G
Rear Setback	**NR**	D			

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.

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 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 ≤ 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 1st & 2nd Layers must be single-hung, double-hung, casement or awning types. In Stories above first, Façade openings must be ≤ 50% of total Façade area.

PUD-MU TABLE 4.3.1-M DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT – MIXED USE

Building Standards (Continued)

Façade (Continued)	
Window Glazing Material	Clear glass is **Required** for all Elevations
Window Trim in 1st 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

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).

PUD-MU TABLE 4.3.1-M DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT – MIXED USE

Building Materials

	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	P	Commercial	P
Duplex	P	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 5.1.6 Building Type Mix).***

Additional Parking Requirements	
Off-Street Parking Surface	Asphalt, concrete, or another hard surface
Garage Location	**P** In 3rd 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

Vehicular Parking Requirements

Parking Location

	On-Street Parking	Off-Street Parking
All Vehicles	**P**	**P** in 3rd Layer only

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*

**Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

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 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**Required** per Table 4.3.14.b (Loading Requirements); **P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only, must be Screened from Frontage and fully enclosed on 3 sides and enclosed on the 4th side with self-closing gate
Drive- Through Locations	**P** in 3rd Layer only

Non-Building Components	1st Layer	2nd Layer	3rd 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 deign		**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		**P**
Recreation or Play 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)***

PUD-MU TABLE 4.3.1-M DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT – MIXED USE

Private Landscaping and Fencing

Landscaping

Required if 1st Layer ≥ 3ft, 30% of 1st Layer must be landscaped, with continuous shrubs along foundation at Façade and additionally if 1st Layer ≥ 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 ≤ 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 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.

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	**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

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

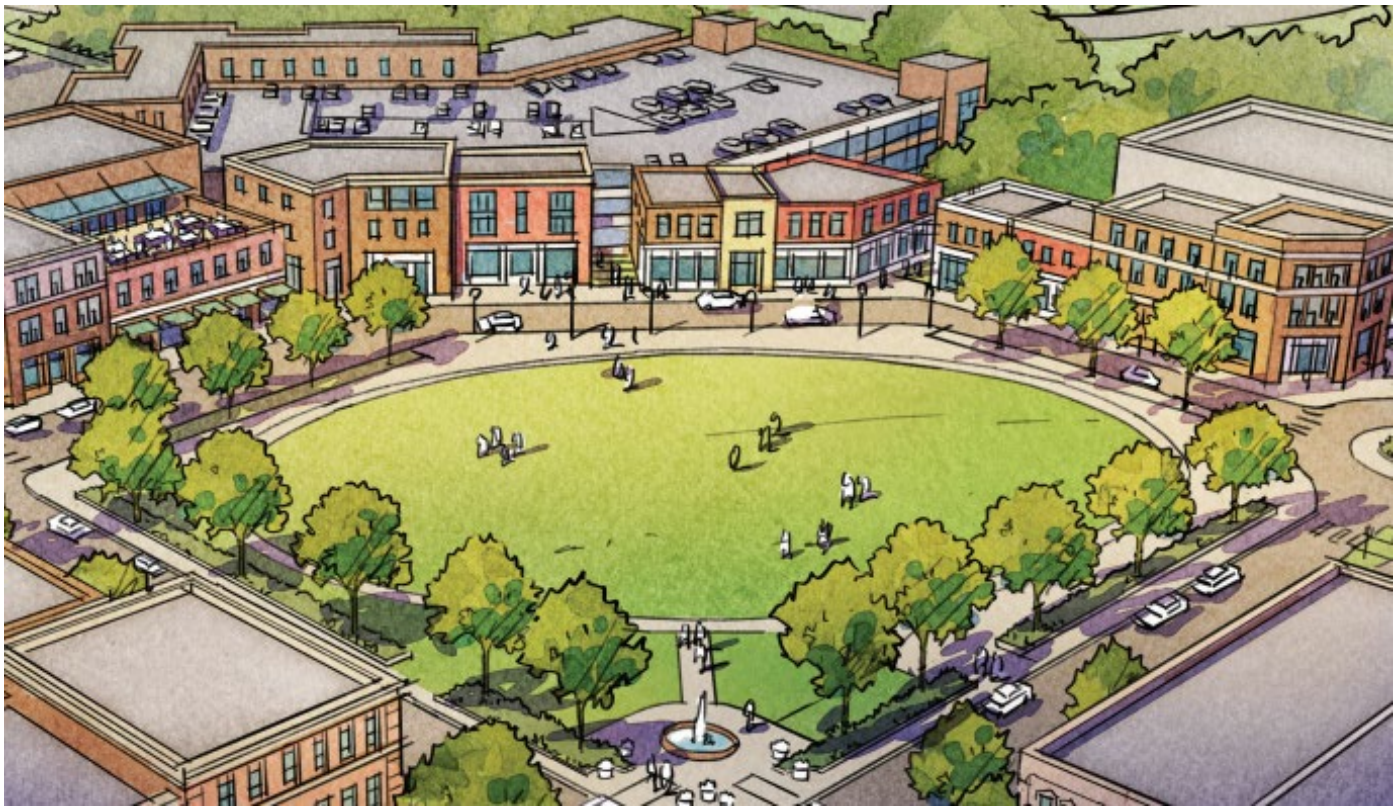
Additional Standards	
Non-Residential & Multi-Family Residential Screen. Street Screen Adjacent to or across Thoroughfare from Non-Family Residential	**NR**
Screening of Parking, Loading Areas, Service Areas, Outdoor Storage, Drive-Throughs, Trash Receptacle/Dumpsters, HVAC and other equipment Screened 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	2nd 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.

OTHER DISTRICTS FROM PREVIOUS ORDINANCES TO BE REGULATED BY THEIR PUD APPROVALS.

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT



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.

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

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 5.1.7 (Principal Use Mix).***

Number of Buildings Per Lot or Building Site	
Principal Building	1 max
Accessory Buildings	1 max

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

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	
Vertical Composition	Each Principal Building must have an identifiable Base Middle & Cap
Finished Floor Level	**NR**

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

Building Standards (Continued)	
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 ≤ 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 Facade and 1st & 2nd 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 is **Required** for all Elevations
Window Trim in 1st 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	**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 Facade
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).	

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

Building Standards (Continued)				
Building Materials				
	Brick	P	Authentic stucco over	P
	Natural stone	P	Exposed concrete	NP
	Wood	P	Vinyl or Aluminum	NP
	Cementitious siding	P	Corrugated and/or	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	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 5.1.6 (Building Type Mix).***

Vehicular Parking Requirements		
Parking Location		
	On-Street Parking	**Off-Street Parking**
Domestic Vehicles	P	P in 3rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3rd layer only, and in Driveway
Heavy Equipment	NP	P in 3rd 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 3rd Layer only, and in Driveway

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

Vehicular Parking Requirements (Continued)	
Additional Parking Requirements	
Off-Street Parking Surface	Prepared surface of gravel, asphalt, concrete, or another hard surface
Garage Location	**P** In 3rd 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 1st and 2nd 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*	**Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access	
Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only, must be Screened from Frontage and fully enclosed on 3 sides and enclosed on the 4th side with self-closing gate
Drive- Through Locations	**P** in 3rd Layer only

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

Non-Building Components

	1st Layer	2nd Layer	3rd 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 deign		P
Antennas & Satellite Equipment	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Play 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)

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.

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

Private Landscaping and Fencing (Continued)			
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

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

Private Landscaping and Fencing (Continued)	
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	2nd Layer

4.3.3 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-N (District 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-N (District Standards).

C. Enfrontment

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-N (District Standards).

D. Through Lots

Through Lots and Building Sites are prohibited, except

1. Blocks entirely comprised of Civic Spaces;
   a. Lots and Building Sites enfronting a roadway with a functional classification of Principal Arterial; and
   b. 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-N (District Standards)** shall be applicable to each Lot, Building Site, or parcel of land
2. Il 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-N (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 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.
   c. 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.

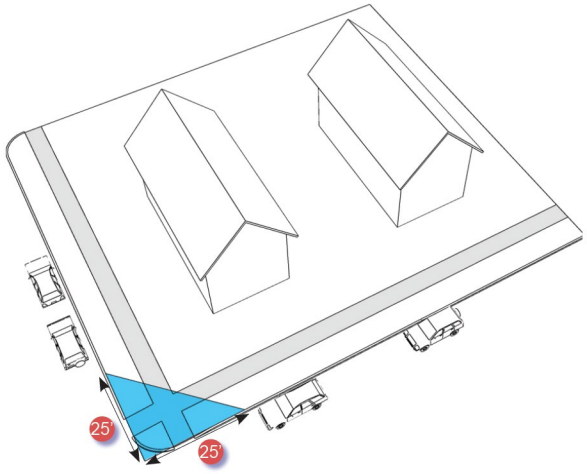
F. Lots in Two Districts

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

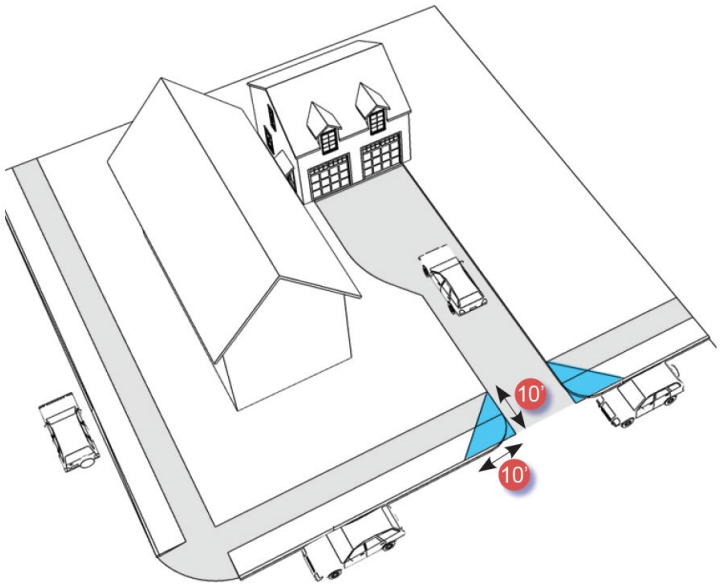
1. On a Corner Lot or Building Site, no Fence, Wall, hedge, Structure, or planting more than 3 feet in height, measured above the Curb level shall be erected, placed, or maintained within the triangular area formed by the intersecting lines of the curbs of the enfronting Thoroughfares or Internal Drives 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)



2. 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.

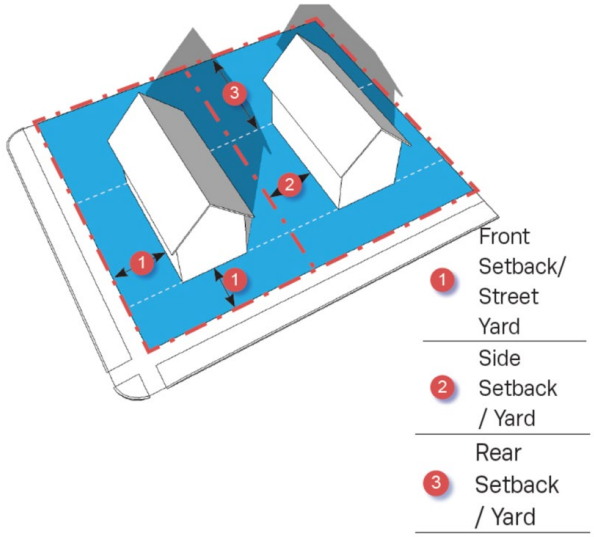
1. No Building shall be erected on a Lot or Building Site that does not Abut an open public Thoroughfare, an approved private Thoroughfare or Internal Drive, or an approved private vehicular access Easement.
2. Where access is provided by an approved private street or Easement, an Easement for the same 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.

4.3.4 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-N (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.

ILLUSTRATION 4.3.4.A SETBACK /YARD DESIGNATIONS

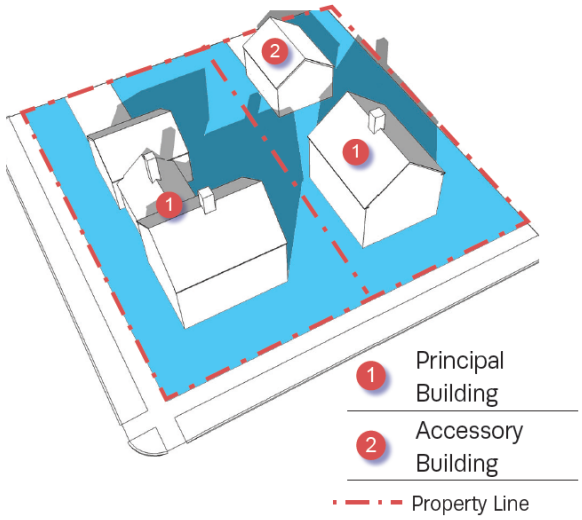


B. Principal Buildings

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-N (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

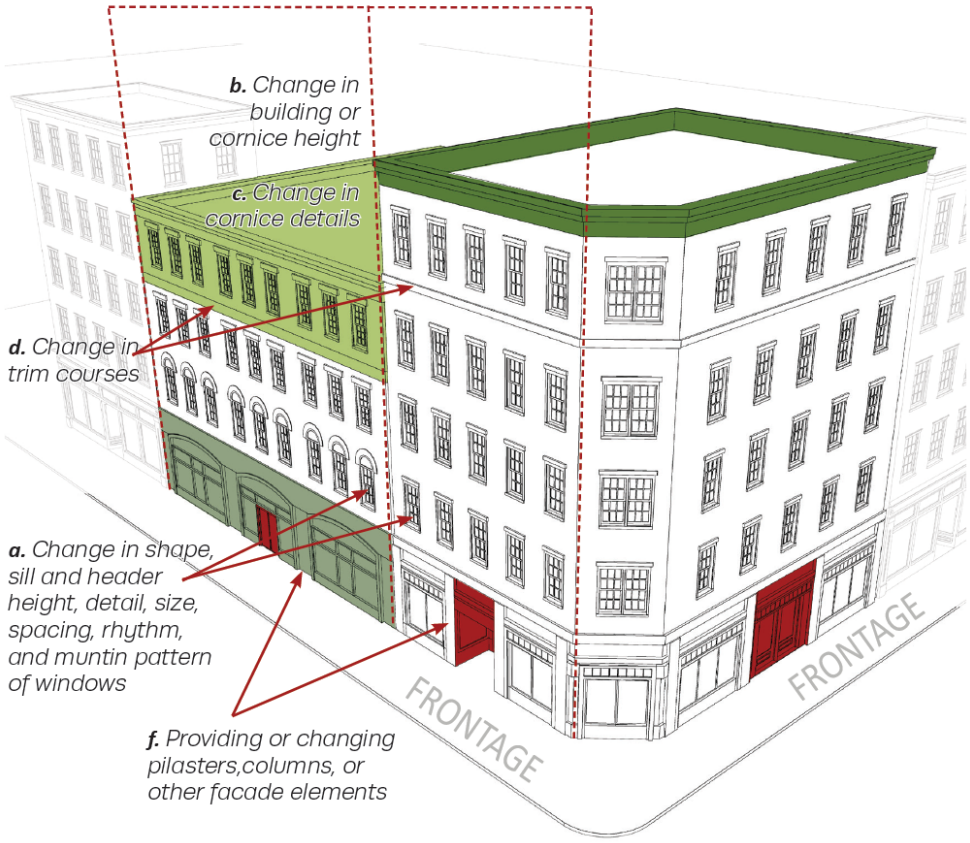
1. Within each District:
   a. The number of Accessory Buildings on each Lot or Building Site must not exceed that indicated in **Tables 4.3.1-A - 4.3.1-N (District Standards);** and
2. Any such Accessory Buildings must be located as specified in **Tables 4.3.1-A - 4.3.1-N (District Standards)** as applicable and illustrated generally in **Illustration 4.3.4.B (Principal Building / Accessory Building).**
3. 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.
4. 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-N (District 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.
5. 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.
6. 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.

4.3.5 BUILDING STANDARDS

A. Facade

1. Principal Building Facades shall conform to **Tables 4.3.1-A - 4.3.1-N (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-N (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-N (District Standards).**

D. Roof Type & Pitch

Building roof type and pitch must conform to **Tables 4.3.1-A - 4.3.1-N (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-N (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.

ILLUSTRATION 4.3.5.D-1 (ROOF TYPES)

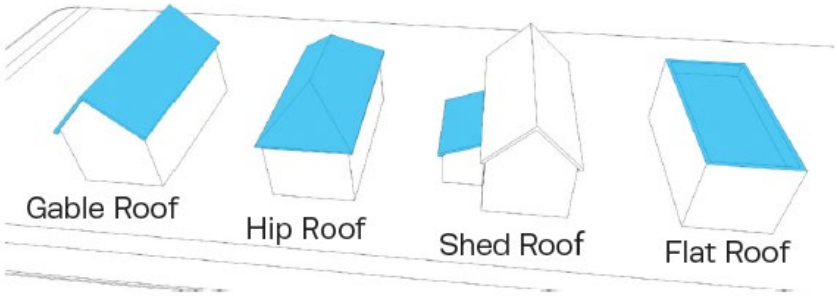
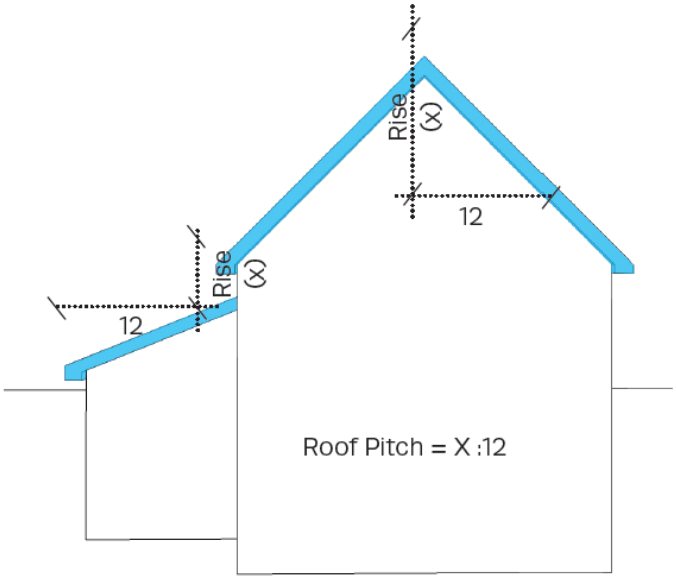


ILLUSTRATION 4.3.5.D-2 (ROOF PITCH)



4.3.6 FENCES & WALLS

A. Fences and non-Building Walls

1. Fences and non-Building Walls shall not:
   a. Encroach a public right-of-way, including Alleys, or in areas reserved or dedicated for public right-of-way;
   b. Obstruct sight distance visibility of intersections or driveways;
   c. Block access within an access easement; or
   d. Block access to fire hydrants, mechanical equipment, or utility equipment.
2. A finished side of all fences shall face off site
3. 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.

B. 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-N (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.

C. 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-N (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.

D. 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.
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.

4.3.7 PRIVATE FRONTAGE, BUILDING FORM & BUILDING TYPE; FLOOR ELEVATION

A. Private Frontage – General

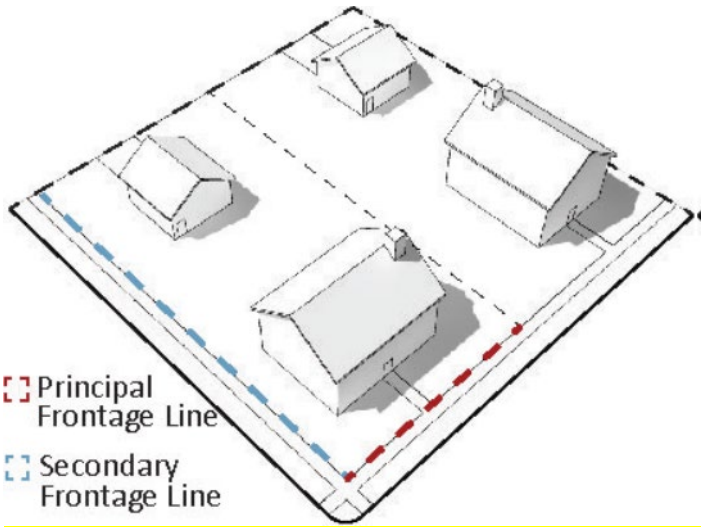
The Private Frontage of each Lot or Building Site must conform to and be allocated in accordance with **Table 4.3.7.A (Private Frontage Types Summary) Table 4.3.7B (Private Frontage Types),** and **Tables 4.3.1-A - 4.3.1-N (District Standards).**

B. Private Frontage – Corner Lots / Building Sites

Principal Buildings on Corner Lots or Building sites shall have two Private Frontages:

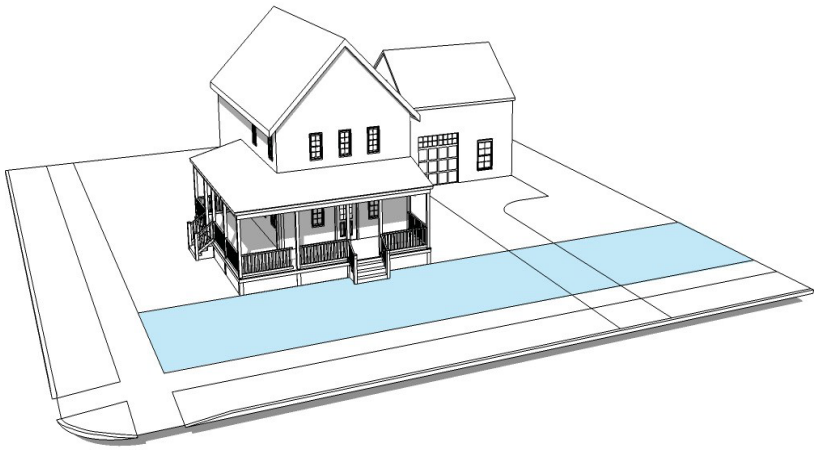
1. a Principal Frontage and
2. a Secondary Frontage(s), as illustrated generally in Illustration 4.3.7.B-2 (Frontage & Lot / Building Site Lines).

ILLUSTRATION 4.3.7.B-2 (FRONTAGE & LOT / BUILDING SITE LINES)



COMMON YARD

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-2	CD-3L	CD-3	CD-4	CD-4C	SD-MHP	PUD-R

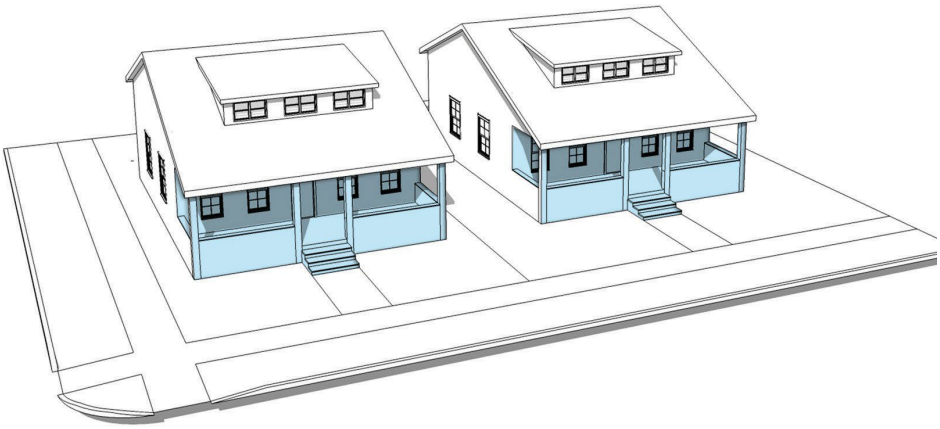
A planted Frontage wherein the Facade is set back substantially from the Frontage Line, and the Front Yard so created remains unfenced and is visually continuous with Adjacent yards, supporting a common landscape. This may be used with or without a Porch.





PORCH

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-2	CD-3L	CD-3	CD-4	CD-4C	SD-MHP	PUD-R

A planted Frontage wherein the Facade is set back from the Frontage Line with an attached exterior covered area large enough to accommodate outdoor furniture and/or gathering, which is permitted to Encroach into the Front Setback. This may be used with or without a Fence to maintain Thoroughfare / Internal Drive spatial definition.







FENCE

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-2	CD-3L	CD-3	CD-4	CD-4C	SD-MHP	PUD-R

A Frontage wherein the Facade is set back from the Frontage Line, and the Front Yard so created is separated from the Public Frontage by a Fence. This may be used with or without a Porch







TERRACE/LIGHTWELL

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-4	CD-4C	CD-5	CD-5C	PUD-R	PUD-MU

A Frontage wherein the Facade is set back from the Frontage Line by an elevated landing and a sunken Lightwell. This type buffers Residential Uses from urban Sidewalks with the first Story elevated from the Sidewalk for privacy, and may allow for activation of space below grade. An exterior stair and landing provides access to the entrance. This type is recommended for ground-floor Residential Use.





FORECOURT

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-4 | CD-4C | CD-5 | CD-5C | PUD-R | PUD-MU

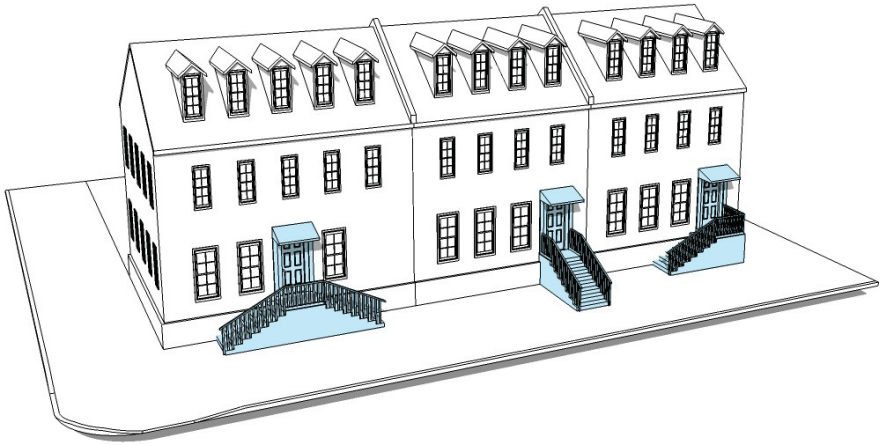
A Frontage wherein a portion of the Facade is close to the Frontage Line and the central portion is set back creating a gathering space for residents or additional shopping or restaurant seating area within Retail / Personal Service / Repair / Art / Artisan Use areas. This type should be used sparingly and may be used in conjunction with other Frontage types.





STOOP

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-3	CD-4	CD-4C	CD-5	CD-5C	SD-MUP	PUD-MU	PUD-R

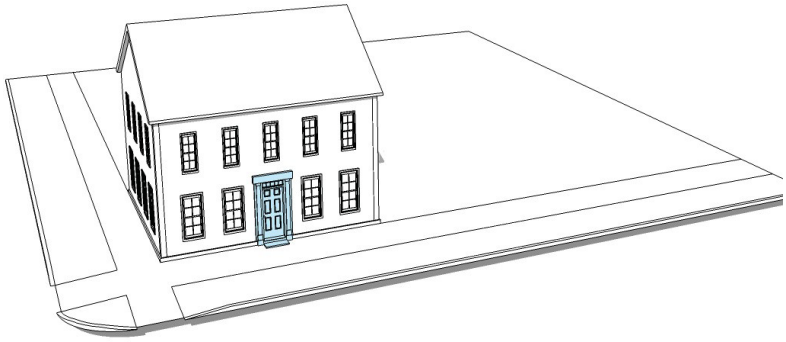
A Frontage wherein the Facade is aligned close to the Frontage Line with the first Story elevated from the Sidewalk for privacy. An exterior stair and landing provide access to the entrance. This type is recommended for ground-floor Residential Use.





STEPFRONT

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-4	CD-5	PUD-R	PUD-MU

A Frontage wherein the Facade is aligned very close to the Frontage Line. The entrance is usually an exterior single step without a landing. This type is recommended for ground floor Residential / Retail / Personal Service / Art / Artisan Use.

SHOPFRONT

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

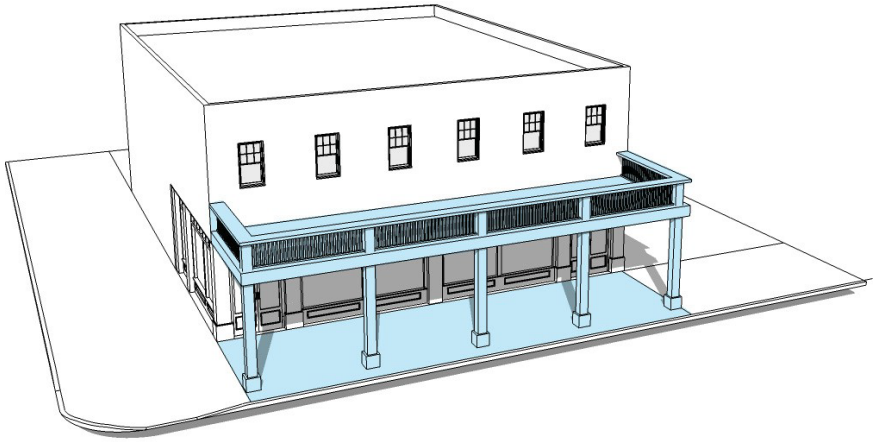
CD-4	CD-4C	CD-5	CD-5C	SD-LI	PUD-MU	PUD-R

A Frontage conventional for Retail / Personal Service / Repair / Art / Artisan Use, wherein the Facade is aligned close to or at the Frontage Line with the Building entrance at Sidewalk grade. This Frontage has substantial glazing at the Sidewalk level and may include an awning overlapping the Sidewalk.





GALLERY TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-4	CD-4C	CD-5	CD-5C	SD-INT	PUD-R	PUD-MU

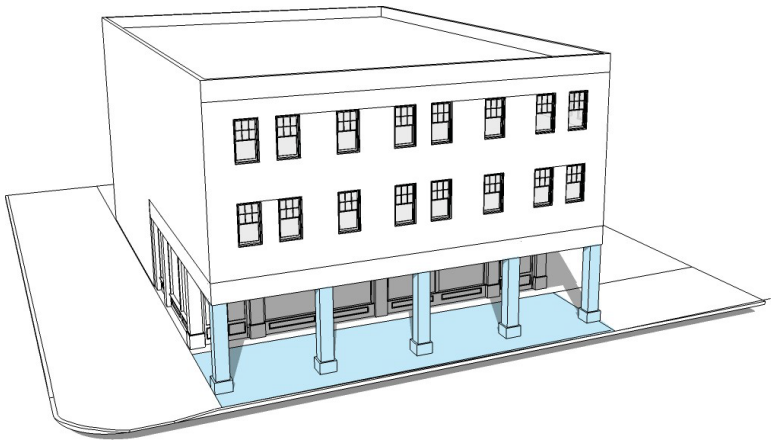
A Private Frontage conventional for Retail / Personal Service / Repair / Art / Artisan Use, wherein the Facade is aligned close to the Frontage Line with an attached cantilevered shed or lightweight colonnade overlapping the Sidewalk.





ARCADE

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-5 CD-5C PUD-MU

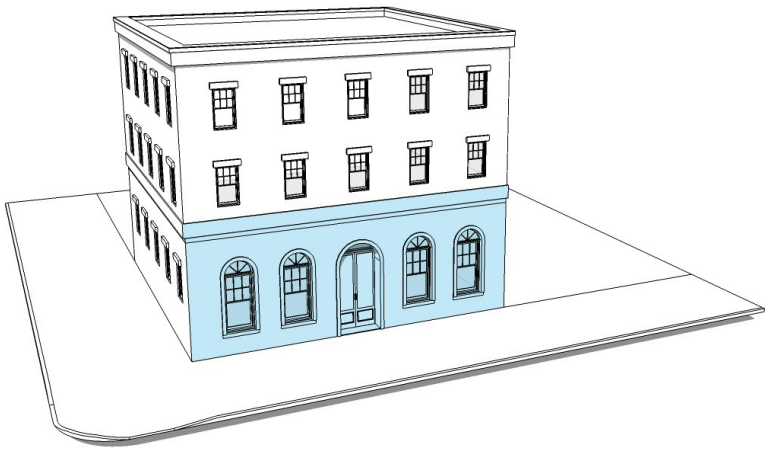
A Private Frontage conventional for Retail / Personal Service / Repair / Art / Artisan Use, wherein a colonnade supporting habitable space in one or more upper levels overlaps the Sidewalk, while the Façade at the first level remains at the Frontage Line.





OFFICEFRONT

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-4 | CD-4C | CD-5 | CD-5C | PUD-MU

A Frontage wherein the Facade is aligned close to or at the Frontage Line with the Building entrance at or above Sidewalk grade. This type is conventional for Office Use. It may have a substantial glazing on the Facade.





4.3.8 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 DISTRICTS
	MANUFACTURED HOME A detached one family dwelling constructed as a single self-contained unit and mounted on a single chassis transportable 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 Detached Dwelling, situated on a medium or large Lot or Building Site with an Edgeyard, often shared with an Accessory Building in the rear.	CD-2 CD-3L CD-3 CD-4 CD-4C PUD-R CD-5
	**Duplex** 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.	CD-3 CD-4 CD-5 PUD-R CD-4C

	Townhouse 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.	CD-4 CD-5 SD-INT PUD-MU CD-4C CD-5C PUD-R
	Small Multi-Family Building 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-4 CD-5 SD-LI PUD-MU CD-4C CD-5C PUD-R SD-INT
	Large Multi-Family Building A Principal Building that incorporates between seven (7) and TWENTY-FOUR (24) side-by-side and/or horizontally stacked Dwelling Units, which may have one or more shared entries.	CD-4 CD-5 SD-LI PUD-MU CD-4C CD-5C PUD-R SD-INT
	Live/Work Building 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-4 CD-5 SD-LI PUD-MU CD-4C CD-5C PUD-R SD-INT
	Commercial Building 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-4 CD-5 SD-INT CD-4C CD-5C PUD-MU
	Mixed-Use Building A typically attached Principal Building, which provides a vertical and/or horizontal mix of Uses typically designed to facilitate	CD-4 CD-5 PUD-MU CD-4C CD-5C

	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.		
	Flex Building A large footprint Principal Building designed to accommodate either a single Use or a vertical or horizontal mix of Uses.	CD-4 CD-5 SD-LI PUD-MU	CD-4C CD-5C SD-HI SD-INT
	**Mid-Rise Building** 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.	CD-5 SD-LI	CD-5C PUD-MU
	**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 PUDMU	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

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 CD-5

General Description

A medium-sized Building designed as a Single-Family Detached Dwelling having an Edgeyard 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

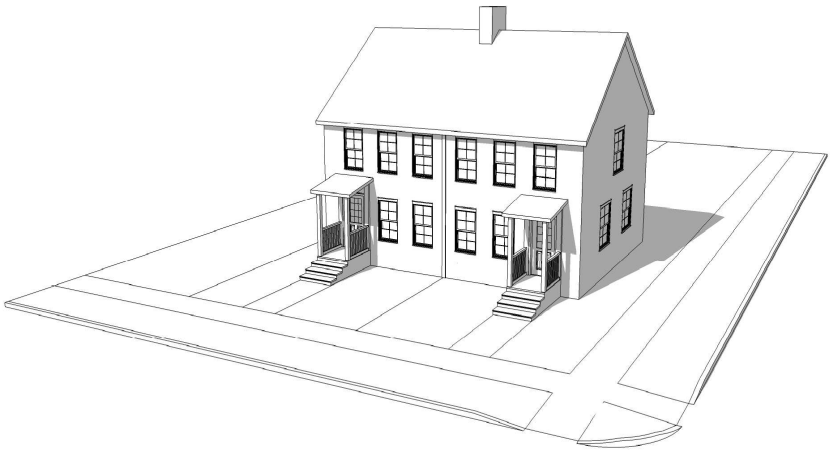
Main Entrance Location	Principal Frontage

Vehicle Access & Parking

Parking may be accessed from an Alley, side Thoroughfare or Front Thoroughfare

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

TOWNHOUSE

TABLE 4.3.8.B PRINCIPAL BUILDING TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-4 CD-4C CD-5 CD-5C PUD-R

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
Number of townhomes connected to another	3 min – 8 max

Allowed Private Frontages	
Porch	P
Stoop	P
Terrace/Lightwell	P

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

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 staked 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
Allowed Private Frontages	
Porch	P
Stoop	P
Forecourt	P
Terrace/ Lightwell	P

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
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	
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

Building Size & Massing

Height

Per district height standards

Width

Per district lot/building site width and setback/ yard standards

Pedestrian Access	
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

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

Building Size & Massing

Height

Per district height standards

Width

18 ft min – 36 ft max

Pedestrian Access

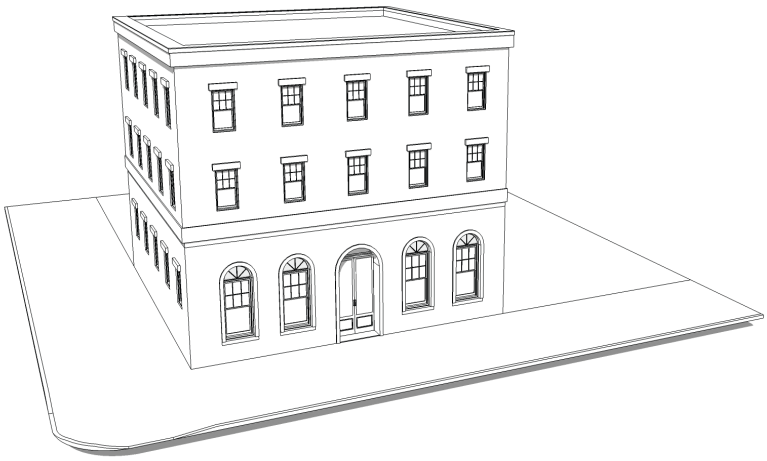
Main Entrance	Principal frontage

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 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

Building Size & Massing

Height

Per district height standards

Width

Per district lot/building site width and side setback/ yard standards

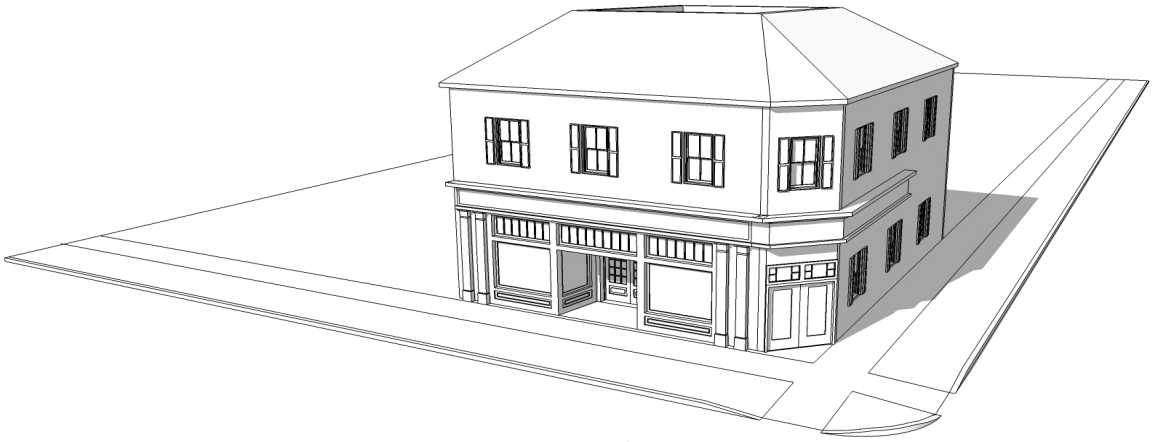
Pedestrian Access	
Main Entrance	Principal Frontage

Vehicle Access & Parking

Parking may be accessed from an Alley, a Thoroughfare, 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.

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

Building Size & Massing

Height

2 stories min, 3 stories max in CD-4, CD-5 per district height standards

Width

Per district lot/building width and yard/side setback standard

Pedestrian Access

Ground floor	Principal Frontage
Upper floor	Principal or secondary

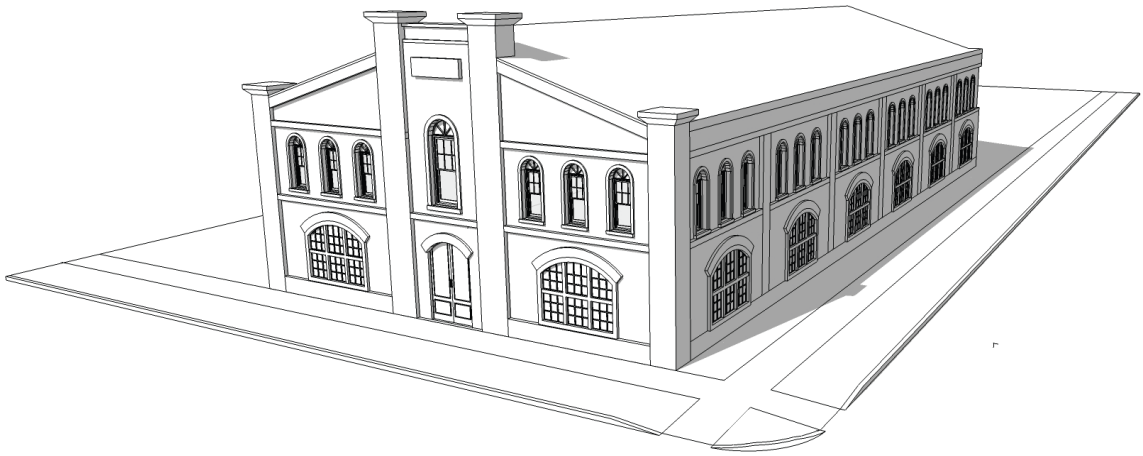
Upper floors must be accessed by a common entry

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

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

Building Size & Massing

Height

2 stories min, 3 stories max in CD-4, CD-5 per district height standards

Width

Per district lot/building width and yard/side setback standard

Pedestrian Access

Ground floor	Principal Frontage
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. Typically 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 typically designed for Residential or Office use.

Lot/Building Site

Width	Per District lot/building Site Width

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

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
Upper Floors	Principal or secondary frontage

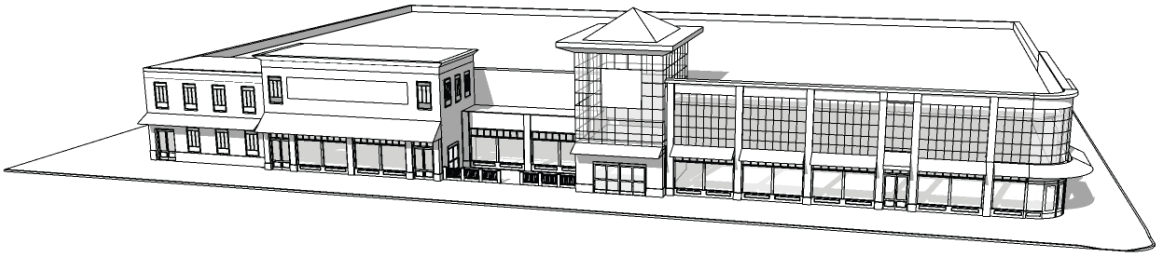
Upper floors must be accessed by common entry

Vehicle Access & Parking

Parking may be accessed from an alley, thoroughfare, or drive at frontage

LARGE SCALE COMMERICAL

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

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

Building Size & Massing

Height

Per district height standards

Width

Per district lot/building site width and side yard/ setback standards

Pedestrian Access

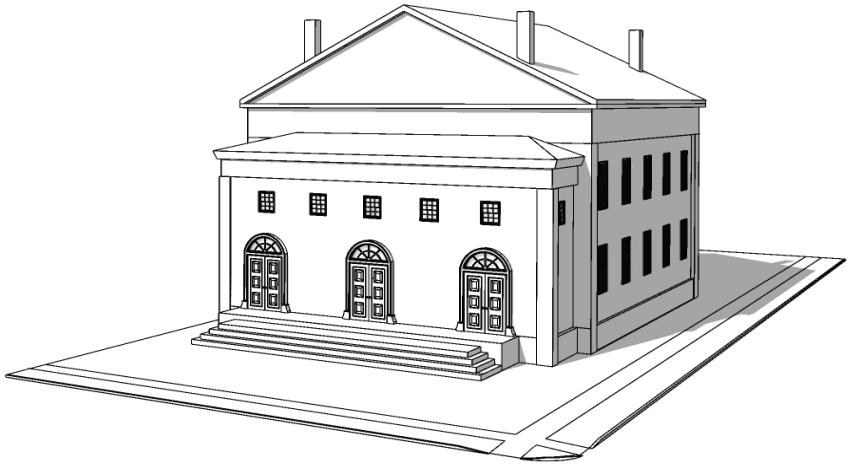
Ground floors	Principal frontage
Upper floors	Principal or secondary frontage

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

Width	N/A

Number of Units

N/A

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

Except as specifically provided in this chapter, Civic Buildings are not subject to Building lot/Building site or Private frontage requirements of this chapter.

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 home; 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.

4.3.9 USES

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.

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 Multifamily Building	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	PL	PL	NP
Attached Dwelling -Large Multifamily 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

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

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
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
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

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 Government Facility Use (Civic) Not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	P
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

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
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
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

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
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
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

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
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
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

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
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
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

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
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
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

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
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
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

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
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
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,	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP

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
and Motor Vehicle Maintenance, Repair, Fuel														
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
Tobacco, Vape, and Cannabinoid Retailers	NP	NP	NP	PL	PL	NP	PL	NP	PL	PL	NP	NP	PL	NP
Veterinary Clinic, Animal Hospital, or Non-Agricultural Kennel	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
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	NP	P	P	P	P	P	P	NP	P	P	NP	NP	P	NP

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
Category without Drive-Through														
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
Sale of building and construction materials, special trade tools, welding supplies, machine parts,	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP	NP

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
electrical supplies, janitorial supplies, restaurant equipment, store fixtures, 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

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 Chemials, 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 Manufacturing or Assembly	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL CU	NP	NP	NP
Ammonia or Chlorine Manufacturing	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

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
Metal or Metal Ore Production, Refining, Smelting, or Alloying	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
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

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
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
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

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
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
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

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
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
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

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
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
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	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP

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
areas or where employees are the primary movers of the goods														
Other Warehouse & Freight Movement Not Listed in any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
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

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
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;

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

k. 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.Eand 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 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.

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.

(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 one (1) Duplex Building (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.jj 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 the District CD-5 and the Columbia Arts District Overlay, the applicant shall demonstrate that no pre-existing Place of Worship, Schools or public park is located within 500 feet of the proposed nightclub or similar establishment. Within the Columbia Arts District Overlay the applicant shall demonstrate that no pre-existing Place of Worship, Schools or public park is located within 200 feet of the proposed nightclub or similar establishment.

(a) The distance shall be measured in a straight line from the front door of the building to the front door of the church.

(b) For public parks, said distance shall be measured in a straight line from the front door of the building to the closest point of the park property.

(c) For schools, said distance shall be measured in a straight line from the front door of the building to the front door of the school.

(2) No nightclub, tavern, or bar shall be located on a Lot or Building Site Adjoining any property zoned CD-2, CD-3L, CD-3, SD-MHP, or PUD-R.

(3) No outside storage shall be located on the site.

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-N**

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.

(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.

(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.

(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.

(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;

(19) On street space within 1,320 feet of the Food Truck Court; or a combination of all above.

(20) 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.

(21) 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;

(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

(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. **Home Occupation,** the following standards are intended to ensure that home occupations are compatible with the residential character of neighborhoods where they are located.

(1) There are two classes of Home Occupation:

a. A Minor Home Occupation shall be permitted upon approval of a Minor Home Occupation permit by the Zoning Administrator. The Zoning Administrator shall establish a process for review and issuance of permits for minor home occupations.

b. A Major Home Occupation shall be allowed only with the approval of the Board of Zoning Appeals. Such approval shall follow the process of a conditional use permit.

The Zoning Administrator shall review such Major Home Occupation requests and recommend appropriate conditions of approval to the Board of Zoning Appeals.

(2) The Zoning Administrator may refer Minor Home Occupations to the Board of Zoning Appeals upon a determination that the proposed home occupation presents a risk to the residential character of the neighborhood or quiet enjoyment of other property owners.

(3) If the Zoning Administrator denies a request for a Minor Home Occupation, or revokes a previously issued permit, the applicant may appeal the decision to the Board of Zoning Appeals. Such a request shall be evaluated as a Conditional Use for a Major Home Occupation permit.

(4) The following limitations apply to all Home Occupations:

a. The home occupation shall be clearly incidental and secondary to the use of the property for residential purposes;
b. A home occupation shall not be established prior to the residents conducting the home occupation taking possession of, and residing in, the dwelling;
c. Outside storage or display of materials, merchandise, or inventory is prohibited;
d. Exterior alteration that changes the residential character of the principal building is prohibited;
e. No exterior building signs shall be permitted except as specifically provided in Article 7 of this ordinance;
f. Receipt, sale or shipment to and from the premises is permitted by regular U.S. Mail and express shipping service characteristic of residential neighborhoods; large-volume, business-to-business commercial deliveries are prohibited; and
g. The applicant shall obtain all appropriate licensure required by the State of Tennessee.

(5) The following limitations apply to Minor Home Occupations:

a. The Home Occupation must be conducted entirely within the principal structure;
b. The Home Occupation shall not exceed fifty percent of the total floor area of the principal building;
c. No person other than a family member residing on the premises shall be employed as part of a minor home occupation unless such employee(s) works off-premises;
d. There shall be no customers or clients on the premises of a minor home occupation; and
e. No commercial vehicles or trailers, other than ordinary passenger vehicles; shall be permitted on premises.

(6) The following limitations apply to Major Home Occupations:

a. A Major Home Occupation may be conducted within an accessory building;
b. A major home occupation may include two employees who do not reside in the home;
c. Except in-home childcare licensed by the State of Tennessee, a major home occupation may have no more than two customers or clients on the premises at one time;
d. Shipment and delivery to and from the premises are prohibited between the hours of 9 pm and 7 am;

e. No employees, customers, or clients may be on the premises between the hours of 9 pm and 7 am;
f. Trailers, equipment, and commercial vehicles, when permitted by the Board of Zoning Appeals, must be stored in the Third Layer and screened from view; and
g. The Board of Zoning Appeals may further restrict the number of employees, hours of operation, deliveries, and parking of commercial vehicles and equipment on site.

(7) Revocation

a. The Zoning Administrator may revoke the Home Occupation permit for failure to comply with these limited use standards, conditions imposed by the Board of Zoning Appeals, or other violations of City of Columbia ordinances.

v. **Hospitals, Rehabilitation Facilities, and Centers for Observation** shall be permitted in accordance with the applicable Use Table, subject to the following:

(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.

w. **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.

x. **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.

(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.

y. **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 a Manufactured Home may be permitted as a Temporary Use subject to Section 4.3.8.B, Temporary Construction Offices.

z. **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 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.

aa. **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.

bb. **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:

(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 onsite 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;

(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.E.aa.(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-5under Section 4.3.9.E.aa.(3), 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.

(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.

cc. **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.

dd. **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.

(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.E (ff) shall not apply.

ee. **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.

ff. **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.

gg. **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.

(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.

hh. **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.

ii. **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.

jj. **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.

kk. **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.

ll. **Short-Term Rental Units** shall be permitted in accordance with the applicable Use Table, subject to the following:

(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.

(4)

mm. **Tobacco, Vape, and Cannabinoid Retailers** shall be permitted where the Building, Lot and Building Site Principal Uses Table permits Retail Sales subject to the following limitations:

(1) Tobacco, Vape, and Cannabinoid retailers shall be located no less than one thousand feet from
   a. A existing Tobacco, Vape, and Cannabinoid retailer;

(2) Tobacco, Vape, and Cannabinoid retailers shall be located no less than five hundred feet from
   a. Private school serving any grades between kindergarten and twelfth grade;
   b. A city or county park;
   c. A daycare center; or
   d. A church.

(3) Tobacco, Vape, and Cannabinoid retailers shall be located no less than two hundred feet from any property zoned CD-2, CD-3, CD-3L, SD-MHP, or PUD-R.

(4) Tobacco, Vape, and Cannabinoid retailers shall be located no less than fifty feet from any property used as a Single-Family or Two-Family home or Townhouse.

(5) Required distances shall be measured from property line to property line.

(6) The hours of operation for a Tobacco, Vape, and Cannabinoid Retailers shall be no earlier than six A.M. and no later than ten P.M.

nn. **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.

oo. **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.

pp. **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.

qq. **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.

(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.

rr. **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;

(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.

(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.

ss. **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.E 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.E

TABLE 4.3.9.A-2 BUILDING, LOT & BUILDING SITE ACCESSORY USES

ACCESSORY 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
Minor Home Occupation	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL	NP	PL	PL	NP
Major Home Occupation	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	NP	CU	CU	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 Layer& vehicle is owned and registered occupant of Dwelling	P	P	P	P	P	P	P	P	P	P	P	P	P	NP
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.

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	NP	NP	NP	CU	CU	CU	CU	CU	CU	CU	CU	NP	CU	NP

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
possible extension to 12 months														
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

4.3.10 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 MEET 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	P

ENCROACHMENTS - REQUIRED SETBACKS & YARDS*

ENCROACHMENTS SHALL MEET REQUIREMENTS FOR A CLEAR SIGHT TRIANGLE.

Encroachment Type	FRONT/STREET	SIDE	REAR
		≤ 25% Setback/Yard	≤ 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
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

ENCROACHMENTS - REQUIRED SETBACKS & YARDS* **ENCROACHMENTS SHALL MEET REQUIREMENTS FOR A CLEAR SIGHT TRIANGLE.*			
Encroachment Type	FRONT/STREET	SIDE	REAR
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

4.3.11 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-N(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-N(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-N(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-N(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-N(District Standards)**.

F. Hedge Screen / Streetscreen Standards

A hedge Screen or Streetscreen shall consist of plants meeting the standards of **Tables 4.3.1-A - 4.3.1-N(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

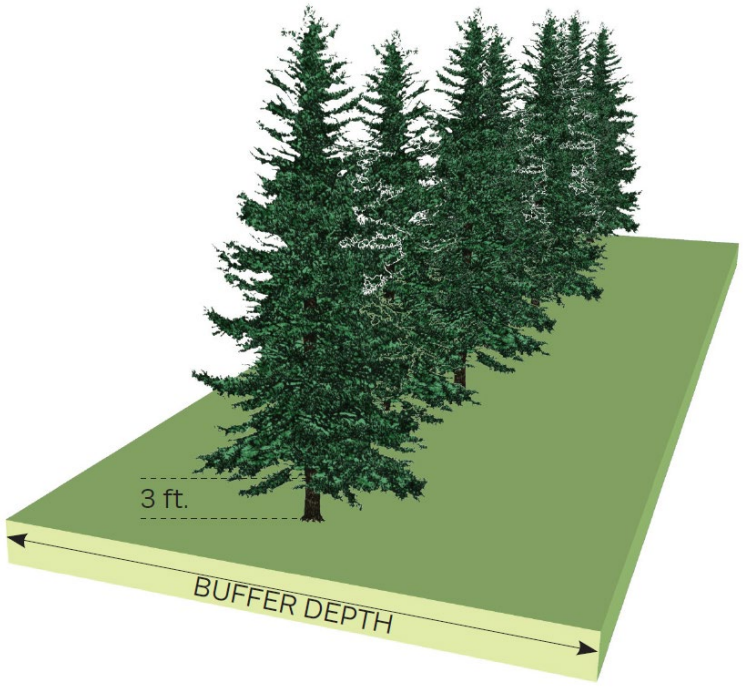
1. The Lot/Building Site/Parcel Buffer requirement at 4.3.11.H. may be modified by the Zoning Administrator upon a finding that:
   a. a modification would be consistent with the purpose of protecting residential land uses from noise, odor, and unsightliness of adjacent higher intensity land uses;
   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.

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 $\geq$ 2.5 in, caliper measured 3 ft. from ground & 8 ft. tall @ installation & 20 ft. tall @ maturity, planted $\leq$ 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



4.3.12 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-N(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

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-N (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).**

1. 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**).
2. 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.
3. Any fractional spaces shall be rounded down to the nearest whole number.
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.

   (6) 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.

   (7) 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.

   (8) 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.

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
AGRICULTURAL & EXTRACTIVE USES CATEGORY	
Agricultural	
Any Agricultural Use	Not Regulated

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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
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	

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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
Nursing Por Medical School not accessory to a Hospital	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 Category	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	

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Other Institutional Uses Not Listed in any Use Category	1 per patient or Client room
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
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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 spaced per athletic field
Skating Rink	1 per 300 square feet of total Usable Floor Area
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
	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/ servicer 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, b8t no fewer than 2 spaces
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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

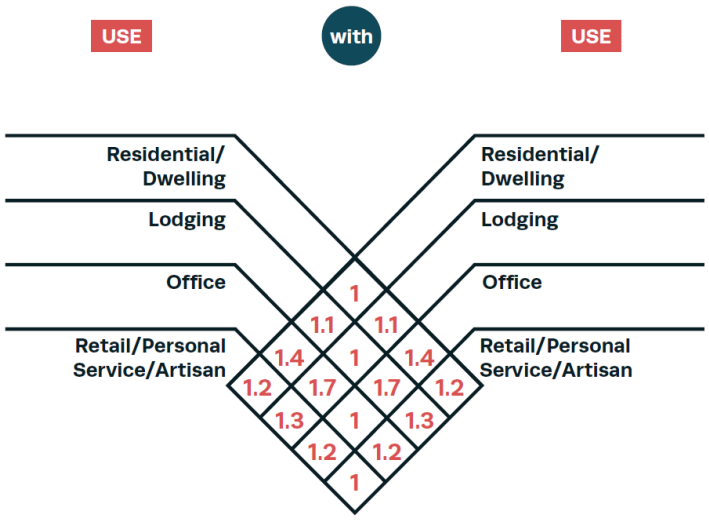
TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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	

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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	
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

TABLE 4.3.12.B-2 (SHARED PARKING FACTOR)



5. 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.

6. 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.
7. 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.
8. One out of every eight required handicapped accessible spaces shall be van-accessible. A minimum of one van-accessible space shall be provided.
9. 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:

TABLE 4.3.12.C-1 (OFF-STREET VEHICULAR PARKING SPACE DIMENSIONS)

Angle of Parking (degrees)	Width of Space (feet)	Length of Space (feet)	Aisle Width (feet)
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.

3. 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):

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.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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).
9. 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).
10. 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.
11. The maximum grade permitted for any required Parking shall not exceed 8%.
12. 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.
13. All access to any City Street from a Driveway shall have a concrete Driveway apron as approved by the City Engineering Department.
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.

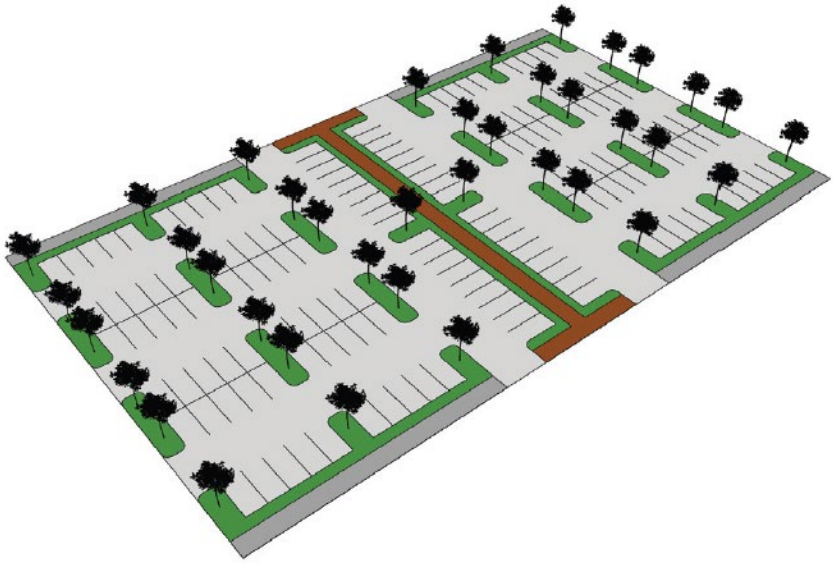
h. No parking space shall be more than seventy-two feet (72 ft.) from a tree within the Lot, as measured from the center of the Tree to the nearest line demarcating the space.

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.

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-N (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.
    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.
    g. 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-N(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.
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-N(District Standards),** except for underground Parking accommodations.

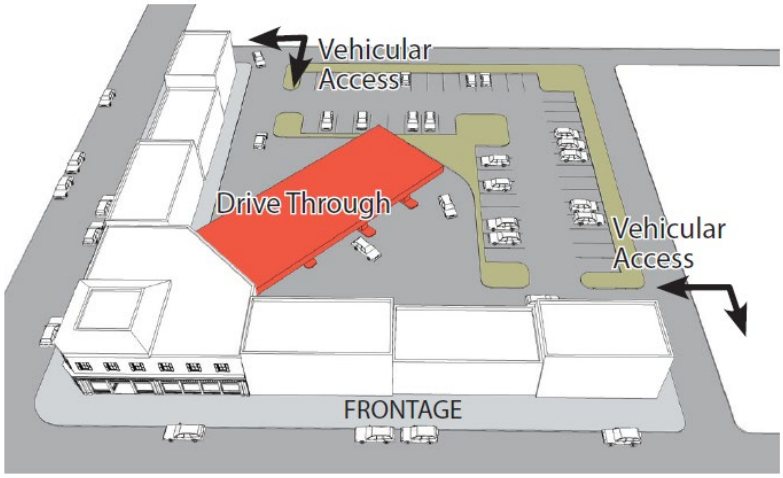
F. Parking Restrictions

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-N(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-N (District Standards).** See **Illustration 4.3.12.G (Drive-Throughs).**

ILLUSTRATION 4.3.12.G DRIVE-THROUGH



2. Any drive-through locations must be accessed by Rear Alleys, when such are available on the Zoning Map or otherwise available.
3. Off-street vehicular stacking spaces shall be provided for all drive-through facilities in accordance with Section 4.3.12.H.

H. Stacking Spaces

1. 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	Min. # of Stacking Spaces	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

Activity Type	Min. # of Stacking Spaces	Measured From
Gasoline Pump Island	1	Pump Island
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 by 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.

4.3.13 BICYCLE PARKING

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).

A. Bicycle Parking Standards

1. Bicycle parking shall be provided using Bicycle Racks, Bicycle Lockers, restricted access bicycle enclosures, or similar secured facilities.
2. Bicycle Racks shall be securely anchored.
3. 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.
4. Bicycle parking areas may be located in any layer and should be accessible from the main entrance by a continuous sidewalk connection.
5. 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	BICYLCE PARKINGREQUIREMENT
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	
All Uses	None Required
Agricultural Uses	
All Uses	None Required
Utility Uses	
All Uses	None Required
Public or Private Uses	
All Uses	None Required

4.3.14 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-N(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

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-N(District Standards).**
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 spaced 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.
10. The required dimensions of loading spaces shall not include any access or entrances to, or exits from, such spaces.
11. 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.
12. Loading Spaces provided within a Thoroughfare or Internal Drive shall meet construction requirements of provided by the City Engineer.
13. 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.
14. Off-street loading areas shall be Screened in conformance with Section 4.3.11.

4.3.15 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

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-N(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-N (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

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-N (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.

4.3.16 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-N (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-N (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).**
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.
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: 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
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

Common Name	Botanical Name
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 Occcidentalis
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

Common Name	Botanical Name
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.
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 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.
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
      (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.3 and 4.3.16.L.4; or
   b. 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:
      (1) The Lot or Building Site lines associated with the proposed development;
      (2) A recent aerial photograph with date photograph was taken;
      (3) 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;
      (4) 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
      (5) The minimum tree canopy retention requirement.
3. Protection of Tree Canopy.
   a. Tree Removal activities associated with Agricultural Uses are exempt from this Section 4.3.16.L.3.
   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 (as % of Total Development, Lot or Building Site Size)	Minimum Tree Canopy Retention by Zoning District (as % of Total Tree Canopy Cover)		
	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 portions 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.3.

(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;
(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.

d. Tree Save Area Priorities. Consideration shall be given to the following when determining locations for Tree Save Areas:

(1) Woodland forests greater than five acres;

(2) Riparian buffers or natural drainage courses;

(3) Land with naturally occurring slopes of 20 percent or greater;

(4) Habitat used by endangered or threatened species;

(5) Scenic corridors and viewsheds;

(6) Areas that could serve to extend existing greenways, trails, parks, or recreation areas; and

(7) Areas needed for Buffers.

e. 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

(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

4. 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.

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.

c. 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.

5. Tree Protection During Construction

a. Tree Protection Fencing

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.

(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.

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.

4.3.17 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 access ways 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.
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.

4.3.18 SIGNAGE

All signage must comply with the standards and requirements of Article 7 (Sign Standards).

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§ 4.3.9.E.6 Bar, Tavern, or Nightclub

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 Columbia Arts District Overlay, the applicant shall demonstrate that no pre-existing Place of Worship, Schools, or public park is located within 500 feet of the proposed nightclub or similar establishment. Within the Columbia Arts District Overlay the applicant shall demonstrate that no pre-existing Place of Worship, Schools, or public park is located within 200 feet of the proposed nightclub or similar establishment ~~Measurements~~

a. The distance shall be ~~made from the~~ measured in a straight line from the front door of the building to the front door of the church~~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~~.

b. For public parks, said distance shall be measured in a straight line from the front door of the building to the closest point of the park property.

c. For schools, said distance shall be measured in a straight line from the front door of the building to the front door of the school.

Adds separation requirement from parks and schools. Clarifies method of measurement.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

(2) Bars, Taverns, and Nightclubs located in Character District CD-5 are exempt from the separation requirements listed above.

(3) No nightclub, tavern, or bar shall be located on a Lot or Building Site Adjoining any property zoned CD-2, CD-3L, CD-3, SD-MHP, or PUD-R~~within 500 feet of a Residentially zoned or Residentially used property~~.

(4) No outside storage ~~or activities~~ shall be located on the site.

(5) ~~Outdoor activities occupying no more than 400 square feet may be permitted by Administrative Adjustment.~~

Modifies the distance requirement to maintain separation from residential areas but allow greater flexibility in the location of drinking establishments.

Does the planning commission prefer buffer from Abutting or Adjoining residential properties?

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§ 4.3.9.E.6 Home Occupation

Limited Use Standards (p. 235)

Establishes a two-tiered review of Home Occupation permits based on the potential impact to neighbors

The following standards are intended to ensure that home occupations are compatible with the residential character of neighborhoods where they are located.

(1) There are two classes of Home Occupation:

a. A Minor Home Occupation shall be permitted upon approval of a Minor Home Occupation permit by the Zoning Administrator. The Zoning Administrator shall establish a process for review and issuance of permits for minor home occupations.

b. A Major Home Occupation shall be allowed only with the approval of the Board of Zoning Appeals. Such approval shall follow the process of a conditional use permit. The Zoning Administrator shall review such Major Home Occupation requests and recommend appropriate conditions of approval to the Board of Zoning Appeals.

Insert cross-reference at § 8.5.10

(2) The Zoning Administrator may refer Minor Home Occupations to the Board of Zoning Appeals upon a determination that the proposed home occupation presents a risk to the residential character of the neighborhood or quiet enjoyment of other property owners.

(3) If the Zoning Administrator denies a request for a Minor Home Occupation, or revokes a previously issued permit, the applicant may appeal the decision to the Board of Zoning Appeals. Such a request shall be evaluated as a Conditional Use for a Major Home Occupation permit.

(4) The following limitations apply to all Home Occupations:

a. The home occupation shall be clearly incidental and secondary to the use of the property for residential purposes;

b. A home occupation shall not be established prior to the residents conducting the home occupation taking possession of, and residing in, the dwelling;

c. Outside storage or display of materials, merchandise, or inventory is prohibited;

d. Exterior alteration that changes the residential character of the principal building is prohibited;

e. No exterior building signs shall be permitted except as specifically provided in Article 7 of this ordinance;

f. Receipt, sale or shipment to and from the premises is permitted by regular U.S. Mail and express shipping service characteristic of residential neighborhoods; large-volume, business-to-business commercial deliveries are prohibited; and

g. The applicant shall obtain all appropriate licensure required by the State of Tennessee.

(5) The following limitations apply to Minor Home Occupations:

a. The Home Occupation must be conducted entirely within the principal structure;

b. The Home Occupation shall not exceed fifty percent of the total floor area of the principal building;

c. No person other than a family member residing on the premises shall be employed as part of a minor home occupation unless such employee(s) works off-premises;

d. There shall be no customers or clients on the premises of a minor home occupation; and

e. No commercial vehicles or trailers, other than ordinary passenger vehicles; shall be permitted on premises.

(6) The following limitations apply to Major Home Occupations:

a. A Major Home Occupation may be conducted within an accessory building;

b. A major home occupation may include two employees who do not reside in the home;

c. Except in-home childcare licensed by the State of Tennessee, a major home occupation may have no more than two customers or clients on the premises at one time;

d. Shipment and delivery to and from the premises are prohibited between the hours of 9 pm and 7 am;

e. No employees, customers, or clients may be on the premises between the hours of 9 pm and 7 am;

f. Trailers, equipment, and commercial vehicles, when permitted by the Board of Zoning Appeals, must be stored in the Third Layer and screened from view; and

g. The Board of Zoning Appeals may further restrict the number of employees, hours of operation, deliveries, and parking of commercial vehicles and equipment on site.

(7) Revocation

a. The Zoning Administrator may revoke the Home Occupation permit for failure to comply with these limited use standards, conditions imposed by the Board of Zoning Appeals, or other violations of City of Columbia ordinances.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§ 9.3 Definitions

Updates the definition of Home Occupation to reflect new standards.

Home Occupation: any gainful occupation conducted entirely within a Dwelling ~~solely by the owners or tenant residents thereof~~ as an Accessory Use, which does not change the character of the Structure as a Residence~~,~~; There are two types of Home Occupation: ~~provided that~~

(1) Minor Home Occupations: gainful occupation conducted entirely within a Dwelling which does not generate traffic from employees, customers, clients, or deliveries and bears no ~~said activity shall not occupy more than 50% of the Floor Area of the Dwelling, (2) there shall be~~ external evidence of the accessory commercial use;

(2) Major Home Occupation: gainful occupation conducted on a residential property which

a. generates some traffic from employees, customers, clients or deliveries;

b. bears some external evidence of the accessory commercial use; or

c. occurs within an accessory structure.

~~other than an Identification Sign, (3) no goods shall be kept, and (4) no mechanical or electrical equipment shall be used except customary household equipment; and provided further that the following are not allowed as~~ Home Occupations do not include~~:~~ Clinics, Hospitals, ~~Home Professional Office, barbershop, beauty shop~~, Restaurants~~,~~ Kennels, Auto Repair, ~~antique dealer, Retail sales on the premises~~, or loading of ammunition.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

Kennel: Any ~~Structure or premises on~~place where ~~which four (4) or more~~ dogs, cats and/or other ~~household pets~~animals ~~over four (4) months of age~~ are kept for boarding, breeding, ~~selling,~~ grooming, or training, for compensation, excluding any otherwise conforming or lawfully nonconforming agricultural use.~~, however, any Structure or premises on which such animals are kept solely for Retail sale.~~ A Kennel may not be a Home Occupation.

Revises definition of Kennel to provide clarity and improve enforceability.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§ 4.3.9.E.6.KK Short Term Rentals

Limited Use Standards (p. 242)

Short-Term Rental Units shall be permitted in accordance with the applicable Use Table, subject to the following:

~~(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.~~

(1) Permit Required

a. No dwelling unit, accessory dwelling unit, or portion thereof shall be offered for rent as a Short-Term Rental unless the Zoning Administrator has first issued a short-term rental permit to the owner.

b. Where the **Building, Lot and Building Site Principal Uses Table** identifies the principal use of a dwelling as a Short-Term Rental as permitted subject to limited use standards (PL), a Short-Term Rental may be established upon approval of a Short-Term Rental permit by the Zoning Administrator. The Zoning Administrator shall establish a process for review and issuance of permits for Short Term Rentals.

Permit required for all STRs

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

~~a.~~c. Where the **Building, Lot and Building Site Principal Uses Table** identifies the use of a dwelling, portion of a dwelling, or an accessory dwelling unit as a Short-Term Rental as a Conditional Use (CU), a Short-Term Rental may be established only upon approval by the Board of Zoning Appeals. Such approval shall follow the process established at Section 8.5.16. The Zoning Administrator shall review such Short-Term Rental requests and recommend appropriate conditions of approval to the Board of Zoning Appeals. The Zoning Administrator shall issue a Short-Term Rental Permit only upon approval by the Board. The permit shall be subject to any unique conditions imposed by the Board. Conditional Use approval shall expire one year from date of issuance of the subsequent permit. The Board may authorize the Zoning Administrator to extend the expiration annually up to three years and renew the associated Short-Term Rental Permit, provided the operator adheres to all conditions of approval.

STRs permitted throughout Columbia in all districts (except Civic and Heavy Industrial). Zoning determines the review process. STRs in mixed-use districts are permitted administratively. STRs in single-family districts are reviewed by the Board of Zoning Appeals.

Permits renewed annually. Conditional use approval expires after one year but BZA can authorize staff to extend up to three years.

d. If the Zoning Administrator denies a request for a Short-Term Rental permit, or revokes a previously issued permit, the applicant may appeal the decision to the Board of Zoning Appeals. Such a request shall be evaluated as a Conditional Use.

e. A Short-Term Rental Permit shall expire one year from the date of issuance. Failure to renew the permit shall constitute a cessation of the Short-Term Rental and immediate change of use to Household Living.

f. A Short-Term Rental Permit is granted to a specific operator for a specific dwelling unit or portion thereof and may not be sold or otherwise transferred. Changes in the ownership will result in revocation of the Short-Term Rental permit. A new Short-Term Rental Permit is required when the dwelling unit is sold or conveyed.

Permit is valid for one-year. Failure to maintain active permit constitutes change of use and loss of "grandfathering" (permit may be easily renewed administratively).

(2) Short Term Rental Local Point of Contact Designation

a. The owner of a short-Term Rental shall designate a permanent local point of contact for each short-term rental property.

b. If the owner is a natural person, the owner may serve as the local point of contact. Alternatively, the owner may designate another natural person over the age of eighteen as the short-term rental point of contact.

c. Where Short-Term Rental is the principal use of a dwelling, the name, email, and telephone number of the local point of contact shall be conspicuously posted where it can be seen by guests and law enforcement.

d. The short-term rental local point of contact must be available to be contacted by the City at all times.

e. Failure of the local contact person to be available at all times for contact by the City constitutes an

A responsible local contact is required for code enforcement and police issues. Point of contact requirement modeled on Nashville, Savanah, Tulsa and others.

instance of non-compliance which may result in revocation of the Short-Term Rental permit

f. When the local point of contact is notified by phone or email that the guests at a short-term rental are violating City ordinances or policies, the local contact person shall communicate with the owner, and the owner shall immediately commence remedial action and cause the violation to cease.

(2) Short-Term Rental operators shall provide a parking plan demonstrating sufficient parking for guests.

a. Where Short-Term Rental is the principal use of the dwelling, the minimum number of parking spaces shall be equivalent to that required by **Table 4.3.12.B-1 Vehicular Parking Requirements** for a Single-Family Detached Dwelling. The Board of Zoning Appeals may require additional spaces.

Parking is required but much less than current standard (1 per bedroom + 1 per each additional bed, cot, sofa, or other sleeping accommodation).

b. Where Short-Term Rental is the accessory use of dwelling, portion of the dwelling, or accessory dwelling unit, the minimum number of parking spaces shall be equivalent to that required by **Table 4.3.12.B-1 Vehicular Parking Requirements** for the principal use, plus one.

(3) Events are not permitted in conjunction with a short-term rental use. Examples of events include, but are not limited to, weddings, receptions, anniversaries, private parties, banquets, and business seminars.

Event limitation from Tulsa, OK ordinance

(4) External alterations or site improvements that change the residential character of the Lot or Building Site upon which a Short-Term Rental is located are prohibited.

Prohibited alterations include exterior lighting and signage.

(5) Short-Term Rental properties must meet all applicable requirements of the state and local building, fire safety, and property maintenance codes.

(6) Short-Term Rental operators and their guests shall comply with the laws of the state of Tennessee and all ordinances of the City of Columbia.

(7) The Zoning Administrator may revoke a Short-Term rental permit for violations of these standards, violation of any City of Columbia Ordinances, or failure to adhere to conditions of approval imposed by the Board of Zoning Appeals.

§ 4.3.9.E.6.a Accessory Dwelling

Limited Use Standards (p. 228)

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.~~

Eliminates prohibition of STRs in ADUs

(6) The Accessory Dwelling must share ownership and utility connections with the primary dwelling.

§ 9.3 Definitions

Short-Term Rental Unit: A Dwelling Unit ~~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, Townhouse, or multi-family Building having no more than 6 Dwelling Units,~~ or Accessory Dwelling Unit which ~~Short-Term Rental Unit~~ is rented wholly or partially for a period of less than thirty (30) continuous days occupancy for a fee; specifically excluding however a "hotel" as defined in TCA section 68-14-302 or a "bed and breakfast establishment" or a "bed and breakfast homestay" as those terms are defined in TCA section 68-14-502, all as contemplated in TC~~S~~A section 13-7-602. A Hotel, Extended Stay Hotel, Motel, Bed and Breakfast, or Inn is not a Short-Term Rental Unit.

Provides for use of ADUs as STRs

Correct scriveners' error

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§ 4.3.9.E.6 Tobacco, Vape, and Cannabinoid Retailers

Limited Use Standards (p. 242)

Retailers of Tobacco, Vapes, and Cannabinoids shall be permitted where the **Building, Lot and Building Site Principal Uses Table** permits Retail Sales subject to the following limitations:

(1) Tobacco, Vape, and Cannabinoid retailers shall be located no less than five hundred feet from an existing Tobacco, Vape, and Cannabinoid retailer.

(2) Tobacco, Vape, and Cannabinoid retailers shall be located no less than five hundred feet from

a. A School;

b. A public park;

c. A Religious Facility.

(3) Tobacco, Vape, and Cannabinoid retailers shall be located no less than two hundred feet from any property zoned CD-2, CD-3, CD-3L, SD-MHP, or PUD-R.

(4) Tobacco, Vape, and Cannabinoid retailers shall be located no less than fifty feet from any property used as a Single-Family or Two-Family home or Townhouse.

~~(2)~~(5) Required distances shall be measured from Parcel or Building Site line to Parcel or Building Site line.

Standards modeled on Murfreesboro, TN and Louisville, KY (those jurisdictions use larger exclusion radius).

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§ 9.3 Definitions

Tobacco, Vape, and Cannabinoid Retailers: A retail sales operation that

(1) Devotes at least fifty-one percent of its floor area to the display, sale, distribution, delivery, offering, furnishing, or marketing of products intended for recreational/non-prescription use including but not limited to cigarettes, e-cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers; or

(2) Earns at least fifty-one percent of gross sales from sale distribution, delivery, or marketing of products intended for recreational/non-prescription use including but not limited to cigarettes, e-cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers.

*Definition based on proportion of space **OR** proportion of sales*

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

Distinction between Minor and Major Home Occupations in Accessory Use Table. Minor Home Occupations permitted administratively; Major Home Occupations are approved by BZA.

TABLE 4.3.9.A-2 BUILDING, LOT & BUILDING SITE ACCESSORY USES

ACCESSORY 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
Minor Home Occupation	~~P~~PL	~~P~~PL	~~P~~PL	~~P~~PL	~~P~~PL	~~P~~PL	~~P~~PL	~~P~~PL	~~P~~PL	~~P~~PL	NP	~~P~~PL	~~P~~PL	NP
Major Home Occupation	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	NP	CU	CU	NP

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

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
Short-Term Rental Unit	CU ~~NP~~	CU ~~NP~~	CU ~~NP~~	PL	PL	PL	PL	CU ~~NP~~	PL ~~NP~~	PL ~~NP~~	NP	CU ~~NP~~	CU ~~NP~~	NP

The principal use of a dwelling as an STR becomes a BZA approved Conditional Use in CD-2, CD-3L, CD-3, SD-MHP, PUD-R and PUD-MU (unless modified by Master Plan). Principal use of a dwelling as an STR in CD-4, CD-4C, CD-5, CD-5C, SD-LI and SD-INT is permitted administratively subject to limited use standards.

TABLE 4.3.9.A-2 BUILDING, LOT & BUILDING SITE ACCESSORY USES

ACCESSORY 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
Short-Term Rental Unit	CU	CU	CU	PL	PL	PL	PL	PL	PL	PL	NP	CU	CU	NP

Accessory use of a dwelling, part of a dwelling, or accessory dwelling unit is permitted in all districts. Process depends on district. August 2024 ZA interpretation will be used to determine accessory status.

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
~~Short-Term Rental Unit~~	~~1 per guest bedroom + 1 per each additional bed, cot, sofa or other sleeping accommodation~~

Eliminate separate parking requirement.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

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
Tobacco, Vape, and Cannabinoid Retailers	**NP**	**NP**	**NP**	**PL**	**PL**	**NP**	**PL**	**NP**	**PL**	**PL**	**NP**	**NP**	**PL**	**NP**

Vape and CBD retailers subject to limited use standards in mixed use districts (excluding CD-5) and prohibited in single-family residential character districts.

Q4 Zoning Text Amendment
Housekeeping Corrections

Project #:	24-0476	Location:	N/A
Applicant:	Kevin C. McCarthy, AICP	Case Type(s):	Text Amendment
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	N/A

SUMMARY

The applicant, the Zoning Administrator, requests to amend the text of Ordinance 4400, the zoning ordinance for the City of Columbia. This is the fifth of five rounds of zoning text amendments staff has presented 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 track changes documents. Specifically, the proposal relates the clarification of the lot width standard for the CD-3 Neighborhood Character District as well as corrections of scrivener errors and other minor formatting corrections.

- 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 ~~strikethrough~~ 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 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 changes to the future land use plan. It further directs staff to engage residents and property owners to solicit suggestions for further changes to the ordinance. As mentioned above, this is

the final round of zoning text amendments staff plans to present to the Planning Commission between December 2023 and December 2024.

The proposal includes the following changes:

- Removes the word “garage” from the width standard for alley-loaded CD-3 lots.
- Directs the Zoning Administrator to compile list of typos, cross-references, and other formatting corrections for consideration by the City Council.

Planning staff will present detailed commentary at the December 4, 2024 meeting of the Planning Commission. The proposal

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.

Q4 Zoning Text Amendment
Limited Use Standards

Project #:	24-0475	Location:	N/A
Applicant:	Kevin C. McCarthy, AICP	Case Type(s):	Text Amendment
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	N/A

SUMMARY

The applicant, the Zoning Administrator, requests to amend the text of Ordinance 4400, the zoning ordinance for the City of Columbia. This is the fifth of five rounds of zoning text amendments staff has presented 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 track changes documents. Specifically the proposal relates to the limited used standards in Article 4 as well as related definition and procedural references in Articles 9 and 8.

- 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 ~~strikethrough~~ and underlines.
- The specific limited uses impacted by this amendment include: Home Occupations; Bars, Taverns, and Nightclubs; retailers of CBD, Vape, and Tobacco; and Short Term Rentals.
- 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 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 changes to the future land use plan. It further directs staff to engage residents and property owners to solicit suggestions for further changes to the ordinance. As mentioned above, this is

the final round of zoning text amendments staff plans to present to the Planning Commission between December 2023 and December 2024.

The proposal includes the following changes:

- Home Occupations
    - Distinguishes between "Major" and "Minor" home occupations;
    - Creates a process to allow major home occupations as a conditional use approved by the Board of Zoning Appeals;
    - Continues to permit minor home occupations administratively; and
    - Modifies definition of Home Occupation and Kennels.
- Bars, Taverns & Nightclubs
    - Removes 500 ft exclusion from residential property;
    - Adds exclusions around schools and parks;
    - Prohibits the use on lots and building sites next to residentially zoned property; and
    - Requires a 50 ft separation from property in single-family use regardless of zoning.
- Vape, Tobacco & Cannabinoid Retailers
    - Creates a use category for Vape, Tobacco & Cannabinoid Retailers;
    - Creates a definition for Vape, Tobacco & Cannabinoid Retailers;
    - Imposes a 500 ft separation requirement;
    - Imposes a 500 ft exclusion around schools, parks, and religious facilities; and
    - Requires 50 ft separation from residentially zoned property.
- Short Term Rental
    - Removes requirement that all Short-Term Rentals be accessory uses in owner-occupied dwellings;
    - Modifies the definition of Accessory Dwelling Unit (ADU) to allow the use of ADUs as short-term rentals;
    - Creates an administrative review and permitting process;

- Removes prohibition on short-term rentals in single-family character districts and allows them as a conditional use approved by the Board of Zoning Appeals;
- Allows short-term rentals by administrative approval in mixed use character districts and special districts;
- Requires a local point of contact for each permitted short-term rental; and
- Removes onerous parking requirements for short-term rentals.

Planning staff will present detailed commentary at the December 4, 2024 meeting of the Planning Commission. The proposal

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: PUBLIC HEARING ON ORDINANCE NO. 4537 - AN ORDINANCE AMENDING DEVELOPMENT SERVICES PLANNING FEE SCHEDULE FOR THE CITY OF COLUMBIA, TENNESSEE - CITYWIDE, FINANCIALLY RESPONSIBLE CITY PROVIDING EXCELLENT SERVICES.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The request is to amend the Fee Schedule for Development Services. The proposed amendments necessitate accompanying fees for the permits and processes that staff will be required to review and issue. The fees that were amended and added include a Short-Term Rental Fee of $300 requiring Board of Zoning Appeals approval; $150 Short Term Rental Fee requiring Administrative Approval; Small Accessory Permit fee of $25; Circulation of Approved Final Plat Fee of $35; and items for Annexation to notice and plan of services and resolutions to consist of an Advertising and Processing Fee of Cost. The Planning Commission recommended approval of this request with a vote of 6-0 at their December 4, 2024 meeting. The required notice of Public Hearing was advertised March 19, 2025, in The Daily Herald.

CERTIFICATION:
N/A

ATTACHMENTS: Ordinance No. 4537; Exhibit A; DS Staff Report.

AN ORDINANCE AMENDING DEVELOPMENT SERVICES PLANNING FEE SCHEDULE FOR THE CITY OF COLUMBIA, TENNESSEE.

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 December, 2024, the Planning Commission reviewed and recommended specific changes, in accordance to Section 8.5.4.C.3 of the Zoning Ordinance regarding development fees. The new proposed fee schedule is attached hereto as Exhibit "A" and incorporated herein by reference. Said recommendation is being considered after a public hearing held on the 10th day of April, 2025, notice of which was published in the Daily Herald of Columbia twenty-one (21) 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 repealing Planning Fee Schedule in its entirety and replacing such schedule with a new Planning Fee Schedule 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 proposed Zoning Ordinance Amendment is consistent with the remainder of this Ordinance, including, specifically, any purpose and intent statements;

b. The proposed Zoning Ordinance Amendment does not represent a new idea not considered in this Ordinance, but does represent a revision necessitated by changing circumstances over time;
c. The proposed Zoning Ordinance Amendment does not correct an error in this Ordinance; and
d. The proposed Zoning Ordinance Amendment is not a revision of this Ordinance for the purpose of complying 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 10th day of April, 2025.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

CITY OF COLUMBIA TENNESSEE

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

PLANNING FEE SCHEDULE

Payable upon Submission of Application
Non-refundable Except as Provided in Refund Policy

Comprehensive Plan Amendment[1]	
Submittal Fee	$ 300
Annexation with CD-3L Base Zoning	
Submittal Fee (10 acres or less); plus	$ 300
Next 90 acres or fraction thereof; plus	$20/acre
All over 100 acres or fraction thereof	$3/acre
Zoning Map Amendment "Rezoning" (§8.5.19)	
Submittal Fee (10 acres or less); plus	$ 450
Next 90 acres or fraction thereof; plus	$30/acre
All over 100 acres or fraction thereof	$5/acre
Planned Unit Development (§8.5.21)	
Preliminary Development Plan	
Submittal Fee (PUD-R and PUD-MU); plus	$ 500
PUD-R and PUD-MU; and/or	$25/dwelling unit
PUD-MU (non-residential acreage)	$50/acre
Final Development Plan	
PUD-R	$ 250
PUD-MU	$ 300
Revision of a Master Plan requiring Planning Commission Approval	100% of original fee
Major Site Development Plan (§8.5.6)	
New Multi-Family Residential Sites, Buildings, and Additions	
Submittal Fee; plus	$ 500
Residential Units	$10/unit
New Non-Residential and/or Mixed-Use Sites, Buildings, and Additions	
Submittal Fee; plus	$ 500
First 10,000 square feet of all floor area; plus	$0.05/square foot
All floor area over 10,000 square feet	$0.02/square foot
Development Plan submitted with Preliminary Plat	$10/unit
Revision of Plan Requiring Planning Commission Approval (§8.5.6.D.3); plus	50% of original fee
Renewal of Expiring Site Plan without Changes (§8.5.6.D.1-2)[2]	100% of original fee
Alternative Compliance	$500
~~**Minor Site Development Plan (§8.5.6)**~~[3]	
Administrative Development Plan Approval (§8.5.6.R)	$500
Renewal of Expiring Site Plan without Changes (§8.5.6.D.1-2)	100% of original fee

[1] Must be accompanied by a request for rezoning.
[2] Paid with building permit or site construction plan review, as applicable.
[3] All fees applicable to Major Site Development Plans apply to a Minor Site Development Plans referred to the CMPC by the ZA.

Rev. 2/13/2025

CITY OF COLUMBIA TENNESSEE

DEVELOPMENT SERVICES
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Board of Zoning Appeals (§8.5.16/8.5.17)		
	Appeal Of Planning Department Determination[4]	$ 300
	Zoning Variance Owner-Occupied Residential	$ 200
	Zoning Variance	$ 400
	Conditional Use	$ 300
Architectural Design Review (§8.5.15)		
	Design Review for Planned Unit Development	$ 150
	Design Review for structures in Special Districts (SD-LI, SD-HI, SD-INT)	$ 100
	Alternative Compliance - ARC	$500
	Alternative Compliance - ZA	$300
	Design Review Appeals	$50
Historic Zoning Commission (§8.5.13)		
Non-Residential/Non-Owner-Occupied Residential/Signs		
	Certificate of Appropriateness - Commission; plus	$ 150
	Certificate of Appropriateness - Administrative	$ 75
Owner-Occupied Residential		
	Certificate of Appropriateness - Commission	$ 25
	Certificate of Appropriateness - Administrative	No Charge
After the Fact Request for Certificate of Appropriateness/Multiple Reviews[5]		$300
Heavy Manufacturing Permit (§8.5.22)		
	Submittal Fee	$ 300
Subdivision (§8.5.24 and SubRegs)		
	Minor Subdivisions	
	Referred to Planning Commission Approval[6]	$ 500
	Staff-Approved	$ 250
	Preliminary Plat (Must Accompany a Development Plan)	
	Submittal Fee; plus	$ 500
	Per Lot; plus	$ 25
	Final Plat	
	Submittal Fee	$ 500
	Per Lot	$ 25

[4] Refunded if the BZA finds in favor of the applicant.

[5] This fee applies to all requests for approval for work already completed as well as requests which follow a Stop Work order. The fee also applies to second and subsequent requests to revise previous Commission-level approvals. The Zoning Administrator may charge the regular application fee in cases of bona fide hardship.

[6] Referred at the discretion of the Zoning Administrator or City Engineer. Fee may be reduced to $250 at the discretion of the Zoning Administrator or City Engineer when minimal additional staff time is required.

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Circulation of Approved Plat (Optional)	$35

Zoning Fees

Zoning Verification Letter Basic	$ 50
Zoning Verification Letter Detailed / Zoning Administrator's Determination	$ 75
Home Occupation Permit	$ 25
Mobile Vending Permit	$ 50
Small Accessory Permit	$25
Receipt of Plans Conforming to PUD or Site Development Plan	$ 100
Engineering/Planning Reinspection[7]	$ 50
Short Term Rental Permit[8]	$300
Zoning Compliance - Residential[9]	$ 100
Zoning Compliance - Commercial/Industrial[4]	$ 300
Zoning Compliance - Signs[10]	Lesser of 30% of project value or $300

Public Notice[11]

Advertising and Processing	
Items for which CMPC/ARC is the Decision Making Authority	$70
Items for which City Council is the Decision Making Authority	$145
Items for which BZA is the Decision Making Authority	$70
Items for which HZC is the Decision Making Authority	$70
Mailing and Processing	
Items for which City Council or BZA is the Decision Making Authority	$9/adjacent parcel
Posting of Signs	
Items for which City Council, CMPC, BZA, or HZC is the Decision Making Authority	$10

Additional Fees

Pre-application Meeting[12]	$ 225
Additional Fees for Multiple Technical Reviews[13]	50% of original fee
Technology Fee	$20

[7] If associated with Preliminary Plat, Site Plan, PUD or other PC, BZA, HZC, Design Review
[8] Double fees for after the fact permitting after May 13, 2024.
[9] Paid with building permit.
[10] Signs which require a CoA from the ZA or HZC may be credited $75 toward the Zoning Compliance fee, provided no revisions are necessary upon first review of the permit application.
[11] In addition to the initial fee, advertising and mailing fees must be paid each time an item is deferred at the applicant's request. May be waived at discretion of the Director of Development Services.
[12] Only applies to proposed comprehensive plan amendments, zoning map or text amendments, planned unit developments, site plans approved by Planning Commission, and preliminary plats. Fee is only charged when the City Engineer, Fire Marshall, and Zoning Administrator (or their designees) are each in attendance. The fee may be waived at the discretion of the Director of Development Services. The fee may be credited to one subsequent related application for Planning Commission review received within six months of the meeting date.
[13] Applicable to Planned Unit Developments, Site Development Plan, and Preliminary Plats which the Zoning Administrator deems noncompliant after two reviews by the Development Review Committee (DRC), and to applications refereed back to the DRC due to technical deficiencies. May be waived at discretion of the Director of Development Services and/or the Planning Commission.

CITY OF COLUMBIA TENNESSEE

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Refund Policy
All advertising and processing fees are non-refundable.

All mailing and processing fees are non-refundable.

Fees for Planning Commission items may be refunded, less a $100 processing fee if the applicant withdraws the application at least twenty-four hours prior to the meeting of the Development Review Committee when the request is scheduled for it first technical review. Fees for Planning Commission items are non-refundable at any later point.

Fees for Board of Zoning Appeals may be refunded, less a $50 processing fee if the applicant withdraws the application at least seven days prior to the scheduled meeting. Fees for Board of Zoning Appeals items are non-refundable at any later point.

Fees for Historic Zoning Commission items may be refunded if the applicant withdraws the application at least seven days prior to the scheduled meeting. Fees for Historic Zoning Commission items are non-refundable at any later point.

Zoning fees are non-refundable.

Abbreviations
Columbia Municipal Planning Commission (CMPC)
Architectural Design Review Commission (ARC)
Development Review Committee (DRC)
Board of Zoning Appeals (BZA)
Historic Zoning Commission (HZC)
City Council (CC)
Zoning Administrator (ZA)

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. 4538 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, 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 IT WITH A NEW ARTICLE 9, DEFINITIONS - CITYWIDE,MORE ATTRACTIVE, LIVABLE CITY.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The Department of Development Services is requesting to amend the Zoning Ordinance of Columbia, Ordinance 4400, with changes concerning Article 9: Definitions, as reviewed and recommended by the Planning Commission at the December 4th, 2024 meeting. The changes and additions to definitions include the following: Minor Home Occupation; Major Home Occupation; Kennel; Short-Term Rental Unit; Tobacco, Vape, and Cannabinoid Retailers

Approval was recommended by a vote of six to zero. The required notice of Public Hearing was advertised on March 19, 2025 in The Daily Herald.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance 4538; Exhibit A; Ordinance No. 4538 Marked Changes, DS Staff Report.

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 IT WITH A NEW ARTICLE 9, DEFINITIONS.

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 December 2024, the Planning Commission reviewed and recommended specific changes in accordance to Section 8.5.18, to the Zoning Ordinance regarding Definitions in Article 9. As a result, Article 9 is being repealed in its entirety and replaced with a new Article 9 which is attached hereto as Exhibit A and incorporated herein. Said recommendations are being considered after a public hearing held on the 10th day of April, 2025, notice of which was published in the Daily Herald of Columbia twenty-one (21) 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 9 in its entirety and replacing such Article with a new Article 9, Definitions, 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 BYTHE CITY OF COLUMBIA, TENNESSEE, this the 10th day of April 2025.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

_____

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration:_____

SECTION 9.1 WORD USAGE 445
SECTION 9.2 TERMS 446
A. CAPITALIZED TERMS 446
B. UNDEFINED TERMS 446
SECTION 9.3 DEFINED TERMS 446

ARTICLE 9 DEFINITIONS

SECTION 9.1 WORD USAGE

1. The following shall be applicable to certain words used in this Ordinance and the interpretation of this Ordinance. Unless the context or natural construction of the wording clearly indicates otherwise:
2. All words used in the present tense include the future tense; all words in the plural number include the singular number and all words in the singular number include the plural number.
3. The words "must" and "shall" are mandatory.
4. The words "used" or "occupied" include the words intended, designed, maintained, or arranged to be used or occupied.
5. The particular shall control the general.
6. The word "may" is permissive.
7. In the case of any difference of meaning or implication between the text of this Ordinance and any caption or illustration, the text shall control. Where in conflict, numerical metrics shall take precedence over graphical metrics.

The word "permitted" or words "permitted as of right," whether or not capitalized, means permitted without meeting the requirements for a Conditional Use Permit or compliance with limited use standards.

The words "conditionally permitted" or "permitted by Conditional Use Permit" mean permitted subject to the requirements for Conditional Use by special permit pursuant to Section 4.3.9.D, of this Ordinance, and all other applicable provisions.

The words "Permitted Subject to Limited Use Standards" means permitted subject to compliance with the applicable limited use standards pursuant to Section 4.3.9.D and all other applicable provisions of this Ordinance.

The word "applicant" includes any authorized agent of the applicant.

The phrase "used for" shall include the phrases "arranged for", "designed for", intended for", maintained for", and "occupied for".

Unless the context clearly indicates to the contrary, conjunctions shall be interpreted as follows:

"and" indicates that all connected items, conditions, provisions or events shall apply.

"or" indicates that any of the connected items, provisions, or events shall apply.

"either . . . or" indicates that the connected items, conditions, provisions, or events shall apply singly but not in combination.

Unless expressly provided otherwise, all public officials, bodies, and agencies to which reference is made are those of the City.

SECTION 9.2 TERMS

A. Capitalized Terms

Certain capitalized terms used in this Ordinance are defined below or elsewhere in this Ordinance and shall be given such meanings unless the context clearly indicates or requires a different meaning.

B. Undefined Terms

Undefined terms used in this Ordinance shall have the meanings customarily assigned to them.

SECTION 9.3 DEFINED TERMS

For purposes of this Ordinance, the following terms shall have the meanings set forth below unless the context clearly indicates or requires a different meaning:

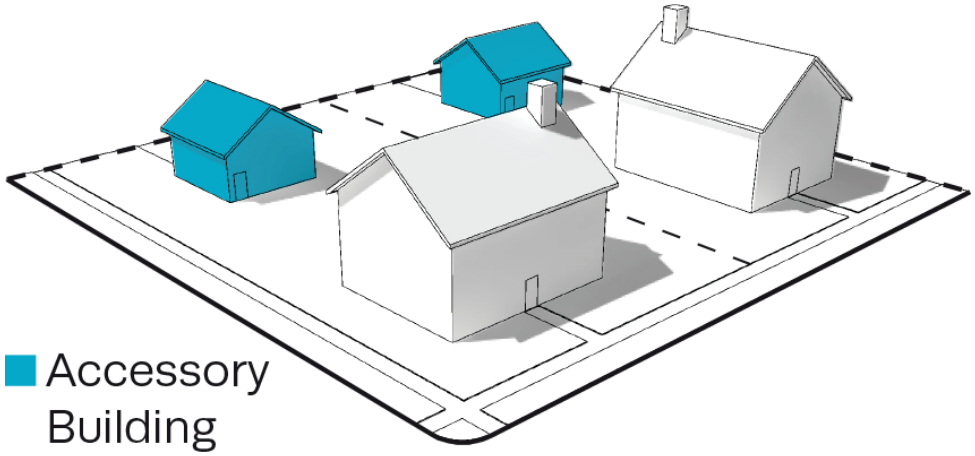
A.

Abut/Abutting: To share or sharing a common property line. For the purposes of this definition, properties across an intervening right-of-way shall not be considered abutting.

Access: As a noun, a legal and physical means of entering premises, whether by Adjacency, Easement, or otherwise; as a verb, the act of entering premises.

Accessory Building: A Building that shares a Lot or Building Site with a Principal Building and that is customarily and clearly incidental and subordinate to the Principal Building. An Accessory Building may or may not have an Accessory Unit or be occupied or devoted to one or more Accessory Uses. An Accessory Building may or may not be attached to the Principal Building. See **Illustration 9.3.A-1 (Principal Building & Accessory Building).**

ILLUSTRATION 9.3.A-1 ACCESSORY BUILDING



Accessory Dwelling: A residential living unit on the same parcel as a single-family dwelling. The Accessory Dwelling provides complete non-transient independent living facilities for one or more persons while remaining physically subordinate and accessory to the principal residence. It may take various forms: a detached unit; a unit that is part of an accessory structure, such as a detached garage; or a unit that is part of an expanded or remodeled primary dwelling.

Accessory Use: A Use that is customarily and clearly incidental and subordinate to a Principal Use of land or a Structure and located on the same parcel of land, Lot, or Building Site as such Principal Use.

Accommodations / Lodging Uses: A Commercial Use sub-category characterized by premises available for daily or weekly renting of bedrooms or suites for periods of less than 30 days, including without limitation Bed and Breakfast, Inn, Hotel, and Motel. A Short-Term Rental Unit is not an Accommodations / Lodging Use. See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses)**. Private campground, hunting/fishing camp, and dude ranch, shelter for the homeless, and Recreational vehicle (RV) park are not included in Accommodations / Lodging Uses.

Actual Construction or Development: The excavation of a site and/or the systematic placement of building materials in conjunction with the Development of land or construction of a Building or other Structure.

Addition: With respect to an existing Building, any walled and roofed new construction expansion to the perimeter of a Building in which the addition is connected by a common load - bearing wall other than a fire wall or is separated by independent perimeter load – bearing walls.

Adult Day Care: As defined in the Rules of Tennessee Department of Human Services Community and Social Services.

Address Sign: A Sign type, described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Adjacent/Adjoin: Having any distance of real property boundary in common with another property, or being separated from the other property boundary by a right- of-way, Thoroughfare, Internal Drive, Alley, Easement, or Civic Space. Not synonymous with Abutting.

Administrative Adjustment: Administrative relief from a standard or requirement of this Ordinance, granted pursuant to the provisions of Article 8 (Administration, Procedure, & Enforcement) by the Zoning Administrator or other staff as specifically authorized by this Ordinance.

Adult Arcade: Any place to which the public is permitted or invited wherein coin – operated or slug – operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors or other image – producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting of Specified Sexual Activities or Specified Anatomical Areas.

Adult Bookstore or Adult Video Store: An establishment having as its principal Business purpose the sale or rental of books, magazines, slides, films, video cassettes, video discs, or any other form of media, which are distinguished or characterized by their emphasis on matter depicting, describing or relating to Specific Sexual Activities or Specific Anatomical Areas.

Adult Care Home: A single family residence licensed pursuant to TSA Title 68, Chapter 11, Part 2, in which twenty-four-hour residential care, including assistance with activities of daily living, is provided in a homelike environment to no more than five (5) adults who are elderly or have a disability, as defined in TSA section 68- 11-201.

Adult Day Care Facility: Premises at which care, supervision, or guidance is provided for one or more adults, whether or not the facility is operated for profit and whether or not the facility charges for services offered by it. Notwithstanding the foregoing, Adult Day Care Facility does not include:

Facilities for disabled or mentally ill Persons;

Facilities owned and operated by a local church congregation or an established religious denomination or a religious college or university which does not receive State or federal financial assistance for adult care services.

Adult Entertainment: Any conduct that presents material by books, films, slides, video cassettes, video discs, or any other media or by live presentation, or services to the patron of an establishment, which material or services are distinguished or characterized by an emphasis on matters depicting, describing engaging in, or relating to Specified Sexual Activities or Specified Anatomical Areas.

Adult Motion Picture Theater: A Building regularly used for presenting material having as a dominant theme or presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to Specified Sexual Activities or Specified Anatomical Areas, for observation by patrons therein.

Adult-Oriented Entertainment: Use whereby premises to which the public or members of the public are invited or admitted and which are so physically arranged as to provide booths, cubicles, rooms, compartments or stalls

separate from the common areas of the premises for the purpose of viewing Adult – Oriented Motion Pictures, or wherein an entertainer provides Adult Entertainment to a member of the public, a patron or a member, when such Adult Entertainment is held, conducted, operated or maintained for a profit, direct or indirect, including without limitation, Adult Bookstores or Adult Video Stores, Adult Motion Picture Theaters, Adult Arcades, Adult Theaters or Cabarets. any Adult Entertainment studio or any premises physically arranged and used as such, whether advertised or represented as an adult entertainment studio, rap studio, exotic dance studio, encounter studio, sensitivity studio, modeling studio or any other term of like import.

Agricultural Uses: Sub-category of Agricultural and Extractive Use category characterized by Uses that create or preserve areas intended primarily for the raising of animals and crops, and the secondary industries associated with agricultural production.

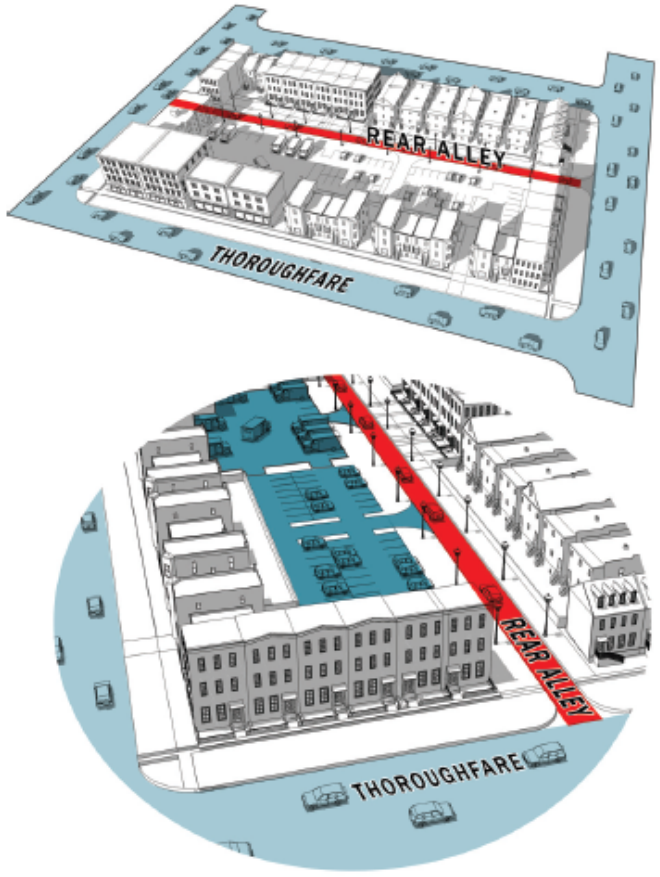
Agricultural and Extractive Uses: (1) collectively, Agricultural Uses and Extractive Uses; (2) a collective reference to Uses in the following sub- Categories: Agricultural Uses and Extractive Uses, as listed in **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses) Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses),** and **Table 4.3.9.A-1 (Building, Lot & Building Site Temporary Uses).**

Alcoholic Beverage: Any fermented liquor, such as wine, beer, or distilled spirit, which contains ethyl alcohol (ethanol) as an intoxicating agent.

Alcoholic Beverage Retail Sales: An establishment engaged in the Retail sale of Alcoholic Beverages for off-premises consumption.

Alley: Generally, a vehicular way, which is not intended for general traffic circulation, which affords secondary access to Abutting property, and which may or may not be dedicated to public use. An Alley is not a Thoroughfare or an Internal Drive. See **Illustration 9.3.A-2 (Alley).** See also Rear Alley.

ILLUSTRATION 9.3.A-2 ALLEY



Alteration / Alter: As applied to a Structure, an Addition or a change, rearrangement, or modification in the structural members or elements or the exit facilities, or in any element of the Private Frontage, the Facade or any other exterior architectural feature, including without limitation erection, construction, reconstruction, or removal; any diminution; any enlargement, whether by extending on a side or by increasing in height; moving from one location or position to another; increasing the Floor Area; expending an amount more than 50% of the fair market value; or increasing the fair market value by more than 50%. Alteration does not include Ordinary Maintenance or Repair. The term Alter, in its various modes and tenses and its participial form, refers to the making of an Alteration.

Alternative Tower Structure: As related to Wireless Communication Facilities, trees, clock towers, bell steeples, light poles, water tanks and similar alternative – design mounting structures that camouflage or conceal the presence of antennas or towers.

Antenna: Any exterior apparatus designed for telephonic, radio or television communications through the sending and/or receiving of electromagnetic waves.

Applicant: The owner, lessee, or contract vendee of the subject premises, or other person or entity authorized to make application to a Decision-Making Authority or administrative Person pursuant to this Ordinance.

Arcade: A Private Frontage type, which is conventional for Retail / Personal Service / Repair / Artistic / Artisan Use, wherein a colonnade supporting habitable space in one or more upper levels overlaps the Sidewalk, while the Façade at the first level remains at the Frontage Line. See **Table 4.3.7.A (Private Frontage Types).**

Area of Special Flood Hazard: As defined in Section 6.12.2. Also, may be referred to as "Special Flood Hazard Area".

Artisan Establishment: Any Structure, premises, or establishment in or on which articles of artistic quality or effect or handmade workmanship are produced with or without Retail sales of such articles. Examples of activities that may be conducted in an Artisan Establishment are candle making, furniture making, glass blowing, weaving, pottery making, woodworking, sculpting, painting, and tailoring.

Art or Photography Studio: Premises accommodating the creation of works of art or photography, with or with the exhibition or sale of such works.

Artist Studio Space: Space used for the creation, production, rehearsal, or teaching of any performance, visual, or literary art or craft, including but not limited to painting, drawing, graphic design, photography, video, film, sculpture, pottery, written works of fiction or nonfiction, whether for live or recorded, including music, dance, and theater, and accessory sales of such art.

Assisted Living Apartment: Multiple unit Residential premises for elderly, infirm, or disabled residents, in which housekeeping, meals, and other assistance are available to residents.

Attached: An enclosure having continuing walls, roof and floor.

Attached Dwelling: Residential premises characterized by two or more Dwelling Units being incorporated into a single Structure or attached Structures, specifically being 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.

Attic: The interior part of a Building contained within a pitched roof structure. See **Illustration 9.3.A-3(Attic).**

ILLUSTRATION 9.3.A-3 ATTIC



Avenue (AV): A Thoroughfare or Internal Drive of high vehicular capacity and low to moderate speed, acting as a short distance connector between urban centers, and sometimes equipped with a landscaped median, described as such in **Table 4.3.8.A (Thoroughfare Types - Summary)** and **Table 4.3.8.B (Thoroughfare Assemblies and Standards).**

Awning Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

B.

Bakery: Premises at which cakes, cookies, bread, pastries, tarts, and/or other baked goods are made, whether or not such items are sold at Retail.

Band Sign: The Sign Type described as such in **Tables 7.1.2.B-1 (Sign Types - Summary)** and **7.1.2.B-2 (Sign Types - Specific Standards).**

Bar or Tavern: An establishment serving Alcoholic Beverages to be consumed on the premises.

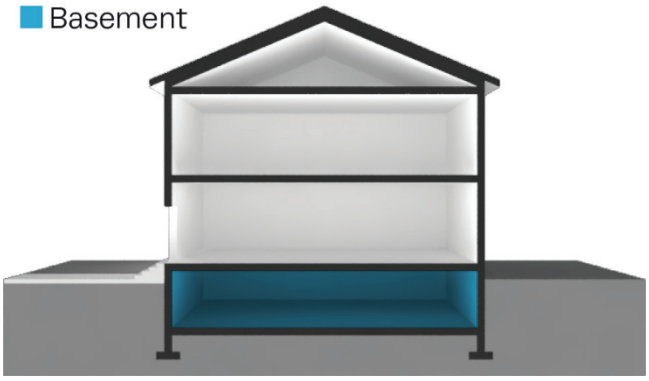
Base: The structural elements, design features, and materials associated with the part of a building that meets the ground and visually differentiates it from the Middle, typically a Knee Wall or Foundation Cladding.



Base Flood Elevation: As defined in Section 6.12.2.

Basement: A portion of a Building having more than half (1/2) of its clear floor- to- ceiling height below the average finished grade of the ground. See **Illustration 9.3.B-1 (Basement).**

ILLUSTRATION 9.3.B-1 BASEMENT



Bed and Breakfast: An Accommodations / Lodging Use characterized by 1 to 5 bedrooms of an owner-occupied Building or Accessory Building being offered to paying guests for overnight Lodging with breakfast. A Short- Term Rental Unit is not a Bed and Breakfast.

Bicycle Lane (BL): A dedicated lane for cycling within a moderate-speed vehicular Thoroughfare, demarcated by striping. See **Table 5.2.4.B (Bikeway Types).**

Bicycle Locker: A fully enclosed space for one bicycle, accessible only to the owner or operator of the bicycle. It protects the entire bicycle, its components and accessories from theft and inclement weather. Bicycle lockers may be pre-manufactured or may be designed for individual sites.

Bicycle Rack: A stationary object to which the bicycle user can lock the frame and one or both wheels of a bicycle with a user-provided U-shaped lock or cable, and which is either anchored to an immovable surface or is heavy enough that it cannot be easily moved.

Bicycle Route (BR): A Thoroughfare that is suitable for the shared use of bicycles and automobiles moving at low speeds. See **Table 5.2.4.B (Bikeway Types).**

Bikeway Stub: A nonpermanent, dead-end Bikeway within a public right-of-way or a public access easement which extends to the boundary of an Adjacent property. Stubs allow the continuation of Bikeways in conjunction with development on adjacent property.

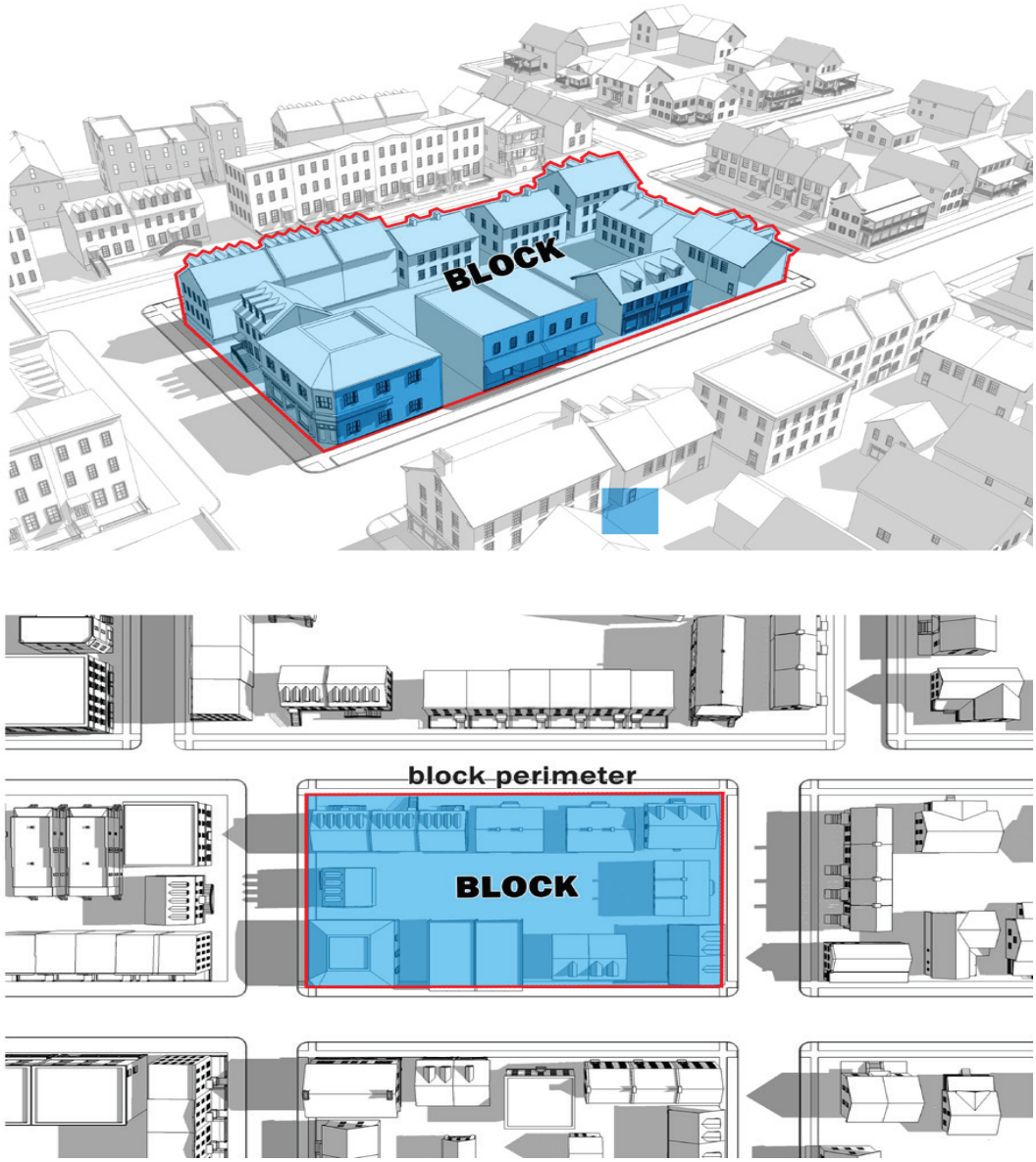
Bicycle Trail (BT): A bicycle way running independently of a vehicular Thoroughfare. See **Table 5.2.4.B (Bikeway Types).**

Billboard: A Sign intended for viewing from extended distances, which is mounted on one or two poles. A Pylon Sign is not a Billboard.

Blade Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Block: The aggregate of Lots, Building Sites, Passages, Civic Spaces and Rear Alleys, circumscribed by Thoroughfares or Internal Drives, or where applicable, circumscribed by Thoroughfares, Internal Drives, Civic Space, and/or waterbodies. See **Illustration 9.3.B-2 (Block).**

ILLUSTRATION 9.3.B-2 BLOCK



Block Face: The aggregate of all Building Facades on one side of a Block.

Board or Board of Appeals: The Board of Zoning Appeals of the City.

Boat - Related Uses: The term referring collectively to Boat Body Shop, Maintenance, Repair, or Cleaning, Boat Dock, Boat Sales, Rental, Leasing, or Chartering, Boat Ramp, Boat Rack, Boat Slip, Boat Slip Sales or Leasing, and Boat Storage.

Boat Body Shop, Maintenance, Repair, Cleaning, or Service: A Structure, premises, or establishment in or on which watercraft are maintained, repaired, serviced, and/ or cleaned, including without limitation, incidental storage for fewer than sixty (60) days of watercraft that are being maintained, repaired, serviced, and/or cleaned. This term does not include boat building or Boat Storage.

Boat Dock: A Structure extending into or upon a waterway or water feature, which provides access to the water for the launching and retrieving of watercraft.

Boat Rack: A storage slip for a boat in a dry stack storage facility.

Boat Ramp: An inclined area providing access to the water for the launching and retrieving of watercraft.

Boat Sales, Rental, Leasing, or Chartering: A Structure, premises, or establishment in, on, or from which watercraft are available for sale, rental, leasing, or chartering.

Boat Slip: A docking space alongside a pier, wharf or mooring dolphins in which a waterborne boat may be moored. For purposes of this Ordinance and in the absence of an authorized quantity of Boat Slips by State or federal regulating agencies, a Boat Slip shall be a minimum length of 25 feet for side mooring and 15 feet for stern moorings.

Boat Storage: A Structure, premises, or establishment in or on which watercraft are stored. This term does not include boat building or Boat Body Shop, Maintenance, Repair or Cleaning.

Breakaway Wall: As defined in Section 6.12.2.

Brewery: An establishment that is primarily used for the manufacture of beer. Such establishment may sell beer for on-site consumption or for off- site distribution in accordance with applicable state and local regulations.

Brewpub: A Use or establishment that is primarily engaged in the sale and service of food for on- premises consumption and that also brews beer for on-site consumption in accordance with applicable state and local regulations.

Buffer: A specified land area, located parallel to and within the outer perimeter of a Lot, Building Site, or parcel of land and extending to the Lot, Building Site, or parcel boundary line, together with the planting and landscaping required on the land. A Buffer may also contain, or be required to contain, a barrier such as a fence or wall, or combination thereof, where additional Screening is necessary to achieve the desired level of buffering between various Uses. The term "Buffer" is not synonymous with the term "Setback Area or Yard" or the term "Stormwater Management Area."

Building: Any Structure, other than a Parking Structure, having a roof supported by columns or by Walls and intended for the shelter, housing, enclosure, or storage of Persons or property.

Building Element: Any component or part of a Building.

Building Official: The City Chief Building Official or designee.

Building Site: A parcel of land that has not been subdivided as a separate Lot, but which is designated by an applicant as a Building Site to be separately built on in a Development Plan or Master PUD Development Plan, site plan, permit application, or plat, and which accommodates, or is available to accommodate, a Principal Building. See **Illustration 9.3.L-4 (Lot / Building Site). See also "Lot", "Lot or Building Site of Record",** and **"Zoning Lot or Building Site**".

Building Systems Business: Establishment that installs, services, maintains, and/or repairs Building systems, such as heating, ventilation, air conditioning, electrical, and plumbing contractors.

Business: Operation of or engagement in for-profit activities and endeavors, including without limitation Commercial and Industrial activities and endeavors.

Business Office: Premises available for any function of a Business. Examples are advertising office, Business management, consulting, data processing, collection agency, real estate or insurance agent, sales office, travel agency, Business incubator, TV or radio studio, Utility office, and conference center.

Business, Trade, or Vocational School: An Education Use providing education or training in Business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a Home Occupation, College, or University.

C.

Canopy Tree: A tree that has an expected height at maturity greater than 40 feet and which produces significant shade because it has a crown that is oval, round, vase-shaped, or umbrella-shaped.

Canteen Truck: A Mobile Vending Apparatus used to serve pre-cooked products to workers at various locations where other food service options are unavailable or impractical (e.g. construction site). Service is often from the Right-of-Way.

Cap: The structural elements, design features, and materials associated with the top floor or top edge of the building to differentiate it from the middle and create a visual end to the building, typically a parapet, cornice or eaves line.



Catering Service: An establishment that prepares and provides food and related services to off-premises locations.

Catering Events Establishment: Any Non-Residential room, place, or space where food and beverages are available for consumption, that is regularly leased or hired out for functions, occasions, or events, to which the general public is not invited or admitted and wherein music or entertainment may be provided.

Cemetery: Land used or intended to be used for the burial of the dead and dedicated for purposes of containing graves, tombs, and funeral urns, including when located or operated in conjunction with and within the boundaries of the Cemetery, columbarium's, crematoriums, mausoleums, and mortuaries.

Central Sewage Collection and Treatment System: A wastewater collection and/or treatment system owned and operated by a public or quasi – public organization and approved by all appropriate licensing and oversight agencies. This term shall not be construed to include any type of privately owned and operated individual disposal system such as private septic or other similar systems.

Certificate of Appropriateness: A certificate issued by the Historic Zoning Commission indicating its approval of plans for Alteration, Construction, removal, or demolition of a Historic Structure or Structure within a Historic District or Historic Landmark District.

Certificate of Completion: A certificate issued with respect to a submission pursuant to this Ordinance, which certifies that such submission is complete in accordance with the applicable requirements under this Ordinance.

Certificate of Compliance: A certificate issued with respect to a submission pursuant to this Ordinance, which certifies that such submission complies with the applicable requirements under this Ordinance.

Certificate of Economic Hardship: A certificate issued pursuant to Section 8.5.14, which evidences a determination that an Economic Hardship exists with respect to remedying a Condition of Neglect related to a Historic Property, which certificate authorizes such Alteration, Construction, removal, or demolition even though a Certificate of Appropriateness therefor has previously been denied.

Certificate of Occupancy: A written permit, which is required before occupying or commencing to use any Building, Lot, Building Site, or other parcel of land.

Character District: One of several areas on a Zoning Map to which certain Character District Development, Lot or Building Site, Building, Development Parcel standards are applied. See **Tables 4.3.1-A - 4.3.1.G (District Standards Character Districts).**

Child Care Facility: Premises at which care, supervision, or guidance is provided for a minor child who is not related by blood, marriage, or adoption to the owner or operator of the facility, whether or not the facility is operated for profit and whether or not the facility charges for services offered by it. Notwithstanding the foregoing, Childcare Facility does not include:

An educational facility, whether private or public, which operates solely for educational purposes in Grades K or above;

Kindergarten programs for five-year-olds;

Children's Day Camps;

School vacation or school holiday day camps for children operating in distinct sessions running less than three weeks per session;

Summer resident camps for children;

Bible schools normally conducted during vacation periods;

Facilities for disabled or mentally ill Persons;

Facilities owned and operated by a local church congregation or an established religious denomination or a religious college or university which does not receive State or federal financial assistance for childcare services.

Children's Day Camp: Premises at which activities are offered to school-aged children in a social setting and the children return home in the evenings.

City: The City of Columbia, Tennessee.

City Code: The municipal code of the City, as the same may be amended and in effect from time to time.

City Council: The City Council of the City.

Civic Uses: (1) not-for-profit Uses dedicated to arts, charitable, philanthropic, culture, Education or Recreation, government, transit, or Parking purposes; (2) a collective reference to the Uses listed under the heading "Civic Uses" in **Table 4.3.9.1-A (Building, Lot, & Building Site Principal Use), Table 4.3.9.1-B (Building, Lot, & Building Site Accessory Use), and Table 4.3.9.1- C (Building, Lot, & Building Site Temporary Use).**

Civic Building: A medium- to large-sized attached or detached Principal Building type, which is operated by a not-for-profit organization or governmental entity, is dedicated to Civic activities, and is designed to stand apart from its surroundings due to the specialized nature of its Civic purpose. Examples include but are not limited to Auditoriums, Conference / Convention / Exhibition Centers, Libraries, Places of Assembly, Courthouses, centers of government, Performing Arts Venues, and Museums. Civic Buildings are often the most prominently sited and architecturally significant Buildings in a community. See **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Civic Space: An outdoor area dedicated for Civic Use, which meets the applicable standards of this Ordinance. See **Table 5.3.3-A (Civic Space Types - Summary)** and **Table 5.3.3-B (Civic Space Types -Specific Standards).**

Civic District: An area on the Official Zoning Map designated for Civic Building(s) and/or Civic Space(s).

Civil Support: Use category collectively referring to the Uses listed as such in **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses).**

Clinic: A Medical Clinic or Dental Clinic.

College or University: An educational institution that offers courses of general or specialized study leading to a degree.

Commercial Uses: The Use category, which is a collective reference to the Uses in the following Use sub-Categories, as listed in **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses):**

Accommodations / Lodging, Day Care (non-Civic), Educational Facilities (non-Civic), Indoor Recreation, (Commercial), Group Assembly, Outdoor Recreation (Commercial), Commercial Parking (Commercial), Restaurant, Retail / Personal Service / Repair / Art /Artisan, Self-Service Storage, Boat-Related Uses, Motor Vehicle-Related Uses, Manufactured Home Sales, and Wholesale Sales.

Commercial Building: A small- to medium-sized attached or detached non-Residential Building Type, typically designed to facilitate pedestrian-oriented Retail/ Personal Service / Repair / Art / Artisan Uses and Office Uses. See **Table 4.3.8.A (Principal Building Types Summary)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Commercial Indoor Athletic Training Facility: Business establishment providing indoor facilities designed and used for active participatory athletic activities or training, including but not limited to personal strength and fitness training, gymnasiums, skating rinks, swimming pools, and tennis courts. Specifically excluded are Health Clubs, Day Spas, and Sports Venues.

Commercial Parking: A Parking Lot or Parking Structure operated as a for-profit endeavor.

Common Destination: An area of focused community activity, usually defining the approximate center of a Pedestrian Shed. It may include without limitation one or more of the following: a Civic Space, a Civic Building, a Commercial center, or a transit station, and may act as the social center of a neighborhood.

Common Open Space: A parcel or parcels of land and/or an area of water within a development site designated, designed, and intended for use or enjoyment of the occupants of the Development site. Common Open Space may contain such complementary Structures and Improvements as are necessary and appropriate for the benefit and enjoyment of the occupants of such Development site

Common Yard: A planted Frontage wherein the Facade is set back substantially from the Frontage Line, and the Front Yard so created remains unfenced and is visually continuous with Abutting yards, supporting a common landscape. See **Table 4.3.7.A (Private Frontage Types).**

Communications Equipment: Equipment used for communication, transmission or reception by Business, governmental, or other public or quasi-public users, including without limitation cellular towers. This does not include communication equipment for amateur radio operators licensed by the Federal Communications Commission that are exempt from local zoning restrictions.

Communication Services: An establishment primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms, including without limitation, Radio or Television Broadcasting Studio, News Syndicates, Video or Audio Studio, Telecommunication Service Center, and Telegraph Service Center.

Communications Tower: A tower of any size that supports Communications Equipment, transmission or reception by Commercial, governmental, or other public or quasi- public users, including without limitation cellular towers. This does not include communication towers for amateur radio operators licensed by the Federal Communications Commission that are exempt from local zoning restrictions or communications towers under 100 feet in height used solely for educational communications purposes.

Community Garden: A private or public Civic Space type for the cultivation of fruits, flowers, vegetables, or ornamental plants by more than one person or family, described as such in **Table 5.3.3.A (Civic Space Types-Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards).**

Community Service: Sub-category of the Civic Uses category, being Uses of a public, non-profit, or charitable nature providing ongoing education, training, or counseling to the general public on a regular basis, without a Residential component, including without limitation, Civic Building, club or lodge (Civic), food distribution center (Civic), gallery (Civic), Parking Lot or Parking Structure (Civic), Philanthropic Institution, Place of Assembly, post office, neighborhood arts center (Civic), recreation facility (Civic), Senior Center (Civic), Sports Venue (Civic), transit shelter, transit station, transit terminal with or without vehicle storage or maintenance, and union hall.

Completely Enclosed: Refers to a Building or other Structure having a roof, separated on all sides from adjacent open areas, by exterior walls or Party Walls, pierced only by windows or entrance and exit doors normally provided for persons, goods or vehicles.

Comprehensive Plan: The general plan of the City of Columbia as adopted according to T.C.A. § 13-4-201 through 203, also referred to as Connect Columbia. The Comprehensive Plan includes all text and maps of Connect Columbia as well as any ancillary special area plans.

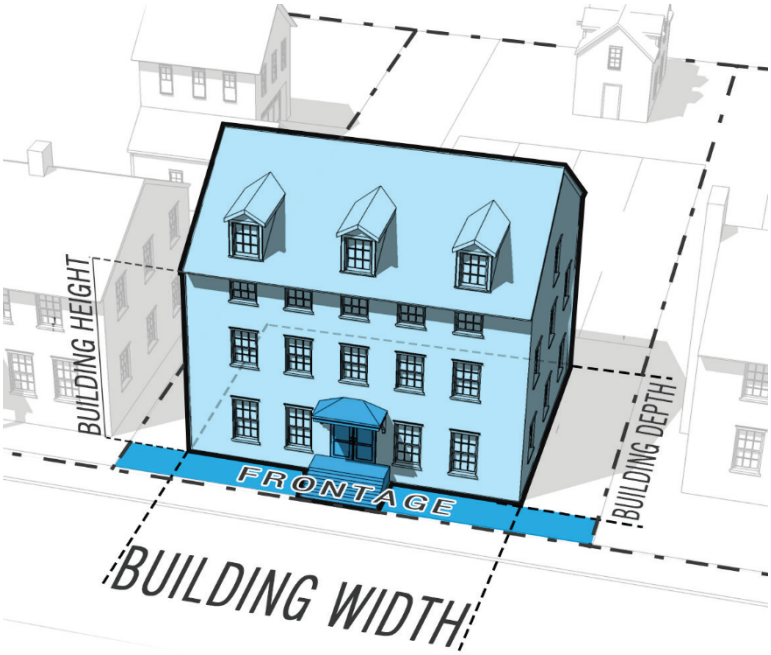
Conditional Use: A Use that would not be appropriate generally or without restriction throughout the applicable District, but which, if controlled as to number, area, location, or relation to the neighborhood, would promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity, or general welfare. Conditional Uses are subject to all such controls and to approval by the Board of Zoning Appeals. For purposes of the administration of this Ordinance, Conditional Uses shall be construed as synonymous with special exceptions, as controlled by TCA Section 13 – 7 – 206.

Conditional Use Permit: A permit issued pursuant to Section 8.5.16.C.

Conditions of Neglect: As defined in Section 8.5.14.C.1.

Configuration: With respect to a Building, its form, including its Massing, Private Frontage, Width, and Height. See **Illustration 9.3.C-1 (Configuration).**

ILLUSTRATION 9.3.C-1 CONFIGURATION



Conference / Convention / Exhibition Center: Premises that accommodate conferences, exhibitions, meetings, seminars, training sessions, and other similar gatherings.

Construction: The act of adding an Addition to an existing Structure or the erection of a new Structure.

Construction Business: An establishment engaged in any Business involving activities generally referred to general contracting, construction trades, building, or Development.

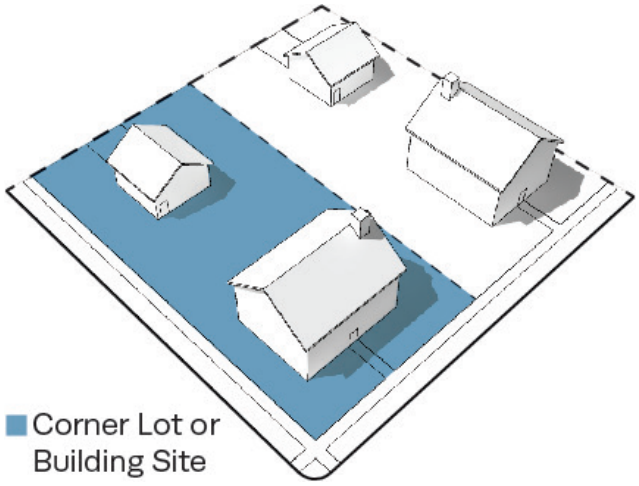
Continuum of Care Facility: A facility providing one or any combination of assisted living, nursing home, or skilled nursing for the elderly or other individuals incapacitated in some manner for medical reasons, as determined and licensed and/or certified by the Tennessee Department of Health, Board of Licensing Health Care Facilities. Included in this definition are homes for the aged, as defined by TCA Sections 68-11-201. Continuum of Care Facilities may include a small amount of age-restricted independent living as part of the overall continuum of care.

Contractor Materials Sales: The sale of building materials at wholesale without Outdoor Storage.

Convenience Store: An establishment primarily engaged in the provision of frequently or recurrently needed goods for household consumption, such as prepackaged food and beverages, newspapers, and limited household supplies, to customers who generally purchase only a few items. Convenience stores shall not include fuel pumps or the selling of fuel for motor vehicles.

Corner Lot or Building Site: A Lot or Building Site type of which at least two Abutting sides Abut Thoroughfares, Internal Drives, Pedestrian Ways, Civic Spaces, or other public places. See **Illustration 9.3.C-2 (Corner Lot or Building Site).**

ILLUSTRATION 9.3.C-2 CORNER LOT OR BUILDING SITE



Corridor: A lineal geographic system incorporating a Thoroughfare, Internal Drive, Greenway, or other Civic Space.

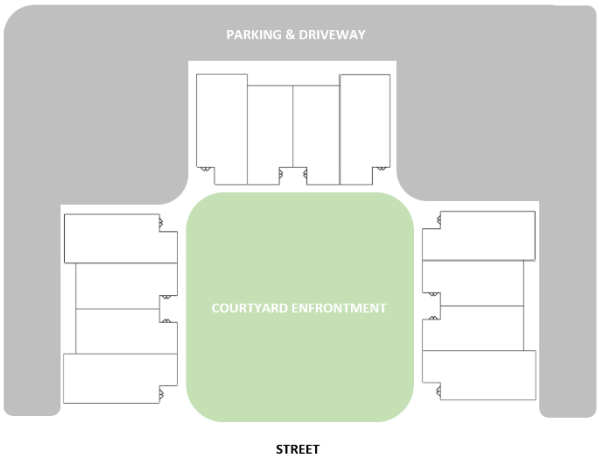
Cosmetic Reconditioning: Incidental repair and refinishing of a vehicle, limited to plastic and trim parts, including bumpers, moldings, mirrors, headlight lenses, and the restoration of alloy wheels. Vehicle side panels may also be refinished when a bumper scrape carries onto a fender. Cosmetic Reconditioning shall not include painting of a complete vehicle, or use of traditional collision repair equipment, such as a frame machine, weld, or unibody straightening machine.

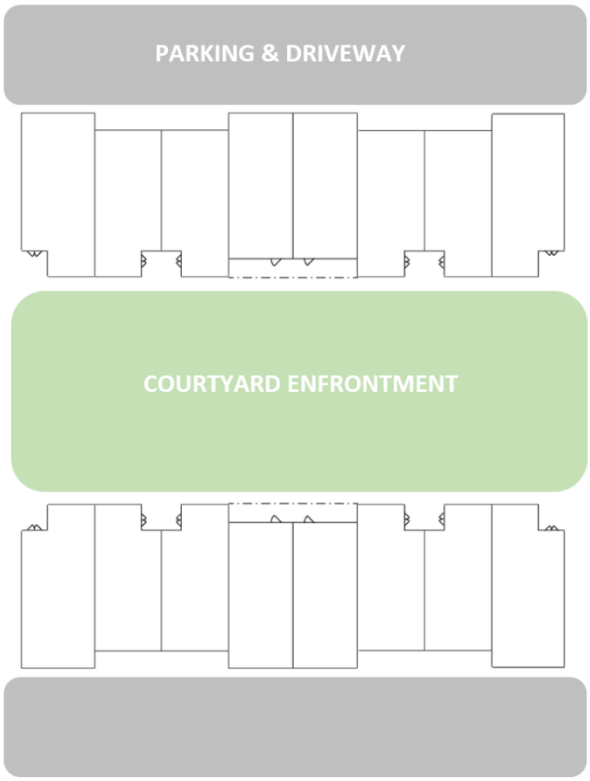
Counseling Service: An establishment providing counseling, guidance, or similar services to persons requiring rehabilitative or vocational assistance. This term includes job training and placement services.

Court: An open unoccupied space, other than a Setback Area or Yard, on the same Lot or Building Site with a Building or group of Buildings, which is bounded on two or more sides by such Building or Buildings.

Courthouse: A Building in which courts of law are held.

Courtyard Enfrontment: Where permitted in **Table 4.3.1**, the arrangement of buildings, typically Townhomes, facing a parklike area that enfronts a Thoroughfare or Internal Drive on at least one side with a minimum frontage width of fifty (50) feet.





Crisis Counseling Center: Premises from which Persons who have experienced a traumatic event are provided short-term counseling to assist in coping with the event.

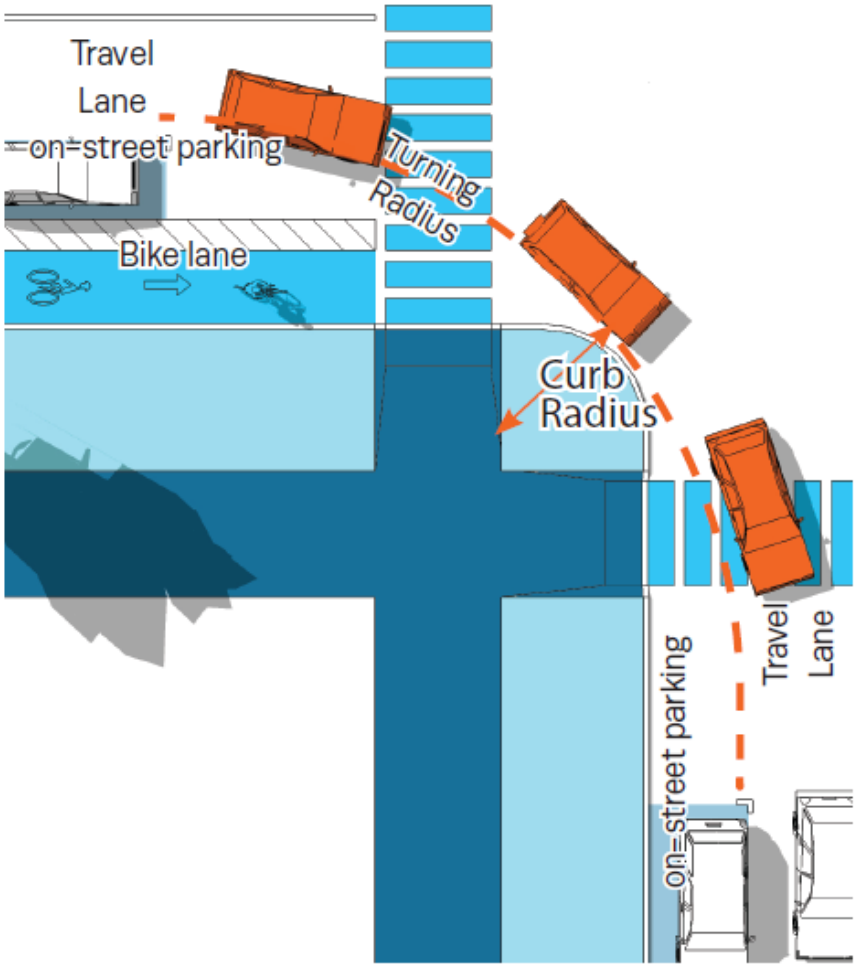
Critical Root Zone: With respect to a tree, a circular area measured outward from the tree trunk, representing the essential area of the roots that must be maintained for the tree's survival. The Critical Root Zone is measured one foot of radial distance for every inch of tree at diameter at breast height, with a minimum of ten feet.

Cross Block Passage: A minimum 10-foot-wide pedestrian access reserved between Buildings.

Curb: The edge of the vehicular pavement that may be either raised or flush with a Swale to the extent allowed by this Ordinance. It usually incorporates or is associated with the drainage system. See **Table 4.3.8.A (Thoroughfare Types - Summary)** and **Table 4.3.8.B (Thoroughfare Assemblies and Standards)**.

Curb Radius: The radius of the curb at an intersection. See **Illustration 9.3.C-3 (Curb Radius).**

ILLUSTRATION 9.3.C-3 CURB RADIUS


Travel
Lane
on-street parking
Turning
Radius
Bike lane
Curb
Radius
Travel
Lane
on-street parking

D.

Data Processing or Storage Services: Establishments primarily involved in the compiling, storage, and maintenance of documents, records, and other types of information in digital form utilizing a main frame computer.

Day Care Center or Facility: A place other than an occupied Dwelling, which for a payment, fee, or grant provides care, protection, and supervision for more than 5 children or adults on a regular basis away from their primary Residence for fewer than 18 hours each day (although the facility may be open 24 hours each day), with no overnight accommodations. Those receiving care are not all related to each other by blood or marriage and are not legal wards or foster children of the attendant adults. A Day Care Center or Facility must meet all applicable State and County requirements for standards, licensing, and inspections.

Examples are Adult Day Care program, Child Care Center, Nursery School, Preschool, and Latch-key Program.

Decision-Making Authority: Any City administrative Person, legislative or quasi-legislative body, or appellate body authorized to make decisions under this Ordinance, including without limitation, the Zoning Administrator, the Planning Commission, the Board of Zoning Appeals and the City Council.

Deck: A covered or uncovered horizontal, platform-like Structure similar to a floor, which is constructed outdoors of wood, composite wood, or vinyl material, is capable of supporting weight, and may be connected or unconnected to a Building.

Demolition: Any act or process that destroys in part or in whole a Historic Structure or a landmark or a Structure within a Historic District or Historic Landmark District.

Demolition by Neglect: The existence of any one or more Conditions of Neglect with respect to a Historic Property.

Density: The intensity of Development within a standard measure of land area. The maximum Density established for a District is not a guarantee that such Density may be obtained, nor shall the inability of a Development to achieve the stated maximum Density be considered sufficient justification for a Variance or Administrative Adjustment or otherwise adjusting other Density or other requirements.

Dental Office / Dental Clinic: An Office or other premises for the private practice of dental care professionals licensed by the State, wherein a majority of patient encounters involve dental examination, diagnosis, treatment, surgical procedures, preventive care, restorative care, cosmetic care, and/or emergency care on an outpatient basis.

Dental Lab or Laboratory: Premises or establishment at which products to assist in the provision of oral health care by a licensed dentist are made, such as crowns, bridges, dentures, dental implants, and therapeutic and orthodontic devices.

Design Guideline: As related to a Historic District, Historic Landmark District, or Structure in a Historic District or Historic Landmark District, a standard of appropriate activity that will preserve the historic and architectural character of such Structure or district.

Designed for Residential Use: A Building or part thereof which was originally designed for Residential Use.

Develop/Development: (1) commencing, making or planning for man-made changes to land, Structures, or other real property, including without limitation, re-development, clearing, excavation, grading, filling, Construction, re-Construction, Alteration, demolition, modification, subdivision or re-subdivision, installation of infrastructure, mining, dredging, paving, drilling, and storage of materials, whether such changes are horizontal, vertical, or

subterranean, but excluding agricultural and gardening activities and Ordinary Maintenance and Repair; (2) the resulting changes to such land, Structures, or other real property; and (3) with respect to a specific plan of development or development project, such development or project.

Development Parcel: A parcel of land:

which, either alone or together with one or more other parcels under a common Development scheme, program or plan, is ten (10) or more gross acres;

with respect to the Development of which any new Thoroughfare, Internal Drive, or extension or change of the design of any existing Thoroughfare or Internal Drive is required or will be made or proposed; or

with respect to which any District assignment or any Thoroughfare or Internal Drive or alignment thereof is proposed to be made or changed by a Zoning Map or Zoning Map amendment.

Development Area Per Dwelling Unit: The measurement of Density for Residential Development, which term refers to the number of Dwelling Units per unit of land area, subject to adjustment for Lot or Building Site Area Remainder as follows:

if an amount of Lot or Building Site Area not allocated to a Dwelling Unit is less than that required for one such Dwelling, the remaining Lot or Building Site Area may be used to satisfy Lot or Building Site Area requirements if it represents at least 75% of the total area required for a Dwelling Unit; provided, however, that the project shall comply with all other applicable regulations including without limitation access, Setbacks, Setback Areas, and Yards.

Development Plan: A Site Development Plan or Sketch Development Plan, as described in Section 8.5.6. See also "Master PUD Development Plan".

Development Permit: Any permit or approval issued or granted pursuant to this Ordinance.

Deviation: Alternative Compliance with design standards, Alternative Performance, the customized standards of a Planned Unit Development, Administrative Adjustment, or a Variance.

Directory Sign: The Sign type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Distillery: An establishment which is primarily used for the manufacture of alcoholic spirits in accordance with applicable state and local regulations.

Distribution: The movement of goods including the storage of goods awaiting movement.

Distribution Facility: Premises used for Distribution.

District: A Character District, Special District, PUD District, or Civic District; when capitalized and not accompanied by the word "Historic", the word "District" specifically excludes any Local Historic Districts. See also "Zoning District".

Dooryard: A Private Frontage type intended for ground floor Residential Use, wherein the Façade is set back a small distance and the Frontage Line is defined by a low Wall, decorative Fence or hedge, creating a small raised, sunken, or at-grade Dooryard consisting of a front garden or patio. The Dooryard shall not be used for public circulation along a Thoroughfare. See **Table 4.3.7.A (Private Frontage Types).**

Double-Wide Manufactured Home: (1) A single detached dwelling constructed primarily off-site, designed to be transported on a flat-bed truck or Trailer in 2 or more sections to be attached on site. As used in this Ordinance, Double-Wide Manufactured Home does not include Manufactured Homes constructed as a single self- contained unit and mounted on a single chassis. (2) A Double-Wide Manufactured Home, shall be considered a Single-Family Dwelling and shall be subject to all standards and regulations applicable to Single- Family Dwellings, as provided by this Ordinance.

Drive: A Thoroughfare or Internal Drive along the boundary between an urbanized and a natural condition, usually along a waterfront, Park, or promontory, with one side having the urban character of a Street, with Sidewalk and Buildings, and the other having the qualities of a Road or Parkway with naturalistic planting and rural details. See **Table 5.3.3.F (Thoroughfare / Internal Drives Types – Summary)** and **Table 5.3.3.G (Thoroughfare / Internal Drive Assemblies and Standards).**

Drive Aisle: A vehicular accessway that serves and is within a Parking Area, Parking Lot, or Parking Structure. A Drive Aisle is not a Thoroughfare, Internal Drive, or Driveway.

Drive-Through: Any accommodation designed or used for the transaction of Business wherein the patrons may avail themselves of the services or products of an establishment while remaining in their vehicles, whether or not patrons are also able to obtain services or products inside of a Structure.

Driveway: For Houses, Duplexes, and Townhomes, an area for parking and vehicular access conforming to the standards of Table 4.3.1. For all other Lots and Building Sites, a vehicular accessway within a Lot or Building Site to provide access only from a Thoroughfare or Internal Drive to a Parking Area, Parking Lot, Garage, Parking Structure, or Building entrance, but not designed to provide space within the First Layer or Second Layer for vehicular Parking additional to the minimum space required for such access.

Duplex: A small- to medium- sized Building, other than a Manufactured Home, situated on a single or two Abutting small- to medium- sized Lot(s) or Building Site(s) with an Edgeyard or Sideyard, which either is (a) attached to another Building of the same type, each of which consists of a separate Dwelling Unit with a separate entrance or (b) contains two Dwelling Units, each of which has a separate entrance. In each case, the entrance of at least one of the Dwelling Units must face a Thoroughfare, Internal Drive, or Civic Space. Dwelling Units may be side-by-side, front- to-back, or over-and-under. See **Table 4.3.8.A (Principal Building Types Summary)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Dwelling / Dwelling Unit: A Building or portion thereof designed or used exclusively as Residential quarters for one or more Families living independently of each other, which includes separate complete sleeping, cooking, eating, and sanitation facilities for each such Family, and occupied for a monthly or longer basis. The term shall not be deemed to include Hotel, Extended Stay Hotel, Motel, Boarding or Rooming House, or any Transient living accommodations.

E.

Easement: Privilege or right of use, access or enjoyment granted on, above, under or across a particular tract of land by the landowner to another Person.

Economic Hardship: An economic burden imposed upon the owner, which is unduly excessive and prevents a realization of a reasonable rate of return upon the value of his property.

Edgeyard: A Yard type that results from a Building being set back from its Lot or Building Site boundaries at the front, rear, and both sides.

Education or Educational: A Use category characterized by the process of receiving or giving instruction. See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use).**

Educational Facility: Public and private (including charter or religious) schools at the pre-school, kindergarten, primary, intermediate, or secondary school levels; colleges, universities, community colleges, graduate and professional schools, nursing, dental, and medical schools, seminaries, and other post-secondary institutions of higher learning that offer courses of general or specialized study leading to a degree, usually in a campus setting. The following are not Educational Facilities: dance, art, music, or photographic studios or classrooms (see Retail Sales and Personal Service), driving schools other than truck driving schools (see Retail Sales and Personal Service), and Martial Arts schools (see Retail Sales and Service).

Effective Date: The date on which this Ordinance was adopted by the city Council.

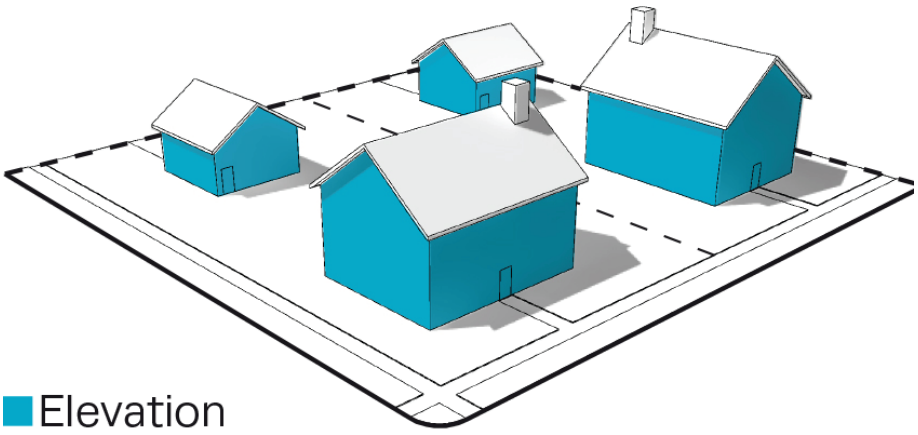
Effective Turning Radius: The measurement of the inside Turning Radius, taking parked cars into account.

Electronic Message Board: A panel or screen with the capability to display electronically programmed variable messages.

Elementary School: A public, private or parochial school offering instruction between Kindergarten and Grade 4 in the branches of learning and study required to be taught in the public schools of Tennessee.

Elevation: As related to the exterior walls of a Building, one that is not along a Frontage Line; when not capitalized, "elevation" means the height above a given level or a drawing or design that represents an object or Structure as being projected geometrically on a vertical plane parallel to one of its sides, as the context indicates. See also Facade. See **Illustration 9.3.F-5 (Frontage and Lot or Building Site Lines)** and **Illustration 9.3.E-1 (Elevation).**

ILLUSTRATION 9.3.E-1 ELEVATION



Encroach: to break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, Setback Area, or Yard or into the Public Frontage, or above a height limit.

Encroachment: Any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, Setback Area, or Yard or into the Public Frontage, or above a height limit.

Enfront: To place an element along a Frontage, as in "porches Enfront the Thoroughfare."

Exempt Wireless Communications Tower: Communication tower used by amateur radio operators licensed by the FCC that are exempt from local zoning restrictions or communications towers under 100 feet in height used solely for educational communications purposes.

Exempt Sign: A Sign listed in Section 7.1.10 that does not require a Sign Permit.

Existing Local Codes: All City laws, codes, and ordinances in effect on the Effective Date.

Extended Stay Hotel: A Building or part of a Building, containing six (6) or more guest rooms or suites, offering temporary residence for compensation and specifically constructed, licensed, and/or maintained, all or in part, for non-Transient extended stays and/or stays longer than 30 days, regardless of the presence of leases for shorter periods of time. An Extended Stay Hotel is not a Hotel, Motel, Bed and Breakfast, Inn or Short-Term Rental Unit.

Exterior Architectural Appearance: The architectural character and general composition of the exterior of a Structure, including but not limited to the kind, color, and texture of the building materials and the type, design, and character of all windows, doors, light fixtures, Signs, and appurtenant elements.

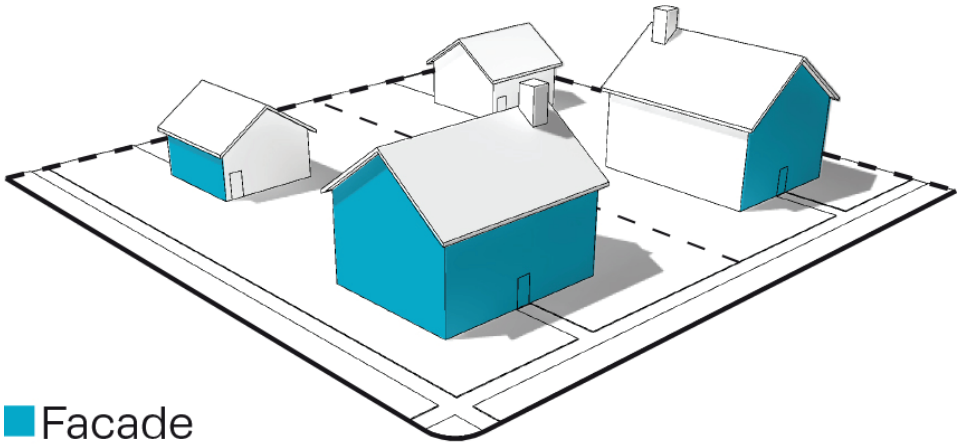
Extractive Uses: Sub-category of Agricultural and Extractive Uses Category characterized by Uses in which minerals or other solids or liquids are extracted from the earth, including without limitation, chemical fertilizer and non-metallic mineral mining, clay, ceramic, and refectory mineral mining, coal mining, crude petroleum and natural gas production field, metal ore and mineral mining, sand, stone, and gravel quarrying.

F.

FAA: Federal Aviation Administration.

Facade: the exterior Wall of a Building that is set along a Frontage Line. See **Illustration 9.3.F-1 (Facade)**. See also "Elevation".

ILLUSTRATION 9.3.F-1 FACADE



Family: (1) one or two Persons and their children by birth, adoption, foster care, or guardianship or (2) any number of related or unrelated Persons living together in a single, more or less permanent and stable rather than Transient living arrangement as a not-for-profit housekeeping unit, which is the functional and factual equivalent of a traditional family, including without limitation a group headed by a householder caring for a reasonable number of children as one would be likely to find in a traditional family; provided that the criteria "stable rather than Transient living arrangement" shall not be applied in cases where handicapped persons are affected.

Family Day Care: A facility which provides day care and supervision services for up to 18 hours per day for no more than 12 recipients at any one time, without overnight accommodations, by a provider of such services who is not related to such recipients, which provider has received and maintains in full force and effect all necessary State approvals and licenses. Those receiving care are not all related to each other by blood or marriage and are not legal wards or foster children of the attendants.

Farm and Construction Equipment: Equipment used in the conduct of farming or construction activities.

Farmer's Market: An open-air area, without or without a Structure, used for the Retail sale of fresh fruits, vegetables, nuts, grains, eggs, flowers, herbs, or plants. A Roadside Stand is not a Farmer's Market.

FCC: Federal Communication Commission.

Fence:

(1) As a Private Frontage type, a Frontage wherein the Facade is set back from the Frontage Line, and the Front Setback Area, Front Yard, or Street Yard so created is separated from the Public Frontage by a Fence. See **Table 4.3.7.A (Private Frontage Types);**

(2) As a Structure, a device erected to serve as an architectural element, landscape element, Screen, Streetscreen, or physical barrier.

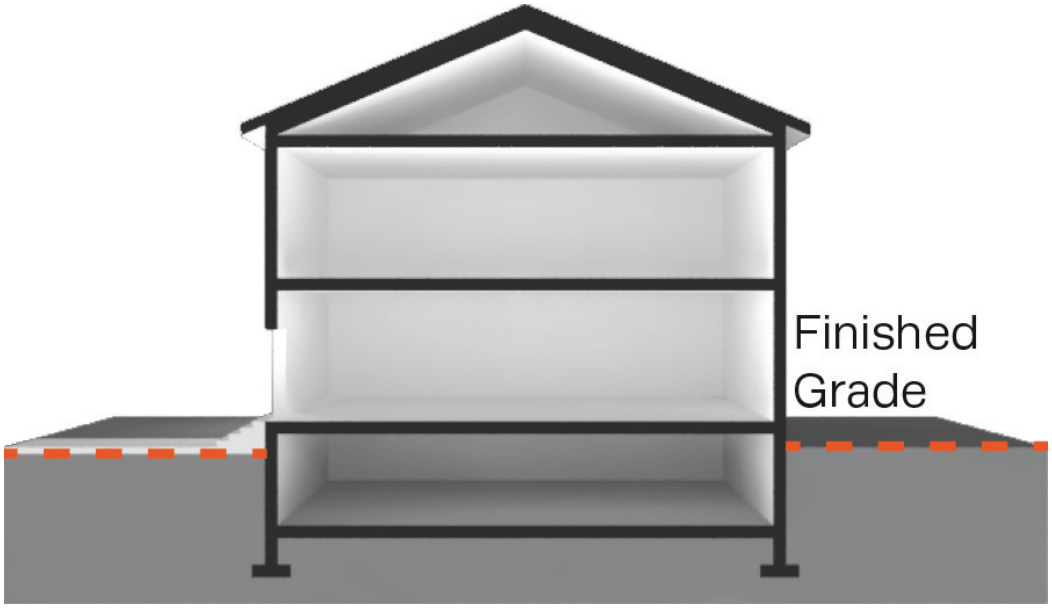
Final Plat: As defined in City Subdivision Regulation Section 2.3.

Financial Institution: An establishment that is regulated by the Federal Deposit Insurance Corporation (FDIC) and/ or Tennessee Department of Financial Institutions and provides a variety of financial services, generally including banks, credit unions, and mortgage companies.

Financial Services: A Business, other than a Financial Institution or Non-Banking Financial Institution, characterized by the provision of financial, investment, and/or similar services.

Finished Grade: The elevation of the completed surfaces of lawns, walks and Thoroughfares and Internal Drives Adjoining a Building wall at that point along such wall. See **Illustration 9.3.F-3 (Finished Grade).**

ILLUSTRATION 9.3.F-3 FINISHED GRADE



Fire / EMS Station: Premises accommodating operations of fire-fighting and emergency medical personnel and other members of staff.

First Layer: See "Layer".

Flex Building: A large footprint Principal Building type designed to accommodate either a single Use or a vertical or horizontal mix of Uses. See **Table 4.3.8.A (Principal Building Types- Summary)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Flood: As defined in Section 6.12.2.

Floodplain: As defined in Section 6.12.2.

Flood Fringe Overlay District: An area designated as such on the Official Zoning Map.

Floodplain District: As defined in Section 6.12.2.

Floodway Overlay District: An area designated as such on the Official Zoning Map.

Floor Area: The total of the gross horizontal areas of all floors, including usable Basements and cellars, below the roof and within the outer surface of the main walls of Buildings or the center lines of Party Walls separating such Buildings or portions thereof, or within lines drawn parallel to and two feet within the roof line of any Building or portion thereof without walls, but excluding the following:

Areas used for off – street Parking spaces or loading berths and Driveways and maneuvering relating thereto where required by this Ordinance

In the case of Non-Residential facilities: arcades, porticoes, and similar open areas which are accessible to the general public, and which are not designed or used as sales, display, storage, service, or production areas.

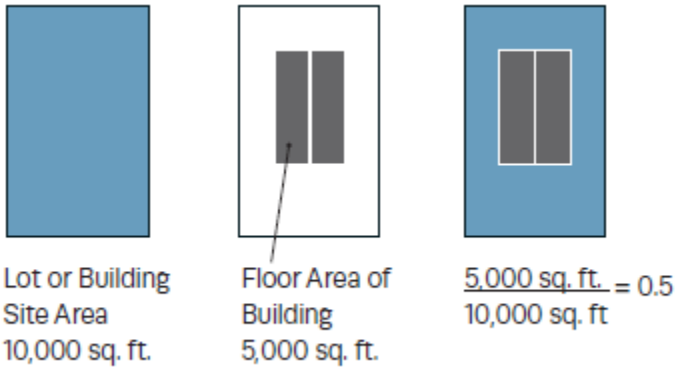
Floor Area Ratio ("FAR") or Floor-to-Area Ratio: A measurement of Non-Residential land use intensity, being the ratio of Building Floor Area- to -Lot or Building Site Area. FAR is determined by dividing (1) the aggregate Floor Area of the several floors and mezzanine areas of all Buildings on a Lot or Building Site by (2) the Lot or Building Site Area, as follows:

$$\frac{\text{Aggregate Floor Area}}{\text{Lot or Building Site Area}} = \text{Floor Area Ratio}$$

For example:

a Building containing 20,000 square feet of Floor Area on a Lot or Building Site that has a Lot or Building Site Area of 10,000 square feet has a Floor Area Ratio of 2.0; and

similarly, a Floor Area Ratio of .5:1 would mean that the Floor Area of the Building is 50% of the Lot or Building Site Area of the Lot or Building Site on which the Building is located.



Food Distribution Center: Premises operated for Civic purposes, with or without a Structure, from which edible goods are distributed to the public, with or without compensation.

Food Processing: Use characterized by processing and packaging of edible goods and beverages for consumption off of the premises.

Food Truck: A Mobile Vending Apparatus which qualifies as a vehicle or tow-behind trailer under TCA § 55-1-101-126 from which edible food products and beverage are cooked, prepared, assembled and offered for sale to the general public for immediate consumption. A food truck is not a Mobile Kitchen.

Food Truck Court: A parcel of land where two or more Mobile Vendors congregate to offer food and beverage for sale to the public as the principal use of the site, where permitted by **Table 4.3.9.A-1**. This definition shall not be

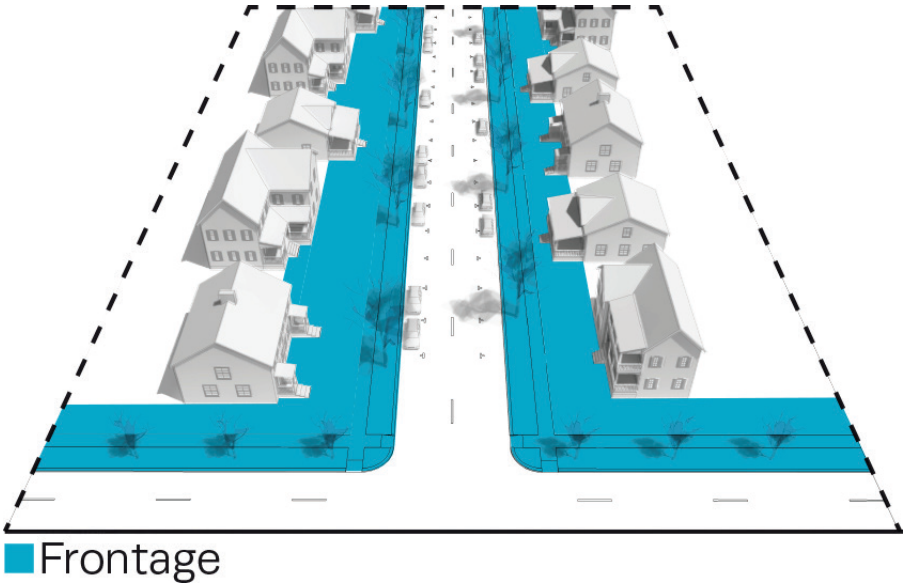
interpreted to include a congregation of mobile food vendors as an accessory use or temporary use, where permitted by **Table 4.3.9.A-2** and **4.3.9.A-3.**

Forecourt: A Private Frontage type wherein a portion of the Facade is close to the Frontage Line and the central portion is set back, creating a gathering space for residents or additional shopping or restaurant seating area within Retail / Personal Service / Repair / Art / Artisan Use areas. This type should be used sparingly and may be used in conjunction with other Private Frontage types. See **Table 4.3.7.A (Private Frontage Types).**

Freestanding Sign: Any Sign supported by Structures or supports that are anchored in the ground and that are independent of any Building or other Structure.

Frontage: The area between a Building Facade and a Path, Passage, waterbody, Civic Space, or the curb (or if there is no curb, the edge) of the Vehicular Lanes of a Thoroughfare or Internal Drive having Vehicular Lanes, inclusive of the built and planted components of such area. Frontage is divided into Private Frontage and Public Frontage. See **Illustration 9.3.F-5 (Frontages and Lot or Building Site Lines), Table 5.2.2.G-1 (Thoroughfare & Internal Drive Assemblies and Standards),** and **Table 4.3.7.A (Private Frontage Types).** Corner Lots and Building Sites have two Frontages, a Principal Frontage and a Secondary Frontage**.** See **Illustration 9.3.F-4 (Principal Frontage** and **Secondary Frontage).**

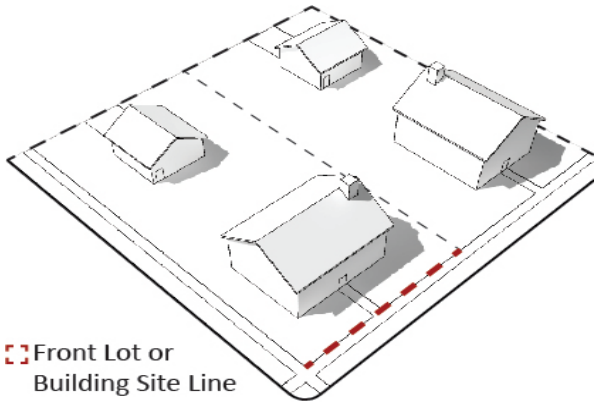
ILLUSTRATION 9.3.F-4 PRINCIPAL FRONTAGE AND SECONDARY FRONTAGE



Frontage Line: The common line that separates the Private Frontage from the Public Frontage, typically at the Front Lot or Building Site Line in cases where the entire Public Frontage is with the public right-of-way. See **Illustration 9.3.F-5 (Frontages and Lot or Building Site Lines).** On a Corner Lot or Building Site, there are two Frontage Lines.

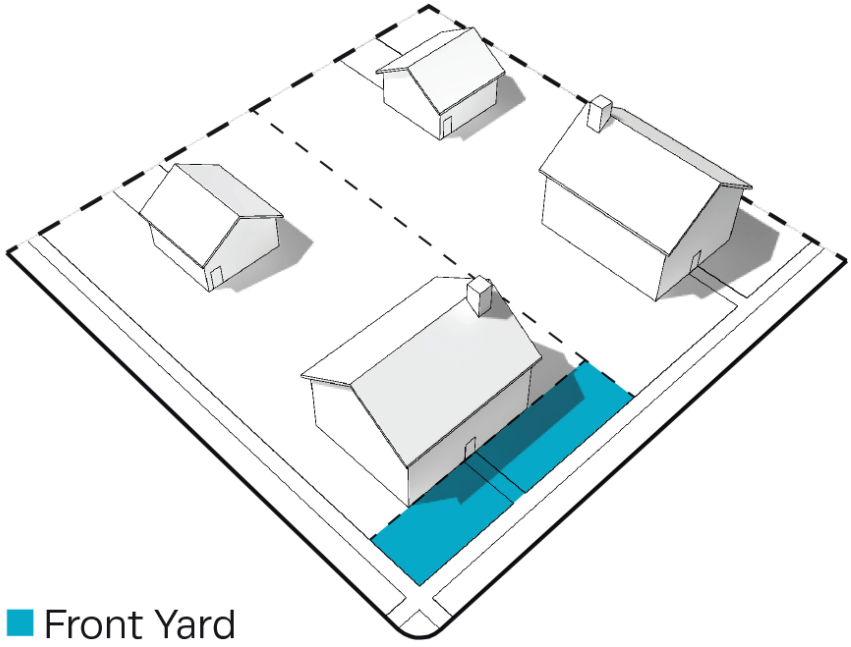
Front Lot or Building Site Line: The boundary at the front of a Lot or Building Site along the Thoroughfare right-of- way or Internal Drive. See **Illustration 9.3.F-5 (Frontages and Lot or Building Site Lines).**

ILLUSTRATION 9.3.F-5 FRONTAGES AND LOT OR BUILDING SITE LINES



Front Setback Area or Yard: A portion of a Lot or Building Site that is situated between (1) the nearest roofed portion of the Principal Building or of any Accessory Building on the Lot or Building Site and (2) the Front Lot or Building Site Line, extending the full width of the Lot or Building Site, from Side Lot or Building Site Line to Side Lot or Building Site Line. See **Illustration 9.3.F-6 (Front Yard)**. Sometimes referred to as "Street Yard".

ILLUSTRATION 9.3.F-6 FRONT (STREET) SETBACK AREA OR YARD



Full Value: With respect to a Nonconforming Structure or a Structure used for a Nonconforming Use, the Full Value of a Structure shall be determined by subtracting

(1) the estimated value of the foundation as provided by the owner's engineer and approved by the City Engineer from (2) the current assessed value of the Structure.

$$\text{Current Assessed Value of Structure} - \text{Estimated Value of Foundation} = \text{Full Value}$$

Functional Classification: The categorization of Thoroughfares and Internal Drives within the transportation element of Connect Columbia and the Access Management Ordinance which represents the progressive trade-off between access and movement within the regional transportation system. The rubric includes Principal Arterials, Minor Arterials, Collectors, Major Local Streets, and Minor Local Streets.

Funeral Services: A Use characterized by an establishment engaged in undertaking services such as preparing the human or animal dead for burial and arranging and managing funerals, including without limitation, Funeral Home, Mortuary, Cemetery, and Crematorium.

Future Land Use Character Area: The general classification of land identified in the future land use element of Connect Columbia, the comprehensive plan. The comprehensive plan indicates the community's preference for general land use categories and desirable intensity of development corresponding to each future land use character area. Connect Columbia also describes the typical aesthetic and material qualities which provide distinctive character to each area. Each future land use character area corresponds to one or more Character Areas or Special Districts as provided in Article 3. The use, bulk, and design standards of this ordinance, when applied to specific properties, implement the general future land use character area designations. The Planning Commission shall determine the pace of implementation through the process of zoning map amendments (rezoning) described in Article 8.

G.

Gallery: (1) With respect to the Frontage, the Private Frontage type conventional for Retail / Personal Service/ Repair / Art / Artisan Use, wherein the Facade is aligned close to the Frontage Line with an attached cantilevered shed or lightweight colonnade overlapping the Sidewalk (see **Table 4.3.7.A (Private Frontage Types)**; (2) with respect to the Use of premises or part thereof, the collection and/or exhibition, and often the sale, of works of art, photography, objects of permanent value, or artisan or cultural items.

Garage: An enclosed, detached Building, or an enclosed extension of a Principal Building, used for the storage of one or more motor vehicles on a Lot or Building Site as an Accessory Use, provided that no Business, occupation or service is conducted for profit therein.

Governmental Facility: Governmental Offices and storage and other facilities for the operation of local, state, or federal government. Examples are Courthouses, correctional facilities, jails, prisons, emergency services, paramedic, fire department, and law enforcement facilities, and post offices. Educational Facility, Maintenance Facility, Civic Spaces and Open Areas, solid or liquid waste transfer or composting and Utility Facilities are not Governmental Facilities.

Green: A type of Civic Space for unstructured recreation, spatially defined by landscaping rather than Buildings, described as such in **Table 5.3.3.A (Civic Space Types- Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards).**

Gross: As related to an area of land, that which is inclusive of all land uses, Thoroughfares, Internal Drives, and other public areas located within a development site.

Ground Floor Elevation: The distance between the top of the fronting Sidewalk and the top of the finished ground floor.

Group Assembly: Sub-category of the Commercial Use category, characterized by people congregating regularly for participation in or holding meetings, workshops, lectures, civic activities, religious services, performances, and other similar activities, including Buildings, facilities, and venues in which such functions and activities are held.

Group Care Home or Family Boarding Home: A Group Care Home or a Family Boarding Home, as those terms are defined under the Rules of the Tennessee Department of Children's Services Social Service Division, Chapter 0250-4-2, which is licensed by the State under 0250-4- 2-.01 of said Chapter.

Group Care Facility: Shared living quarters (without separate kitchen or bathroom facilities for each room or unit) for nine (9) or more persons with physical or mental impairments that substantially limit one or more of such person's major life activities, provided that such arrangements do not meet the definition of Household Living. A Group Care Facility is not a Group Home for Persons with Disabilities.

Group Day Care: Synonymous with Family Day Care.

Group Home for Persons with Disabilities: Any home in which eight (8) or fewer unrelated "persons with disabilities" as defined in TSA section 13-24-101 reside, which may include three (3) additional persons acting as support staff or guardians, who need not be related to each other or to any of the persons with disabilities residing in the home.

Group Living: Sub-category within the Residential Uses category, characterized by Residential occupancy of a Structure by a group of people, which does not meet the definition of Household Living. Tenancy is usually arranged

on a monthly or longer basis. Generally, Structures for Group Living have a common eating area for Residents, and the Residents may receive care, training, or treatment. Examples include but are not limited to Adult Care Home, Group Home for Persons with Disabilities, and Group Care Home or Family Boarding Home.

H.

Health Care Institution: Subcategory within the Institutional Use category, characterized by an establishment providing medical or surgical care to patients. Some uses may offer overnight care.

Nursing or medical schools not accessory to a Hospital (see Educational Facilities) and Urgent Care or Emergency Medical Clinic Offices (see Offices) are not Health Care Institutions.

Health Club: Premises that contain one or more of the following types of athletic facilities: swimming pool, racquetball courts, squash courts, exercise rooms, weight rooms, gymnasium or similar facilities available exclusively to members and their guests.

Heavy Industrial: The sub-category of Industrial Uses characterized by and collectively referring to factory production and industrial yards; research and development activities without light fabrication and assembly operations; limited industrial/manufacturing activities; Industrial Businesses, the sale of heavy equipment, Uses involving storage or use of highly flammable, toxic matter or explosive materials, or of Hazardous Materials; Uses that generate pollution, dust, odor, heat, glare, or vibration beyond the walls of such enclosed Building or any light or glare beyond the boundaries of the land on which the Building is situated; any activity or Use that (1) is detrimental to the environment, (2) poses any danger or hazard of fire or explosion or other physical hazard, (3) causes, disseminates, or discharges any material, dust, smoke, gas, fumes, odor, noise, vibration beyond the Lot or Building Site on which the Building is situated, (4) involves any Outside Storage, (5) results in any unusual traffic hazard or congestion, or (6) for which any water, air, or other environmental or pollution license or permit is required; as more specifically listed under such sub- category in **Table 4.3.9.1-A (Building, Lot, & Building Site Principal Use).**

Not included in this sub-category are animal waste processing (see Waste-Related Service); Repair and service of Motor Vehicles, motorcycles, Recreational Vehicles, boats, or light and medium trucks (see Vehicle Sales and Service); in-store sales, lease, or rental of consumer, household, or business goods (see Retail Sales and Service).

Height: (1) as related to a Structure other than a Tower, the vertical dimension of the Structure, described as applicable, (a) in number of Stories of the Structure or (b) by the distance between (i) the average Finished Grade, as measured at the outside corners of the Structure, and (ii) the highest point of such Structure on the roof surface; excluding in each case (i) Attics under 14 feet in height at their tallest point; (ii) raised Basements; and (iii) masts, belfries, clock towers, spires, steeples, chimneys, chimney flues, flagpoles, silos, water tanks, elevator or stair bulkheads, water tanks, cooling towers, Exempt Communications Towers, or parapet walls not more than four feet (4') high. See **Illustration 9.3.H-1 (Height- Building).**

ILLUSTRATION 9.3.H-1 HEIGHT - BUILDING



(2) as related to a Tower, the distance measured from ground level to the highest point on the Tower, even if said highest point is an Antenna.

Heritage Tree: A tree of any species listed under "Canopy Trees" in **Table 4.3.16.D-1 (Native Plants of the Tennessee Valley)** having with a trunk caliper of 24" or greater, measured 3 feet from the base of the trunk.

High School: Premises at which education is provided for students from Grade 9 through Grade 12.

Highway: A rural or suburban Thoroughfare or Internal Drive of high vehicular speed and capacity, described as such in **Table 5.3.3.F (Thoroughfare / Internal Drives Types – Summary) and Table 5.3.3.G (Thoroughfare / Internal Drive Assemblies and Standards).**

Historic District: A geographically definable area which possesses a significant individual Structure or a concentration, linkage or continuity of sites, Buildings, Structures, or objects which are united by past events or aesthetically by plan or physical development, which meets one (1) or more of the following criteria:

It is associated with an event which has made a significant contribution to local, state or national history;

It includes Structures associated with the lives of persons significant in local, state or national history;

It contains Structures or groups of Structures which embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction;

It has yielded or may be likely to yield archaeological information important in history or prehistory; or

It is listed in the National Register of Historic Places.

Historic Landmark: A property, Building, district, object, site, or Structure that has outstanding historical significance and is designated as such pursuant to this Ordinance.

Historic Property: The term used as a collective reference to designated Historic Structures, Historic Landmarks, and Historic Districts, together with properties therein identified as "contributing" or "pivotal" in a designated Historic District.

Historic Structure: Any Structure that is:

listed individually in the National Register of Historic Places maintained by the Department of the Interior or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historical district or a district preliminary determined by the Secretary to qualify as a registered Historic District;

individually listed on the state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or

individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs which have been certified either:

by an approved state program as determined by the Secretary of the Interior; or

directly by the Secretary of the Interior.

Home Occupation: Any gainful occupation conducted entirely within a Dwelling solely by the owners- or tenant-residents thereof as an Accessory Use, which does not change the character of the Structure as a Residence; There are two types of Home Occupations;

(1) Minor Home Occupations: gainful occupation conducted entirely within a Dwelling which does not generate traffic from employees, customers, clients, or deliveries and bears no external evidence of the accessory commercial use;
(2) Major Home Occupation: gainful occupation conducted on a residential property which
    a. generates some traffic from employees, customers, clients or deliveries;
    b. bears some external evidence of the accessory commercial use; or
    c. occurs within an accessory structure.

Home Occupations do not include: Clinics, Hospitals, Restaurants, Kennels, Auto Repair, or loading of ammunition.

Horticulture and Landscaping Services: Landscaping, tree, plant, lawn, and/or other landscape material installation, care, maintenance, and removal, and other similar services, together with associated equipment and machinery directed toward the care of trees, plants, or lawns.

Hospice: The provision of palliative care and emotional support to the terminally ill so that quality of life is maintained and family members may be active participants in care.

Hospital: Premises used for the diagnosis, medical treatment, or similar care of human ailments including without limitation: the term "Hospital" shall be deemed to include (1) psychiatric and substance abuse facilities, ambulatory care, outpatient services, diagnostic and treatment centers, Clinics, Rehabilitation Facilities, Medical Laboratories, Hospices, teaching facilities, and meeting areas associated with and on the same premises as the Hospital, and (2) Accessory Uses such as dining and housing for patients' Families and guests, staff members, nurses, interns, resident physicians and their immediate families, and maintenance, service and parking facilities. The term "Hospital" shall not be deemed to include (3) Offices of doctors, dentists, chiropractors, or nurse practitioners, sanitariums, Nursing Homes, Long Term premises used for the diagnosis, medical treatment, or similar care of human ailments including without limitation: the term "Hospital" shall be deemed to include (1) psychiatric and

substance abuse facilities, ambulatory care, outpatient services, diagnostic and treatment centers, Clinics, Rehabilitation Facilities, Medical Laboratories, Hospices, teaching facilities, and meeting areas associated with and on the same premises as the Hospital, and (2) Accessory Uses such as dining and housing for patients' Families and guests, staff members, nurses, interns, resident physicians and their immediate families, and maintenance, service and parking facilities. The term "Hospital" shall not be deemed to include (3) Offices of doctors, dentists, chiropractors, or nurse practitioners, sanitariums, Nursing Homes, Long Term Care Facilities, Rehabilitation Facilities, psychiatric and substance abuse facilities, ambulatory care, outpatient services, diagnostic and treatment centers, Clinics, Rehabilitation Facilities, Medical Laboratories, Hospices, teaching facilities, or meeting areas not associated with and on the same premises as the Hospital, or (2) Accessory Uses such as dining and housing for patients' families and guests, staff members, nurses, interns, resident physicians and their immediate families, and maintenance, service and parking facilities not on the same premises and associated with Hospital.

Hostel: An establishment that provides inexpensive food and lodging for a specific group of people, such as students, workers, or travelers.

Hotel: A Business that offers to Transients, on a daily or weekly basis for compensation, sleeping accommodations accessible from interior hallways, whether or not such Business also includes dining facilities. Not synonymous with Motel, motor court, tourist court, auto court, motor lodge, or similar facilities. Neither a Hotel nor a room therein is a Short-Term Rental Unit.

House: A Building Type that was designed as a Single- Family Detached Dwelling on a medium or large Lot or Building Site with an Edgeyard, often shared with an Accessory Building in the rear, described as such in **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Household Living: The sub-Category of Uses designated as such in **Table 4.3.9.1-A (Building, Lot, & Building Site Principal Uses)**, characterized by permanent, non- Transient Residential activities that involve the occupancy of a Residential Dwelling Unit. A Short-Term Rental Unit is not a Household Living Use.

House Trailer: Any Trailer designed to be used for living purposes with its wheels, roller or skids in place.

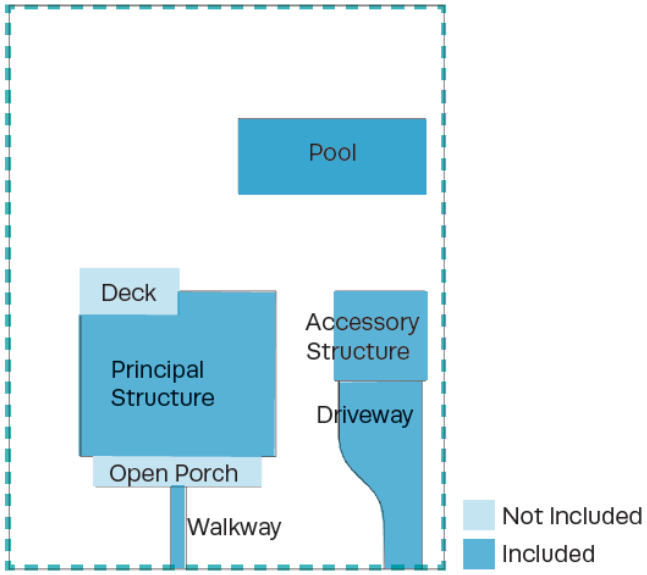
I.

Ice Cream Truck: Are motorized vehicles from which the operator vends only pre-packaged frozen dairy or frozen water-based food products. Service is often from the Right-of-Way.

Identification Sign: A Sign that directs attention to a Business, profession, or Building with Multi-Family Residential Dwelling Units, which is conducted upon the same Lot, Building Site, or Development Site where such Sign is located.

Impervious Surface Coverage: That portion of a Lot, Building Site, or Development site, as applicable, covered with Buildings, asphalt, or concrete paving or hard-packed, prepared, graveled surfaces that prevent or restrict absorption of rain or surface water into the ground. If a Lot, Building Site, or Development site, as applicable, is located in more than one District, the Impervious Surface Coverage shall be separately computed for each District and no Impervious Surface Coverage may be transferred between Districts. See **Illustration 9.3.I-1 Impervious Surface Coverage.**

ILLUSTRATION 9.3.I-1 IMPERVIOUS SURFACE COVERAGE



Impound Yard: A facility that provides temporary outdoor storage for: (1) mechanically operable/drivable, licensed vehicles that are to be claimed by titleholders or their agents; and/or (2) wrecked motor vehicles awaiting insurance adjustments and transport to repair shops. This term excludes: Scrap and Salvage Yards / Services; Junkyard; Towing Facilities; Motor Vehicle Storage; or accessory storage of inoperable vehicles.

Improvement: Any man-made change of land, a Lot, a Building Site, or Development site, or a change to or creation of a Structure.

Independent Living Apartment: A multiple Dwelling Unit accommodation that provides Residential quarters for Persons over a specified age who do not require skilled nursing care, health care, or assistance with daily activities, such as assistance with eating, dressing, ambulation, medication, bathing, or toileting.

Indoor Recreation: Use characterized by generally Commercial, for-profit Uses, varying in size, providing daily or regularly scheduled entertainment-oriented activities in an indoor setting, including without limitation bowling

alley, game arcade, pool hall, skating rink, gymnastic facility, indoor sports academy, Indoor firing range, membership club or lodge, and movie or other theater, but excluding Adult-Oriented Entertainment, Bar, Tavern, Nightclub, athletic, tennis, swim or Health Club (see Retail Sales and Service) and outdoor entertainment (see Outdoor Recreation).

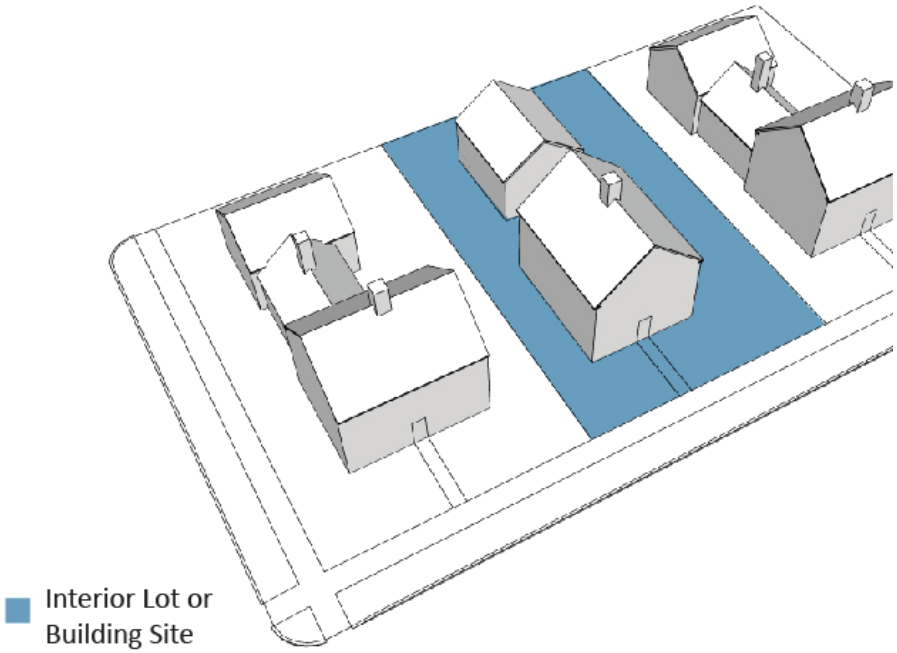
Industrial Uses: (1) a Use category characterized by manufacturing, re-manufacturing, processing, fabricating, creating, producing, packaging, converting, altering, assembling, handling, storing, stockpiling, sorting, recycling, treating, disposing of, wholesaling, warehousing, and distributing materials, products, or information, research and development, trucking, shipping, and transportation Business, repairing and maintaining commercial machinery or equipment, and waste management; (2) Industrial Uses is the Use category, which is a collective reference to Uses in the following Use sub-Categories, as listed 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 (Temporary Uses**): Heavy Industrial, Light Industrial, Warehouse and Freight Movement, and Waste-Related Service.

Information Services: Enterprises and organizations whose purpose is to produce and process information and to develop the infrastructure and delivery mechanisms to distribute information.

Inn: An owner-occupied Lodging Use, offering 6 to 12 bedrooms, which may serve breakfast to guests. See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses).** Neither a Bed and Breakfast nor a Short-Term Rental Unit is an Inn.

Interior Lot or Building Site: A Lot or Building Site type other than a Corner Lot or Building Site. See **Illustration 9.3.I-2 (Interior Lot or Building Site).**

ILLUSTRATION 9.3.I-2 INTERIOR LOT OR BUILDING SITE



K.

Kennel: Any place where dogs, cats and/or other animals are kept for boarding, breeding, grooming, or training for compensation excluding any otherwise conforming or lawfully nonconforming agricultural use. A Kennel may not be a Home Occupation.

Kindergarten: Premises accommodating a program that prepares children for first grade.

Knee Wall: As used in the Façade standards of this Ordinance, a low-wall that is incorporated into the Façade of a building beginning at grade and extending upward at least twelve (12) inches but not more than twenty-four (24) inches. Glazing is typically located above the Knee Wall.

Internal Drive: A curbed pedestrian and vehicular access way, for commercial and industrial land uses within a Lot, Building Site, or Development Parcel that connects to a Thoroughfare or another Internal Drive, and provides access and circulation to or through such Lot, Building Site, or Development Parcel and the Building(s) and Parking accommodations thereon. An Internal Drive is required to meet the Thoroughfare and Internal Drive assemblies and standards for the applicable District.

Inverted Crown: Surface shaping of an Alley, Thoroughfare, or Internal Drive having the low point in the middle, causing surface runoff to flow down the center.

Junk Vehicle: A vehicle which does not lawfully display a current license plate and which is partially dismantled or wrecked, or cannot operate under its own power.

Junkyard: Any land or Structure or part thereof used for the collection, storage or sale of wastepaper, rags, scrap metal or other scrap or discarded material or for the collecting, dismantling, storage or salvage of machinery or vehicles not in running condition or for the sale of the parts thereof.

L.

Laboratory: A place where scientific studies are conducted, including testing, research, or analysis of a medical, chemical, physical, biological, mechanical, or electronic nature.

Landholder: The legal or beneficial owner or owners of all the land proposed to be included in a Planned Unit Development. The holder of an option or contract to purchase, a lessee having a remaining term of not less than 50 years in duration, or other person having an enforceable proprietary interest may be considered a "landholder" for the purpose of this Ordinance.

Landscaping: (1) live materials such as grass, ground cover, shrubs, vines, hedges and trees, or durable natural material such as crushed stone, wood chips, rock and weathered wood; or (2) the activity of installing or maintaining such materials.

Land Use Plans: As defined in Section 8.5.20.A.

Large Multi-Family Building: Principal Building type that incorporates seven (7) or more side-by-side and/ or horizontally stacked Dwelling Units, typically with one or more shared entries. See **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Large Projecting Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Laundromat: An establishment with machines for the washing and drying of clothes and garments.

Layer: A range of depth of a Lot or Building Site within which certain elements are permitted. There are three Layers within each Lot or Building Site, as follows:

First Layer: that portion of a Lot or Building Site bounded by

the Side Lot or Building Site Lines,

the Frontage Line, and

the Facade of the Principal Structure, or, on a Secondary Frontage, a Building Elevation.

Second Layer: that portion of a Lot or Building Site directly behind the First Layer and extending twenty (20) feet into the lot parallel to the Principal Frontage.

that Third Layer: that portion of a Lot or Building Site that is not within the First and Second Layer and is least visible from the Thoroughfare.

ILLUSTRATION 9.3.L-5 LAYERS



Library: A Building or part thereof containing collections of books, periodicals, and/or other media for Persons to read, borrow, or refer to.

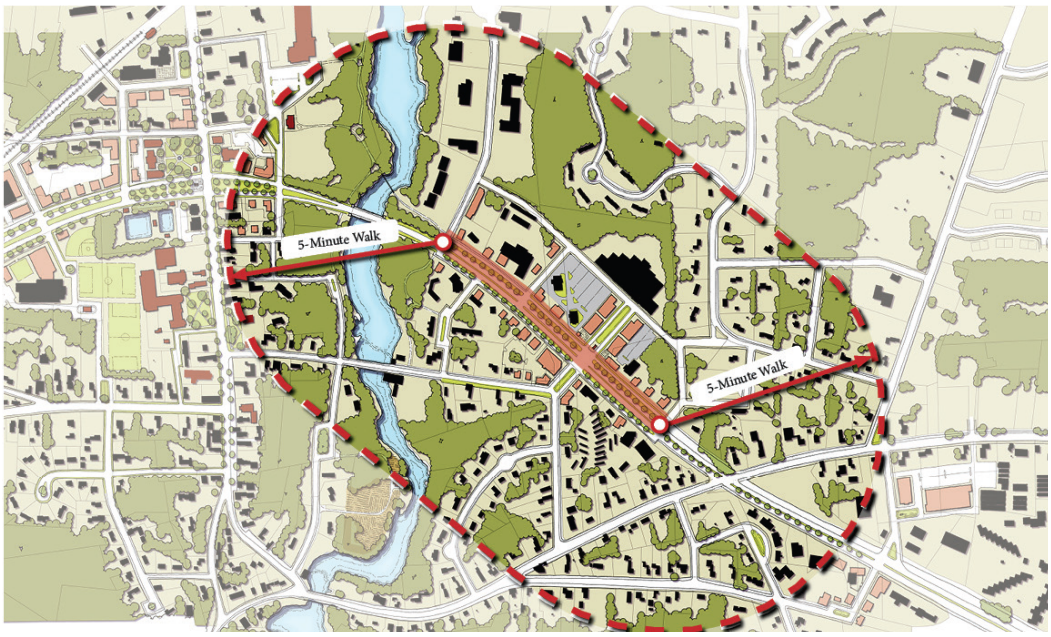
Light Industrial: the sub-category of the Industrial Uses Category characterized by and collectively referring to fabrication, creation, processing, production, packaging, converting, altering, assembling, handling, storage, treatment, distribution, disposal, creation, assemblage, processing, or production, and/or treating, designing, fitting, compounding, repairing, assembling, testing, storing, warehousing, selling at wholesale, distributing or transferring, and/or repair, of or from natural, man- made, products or other goods, raw, secondary, partially completed or completed materials, components, products, by-products, goods, materials, or information, and wholesaling of industrial, Business, or consumer machinery, equipment, which activity is:

conducted solely within an enclosed Building,
is not detrimental to the environment; does not pose any danger or hazard of fire or explosion or other physical hazard;
does not generate, cause, disseminate, or discharge any pollution, material, dust, smoke, gas, fumes, odor, noise, heat, light, glare, or vibration beyond the Building Site on which the Building is situated;
does not involve any Outside Storage;
will not result in any unusual traffic hazard or congestion;
does not require any water, air, or other environmental or pollution license or permit is required; and
does not involve storage or use of highly flammable, toxic matter or explosive materials, or of Hazardous Materials;
Not included in the Light Industrial Uses sub-category are:
Heavy Industrial Uses;
Manufacture and production of goods from composting organic material (see Waste-Related Service);
Outdoor storage yard (see Warehousing and Freight Movement);
Sale or rental of machinery, equipment, heavy trucks, building materials, special trade tools, welding supplies, machine parts, electrical supplies, janitorial supplies, restaurant equipment, and store fixtures (see Wholesale Sales); or
Small-scale catering establishments (see Restaurants).
See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses).**

Lightwell: A Private Frontage type that is a below-grade entrance or recess designed to allow light into basements. See **Table 4.3.7.A (Private Frontage Types).**

Linear Pedestrian Shed: A Pedestrian Shed that is elongated along an important Corridor. A Linear Pedestrian Shed extends approximately 1/4 mile from each side of the Corridor. The resulting area is oblong. See **Illustration 9.3.L-1 (Linear Pedestrian Shed).**

ILLUSTRATION 9.3.L-1 LINEAR PEDESTRIAN SHED



Liner Building: A Building that is a least 20 feet deep measured from the Façade, which masks a Parking Area, Parking Lot, or a Parking Structure from the Frontage. See **Illustration 9.3.L-2 (Liner Building).**

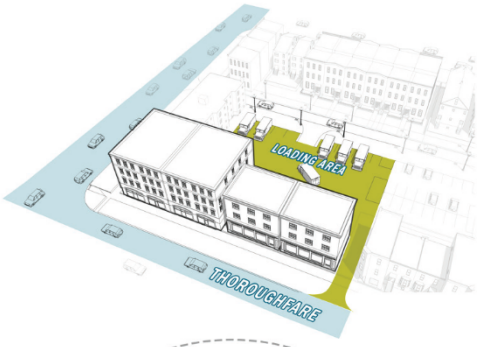
ILLUSTRATION 9.3.L-2 LINER BUILDING

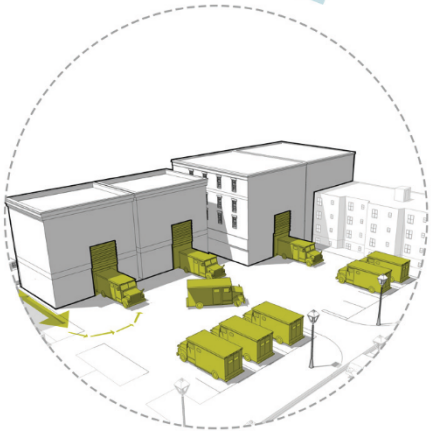
Live / Work Building: A small- to medium-sized attached or detached Principal Building type, which includes a flexible space for Commercial Use and an internally connected Residential Dwelling Unit above and/or behind the flexible space. See **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Living Room: A room designed for general living purposes in a Dwelling Unit. Every Dwelling Unit shall be deemed to have a Living Room.

Loading Area: An area on a Lot or rear Building Site with a Building or along the Thoroughfare or Internal Drive Abutting such Lot or rear Building Site, used for temporary parking of Commercial vehicles while loading or unloading goods. See **Illustration 9.3.L-3 (Loading Area).**

ILLUSTRATION 9.3.L-3 LOADING AREA





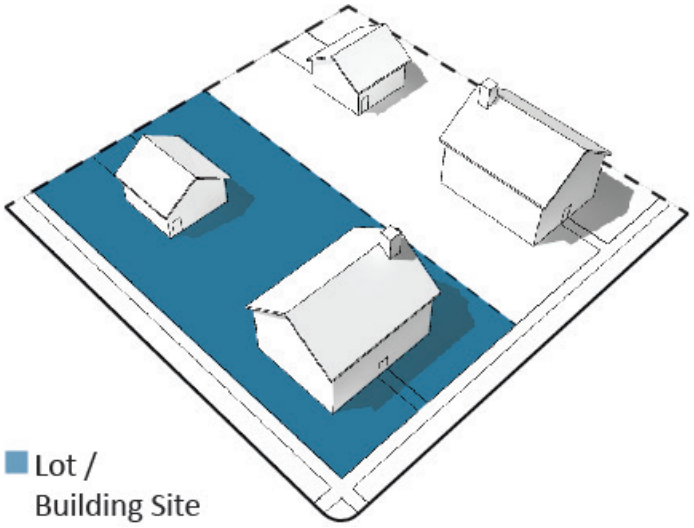
Loading Space: A space within a Loading Area that meets the design and dimensional requirements of Section 4.3.14.

Long Term Care Facility: Premises at which living accommodations, bed care, boarding, in-patient service, and/or nursing or other medical care are provided for aged, infirm, disabled persons, persons or who are afflicted with or convalescing from any disease or ailment, or other persons requiring regular medical attention.

Long Term Care Facility does not include Rehabilitation Centers, Assisted Living Apartments, or facilities that provide surgical or emergency medical services, care for alcoholism, drug addiction, substance abuse, mental disease other than dementia, or communicable disease.

Lot: A parcel, plot, tract, or piece of land identified on and established by plat, subdivision, or as otherwise permitted by law, and recorded in the official records of the Maury County Register of Deeds, to be separately owned, used, Developed, or built on. See **Illustration 9.3.L-4 (Lot / Building Site).** See also "Building Site", "Lot or Building Site of Record" and "Zoning Lot or Building Site".

ILLUSTRATION 9.3.L-4 LOT / BUILDING SITE

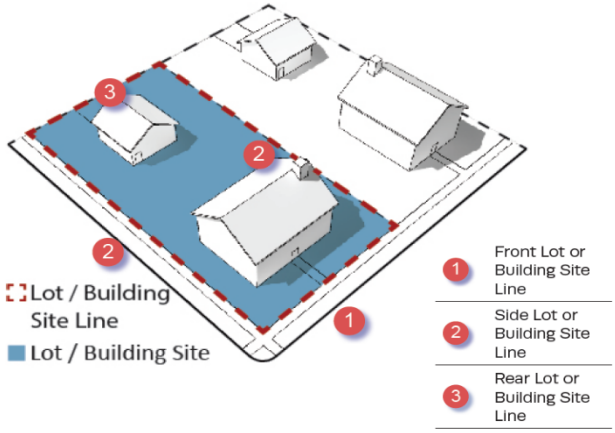


Lot or Building Site Area: The total horizontal area included within the Lot or Building Site Lines.

Lot or Building Site Depth: The shortest horizontal distance between the Front Lot or Building Site Line and Rear Lot or Building Site Line of a Lot or Building Site.

Lot or Building Site Line: Any boundary line of a Lot or Building Site. See **Illustration 9.3.L-6 (Lot or Building Site Line).**

ILLUSTRATION 9.3.L-6 LOT OR BUILDING SITE LINE

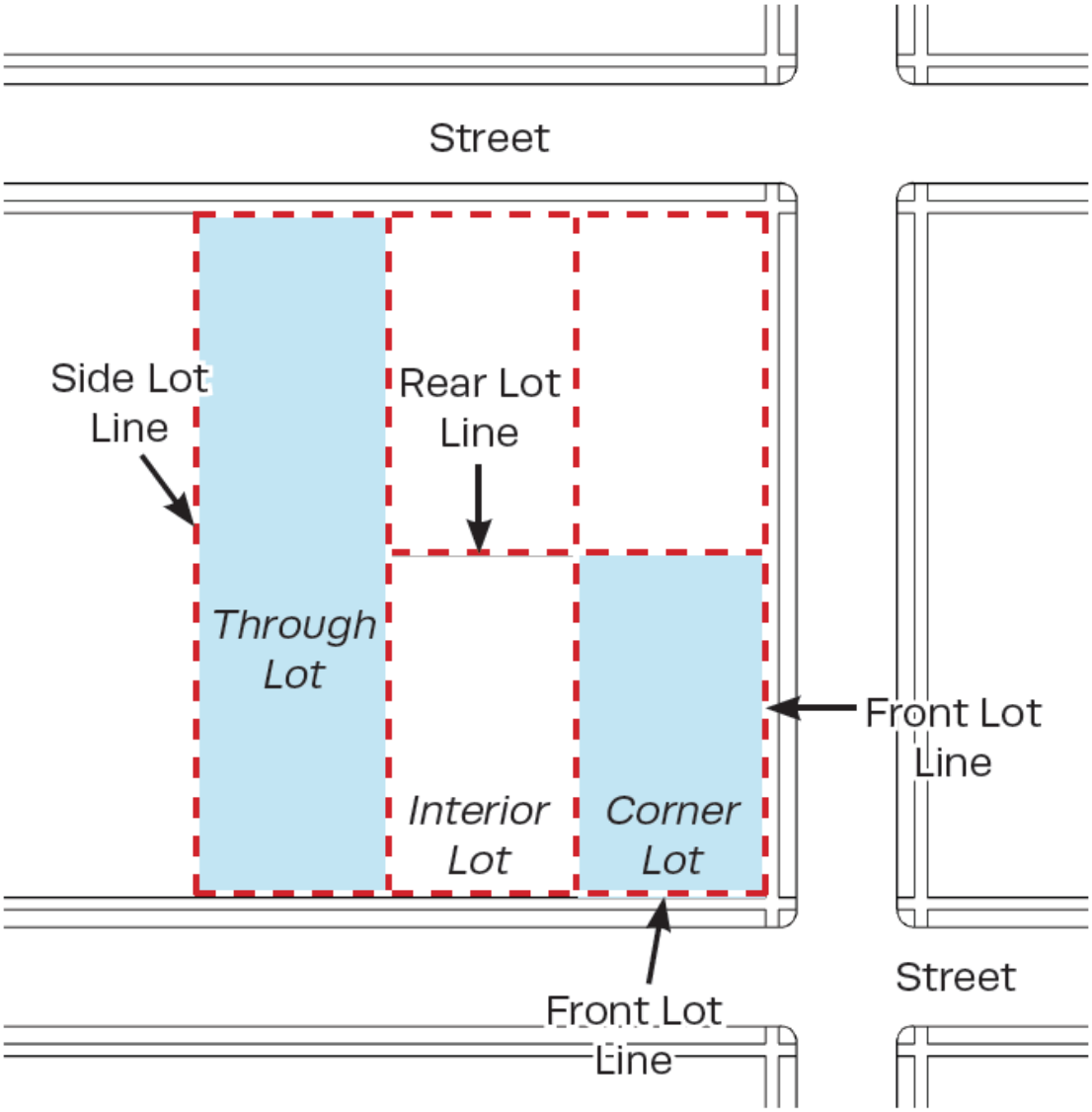


Lot or Building Site Width: The length of the Principal Frontage Line of a Lot or Building Site.

Lot or Building Site of Record: A Lot or Building Site, as applicable, which is part of a subdivision or other plat recorded in the office of the Maury County Register of Deeds, or a Lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot or Building Site Type: The classification of a Lot or Building Site, as shown in the following diagram:

ILLUSTRATION 9.3.L-7 LOT OR BUILDING SITE TYPES



M.

Machine Shop: Premises at which mechanical items are made or repaired using machinery or equipment.

Main Civic Space: The primary outdoor gathering place within a Development Parcel. The Main Civic Space may be associated with an important Civic Building.

Manufactured Home: A detached one family dwelling constructed as a single self-contained unit and mounted on a single chassis transportable after fabrication on its own wheels or detachable wheels with all the following characteristics as prescribed in Section 68-126-202, (4), (6) and (7) of TCA:

Designed for long term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower bath, and kitchen facilities with plumbing and electrical connections provided for attachment to outside systems.

Arriving at the site where it is to be occupied as a dwelling complete, including major appliances and furniture, and ready for occupancy except for minor and incidental unpacking and assembly operations, location of foundation supports, connections to utilities and the like.

Manufactured Home dwellings do not include camping Trailers, commercial mobile Structures, motor homes, recreational vehicles, travel Trailers, truck campers or similar units designed to provide temporary living quarters.

Manufactured Home- Class A: A Structure manufactured before June 15, 1976, that is not constructed in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974, as amended (42 U.S.C. § 5401 et seq.). It is a Structure that is transportable in one or more sections that in the traveling mode is eight body-feet or more in width and 40 body-feet or more in length, or, when erected on site, is 320 or more square feet and that is built on a chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes any associated plumbing, heating, air conditioning and electrical systems.

Manufactured Home Park or Subdivision: An area, tract, site, or parcel (or contiguous parcels) of land divided into two or more Manufactured Home Sites for rent or sale and associated Lots or Building Sites and Buildings necessary to support the Residential occupancy of Manufactured Homes.

Manufactured Home Sales: A subcategory of the Commercial Use category, characterized by the offer for sale or lease and the sale or lease of Manufactured Homes.

Manufactured Home Site: A designated area within a Manufactured Home Park for the exclusive use of the occupants of a single home.

Manufactured Home Stand: That part of an individual Manufactured Home Site which has been reserved for the placement of the Manufactured Home.

Marina: Any of the following: (1) lock harbor facility; (2) any facility which provides fueling, pump-out, maintenance or repair services; or (3) any facility which has permanent docking space for three (3) or more Boat Slips (4) any water area with a Structure that is used for docking or otherwise mooring Vessels and constructed to provide temporary or permanent docking space for more than ten Vessels; or (5) a dry stack facility.

Marquee Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Massage Studio: An establishment at which manual manipulation of muscle, connective tissue, tendons, and/or ligaments is provided to enhance a Person's health and well-being.

Massing: The overall shape or arrangement of the Bulk or volume of a Building.

Medical Office / Medical Clinic / Outpatient Clinic / Dental Office: An Office or other premises for the private practice of health care or dental professionals licensed by the State, wherein a majority of patient encounters involve examination, diagnose is, treatment, or surgical procedures on an outpatient basis not extending beyond a 24-hour period.

Medical Laboratory: A facility where testing or observation of clinical specimens from which information about the health of a patient can be obtained in order to provide diagnosis, treatment, and/or prevention of disease.

Meeting Hall: A Building that provides accommodations as a Place of Assembly.

Middle: As used in the Façade standards of this Ordinance, all of the Façade which is visually defined by the Base and Cap of the building.

Middle School: Premises at which Education is provided for children from Grade 5 through Grade 8.

Mid-Rise Building: an attached or detached Principal Building Type of 4 Stories, which may provide a vertical and/or horizontal mix of Uses, typically designed to facilitate pedestrian-oriented Retail / Personal Service/ Repair / Art / Artisan, Accommodation / Lodging, or Office Uses on the ground floor, with upper floors typically designed for Residential or Office Uses. See **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Mixed Use: Multiple Uses within the same Building or on the same Lot or Building Site through superimposition or Adjacency, or in multiple Buildings or on multiple Lots or Building Sites by Adjacency or proximity.

Mixed-Use Building: A typically attached Principal Building Type, 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. See **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Mobile Vending: Any temporary activity which includes preparation, assembly, or display of items with the intent to sell such items to the general public (excluding produce stands).

Mobile Vending Apparatus: Any vehicle, trailer, cart, table, tent or other equipment utilized for Mobile Vending.

Monument Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-1 (Sign Types - Specific Standards).**

Motel: An establishment where short-term Accommodation / Lodging in guest rooms is offered for compensation and one or more rooms are accessed by exterior doors opening directly to exterior Parking accommodations, passageways, or the outdoors. Neither a Hotel, Extended Stay Hotel, or unit therein, nor a Short- Term Rental Unit is a Motel.

Motor Vehicle: Every vehicle that is self-propelled by a motor, which can be licensed and registered to be driven on public streets, roads or rights-of-ways, and every vehicle that is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

Examples are passenger vehicles, trucks, motorcycles and other consumer motor vehicles, and motorized Recreational Vehicles.

This term does not include Boats or other watercraft, non-motorized Recreational Vehicles, Manufactured Homes, or Farm and Construction Equipment.

Motor Vehicle Body Shop: Premises or a portion of premises used for the adjustment, painting, replacement of parts, or body repair of Motor Vehicles.

Motor Vehicle Maintenance, Repair, Fuel Sales, Service, or Cleaning: A Structure, premises, or establishment in or on which Motor Vehicles are maintained, repaired, serviced, re-fueled, and/or cleaned, including without limitation, incidental storage for fewer than sixty (60) days of Motor Vehicles that are being maintained, repaired, serviced, and/or cleaned.

Examples are car wash, full vehicle service including alignment shop, auto upholstery shop, towing service, limited vehicle service including auto detailing, auto repair, battery sales and installation, fuel sales, quick lubrication facilities, and tire services.

This term does not include Parking Lots, Parking Structures, Motor Vehicle Storage, Motor Vehicle Body Shop, Motor Vehicle Parts Sales, or Convenience Store with Gasoline Sales (see Retail Sales and Service).

Motor Vehicle Parts Sales: A Structure, premises, or establishment in, from, or on which Motor Vehicle parts other than tires are sold, either at Retail or Wholesale.

Motor Vehicle - Related Sales and Service: Motor Vehicle Body Shop, Motor Vehicle Maintenance, Repair, Service, Fuel Sales, or Cleaning, Motor Vehicle Parts Sales, Motor Vehicle Sales, Rental, or Leasing, and Motor Vehicle Storage.

Motor Vehicle - Related Uses: The term collectively referring to Motor Vehicle Body Shop, Motor Vehicle Maintenance, Repair, Fuel Sales, Service, or Cleaning, Motor Vehicle Parts Sales, Motor Vehicle Sales, Rental, or Leasing, and Motor Vehicle Storage. See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses).**

Motor Vehicle Sales, Rental, or Leasing: A Structure, premises, or establishment in or on which Motor Vehicles are sold, rented, leased, or chartered, including incidental storage, maintenance, and servicing as an Accessory Use.

Motor Vehicle Storage: Long- or short-term storage of operating Motor Vehicles. This term excludes Parking Lots, Parking Structures, Impound Yards, Towing Facilities, and any dismantling, Scrap and Salvage Yards/Service, or Junkyards.

Multi-Family Building: A Large Multi-Family Building or a Small Multi-Family Building. See **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Multi-Family Dwelling: A Building containing three (3) or more Dwelling Units, including without limitation Residential condominiums, cooperatives, Independent Living Apartments and other Apartments, Large Multi-Family Buildings, and Small Multi-Family Buildings.

Museum: A Use characterized by the display, preservation, collection, curation, and/or exhibit of objects of community and cultural interest in one or more of the arts and sciences.

N.

Neighborhood Street: The Thoroughfare or Internal Drive type described as such in **Table 5.3.3.F (Thoroughfare/ Internal Drives Types – Summary)** and **Table 5.3.3.G (Thoroughfare / Internal Drive Assemblies and Standards).**

Neon Tube Illuminated Sign: A Sign with a light source supplied by a neon tube, which is bent to form letters, symbols or other shapes.

Net Site Area: All developable land within a site including Thoroughfares and Internal Drives, but excluding land allocated as Civic Space or Civic District.

Nightclub: An establishment for nighttime entertainment, typically serving Alcoholic Beverages for consumption on site and offering music, dancing, or other entertainment. Adult-Oriented Entertainment is excluded from the term "Nightclub".

Non-Banking Financial Institution: A Financial Institution that is not regulated by the Federal Deposit Insurance Corporation (FDIC) and is governed by T.C.A Title 45 Chapters 15, 17, and 18, including without limitation, Pawn Shops, title loan lenders, cash advance Lenders, and check cashing establishments and other Short-Term Lenders.

Nonconforming Improvement: Any Improvement, or part thereof, that legally existed at the Effective Date of this Ordinance or any amendment of this Ordinance or the Zoning Map affecting such Improvement, but upon such Effective Date does not conform to this Ordinance;

Nonconforming Lot or Building Site: Any Lot or Building Site, or part thereof, that legally existed at the Effective Date of this Ordinance or any amendment of this Ordinance or the Zoning Map affecting such Lot or Building Site, but upon such Effective Date does not conform to this Ordinance.

Nonconforming Sign: A Sign that legally existed at the Effective Date of this Ordinance or any amendment of this Ordinance or the Zoning Map affecting such Sign but upon such Effective Date does not conform to this Ordinance.

Nonconforming Structure: A Structure that legally existed at the Effective Date of this Ordinance or any amendment of this Ordinance or the Zoning Map affecting such Structure, but upon such Effective Date does not conform to this Ordinance.

Nonconforming Use: Any Use of land, of a Structure, or of an Improvement, or part thereof, that legally existed at the Effective Date of this Ordinance or any amendment of this Ordinance or the Zoning Map affecting such Use, but upon such Effective Date does not conform to this Ordinance.

Nonconformity: A Nonconforming Lot or Building Site, Nonconforming Structure, Nonconforming Sign, Nonconforming Improvement, or Nonconforming Use.

Non-Hazardous Waste Treatment or Disposal: Facilities for receiving, sorting, treatment, or disposal of nonhazardous solid waste, including waste transfer stations, compost dumps, and combustors, incinerators, and cogeneration plants, and the collection and hauling of nonhazardous waste incidental to the treatment or disposal operations.

Non-Motor Vehicle or –Boat Body Shop Maintenance/ Cleaning / Repair / Service: A Structure, premises, or establishment in or on which goods other than Motor Vehicles or Boats are maintained, repaired, serviced, and/ or cleaned. This term does not include Parking or Outdoor Storage.

Non-Motor Vehicle or –Boat Rental / Leasing: A Structure, premises, or establishment in or on which goods other than Motor Vehicles or Boats are rented or leased. This term does not include Parking or Outdoor Storage.

Non-Profit Office: Premises available for any function of a not-for-profit organization.

Nursery School: See "Pre-School".

O.

Occupancy: The Principal Use of a Lot, Building Site, or Structure for the performance of a function or operation by a Person.

Office Uses: (1) a Use category characterized by premises available for the transaction of Commercial, governmental, professional, medical, dental, not-for profit, or financial services, but excluding Retail / Personal Service / Repair/ Art / Artisan Uses, Light Industrial Uses, and Heavy Industrial Uses; or (2) Office Uses is the Use category, which is a collective reference to Uses in the following Use sub-Categories, as listed in **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses) 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses),** and **Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses):**

Business / Government / Non-Profit Offices (excluding Civic Uses), Medical / Dental Offices, Professional Offices, and Other Offices Not Listed;

Office Building: A Building in which space is made available for Office Use. Office Building is not a Building Type.

Office Front: A Private Frontage type wherein the Facade is aligned close to or at the Frontage Line with the Building entrance at or above Sidewalk grade. This type is conventional for Office Use. It may have a substantial glazing on the Facade. See **Table 4.3.7.A (Private Frontage Types).**

Off-Premises Sign: A Sign the owner or lessee of which is not the owner or lessee of the premises on which such Sign is located.

Open Air Market: A Farmer's Market, a Roadside Stand, or an Outdoor Market.

Open Space: Use characterized by large expanses of land.

Ordinance or Zoning Ordinance: This City of Columbia, Tennessee Zoning Ordinance, as the same may be amended and in effect from time to time.

Ordinary Maintenance and Repair: (1) keeping a Lot or Building Site , parcel, or Structure in good condition through ongoing minor intervention, undertaken from time to time, in a manner that does not change its external appearance except through the elimination of the usual and expected effects of weathering; (2) strengthening or restoring any portion of a Structure or Improvement to a safe condition, provided no material enlargement results; (3) repairing or replacing interior walls, fixtures, wiring or plumbing; or (4) repaving Driveways, private Thoroughfares, Internal Drives, and Parking and loading accommodations, (5) replacing exterior windows and siding, and (6) painting exterior Structures and fixtures. Ordinary Maintenance and Repair does not constitute Development, Construction or building for the purposes of this Ordinance.

Outbuilding: Synonymous with "Accessory Building".

Outdoor Display Case: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Outdoor Market: An open-air area, without or without a Structure, used for the Retail sale of goods other than fresh fruits, vegetables, nuts, grains, eggs, flowers, herbs, or plants.

Outdoor Recreation: Commercial uses, varying in size, providing daily or regularly scheduled recreation or entertainment-oriented activities. Such activities may take place outdoors or within a Structure.

Athletic, tennis, swim, or Health Club (see Retail Sales and Service), botanical garden, nature preserve (see Parks and Open Areas), and Indoor Recreational Facility (see Indoor Recreation) are excluded from Outdoor Recreation.

Outdoor Storage: One or more assemblages, collections, stacks, or stockpiles of vehicles, equipment, goods, materials, tanks, or other items in any area other than within a Building, including without limitation, parked operative or non-operative vehicles or equipment.

P.

Parcel Services: Providing for-profit package and message routing, distribution, and delivery services.

Park: As a noun, a Civic Space type that is a natural preserve available for unstructured recreation, described as such in **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards**); as a verb, to stop and disengage a Motor Vehicle and leave it unoccupied.

Parking: (1) an accommodation designed for the of stopping and disengagement of a Motor Vehicle and leaving it unoccupied; or (2) the act of stopping and disengaging a Motor Vehicle and leaving it unoccupied.

Parking Area: An off-street, ground-level open area within a Lot or Building Site for Parking vehicles as an Accessory Use incidental to a Principal Use of a Lot or Building Site or a Principal Building on a Lot or Building Site. Not synonymous with Parking Lot.

Parking Lot: An off-street, ground-level open area within a Lot or Building Site for Parking vehicles as a Principal Use for which a fee may or may not be charged. Not synonymous with Parking Area. Parking Lot does not include Bus barn (see Warehouse and Freight Movement) or sale or servicing of vehicles (see Vehicle Sales and Service).

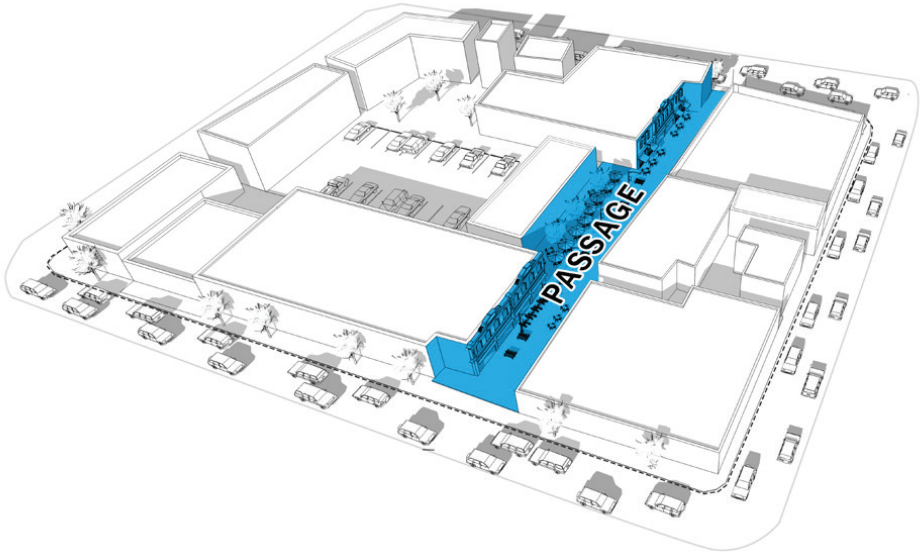
Parking Space: An area required or provided for Parking a vehicle, meeting the requirements of Section 4.3.12.

Parking Structure: A vertical or vertical and subterranean Improvement other than a Garage, containing one or more levels of vehicular Parking above grade. A Parking Structure may not be used for Motor Vehicle Body Shop, Maintenance Repair, Service or Cleaning.

Party Wall: A Wall on an Interior Lot or Building Site Line, used or adopted for joint service between two or more Buildings; such walls shall fully comply with fire and all other provisions and standards established for such walls in the Standard Building Code.

Passage (PS): A pedestrian connector, open or roofed, that passes between Buildings to provide shortcuts through long Blocks and connect rear parking areas to Frontages. See **Illustration 9.3.P-1 (Passage)**.

ILLUSTRATION 9.3.P-1 PASSAGE



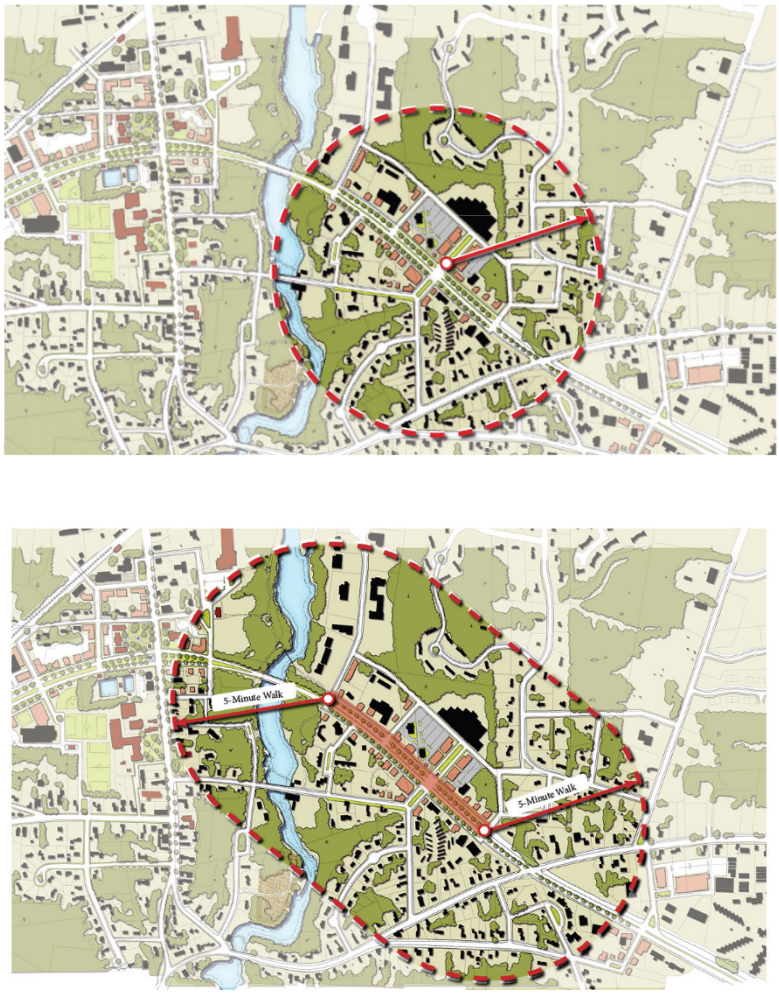
Passive Recreation: Outdoor recreational activities, such as nature observation, hiking, and canoeing or kayaking, which require a minimum of facilities or Development and which have minimal environmental impact on the recreational site.

Path (PT): A pedestrian way traversing an open greenspace with a minimum area of 5,000 square feet, with landscape matching contiguous Civic Space, connecting directly with the Sidewalk network.

Pawnshop: A Business that lends money based upon the security of pledged goods left in pawn, or that is in the Business of purchasing tangible personal property to be left in pawn on the condition that it may redeemed or repurchased by the seller for a fixed price within a fixed period of time. See also, Short-Term Lender.

Pedestrian Shed: An area of a size approximately equal to the average distance comfortably walked by pedestrians and approximately centered on a Common Destination. There are two types of Pedestrian Sheds: Standard Pedestrian Sheds and Linear Pedestrian Sheds. See “Standard Pedestrian Shed” or “Linear Pedestrian Shed”. See **Illustration 9.3.P-2 (Pedestrian Sheds).**

ILLUSTRATION 9.3.P-2 PEDESTRIAN SHEDS



Performance Guarantee: As defined in Section 1.26.

Performing Arts Venue: A site, with or without a Structure, intended for the presentation of performing arts, such as dance, music, and theatre.

Performing Arts Studio: An establishment that provides instruction in one or more of the performance arts, such as dance, music, and theatre.

Person: An individual, firm, partnership, corporation, company, association, organization, joint stock association, proprietorship, trust, body politic, or other legal entity, or and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.

Plot plan: A graphic depiction, drawn to an appropriate scale, indicating the dimensions of the lot or parcel which is the subject of an application for a zoning district amendment or special use permit including a legal description of such lot or parcel and the location of the lot or parcel in relation to adjacent street right-of-way.

Day Care / Personal Care Facilities (Civic): Civic Use sub-category characterized by non-Residential care for adults, children, or families, which does not meet the definition of Household Living or Group Living.

Day Care / Personal Care Facilities (Commercial): Commercial Use sub-category characterized by non-Residential care for adults, children, or families, which does not meet the definition of Household Living or Group Living.

Personal Improvement Education: An establishment primarily engaged in the provision of information or instruction relating to a particular subject or hobby.

Personal Services: Uses in which a service is provided to or for a customer for compensation, in which the Person providing such service deals directly with the consumer, which Uses may or may not include the Retail sale of goods related to the services provided.

Excluded from Personal Services are Motor Vehicle - Related Uses, services provided by a medical or dental professional, and Adult-Oriented Entertainment.

Pharmacy: An establishment having a primary function of dispensing prescription drugs and medications and whose stock-in-trade may or may not include other merchandise.

Place of Assembly: A Building, room, or space that is occupied or arranged for occupation by the public for recreational, amusement, social, sports, or similar purposes.

Place of Worship: A Building, room, or space that is occupied or arranged for occupation for religious. spiritual, recreational, or similar purposes.

Placement: With respect to a Building, the manner in which the Building is situated on the Lot or Building Site. See **"Layers", Illustration 9.3.L-5 (Layers); see also "Setback",** and **"Yard" and Illustration 9.3.S-2 (Setbacks and Yards).**

Plan: A Development Plan, Master PUD Development Plan, site plan, Landscape Plan, Sign Plan, or any other plan submitted or prepared pursuant to this Ordinance.

Planned Unit Development: See Section 8.5.21.

Planned Unit Development District: One of the several Districts listed as such in Section 3.7.C. See also Section 8.5.21.

Planning Commission: The Planning Commission of the City.

Planning Director: The City Director of Planning and Development.

Planter: The element of the Public Frontage that accommodates trees along Thoroughfares and Internal Drives, whether continuous or individual.

Plaque Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Playground: A Civic Space type, described as such in **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards).**

Plaza: A Civic Space type described as such in **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards).**

Police Station: Premises accommodating operations of law enforcement officers and other members of staff.

Porch: A Private Frontage type, having a planted Frontage, the Facade is set back from the Frontage Line, and an attached exterior covered area large enough to accommodate outdoor furniture and/or gathering, which is permitted to Encroach into the Front Setback, Setback Area, or Street Yard. This may be used with or without a Fence to maintain Thoroughfare spatial definition. A Stoop is not a Porch. See **Table 4.3.7.A (Private Frontage Types).**

Porch Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Portable Sign: A Sign the principal supporting Structure of which is intended, by design and construction, to be used by resting upon the ground for support and may be easily moved or relocated. Portable Signs include, but are not limited to, Signs mounted on a Trailer, wheeled carrier, or other non-motorized mobile structure, with wheels or with wheels removed.

Post Office: Premises operated by or under contract for the United States Postal Service at which letters, parcels, packages or other mail may be received, deposited, processed, sorted, and/or handled and/or postage may be purchased.

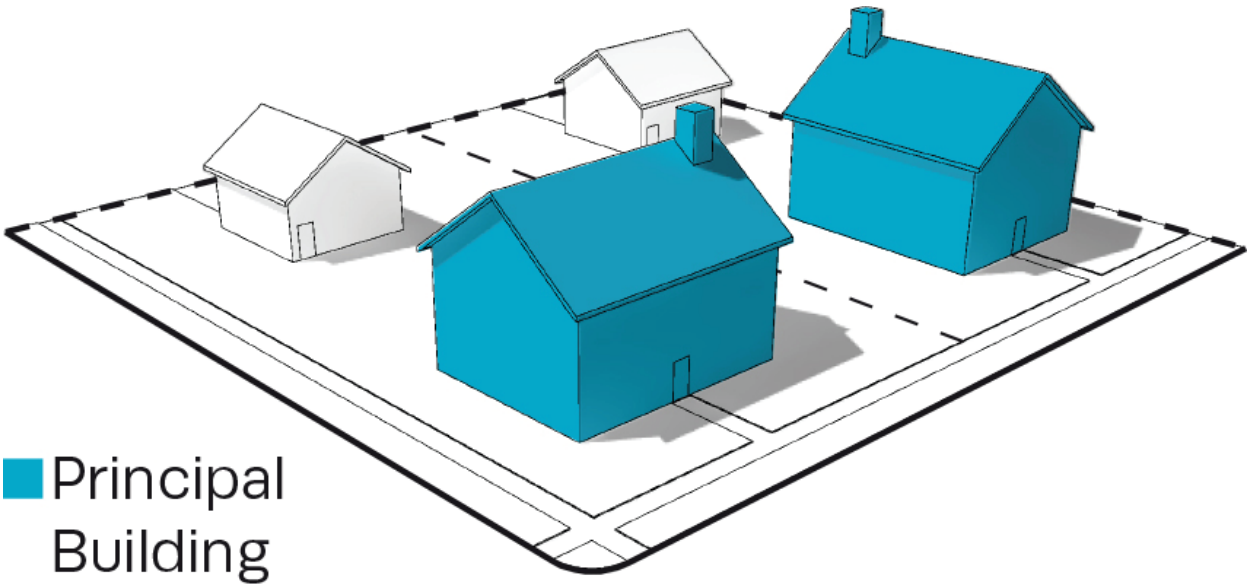
Post Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards)**

Pre-School: A school, licensed by the State, with an accredited training program and staffed with certified teachers, providing day time care or instruction for two (2) or more children between the ages of two (2) and five (5) years old. Synonymous with Nursery School.

Preliminary Plat: As defined in City Subdivision Regulation Section 2.2.

Principal Building: the main Building on a Lot or Building Site, located toward the Frontage, in which is conducted a Principal Use of such Lot or Building Site. See **Illustration 9.3.P-3 (Principal Building).**

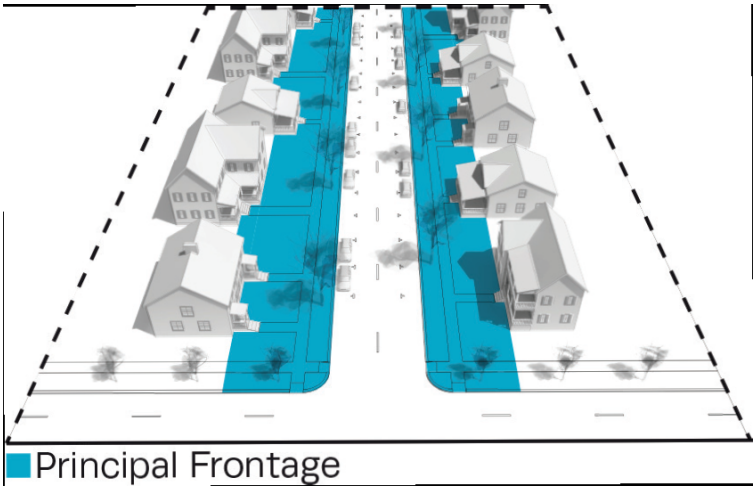
ILLUSTRATION 9.3.P-3 PRINCIPAL BUILDING



Principal Entrance: The main point of access for pedestrians into a Building; the Main Entrance. A building may have more than one Principal Entrance.

Principal Frontage: With respect to: (a) Corner Lots or Building Sites, the Frontage designated to bear the address and Principal Entrance to the Building, and the measure of minimum Lot or Building Site Width; and (b) non-Corner Lots or Building Sites, the Frontage. See "Frontage". See **Illustration 9.3.P-4 (Principal Frontage).**

ILLUSTRATION 9.3.P-4 PRINCIPAL FRONTAGE

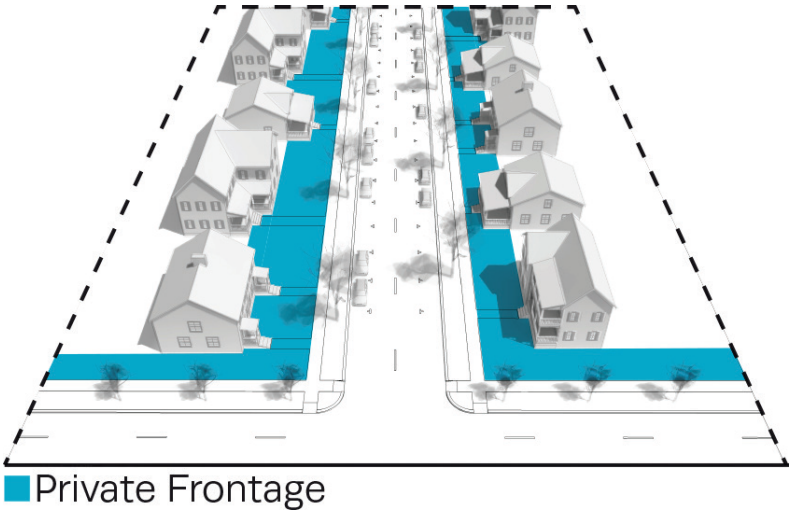


Principal Use: The primary or predominant Use of a Lot, Building Site, or Structure.

Printing Services Shop: Retail premises in which photocopying, scanning, short-run printing, and related services are provided.

Private Frontage: The privately held area between the Frontage Line and the Facade of the Principal Building. See **Illustration 9.3.P-5 (Private Frontage); see also Table 4.3.7.A (Private Frontage Types),** and **Illustration 9.3.F-5 (Frontage & Lot or Building Site Lines).**

ILLUSTRATION 9.3.P-5 PRIVATE FRONTAGE



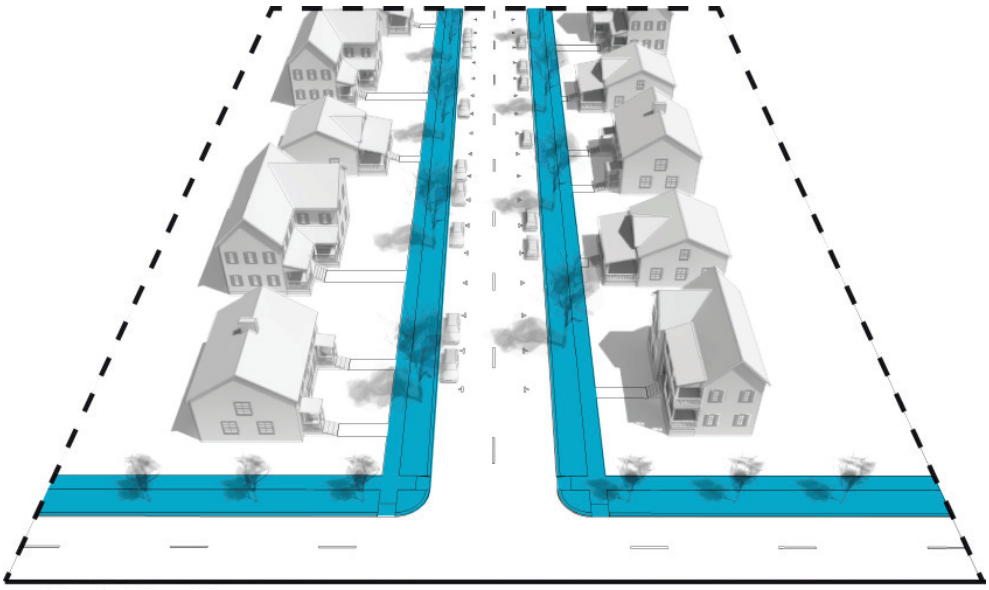
Public Frontage: The area between the Frontage Line and:

the curb (or if there is no curb, the edge) of the Vehicular Lanes in the case of a Lot or Building Site that Enfronts a Thoroughfare or Internal Drive having Vehicular Lanes, or

the Enfronting Civic Space, Path, Passage, waterbody, or Driveway in the case of a Lot or Building Site that Enfronts a Civic Space, Path, Passage, waterbody, or Driveway.

See **Illustration 9.3.P-6 (Public Frontage);** see also **Table 5.2.2.G-1 (Thoroughfare Assemblies & Standards);** and **Illustration 9.3.F-5 (Frontage & Lot or Building Site Lines)**

ILLUSTRATION 9.3.P-6 PUBLIC FRONTAGE



Pushcart: A mobile vending apparatus which may be moved without assistance of a motor from which merchandise or food is stored and prepared with the intent to sell to the public.

Professional Office: Use sub-category of Office Uses category characterized by premises in or from which professional or consulting services in the fields of law, architecture, planning, design, engineering, accounting, bookkeeping, and similar professions are conducted. This term does not include “Medical Office”, “Dental Office”, or “Clinic”.

Project Boundary Buffer: A Buffer located along the boundary of a development.

Public Art: Art in any media that has been planned and executed with the intention of being staged in or viewed from the physical public domain, usually outside and accessible to all.

Public Meeting: A duly convened meeting of a Decision- Making Authority as contemplated under applicable state law, including public meetings, public hearings, workshops, and site visits.

Publishing: The Business of issuing software, Internet content, or newspapers, books, or other printed textual or graphical material for sale or distribution to the public.

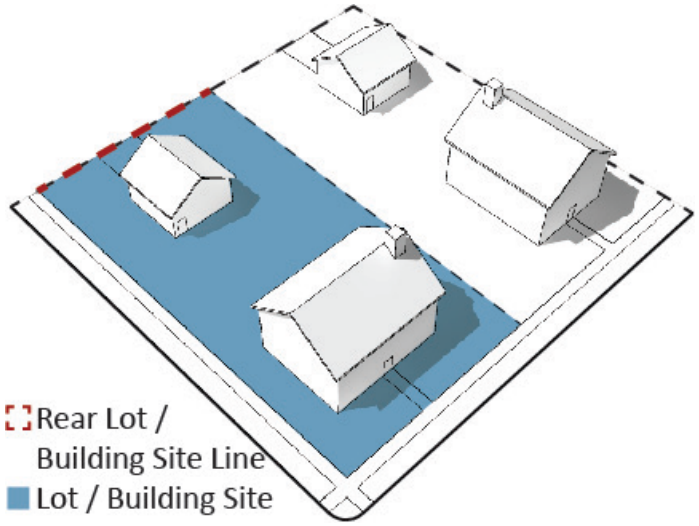
Pylon Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-1 (Sign Types - Specific Standards).**

R.

Rail Equipment Storage / Repair: Use involving premises for storing or repairing locomotives, rail cars, or other rail vehicles.

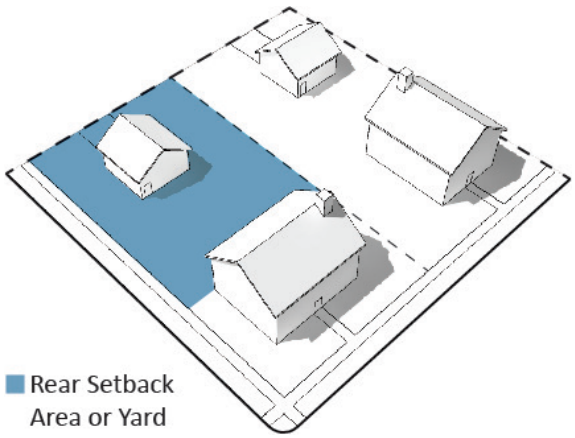
Rear Lot or Building Site Line: The Lot or Building Site Line opposite the Front Lot or Building Site Line. See **Illustration 9.3.R-1 (Rear Lot or Building Site Line).**

ILLUSTRATION 9.3.R-2 REAR SETBACK AREA OR REAR YARD



Rear Setback Area or Yard: A portion of a Lot or Building Site that is situated between (1) the nearest roofed portion of the Principal Building or of any Accessory Building on the Lot or Building Site and (2) the Rear Lot or Building Site Line, extending the full width of the Lot or Building Site, from Side Lot or Building Site Line to Side Lot or Building Site Line. See **Illustration 9.3.R-2 (Rear Setback Area or Yard).**

ILLUSTRATION 9.3.R-1 REAR LOT OR BUILDING SITE LINE



Recreation: Use characterized by activities for personal enjoyment or entertainment during a Person's discretionary time.

Recreation Facility: Premises accommodating Indoor Recreation and/or Entertainment and/or Outdoor Recreation and/or Entertainment. A Recreation Facility may be Civic or non-Civic.

Recreational Vehicle: a vehicle which is:

built on a single chassis;

four hundred (400) square feet or less when measured at the largest horizontal projection;

designed to be self – propelled or permanently towable by a light duty truck: and

designed primarily for use as a non – permanent dwelling but as temporary living quarters for recreational, camping, vacation, travel, or seasonal use. The term includes camping Trailer, motor home, travel Trailer, and truck campers.

Recreational Vehicle does not include Manufactured Homes.

Recreation and Entertainment, Indoor: Participatory and spectator-oriented Recreation activities conducted within an enclosed Building, including without limitation billiard rooms, bowling centers, ice- or roller-skating rinks, Shooting Ranges, Theater, and arcades.

Recreation and Entertainment, Outdoor: Participatory and spectator-oriented Recreation activities conducted in open, partially enclosed, or screened facilities, including without limitation amusement parks, fairgrounds, golf courses and driving ranges, and go-cart tracks.

Recycling Collection Facility: A facility used for the collection and transfer, but not the actual processing, of any of the following recyclable materials: glass, paper, plastic, cans, or other source-separated, non-decayable materials. Recyclable materials at a Recycling Collection Facility must not include motor oil, chemicals, household appliances, tires, automobiles, automobile parts, or decayable materials.

Rehabilitation Facility: A facility operated for the primary purpose of assisting in the rehabilitation of individuals through an integrated program of medical, psychological, physical, occupational, substance, social, or vocational evaluation and services under competent professional supervision.

Religious Facilities: Facilities used by a non-profit group or institution for organized religious services, meetings, assembly, practice, activities, and supporting uses.

Examples are Places of Worship, church, mosque, synagogue, temple, monastery, convent, retreat center or any permanent or temporary Structure providing regular, organized religious worship of any denomination and religious education incidental thereto. A property tax exemption for a religious group or institution obtained pursuant to state law shall constitute prima facie evidence of a Religious Facilities Use.

Athletic, tennis, swim or Health Club (see Retail Sales and Service), Educational Uses, Day Care facilities, for distribution or production of products, including printed matter, for groups other than immediate membership, public neighborhood arts center or similar community facility (see Community Service), community center, revival or gospel tent, senior center (see Community Service), Social service facility (see Social Service Institution), and Treatment center, transient lodging, or shelter for the homeless (see Social Service Institutions) are not included in this Use Category.

Required Yard or Setback Area: A Yard or Setback Area required by this Ordinance, which is open and unobstructed from 30 inches above the general ground level of the graded lot upward to the sky except as

permitted in Section 4.3.10 and no part of which is included as part of a Setback, Setback Area, or Yard for any other Building.

Research Laboratory: premises that contain research, development, and testing laboratories that do not involve the mass manufacture, fabrication, processing, or sale of products Such Uses must not be detrimental to the environment through the release of dust, smoke, fumes, odor, noise, or vibration and must not create an unsafe risk of fire or explosion given the location of the use, the Building in which it is located, and the nature of the surrounding Uses and Structures.

Residence: A Building or part of a Building containing one or more Dwelling Units or Rooming Units, including Single – Family or Two – Family Dwellings, Multi-Family Dwellings, Boarding Houses, Rooming Houses, or residence-apartment hotels. Residences shall not include:

Transient accommodations, such as Transient hotels, Motels, or similar establishments;

Dormitories, fraternity or sorority houses, monasteries, or convents, or similar establishments containing Group Living or sleeping accommodations;

Nurses' residences, sanitariums, nursing homes, convalescent homes, rest homes, or other sleeping or living accommodations in community facility buildings or portions of buildings used for community facilities; or

In any Building with a mix of Uses, the part of the Building used for any Non-Residential Uses, except Uses accessory to Residential Uses.

Residential: Pertaining to premises available for long- term, non-Transient human habitation.

Residential Building: Any Building or part thereof utilized solely for Residential Use and Accessory Uses.

Residential Uses: (1) a Use category characterized by premises available for long-term non-Transient human habitation; (2) Residential Uses is the Use category, which is a collective reference to the following Use sub-Categories, as listed 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):** Household Living and Group Living.

Restaurant: An establishment engaged in preparing, serving, and selling food at Retail for on- or off- premises consumption. Bars, Taverns, and Nightclubs are not Restaurants.

Restricted-Access Bicycle Enclosure: A locked area containing within it one bicycle rack space for each bicycle to be accommodated, and accessible only to the owners or operators of the bicycles parked within it.

Retail: Use characterized by selling, renting, or leasing new or used goods in person, on-line, or by mail-in transactions dealing directly with the consumer of such goods.

Retail / Personal Service / Repair / Arts / Artisan:

Use sub-category of the Commercial Uses category characterized by selling, renting, or leasing new or used goods in person, on-line, or by mail-in transactions dealing directly with the consumer of such goods, providing personal services or repair services to the general public, and art- related and artisan-related establishments. See **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).**

Examples of Retail Uses included in the Retail / Personal Service / Repair / Arts / Artisan sub-category are Convenience Store (with or without petroleum sales), selling, renting or leasing Alcoholic Beverages, antiques, appliances, art supplies, baked goods, bicycles, books, cameras, carpet and floor coverings, crafts, clothing, computers, dry goods, electronic equipment, fabric, flowers, furniture, garden supplies, gasoline, gifts, groceries, hardware, home improvement goods, household products, jewelry, medical supplies, musical instruments, Open Air Market, outdoor farmers market, pets, pet supplies, pharmaceuticals, picture frames, plants, printed materials, produce, sporting goods, stationery, tobacco and related products, vehicle parts, and videos, and Brewpubs, Tasting Rooms, Retail Food Sales with or without on-premises preparation or processing, Retail Membership Clubs, and Warehouse Retail.

Examples of Personal Service Uses included in the Retail/ Personal Service / Repair / Arts / Artisan sub-category are art, music, dance, or photographic gallery or studio, athletic, tennis, swim or Health Club, mailing or package delivery service, dry-cleaning or laundry drop-off facility, Laundromat, funeral home or mortuary, hair, nail, tanning, massage therapy and personal care service, photocopy, blueprint, and quick-sign service, photo finishing psychic or medium, security service, tailor, milliner, upholsterer, taxi or ride-share dispatch center, taxidermist, veterinary clinic, animal hospital, or Kennel, and urgent care or emergency medical office.

Examples of Repair Uses included in the Retail / Personal / Service / Repair / Arts / Artisan sub-category are appliance, bicycle, canvas, clock, computer, gun, jewelry, musical instrument, office equipment, radio, shoe, television or watch repair, and locksmith.

Examples of Arts-Related Uses included in the Retail / Personal Service / Repair / Arts / Artisan sub-category are the non-Residential portion of Artist Live/Work Space, Artist Studio Space, arts-related educational facility, crafts-related retail store, non-Civic art museum/gallery, sale of art and art supplies.

Examples of Artisan-Related Uses included in the Retail / Personal Service / Repair / Arts / Artisan sub-category are Artisan Establishments, candle making, furniture making, glass blowing, weaving, pottery making, woodworking, sculpting, painting, and tailoring.

The following are excluded from the Retail / Personal Service / Repair / Arts / Artisan sub-category:

Adult Video Stores (see Indoor Recreation), any Use that is potentially dangerous, noxious or offensive to neighboring Uses or those who pass on public ways by reason of smoke, odor, noise, glare, fumes, gas, vibration, threat of fire or explosion, emission of particulate matter, interference with radio, television reception, radiation or any other likely cause (see Heavy Industrial), Motor Vehicle- and Boat- Related Uses, Crematorium (see Light Industrial), Large-scale catering (see Light Industrial), laundry or dry-cleaning plant (see Light Industrial), Restaurant (see Restaurants), Sale, lease, or rental of machinery, Farm and Construction Equipment, or other equipment, building materials, special trade tools, welding supplies, machine parts, electrical supplies, janitorial supplies, restaurant equipment, and store fixtures (see Wholesale Trade).

Retail Food Sales: The sale of food for off-premises consumption, excluding Restaurants.

Retail Membership Club: A discount Retail establishment that sells merchandise to its members.

Rezoning: A change in the district boundaries or district classifications of the zoning map pursuant to Section 8.5.19. For the purposes of this Ordinance, rezoning also includes the initial zoning of a property that occurs with annexation.

Right-of-Way Line: A line contiguous with a Lot or Building Site Line, dividing a Lot or Building Site from an Abutting Thoroughfare or Internal Drive.

Road (RD): A local, rural and suburban Thoroughfare or Internal Drive of low-to-moderate vehicular speed and capacity, described as such in **Table 5.3.3.F (Thoroughfare / Internal Drives Types – Summary) and Table 5.3.3.G (Thoroughfare / Internal Drive Assemblies and Standards).**

Roadside Stand: A small open-air Structure for the Retail sale of produce or other goods grown or produced on the property where the Roadside Stand is located. Roadside Stand does not include Farmer's Markets or Outdoor Markets.

Rooming House: A Residential type in a private Dwelling in which at least three (3) but not more than six (6) rooms are offered for rent, payable in money and/ or other consideration, whether or not table board is furnished to roomers, and in which no Transient guests are accommodated and no Restaurant is maintained for service to any Persons who are not residents of the Rooming House.

Rooming Unit: A unit of Residential occupancy.

Rowhouse: A Townhouse Building Type described as such in **Table 4.3.8.B (Principal Building Types).**

S.

School: Business or Trade School, College / University, High School, Middle School, Pre-School or Nursery School, Primary or Elementary School, or Secondary School.

School, Primary or Elementary: See "Primary or Elementary School".

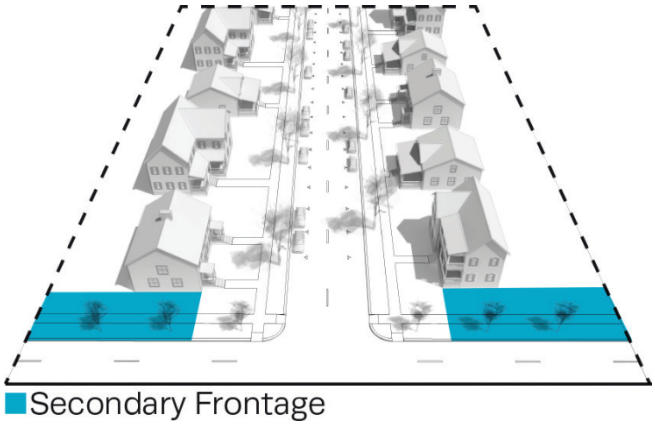
School, Secondary: See "Secondary School".

Scrap or Salvage Yard / Service: A Use, other than an Impound Yard or Towing Facility, in which an establishment is engaged primarily in the sale, storage, assembling, dismantling, sorting, distributing, or other processing of scrap, used equipment, mechanical components, or waste materials, including a Junkyard.

Screen/Screening: (1) used as a verb, to block an item or condition from view from a vantage point in accordance with the requirements of this Ordinance by interposition of a Building, Building Element, Wall or Fence constructed of an opaque material, or an evergreen hedge; or (2) used as a noun, a Building, Building Element, Wall or Fence constructed of an opaque material or an evergreen hedge, which blocks an item or condition from view from a vantage point, as required by this Ordinance. Not synonymous with Streetscreen.

Secondary Frontage: on Corner Lots or Building Sites, the Frontage that is not the Principal Frontage. See **Illustration 9.3.S-1 (Secondary Frontage).**

ILLUSTRATION 9.3.S-1 SECONDARY FRONTAGE



Second Layer: See "Layer".

Secondary School: A public, private, or parochial school offering instruction at the Middle School and /or High School levels in the branches of learning and study required to be taught in the public schools of the state.

Self-Service Storage Facility: premises at which customers rent separate storage units within a Building designed to allow private access by the customer for storing or removing personal property.

Examples are mini-warehouse, multi-story enclosed storage facility, and storage garage.

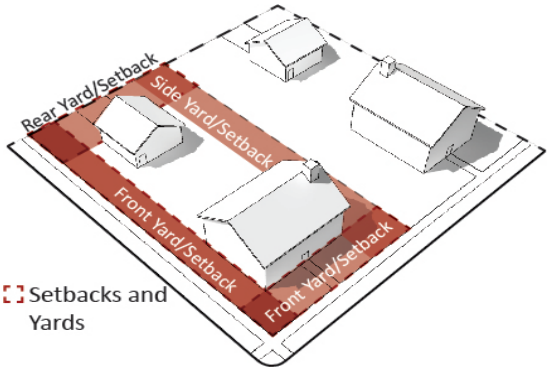
The following are not Self-Service Storage Facilities:

> Rental of light or medium trucks, storage area used for Manufacturing use, storage area used for sales, service, and repair operations, and transfer and storage Business where there are no individual storage areas or where employees are the primary movers of the goods to be stored or transferred.

Septic Equipment Installation, Service, or Cleaning: establishments that install, pump, or service septic tanks and cesspools, or that rent or service portable toilets.

Setback or Setback Area: The portion of a Lot or Building Site measured from a Lot or Building Site Line to a Building Facade or Elevation, which area is maintained clear of permanent Structures, with the exception of permitted Encroachments allowed pursuant to **Tables 4.3.1-A -4.3.1.-U (District Standards). See Illustration 9.3.S-2 (Setbacks).** See also, "Yard".

ILLUSTRATION 9.3.S-2 SETBACKS AND YARDS



Sewage Lines: Lines for the movement, distribution, or collection of sewage.

Sewage Facility: Utility facilities for the movement, receipt, treatment, and disposal of sewage.

Shared Parking: Parking spaces shared by two or more uses that are in proximity to one another and the parking area, and that have different operational characteristics such that utilization of the parking spaces by one use will not generally overlap with the utilization of the parking spaces by the other use(s). Shared parking on private property must be supported by binding agreement.

Shared Parking Factor: An accounting for Parking spaces that are available to more than one Principal Use. See **Table 4.3.12.B-2 (Shared Parking Factor).**

Shooting or Firing Range: A specialized facility within a Building, which accommodates firearms training, practice, and qualification.

Shopfront: A Private Frontage Type conventional for Retail / Personal Service / Repair / Art / Artisan Use, wherein the Facade is aligned close to or at the Frontage

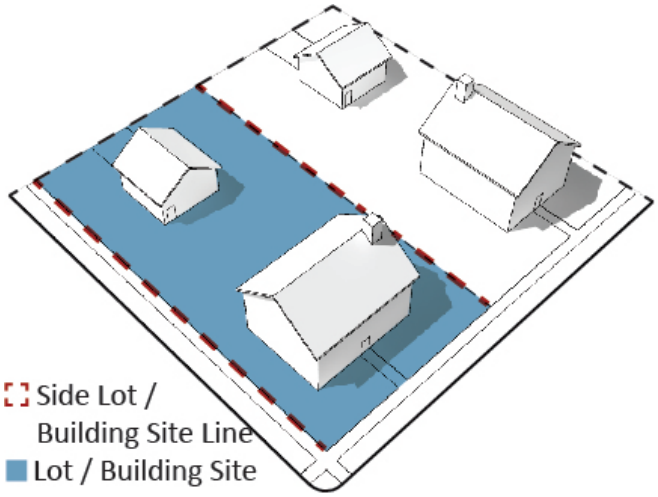
Line with the Building entrance at Sidewalk grade. This Frontage has substantial glazing at the Sidewalk level and may include an awning overlapping the Sidewalk. See **Table 4.3.7.A (Private Frontage Types).**

Short-Term Lender: A Business or Use that regularly (1) accepts checks from a borrower drawn on the borrower's account to be presented for payment at a later date and that charges a fee for the service or (2) extends short- term non-purchase money loans secured by titles to motor vehicles. The term does not include Financial Institutions. See also, Non-Banking Financial Institution.

Short-Term Rental Unit: A Dwelling Unit or Accessory Dwelling Unit which is rented wholly or partially for a period of less than thirty (30) continuous days occupancy for a fee; specifically excluding however a "hotel" as defined in TSA section 68-14-302 or a "bed and breakfast establishment" or a "bed and breakfast homestay" as those terms are defined in TSA section 68-14-502, all as contemplated in TSA section 13-7-602. A Hotel, Extended Stay Hotel, Motel, Bed and Breakfast, or Inn is not a Short-Term Rental Unit.

Side Lot or Building Site Line: Any Lot or Building Site Line that is not a Front Lot or Building Site Line or a Rear Lot or Building Site Line. See **Illustration 9.3.S-3 (Side Lot Line).**

ILLUSTRATION 9.3.S-3 SIDE LOT OR BUILDING SITE LINE



Side Setback, Setback Area or Yard: The portion of a Lot or Building Site that is situated between (1) the nearest roofed portion of the Building or of any Accessory Building on a Lot or Building Site and (2) the Side Lot or Building Site Line, and extending through from the Front Setback Area or Yard or from the Front Lot or Building Site Line where no Front Setback Area or Yard exists to the Rear Setback Area or Yard or to the Rear Lot or Building Site Line where no Rear Setback Area or Yard exists. *See* **Illustration 9.1.S-2 (Setbacks and Yards**).

Side Setback Area or Yard Width: The dimension of a Side Setback Area or Yard, measured in such a manner that the Yard is a strip of the minimum width required by the applicable District standards, with its inner edge parallel with the Side Lot or Building Site Line.

Sidewalk: The paved section of the Public Frontage dedicated exclusively to pedestrian activity. *See* **Illustration 9.3.S-4 (Sidewalk).**

ILLUSTRATION 9.3.S-4 SIDEWALK



Sidewalk Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Sign: Any name, number, symbol, identification, description, direction, declaration, demonstration, display, representation, illustration, insignia, instruction, directive, information, illustration, object, graphic, device, display, visual communication, material, Structure or device, or part thereof, in view of the general public, whether permanent, temporary, portable, or affixed, composed of lettered, or pictorial, or graphical matter or upon which lettered or pictorial, or graphical matter is used, that announces, directs attention to, names, gives notice of, informs, advertises, or promotes an ideology, position, interest, cause, object, project, product, place, activity, person, institution, organization, or Business; provided that the term "Sign" shall not be deemed to include any badge or insignia of any government agency or any civic, charitable, religious, patriotic, fraternal or similar organization, Public Art, or any directional sign erected and maintained pursuant to law.

Single-Family Detached Dwelling: A Dwelling Unit, other than a Manufactured Housing Unit, for exclusive occupancy for one only Family, situated on a Lot or Building Site with no other Dwelling Units and not attached to any other Dwelling Unit.

Single - Family Dwelling: A Dwelling Unit shall be considered a Single-Family Dwelling only if permanent occupants are limited to one of the following categories:

One individual or

Any number of persons constituting a "Family".

For purposes of this definition, the following are not considered to be Single-Family Residences:

Boarding Houses.

Apartment houses.

Dwelling Units in which more than two rooms are rented to unrelated tenants.

Structures or portions of Structures which are designed or constructed for any of the above purposes; and such Structures and Uses of Structures are explicitly prohibited in each Residential District unless otherwise specifically permitted. Notwithstanding the foregoing, "Single-Family Residence" may include a Dwelling Unit which includes separate quarters for persons who are related by blood, marriage or adoption to the primary occupants, provided such quarters are connected by interior passageways to the other portions of the dwelling unit, and are not rented to any unrelated tenants or otherwise used in

violation of this Ordinance If more than one meter is installed for the same type of household utility service, it will be presumed that Structure is not being used as a Single- Family Residence.

Notwithstanding any other provisions to the contrary, subject to the City Manager's approval, and for such periods of time as the City Manager deems reasonable and necessary, a Single-Family Residence may include, on a temporary basis, one or more persons, not related to the primary occupants, who have been dislocated from their permanent residence due to an officially recognized local, regional or national emergency. A report shall be provided to advise the City Council, Planning Commission, and Development Services Department of any such situations approved by the City Manager.

Single Ownership: A proprietary interest of a Landholder as defined herein.

Site Development Plan: A map required by Section 8.5.6.H, which indicates the intended Development of a parcel of land and which meets the standards and requirements of, and is prepared in accordance with, Section 8.5.6.H and other applicable provisions of this Ordinance.

Small Multi-Family Building: Principal Building type that incorporates between three (3) and six (6) side-by-side and/or horizontally stacked Dwelling Units, typically with one or more shared entries. *See* **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Social or Civic Club or Lodge: A Use characterized by a Structure and/or land owned by or leased to one or more Social or Civic Organizations for meeting, recreational, or social purposes primarily by their members and their guests.

Social or Civic Organization: A private non-profit group, association, organization, club, establishment, brotherhood, membership, or other similar group providing meeting, recreational, social, fraternal, youth, or similar activities or facilities primarily for its members and guests; excluding, however any type of Residential facility such as fraternity or sorority houses.

Solid Waste Facility: Premises, appurtenances and Improvements used for treating, storing, or disposing of solid waste, whether publicly or privately owned or operated. A Solid Waste Facility may consist of several treatment, storage, or disposal operational units, including, but not limited to, one or more landfills, surface impoundments, or combination thereof.

Special District: An area which, due to its intrinsic size, Use, Configuration, cannot conform to the requirements and standards of one or more of the applicable Character Districts or Civic District as specified in this Ordinance.

Special Exception: Synonymous with Conditional Use.

Special Requirements: provisions of Section 2.2 and Section 5.7 and/or the associated designations on the Zoning Map for those provisions.

Specified Anatomical Areas: Less than completely and opaquely covered human genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola. Also, human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Specified Sexual Activities: Human genitals in a state of sexual stimulation or arousal; acts of human masturbation, sexual intercourse or sodomy; fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

Specimen Tree: Any Canopy Tree with a diameter of 24 inches or greater measured at diameter breast height (DBH) 4.5 ft.

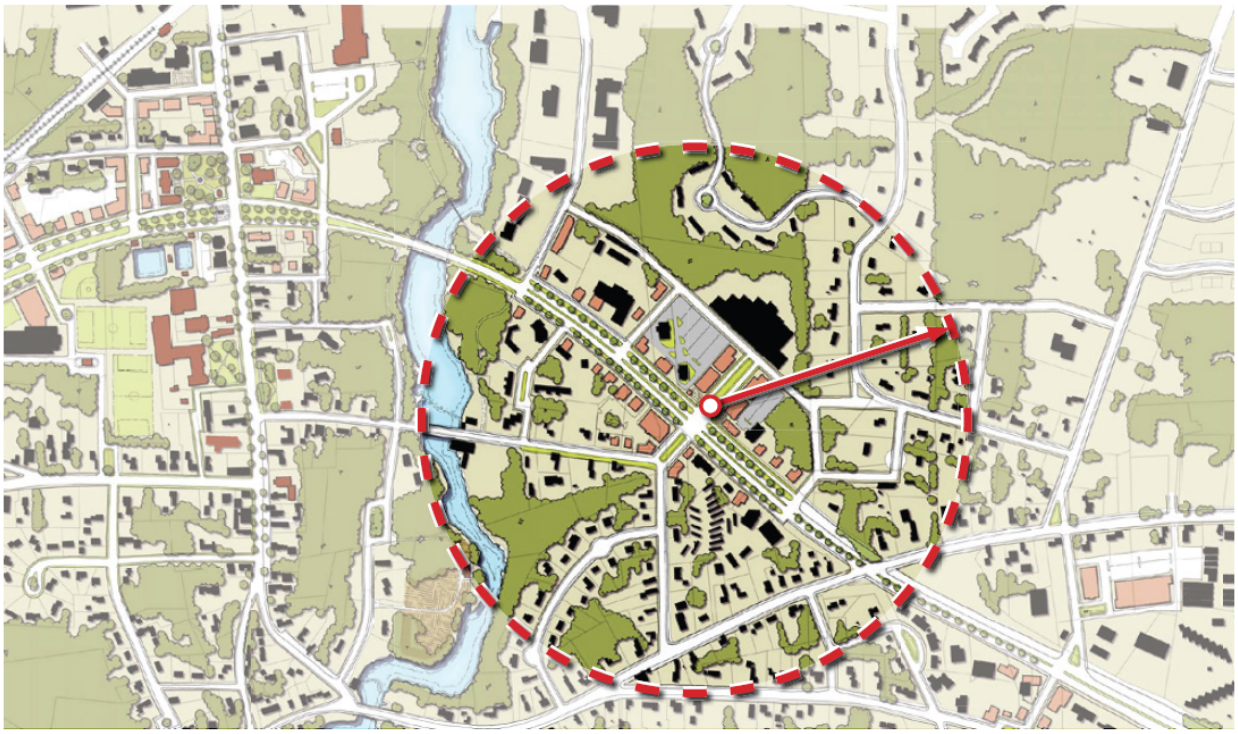
Sports Field: A Civic Space type that accommodates the play of athletic endeavors, described as such in **Table 5.3.3.A (Civic Space Types - Summary) and Table 5.3.3.B (Civic Space - Specific Standards);** excluding Sports Venues. May include associated Structures.

Sports Venue: Premises at which athletic events are presented.

Square: A Civic Space type described as such in **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards).**

Standard Pedestrian Shed: A Pedestrian Shed that is an average 1/4-mile radius or 1320 feet, about the distance of a five-minute walk at a leisurely pace. See "Pedestrian Shed". *See* **Illustration 9.3.S-5 (Standard Pedestrian Shed).**

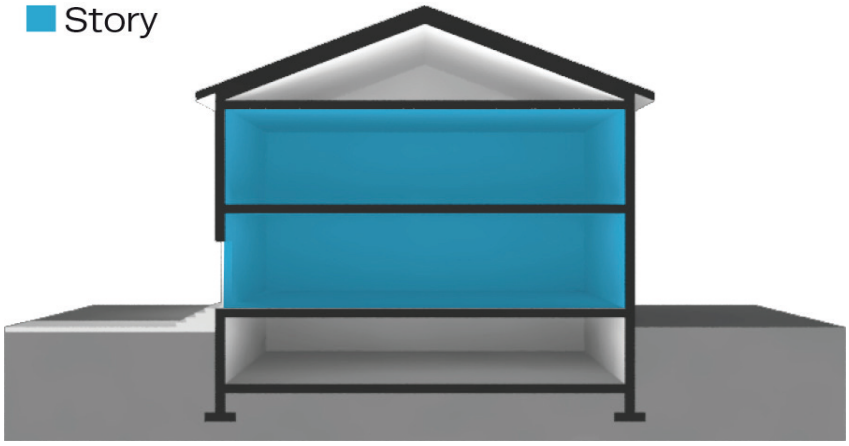
ILLUSTRATION 9.3.S-5 STANDARD PEDESTRIAN SHED



Stoop: A Private Frontage type wherein the Facade is aligned close to the Frontage Line with the first Story elevated from the Sidewalk for privacy. An exterior stair and landing provides access to the entrance. This type is recommended for ground-floor Residential Use. See **Table 4.3.7.A (Private Frontage Types).**

Story: A habitable level within a Building, being that portion included between the surface of any floor and the surface of the floor next above it; if there is no floor above it, then the space between the floor and the ceiling next above it; excluding an Attic or a raised Basement. See **Illustration 9.3.S-6 (Story).**

ILLUSTRATION 9.3.S-6 STORY



Street (ST): A local urban Thoroughfare or Internal Drive of low speed and capacity, which meets the standards and requirements for such Thoroughfare type as set forth in and as described as such **Table 5.3.3.F (Thoroughfare / Internal Drive Types - Summary)** and **Table 5.3.3.G (Thoroughfare / Internal Drive Assemblies & Standards).** When not capitalized, the term "street" means any public way not within a Lot or Building Site on which vehicles travel.

Streetscape: Street lights, trees, planting accommodations and Sidewalk along a Thoroughfare or Internal Drive.

Streetscreen: A type of Screen situated along a Frontage Line, or along the same plane as a Façade, and consisting of a planted evergreen hedge or freestanding Wall constructed of brick or stucco over masonry, which blocks the view of Parking, equipment, or other item or condition from the Frontage, provides privacy to a Side Yard, or strengthens the spatial definition of the public realm.

Street Setback, Setback Area, or Yard: Synonymous with Front Setback, Setback Area, or Yard.

Street Setback, Setback Area, or Yard Depth: the dimension of a Street Setback, Setback Area, or Yard that is measured as follows:

The depth of a Street Setback, Setback Area, or Yard shall be measured at right angles to a straight line joining the foremost points of the Side Lot or Building Site Lines; provided that in the case of rounded property corners at Thoroughfare or Internal Drive intersections, the foremost point of the Side Lot or Building Site Lines shall be the point at which the Side Lot or Building Site Lines and Front Lot or Building Site Lines would have met without such rounding.

Synonymous with Front Setback, Setback, or Yard Depth.

Structure: Anything constructed, installed, or erected, the use of which requires a permanent location on the ground or attachment to something having a permanent location on the ground, regardless whether the same is horizontal or vertical. The word "Structure" includes Buildings and other Improvements and all parts thereof.

Swimming Pool: A constructed basin or Structure for swimming and aquatic recreation, excluding plastic, canvas or rubber pools temporarily erected upon the ground and holding less than 300 gallons of water.

T.

Tasting Room: An establishment or portion of an establishment that allows customers to taste samples of beer, alcoholic spirits, or vinous beverages. In addition to such products, a Tasting Room may include the Retail sale of related items, marketing events, special events, entertainment, and/or food sales.

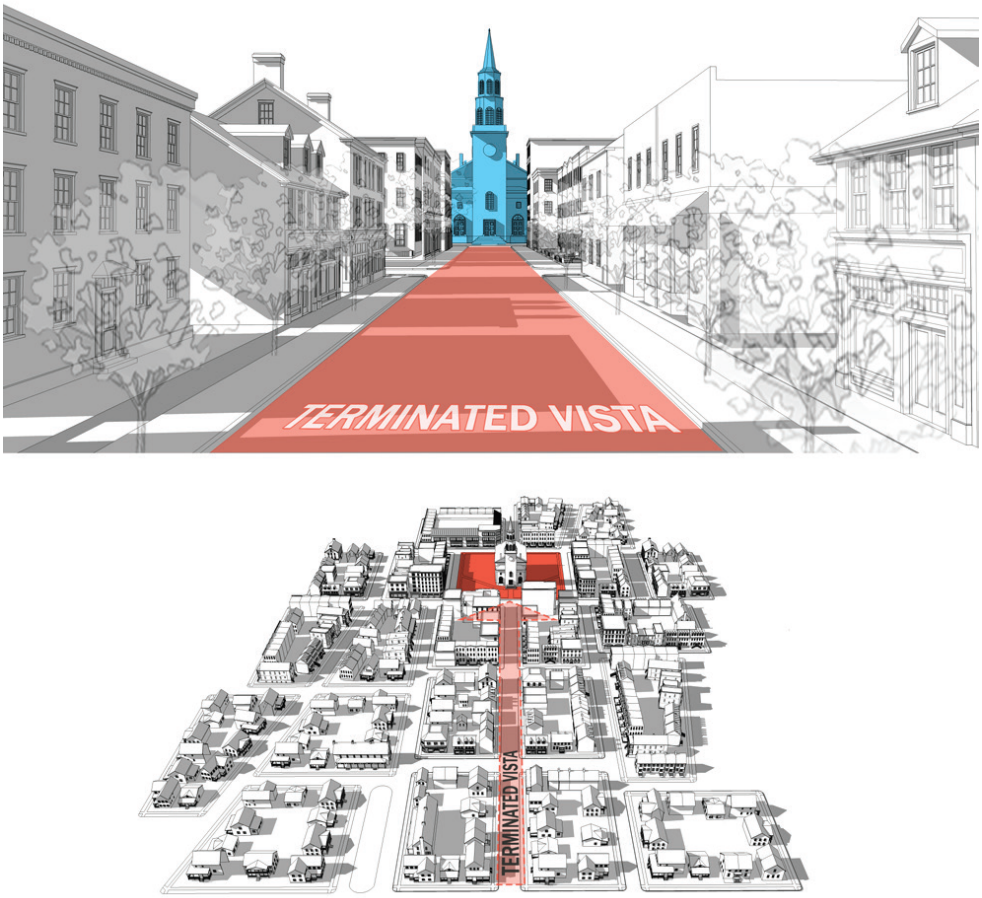
TCA: Tennessee Code Annotated.

Temporary Sign: Any Sign which is not permanently installed, mounted, or placed. Signs of the types described in **Table 7.1.2.B-1 (Summary of Sign Types) and Table 7.1.2.B-2 (Sign Types - Specific Standards)** are not Temporary Signs.

Temporary Use: Use of premises for fewer than 60 days or such other period as may be specifically provided in this Ordinance, and permitted by right, by conditional use, or subject to limited use standards under Section 4.3.9G in accordance with **Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses)**, for which a Temporary Use Permit has been issued and is in effect.

Terminated Vista: A location at the axial conclusion of a Thoroughfare or Internal Drive. A Building located at a Terminated Vista location designated on a Zoning Map is required to be designed in response to the axis. *See* **Illustration 9.3.T-1 (Terminated Vista).**

ILLUSTRATION 9.3.T-1 TERMINATED VISTA



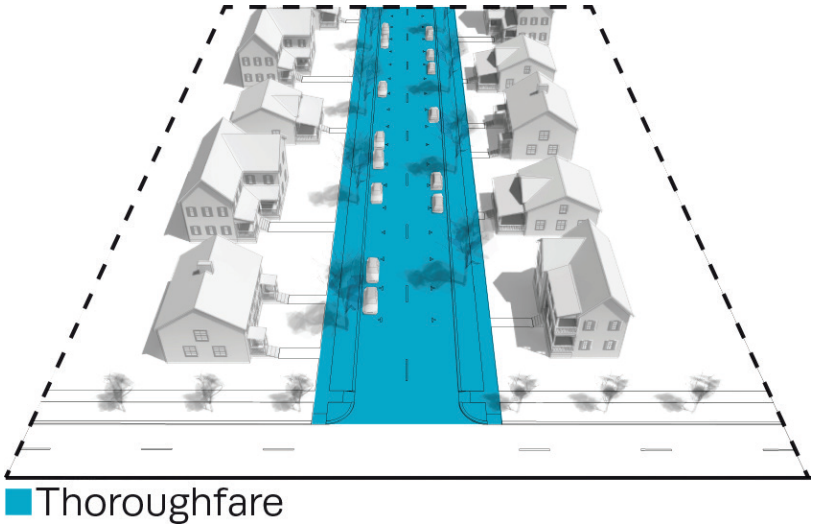
Terrace/Lightwell: A Private Frontage type wherein the Facade is set back from the Frontage Line by an elevated landing and a sunken Lightwell. This type buffers Residential Uses from urban Sidewalks with the first Story elevated from the Sidewalk for privacy, and may allow for activation of space below grade. An exterior stair and landing provides access to the entrance. This type is recommended for ground-floor Residential Use. See **Table 4.3.7.A (Private Frontage Types).**

Theater: A Building or part of a Building devoted to the showing of motion pictures, or theatrical or performing arts productions, as a Principal Use.

Third Layer: See "Layer".

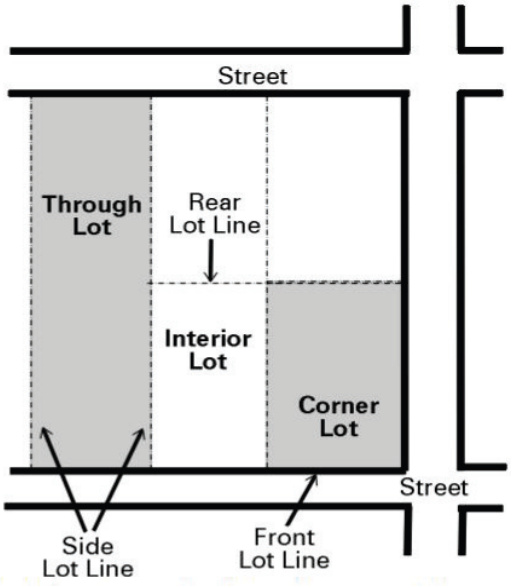
Thoroughfare: A way, whether public or private, open for common and general use by vehicular and/or pedestrian traffic and to provide access to Lots or Building Sites and Civic Spaces, consisting of Vehicular Lanes and the Public Frontage. See **Illustration 9.3.T-2 (Thoroughfare).** See also **Table 5.3.3.F (Thoroughfare / Internal Drive Types Summary)** and **Table 5.3.3.G-1 (Thoroughfare / Internal Drive Assemblies and Standards)**. See also "Internal Drive".

ILLUSTRATION 9.3.T-2 THOROUGHFARE



Through Lot or Building Site: A Lot or Building Site type that extends through from Thoroughfare or Internal Drive to Thoroughfare or Internal Drive.

ILLUSTRATION 9.3.T-3 THROUGH LOT / BUILDING SITE



Tire Sales: A Structure, premises, or establishment in or on which tires are sold, installed, and/or repaired.

Tobacco, Vape, and Cannabinoid Retailers: A retail sales operation that

(1) Devotes at least fifty-one percent of its floor area to the display, sale, distribution, delivery, offering, furnishing, or marketing of products intended for recreational/non-prescription use including but not limited to cigarettes, e-cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers; or

(2) Earns at least fifty-one percent of gross sales from sale distribution, delivery, or marketing of products intended for recreational/non-prescription use including but not limited to cigarettes, e-cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers.

Tower: With respect to communications equipment, any Structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self – supporting lattice towers, guy towers or monopole towers. The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, alternative tower structures and the like.

Towing Facility: An establishment that provides vehicle towing services and accessory temporary outdoor storage for the vehicles it tows, which shall only include: (1) mechanically operable/drivable, licensed vehicles that are to be claimed by titleholders or their agents; and/or (2) wrecked motor vehicles awaiting insurance adjustments and transport to repair shops.

The term "Towing Facility" excludes: automotive services that have a tow truck on-site; Salvage or Scrap Yard / Service; Junkyards, Impound Yards; Motor Vehicle storage; and storage of inoperable vehicles.

Townhouse: The Building Type described as such in **Table 4.3.8.B (Principal Building Types).**

Trailer: An unpowered, portable, or mobile vehicle designed to be designed to be towed by a Motor Vehicle.

Transient: As a noun, a Person who is staying in a place for fewer than thirty (30) days; as an adjective or adverb, a duration of fewer than thirty (30) days.

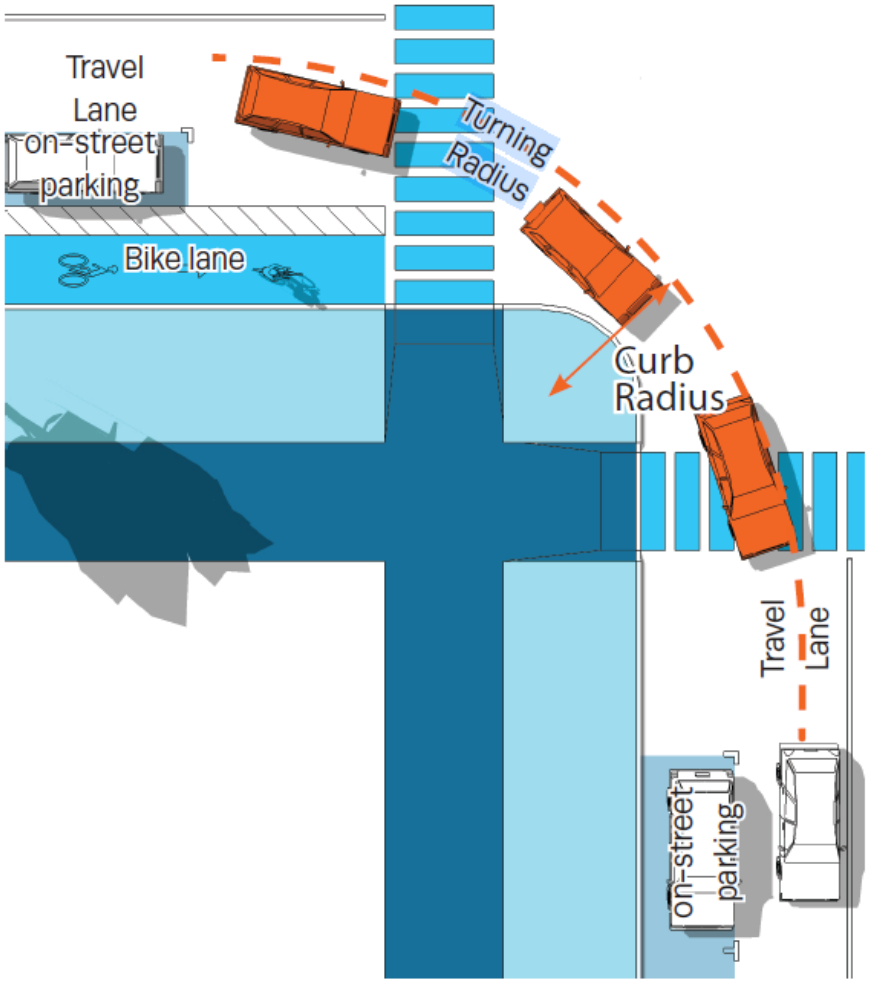
Transit Shelter: Accommodation providing shelter from the elements for waiting transit riders, excluding a Transit Station or Terminal.

Transit Station or Terminal: A facility or area at which train, rapid transit, light rail, bus, or other mass transit modality service regularly stops to load or unload passengers.

Tree Removal: Cutting down, digging up, destroying, clearing, or otherwise taking a tree from the location in which it is growing; inflicting damage to the root system; girdling; storing materials, soil compaction, changing the natural grade above or below the root system or around the trunk; inflicting damage that permits fungus infection or pest infestation; excessive pruning; excessive thinning; excessive paving with concrete, asphalt or other impervious material in such proximity as to be harmful to the tree; excessive grading; or any act of intentional or reckless damage to a tree. Without limiting the foregoing, excessive pruning or thinning shall include pruning or thinning more than 25% of the leaf surface on both the lateral branch and the overall foliage of a mature tree and pruning or thinning that does not allow 1/2 of the foliage of a mature tree to remain evenly distributed in the lower 2/3rds of the crown and individual limbs; and excessive paving or grading shall include paving or grading over any part of the Critical Root Zone of a tree.

Turning Radius: the inside radius of the Vehicular Lanes available for a vehicle to make a turn, accounting for the presence of parking, bike lanes, medians or other features. ***See*** **Illustration 9.3.C-3 (Curb Radius). Table 5.2.2.G-1 (Thoroughfare Assemblies & Standards)** and **Illustration 9.3.T-4 (Turning Radius). See also Curb Radius.**

ILLUSTRATION 9.3.T-4 TURNING RADIUS



Two-Family Detached Dwelling: Separate Residential premises for only two Families within a Building, whether both Dwelling Units are on a single Lot or Building Site or Abutting Lots or Building Sites. A Duplex is a specific Building Type that may accommodate a Two-Family Detached Dwelling, but the terms are not synonymous.

U.

Usable Floor Area: The Floor Area within a Building, less the area of space used for utilities or storage.

$$\underset{\text{Within Building}}{\text{Floor Area}} - \underset{\text{Utilities or Storage}}{\text{Space Used For}} = \underset{\text{Floor Area}}{\text{Useable}}$$

Utility(ies): (1) As a Uses category under this Ordinance, the Uses category involving uses, activities, and equipment involved with the providing electricity, gas, water, sewage, telephone, cable, or other similar publicly regulated service, such category of Uses including without limitation Utility Lines, Utility Distribution / Substation / Switching Facility, and Utility Pumping Station (See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use);** (2) as a service, electricity, gas, water, sewage, telephone, cable, wireless communications, or other similar publicly regulated service provided by a Utility Provider.

Unified Control of a Landholder: With respect to a Planned Unit Development, control by a single Person of all land to be developed within the overall Planned Unit Development site.

Use: A specific function, activity, or purpose accommodated by or intended to be accommodated by land, a Lot, Building Site, or a Structure, or for which land, Lot, Building Site, or Structure is designed, arranged, intended, occupied or maintained. See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use)** and **Table 4.3.9.A-2 Building, Lot & Building Site Accessory Uses).**

Utility Distribution / Substation / Switching Facility: Facility used for Utility distribution, including systems, and equipment used for such purposes.

Utility Facility: Premises used by a Utility Provider relative to providing a Utility service, including without limitation a Utility Pumping Station, a Utility Distribution / Substation/ Switching Facility, a water tower or tank, a Water Treatment / Supply Facility, a water or wastewater pump station, a water reclamation facility, a Sewage Facility, a Utility Generation Facility, a Wireless Communications Facility, a Communications Tower, or other facility used to provide a Utility service, excluding, however, Utility Lines.

Maintenance yard or Building (see Light Industrial Service), Utility office (see Office), TV and radio studio (see Office), and Reservoir or water supply (see Civic Space and Open Space) are not included in this Use Category.

Utility Generation Facility: Facility used for electric or gas power generation (except hydroelectric and nuclear), control and transmission. This definition includes systems that facilitate the sale of gas or electricity via power distribution systems operated by others, and gas or electric power transmission systems such as transmission towers, pipes or lines, and transformer stations, but does not include Utility Distribution / Substations / Switching Facilities.

Utility Line: A line used in providing a Utility service.

Utility Provider: A public or private entity or other Person engaged in generating, transmitting, distributing, or providing a Utility service.

Utility Pumping Station: A facility at which water, sewage, or other Utility fluids are pumped from one place to another.

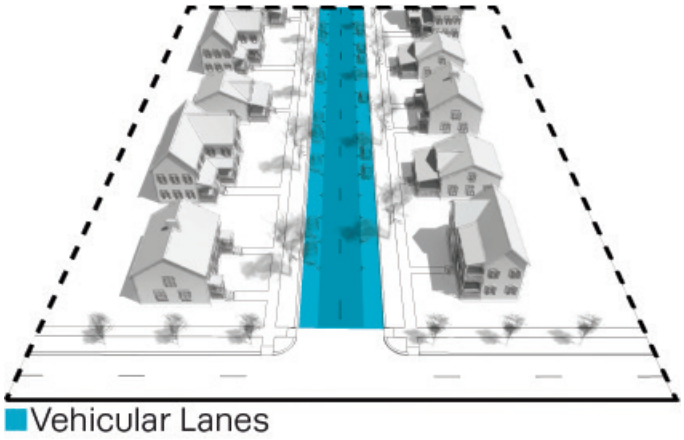
Utility Transmission Line: Line used for the movement of high-powered electricity or high-pressure gas.

V.

Variance: Relief granted by the Board of Zoning Appeals from a standard or requirement of this Ordinance, which is specifically provided for in this Ordinance or granted pursuant to the provisions of Article 8 (Administration, Procedure, & Enforcement).

Vehicular Lane: An area of a Thoroughfare or Internal Drive for parked or moving vehicles. See **Illustration 9.3.V-1 (Vehicular Lane).**

ILLUSTRATION 9.3.V-1 VEHICULAR LANE



Vessel: A Boat, yacht, ship, canoe, kayak, paddle board, jet-ski, or other recreational watercraft.

Veterinary Office, Clinic, or Hospital: Premises or an establishment offering Veterinary Services for animals.

Veterinary Services: Health or medical care provided to animals by a licensed veterinarian.

W.

Wall: A vertical Structure that (1) supports a Structure or (2) encloses or separates an area of land.

Wall Sign: The Sign Type described as such **in Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Warehouse Retail: A Retail establishment that has limited customer amenities and service and sells goods at discounted prices.

Warehousing: The indoor storage of goods, not including storage in Self-Service Storage facilities.

Warehouse: Premises used for Warehousing, not including Self-Service Storage facilities.

Warehouse and Freight Movement: Use sub-category of the Industrial Category characterized by the storage or movement of goods.

Not included in this sub-category are bulk storage of flammable liquids (see Heavy Industrial), Self-Storage Facilities, Mini-warehouse, multi-story enclosed storage facility, storage garages (see Self-Service Storage), Solid or liquid waste transfer, or composting (see Waste- Related Service).

Waste-Related Service: Use sub-category of Industrial Use category characterized by Uses that receive solid or liquid wastes from others for transfer to another location and Uses involving collection of sanitary wastes or manufacture or production of goods or energy from the composting of organic material.

Not included in this sub-category are:

Stockpiling of sand, gravel, or other aggregate materials (see Warehouse and Freight Movement).

Water Treatment / Supply Facility: facilities for the treatment and supply of potable, irrigation, or industrial water supply.

Wholesale Sales: the sale, lease, or rent of goods in large quantities primarily to industrial, institutional, and commercial business customers, which goods may or may not be resold at Retail by such customers.

Retail Sales, Personal Service, Repair, Arts, and Artisan Use, in-store sales, lease, or rental of consumer, household, or business goods, Warehousing or Freight Movement (see Warehouse and Freight Movement), and Warehouse or Wholesale Club (see Retail Sales and Service) are not included in Wholesale Sales.

Window Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Winery: An establishment which is primarily used for the manufacture of vinous beverages in accordance with applicable state and local regulations.

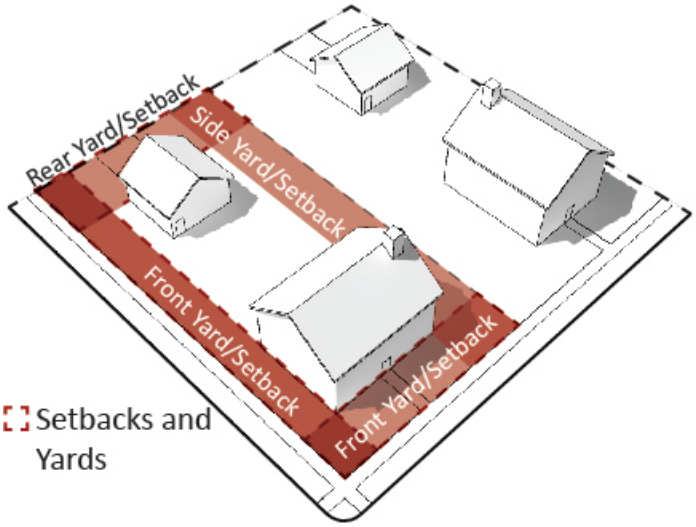
Wireless Communications Facility: Any facility for the receiving or transmitting of wireless signals for commercial purposes. As used herein the term shall include any necessary support structure, connection cables and equipment buildings as well as towers or monopoles.

Woodworking Shop: Premises at which wooden articles are made or repaired.

Y.

Yard or Setback Area: An open area within a Lot or Building Site on which there is a Building. Setback Areas or Yards are described by their positions within the Lot or Building Site, and their area is calculated as the shortest horizontal distance from a Lot or Building Site Line to the nearest foundation wall supporting Building on the Lot or Building Site. See "Front Setback, Setback Area, or Yard", "Street Setback, Setback Area, or Yard", "Rear Setback, Setback Area, or Yard", and "Side Setback, Setback Area, or Yard". See **Illustration 9.3.R-1 (Setback Areas or Yards).**

ILLUSTRATION 9.3.R-1 YARD / SETBACK AREAS



Z.

Zoning Administrator: The City Planner or other person designated to administer the provisions of Zoning Ordinance as described in Article 8.

Zoning Change: The Effective Date of any applicable Zoning Map Amendment (Rezoning) or of any applicable amendment of this Ordinance.

Zoning District: A Character District, Special District, Planned Unit Development District, or Civic District.

Zoning Map: The map or set of maps, which show the Districts, Thoroughfares and Internal Drives, and Special Requirements if any, of areas subject to, or proposed to be subject to, regulation by this Ordinance. The Zoning Map approved by the City Council, as the same may be amended from time to time, constitutes the Official Zoning Map of the City.

Zoning Permit: A permit required to Develop, construct, reconstruct, Improve, Alter, or use any Structure, Lot or Building Site.

REMAINDER OF PAGE

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Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§ 9.3 Definitions

Updates the definition of Home Occupation to reflect new standards.

Home Occupation: any gainful occupation conducted entirely within a Dwelling solely by the owners- or tenant residents thereof as an Accessory Use, which does not change the character of the Structure as a Residence.~~;~~ There are two types of Home Occupation: ~~provided that~~

(1) Minor Home Occupations: gainful occupation conducted entirely within a Dwelling which does not generate traffic from employees, customers, clients, or deliveries and bears no ~~said activity shall not occupy more than 50% of the Floor Area of the Dwelling, (2) there shall be~~ external evidence of the accessory commercial use;

(2) Major Home Occupation: gainful occupation conducted on a residential property which

a. generates some traffic from employees, customers, clients or deliveries;

b. bears some external evidence of the accessory commercial use; or

c. occurs within an accessory structure.

~~other than an Identification Sign, (3) no goods shall be kept, and (4) no mechanical or electrical equipment shall be used except customary household equipment; and provided further that the following are not allowed as~~ Home Occupations do not include~~:~~ Clinics, Hospitals, ~~Home Professional Office, barbershop, beauty shop~~, Restaurants~~,~~ Kennels, Auto Repair, ~~antique dealer, Retail sales on the premises~~, or loading of ammunition.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

Kennel: Any ~~Structure or premises on~~place where ~~which four (4) or more~~ dogs, cats and/or other ~~household pets~~animals ~~over four (4) months of age~~ are kept for boarding, breeding, ~~selling,~~ grooming, or training, for compensation, excluding any otherwise conforming or lawfully nonconforming agricultural use.~~, however, any Structure or premises on which such animals are kept solely for Retail sale.~~ A Kennel may not be a Home Occupation.

Revises definition of Kennel to provide clarity and improve enforceability.

Short-Term Rental Unit: A Dwelling Unit ~~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, Townhouse, or multi-family Building having no more than 6 Dwelling Units,~~or Accessory Dwelling Unit which ~~Short-Term Rental Unit~~ is rented wholly or partially for a period of less than thirty (30) continuous days occupancy for a fee; specifically excluding however a "hotel" as defined in TCA section 68-14-302 or a "bed and breakfast establishment" or a "bed and breakfast homestay" as those terms are defined in TCA section 68-14-502, all as contemplated in TSA section 13-7-602. A Hotel, Extended Stay Hotel, Motel, Bed and Breakfast, or Inn is not a Short-Term Rental Unit.

Tobacco, Vape, and Cannabinoid Retailers: A retail sales operation that

(1) Devotes at least fifty-one percent of its floor area to the display, sale, distribution, delivery, offering, furnishing, or marketing of products intended for recreational/non-prescription use including but not limited to cigarettes, e-cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers; or

*Definition based on proportion of space **OR** proportion of sales*

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

(2) Earns at least fifty-one percent of gross sales from sale distribution, delivery, or marketing of products intended for recreational/non-prescription use including but not limited to cigarettes, e-cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers.

Q4 Zoning Text Amendment
Limited Use Standards

Project #:	24-0475	Location:	N/A
Applicant:	Kevin C. McCarthy, AICP	Case Type(s):	Text Amendment
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	N/A

SUMMARY

The applicant, the Zoning Administrator, requests to amend the text of Ordinance 4400, the zoning ordinance for the City of Columbia. This is the fifth of five rounds of zoning text amendments staff has presented 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 track changes documents. Specifically the proposal relates to the limited used standards in Article 4 as well as related definition and procedural references in Articles 9 and 8.

- 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 ~~strikethrough~~ and underlines.
- The specific limited uses impacted by this amendment include: Home Occupations; Bars, Taverns, and Nightclubs; retailers of CBD, Vape, and Tobacco; and Short Term Rentals.
- 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 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 changes to the future land use plan. It further directs staff to engage residents and property owners to solicit suggestions for further changes to the ordinance. As mentioned above, this is

the final round of zoning text amendments staff plans to present to the Planning Commission between December 2023 and December 2024.

The proposal includes the following changes:

- Home Occupations
    - Distinguishes between "Major" and "Minor" home occupations;
    - Creates a process to allow major home occupations as a conditional use approved by the Board of Zoning Appeals;
    - Continues to permit minor home occupations administratively; and
    - Modifies definition of Home Occupation and Kennels.
- Bars, Taverns & Nightclubs
    - Removes 500 ft exclusion from residential property;
    - Adds exclusions around schools and parks;
    - Prohibits the use on lots and building sites next to residentially zoned property; and
    - Requires a 50 ft separation from property in single-family use regardless of zoning.
- Vape, Tobacco & Cannabinoid Retailers
    - Creates a use category for Vape, Tobacco & Cannabinoid Retailers;
    - Creates a definition for Vape, Tobacco & Cannabinoid Retailers;
    - Imposes a 500 ft separation requirement;
    - Imposes a 500 ft exclusion around schools, parks, and religious facilities; and
    - Requires 50 ft separation from residentially zoned property.
- Short Term Rental
    - Removes requirement that all Short-Term Rentals be accessory uses in owner-occupied dwellings;
    - Modifies the definition of Accessory Dwelling Unit (ADU) to allow the use of ADUs as short-term rentals;
    - Creates an administrative review and permitting process;

- Removes prohibition on short-term rentals in single-family character districts and allows them as a conditional use approved by the Board of Zoning Appeals;
- Allows short-term rentals by administrative approval in mixed use character districts and special districts;
- Requires a local point of contact for each permitted short-term rental; and
- Removes onerous parking requirements for short-term rentals.

Planning staff will present detailed commentary at the December 4, 2024 meeting of the Planning Commission. The proposal

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. 4541 AS AMENDED- AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING STANDARDS FOR SHORT TERM RENTAL USE WITHIN ARTICLE 4 AND ARTICLE 9 - CITYWIDE, MORE ATTRACTIVE, LIVABLE CITY.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The Department of Development Services is requesting to amend the Article 4 of Zoning Ordinance No. 4400. The proposed amendments include Uses, Limitations and Standards regarding Short Term Rentals. The Planning Commission recommended approval of this request with a vote of 6-0 at their December 4, 2024 meeting with the conditions from the Planning Commission recommending:

• Modification of the Planning Fee Schedule for Short Rentals requiring Conditional Use Approval with the Board of Zoning Appeals to be $300 with staff approval of Short-Term Rentals being $150.

City Council took this matter into consideration on January 9, 2025 and referred the item back to Planning Commission for further review and recommendation at the February 12, 2025 meeting.

Planning Commission reviewed the request on February 12, 2025 and recommended the removal of the limited use standard (PL) of owner occupied in the currently allowed zoning districts for Short Term Rental Use. This allows the use in the CD-4, 4C, 5 and 5C districts. The accessory use table was left as originally recommended to council with the majority of districts allowing the use outright and/or through the conditional use process. This recommendation was approved by a vote of six to zero.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report, Ordinance No. 4541 as Amended, DS Staff Report.

AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING STANDARDS FOR SHORT TERM RENTAL USE WITHIN ARTICLE 4 AND ARTICLE 9

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 December 2024, and on the 12th day of February 2025, the Planning Commission reviewed and recommended specific changes in accordance to Section 8.5.18, to the Zoning Ordinance regarding Short Term Rental use within Article 4 and Article 9;

WHEREAS, said recommendations are being considered after a public hearing held on the 10th day of April, 2025, notice of which was published in the Daily Herald of Columbia twenty-one (21) days or more prior to said meeting.

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

Section 1: That Ordinance number 4400, the same being the Zoning Ordinance of the City of Columbia, Tennessee is hereby amended as follows:

The text within Zoning Ordinance 4400 Article 4.3.9.E.6.ll is hereby repealed and replaced with the following language:

> "**Short-Term Rental Units** shall be permitted in accordance with the applicable Use Table, subject to the following:
>
> (1) Permit Required

(a) No dwelling unit, accessory dwelling unit, or portion thereof shall be offered for rent as a Short-Term Rental unless the Zoning Administrator has first issued a short-term rental permit to the owner.

(b) Where the Building, Lot and Building Site Principal Uses Table identifies the principal use of a dwelling as a Short-Term Rental as permitted subject to limited use standards (PL), a Short-Term Rental may be established upon approval of a Short-Term Rental permit by the Zoning Administrator. The Zoning Administrator shall establish a process for review and issuance of permits for Short Term Rentals.

(c) Where the **Building, Lot and Building Site Principal Uses Table** identifies the accessory use of a dwelling as a Short-Term Rental as a Conditional Use (CU), a Short-Term Rental may be established only upon approval by the Board of Zoning Appeals. Such approval shall follow the process established at Section 8.5.16. The Zoning Administrator shall review such Short-Term Rental requests and recommend appropriate conditions of approval to the Board of Zoning Appeals. The Zoning Administrator shall issue a Short-Term Rental Permit only upon approval by the Board. The permit shall be subject to any unique conditions imposed by the Board. Conditional Use approval shall expire one year from date of issuance of the subsequent permit. The Board may authorize the Zoning Administrator to extend this time and renew the associated Short-Term Rental Permit, provided the operator adheres to all conditions of approval.

(d) Where the **Building, Lot and Building Site Accessory Uses Table** identifies accessory use of a dwelling, portion of a dwelling, or an accessory dwelling unit as permitted subject to limited use standards (PL), a Short-Term Rental may be established upon approval of a Short-Term Rental permit by the Zoning Administrator.

(e) If the Zoning Administrator denies a request for a Short-Term Rental permit, or revokes a previously issued permit, the applicant may appeal the decision to the Board of Zoning Appeals. Such a request shall be evaluated as a Conditional Use.

(f) A Short-Term Rental Permit shall expire one year from the date of issuance. Failure to renew the permit shall constitute a cessation of the Short-Term Rental and immediate change of use to Household Living.

(g) A Short-Term Rental Permit is granted to a specific operator for a specific dwelling unit or portion thereof and may not be sold or otherwise transferred. Changes in the ownership will result in revocation of the Short-Term Rental permit. A new Short-Term Rental Permit is required when the dwelling unit is sold or conveyed.

(2) Short Term Rental Local Point of Contact Designation

(a) The owner of a short-Term Rental shall designate a permanent local point of contact for each short-term rental property.

(b) If the owner is a natural person, the owner may serve as the local point of contact. Alternatively, the owner may designate another natural person over the age of eighteen as the short-term rental point of contact.

(c) Where Short-Term Rental is the principal use of a dwelling, the name and telephone number of the local point of contact shall be conspicuously posted where it can be seen by guests and law enforcement.

(d) The short-term rental local point of contact must be available to be contacted by the City at all times

(e) Failure of the local contact person to be available at all times for contact by the City constitutes an instance of non-compliance which may result in revocation of the Short-Term Rental permit

(f) When the local point of contact is notified by phone or email that the guests at a short-term rental are violating City ordinances or policies, the local contact person shall communicate with the owner, and the owner shall immediately commence remedial action and cause the violation to cease.

(3) Short-Term Rental operators shall provide a parking plan demonstrating sufficient parking for guests.

(a) Where Short-Term Rental is the principal use of the dwelling, the minimum number of parking spaces shall be equivalent to that required by **Table 4.3.12.B-1 Vehicular Parking Requirements** for a Single-Family Detached Dwelling.

(b) Where Short-Term Rental is the accessory use of dwelling, portion of the dwelling, or accessory dwelling unit, the minimum number of parking spaces shall be equivalent to that required by **Table 4.3.12.B-1 Vehicular Parking Requirements** for the principal use, plus one.

(4) Events are not permitted in conjunction with a short-term rental use. Examples of events include, but are not limited to, weddings, receptions, anniversaries, private parties, banquets, and business seminars.

(5) External alterations or site improvements that change the residential character of the Lot or Building Site upon which a Short-Term Rental is located are prohibited.

(6) Short-Term Rental properties must meet all applicable requirements of the state and local building, fire safety, and property maintenance codes.

(7) Short-Term Rental operators and their guests shall comply with the laws of the state of Tennessee and all ordinances of the City of Columbia.

(8) The Zoning Administrator may revoke a Short-Term rental permit for violations of these standards, violation of any City of Columbia Ordinances, or failure to adhere to conditions of approval imposed by the Board of Zoning Appeals."

Zoning Ordinance 4400 Table 4.3.9.A-2 Building, Lot and Building Site Accessory Use is hereby amended to reflect the following allowance of conditional use (CU), Permitted Limited (PL) and Not Permitted (NP):

ACCESSORY 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
Short-Term Rental Unit	CU	CU	CU	PL	PL	PL	PL	CU	PL	PL	NP	CU	CU	NP

Zoning Ordinance 4400 Table 4.3.9.A-1 Building, Lot and Building Site Principal Use is hereby amended to reflect the following allowance of conditional use (CU), Permitted Limited (PL) and Not Permitted (NP):

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
Short-Term Rental Unit	NP	NP	NP	PL	PL	PL	PL	NP	NP	NP	NP	NP	NP	NP

Zoning Ordinance 4400 Table 4.3.12.B-1 Vehicular Parking Requirements for the Principal Use "Short-Term Rental Unit" is hereby removed.

Zoning Ordinance 4400 Article 4.3.9.E.6.a Accessory Dwelling. The following language is hereby removed: "An Accessory Dwelling Unit may not be used for Transient accommodations or as a Short-Term Rental Unit."

Zoning Ordinance 4400 Article 9.3.S. Definitions. The term Short-Term Rental Unit is hereby repealed and replaced with the following language:

"Short-Term Rental Unit: A Dwelling Unit or Accessory Dwelling Unit which is rented wholly or partially for a period of less than thirty (30) continuous days occupancy for a fee; specifically excluding however a "hotel" as defined in TSA section 68-14-302 or a "bed and breakfast establishment" or a "bed and breakfast homestay" as those terms are defined in TSA section 68-14-502, all as contemplated in TSA section 13-7-602. A Hotel, Extended Stay Hotel, Motel, Bed and Breakfast, or Inn is not a Short-Term Rental Unit."

Section 2: That pursuant to Section 8.5.18.J.4, the City Council makes the following specific findings:

a. The proposed Zoning Ordinance Amendment is consistent with the remainder of this Ordinance, including, specifically, any purpose and intent statements;
b. The proposed Zoning Ordinance Amendment does not represent a new idea not considered in this Ordinance, but does represent a revision necessitated by changing circumstances over time;
c. The proposed Zoning Ordinance Amendment does not correct an error in this Ordinance; and
d. The proposed Zoning Ordinance Amendment is not a revision of this Ordinance for the purpose of complying 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 10th day of April, 2025.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

_____

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration:_____

Q4 Zoning Text Amendment
Limited Use Standards

Project #:	24-0475	Location:	N/A
Applicant:	Kevin C. McCarthy, AICP	Case Type(s):	Text Amendment
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	N/A

SUMMARY

The applicant, the Zoning Administrator, requests to amend the text of Ordinance 4400, the zoning ordinance for the City of Columbia. This is the fifth of five rounds of zoning text amendments staff has presented 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 track changes documents. Specifically the proposal relates to the limited used standards in Article 4 as well as related definition and procedural references in Articles 9 and 8.

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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*
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COMMENTARY FROM PROFESSIONAL PLANNING STAFF

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The proposal includes the following changes:

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    - Distinguishes between "Major" and "Minor" home occupations;
    - Creates a process to allow major home occupations as a conditional use approved by the Board of Zoning Appeals;
    - Continues to permit minor home occupations administratively; and
    - Modifies definition of Home Occupation and Kennels.
- Bars, Taverns & Nightclubs
    - Removes 500 ft exclusion from residential property;
    - Adds exclusions around schools and parks;
    - Prohibits the use on lots and building sites next to residentially zoned property; and
    - Requires a 50 ft separation from property in single-family use regardless of zoning.
- Vape, Tobacco & Cannabinoid Retailers
    - Creates a use category for Vape, Tobacco & Cannabinoid Retailers;
    - Creates a definition for Vape, Tobacco & Cannabinoid Retailers;
    - Imposes a 500 ft separation requirement;
    - Imposes a 500 ft exclusion around schools, parks, and religious facilities; and
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    - Removes requirement that all Short-Term Rentals be accessory uses in owner-occupied dwellings;
    - Modifies the definition of Accessory Dwelling Unit (ADU) to allow the use of ADUs as short-term rentals;
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- Removes prohibition on short-term rentals in single-family character districts and allows them as a conditional use approved by the Board of Zoning Appeals;
- Allows short-term rentals by administrative approval in mixed use character districts and special districts;
- Requires a local point of contact for each permitted short-term rental; and
- Removes onerous parking requirements for short-term rentals.

Planning staff will present detailed commentary at the December 4, 2024 meeting of the Planning Commission. The proposal

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.

PUBLIC HEARINGS

Item 1. - **PUBLIC HEARING ON ORDINANCE NO. 4540 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 BUDGET ORDINANCE NO. 4503, PROVIDING FOR REVISIONS TO THE GENERAL, 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 Charlie Huffman, Council Member Cheryl Secrest, Council Member Kenny Marshall, Council Member Brian McKelvy, Vice Mayor Randy McBroom, Mayor Chaz Molder City Manager Tony Massey, City Attorney Jake Hubbell, City Recorder Thad Jablonski and Recording Secretary Liz Bermudez.

There being no one present to speak on the Public Hearing for Ordinance No. 4540, Council Member McKelvy 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 Charlie Huffman, Council Member Cheryl Secrest, Council Member Kenny Marshall, Council Member Brian McKelvy, Vice Mayor Randy McBroom, Mayor Chaz Molder City Manager Tony Massey, City Attorney Jake Hubbell, City Recorder Thad Jablonski and Recording Secretary Liz Bermudez.

INVOCATION BY ANDREW PHILLIPS OF GRAYMERE CHURCH OF CHRIST

PLEDGE OF ALLEGIANCE

Council Member Hardison led the Pledge of Allegiance.

APPROVAL OF AGENDA

Mayor Molder advised if anyone is present to speak about short term rentals, those items will be deferred to the April meeting to comply with State Law on public notice. Mayor Molder advised those being differed will be items 10.1, 10.2, 10.3 and 10.5.

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

All Council Members present voted aye.

PRESENTATIONS

Item 5.1. - **PRESENTATION OF PROCLAMATIONS TO THE COLUMBIA CENTRAL HIGH SCHOOL GAMEDAY CHEER SQUAD**

Mayor Molder introduced the Columbia Central High School Gameday Cheer Squad and read the coaches' proclamation. Cheer Captain/Senior Kate Endsley thanked everyone, parents, coaches etc. for their support and hardwork. The team was recognized for winning their division title at Nationals, the first time this honor has been won by a team from Columbia.

Item 5.2. - **PRESENTATION OF YOUTH OF THE YEAR CANDIDATES**

Mayor introduced the Youth of the Year Candidates: Kelsey Judd, Mariela Dominguez, Emily Nehlig, Junior Crotts, and Pauleisha Radley. Mayor Molder advised these students were chosen for their commitment to academic success, good character, citizenship and healthy lifestyles. Chief Executive Officer Ginny Wright spoke of the various activities the group has attended this week. Kelsey Judd represented Columbia as the Boys & Girls Club of Maury County's 2025 Youth of the Year and competed for the statewide title. Miss Judd thanked everyone for their support.

ORGANIZATIONAL BUSINESS

Item 6.1. - **APPROVE THE MINUTES OF THE FEBRUARY 13, 2025, CITY COUNCIL MEETING**

Council Member McKelvy moved to approve the February 13, 2025 City Council Meeting Minutes. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 6.2. - **APPROVE THE RETIREMENT BENEFITS FOR DERRICK CATHEY, FOREMAN - SEWER REHABILITATION, WASTEWATER DEPARTMENT**

Council Member Marshall moved to approve the retirement benefits for Derrick Cathey. Council Member Hardison seconded the motion.

All Council Members present voted aye.

CONSENT AGENDA

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

All Council Members present voted aye and the following items were approved:

Item 7.1. - **APPROVE DISBURSEMENTS FOR THE MONTH OF JANUARY 2025 IN THE AMOUNT OF $5,909,594.95**

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

Item 7.3. - **ACCEPTANCE OF ANNUAL REPORTS OF CITY OF COLUMBIA EMPLOYEE'S RETIREMENT PLAN FUND AND THE CITY OF COLUMBIA, TENNESSEE RETIREMENT HEALTH INSURANCE POST-EMPLOYMENT BENEFIT TRUST FOR THE PERIOD ENDING DECEMBER 31, 2024**

Item 7.4. - **APPROVE CHANGE ORDER NO. 1 WITH MORRISON ENGINEERING, LLC FOR ENGINEERING SERVICES RELATED TO THE CITY OF COLUMBIA PARKING GARAGE REHABILITATION PROJECT WHICH INCREASES THE CONTRACT AMOUNT BY $2,250**

Item 7.5. - **APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH NICKELL COMPANY, LLC FOR THE CDBG SIDEWALK IMPROVEMENTS WITH A DECREASE IN THE AMOUNT OF $154,264.98 - WARDS 2 & 3**

Item 7.6. - **APPROVE THE FY 2024-2025 STREET RESURFACING LIST - WARDS 1, 2, 3, 4, AND 5**

Item 7.7. - **APPROVE BID AWARD TO HAWKINS & PRICE, LLC FOR CONSTRUCTION OF THE CARTERS CREEK FORCE MAIN RELOCATION IN THE AMOUNT OF $489,755**

Item 7.8. - **APPROVE THE PURCHASE OF A 2025 MINI EXCAVATOR FROM RJV KUBOTA IN THE AMOUNT OF $56,580.35 UTILIZING SOURCEWELL CONTRACT 112624**

Item 7.9. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT BETWEEN THE CITY OF COLUMBIA AND CUMBERLAND VALLEY CONSTRUCTORS, INC. FOR THE CONSTRUCTION OF THE BEAR CREEK PIKE SEWAGE PUMP STATION REPLACEMENT IN THE AMOUNT OF $5,272,800**

Item 7.10. - **APPROVE BID AWARD TO INTEGRATION TECHNOLOGY LLC FOR 100-FOOT ROHN RTL100M RADIO TOWER IN THE AMOUNT OF $115,875**

Item 7.11. - **RATIFY THE EMERGENCY REPAIR OF SEWER LINES OF FIRE STATION NO. 4 LOCATED AT 5040 TROTWOOD AVENUE IN THE AMOUNT OF $55,989**

Item 7.12. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE MAURY COUNTY SCHOOL BOARD OF EDUCATION**

Item 7.13. - **APPROVE BID AWARD TO S&W CONTRACTING COMPANY, LLC FOR MAST ARM REPLACEMENT DOWNTOWN IN THE AMOUNT OF $1,308,800**

ADMINISTRATION

Item 8.1. - **APPROVE THE O'CONNORS VS. CITY OF COLUMBIA SETTLEMENT AGREEMENT**

Council Member Marshall moved to approve the O'Connors vs. City of Columbia Settlement Agreement. Council Member Huffman seconded the motion.

All Council Members present voted aye.

Item 8.2. - **RESOLUTION NO. 25-19 - A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN CHASEPOINTE PARK SUBDIVISION, SECTION 1, FOR OWNERSHIP AND MAINTENANCE**

Council Member McKelvy moved to approve Resolution No. 25-19. Council Member Marshall seconded the motion.

All Council Members present voted aye.

RESOLUTIONS

Item 9.1. - **RESOLUTION NO. 25-10 - A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN AUTOMATIC RESPONSE AID OF FIRE SERVICES WITH MAURY COUNTY TENNESSEE FIRE DEPARTMENT**

Council Member McKelvy moved to approve Resolution No. 25-10. Council Member Marshall seconded the motion. Mayor Molder spoke of this being the first formal agreement with the City and County Fire and the importance of them working together

All Council Members present voted aye.

Item 9.2. - **RESOLUTION NO. 25-16 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING SUMMIT AT CARTERS STATION WEST PHASE 3**

Council Member Marshall moved to approve Resolution No. 25-16. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 9.3. - **RESOLUTION NO. 25-17 - TAX CORRECTIONS**

Council Member McKelvy moved to approve Resolution No. 25-17. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.4. - **RESOLUTION NO. 25-18 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING HONEY FARM CROSSING**

Council Member McKelvy moved to approve Resolution No. 25-18. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.5. - **RESOLUTION NO. 25-20 - A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBIA TO APPLY FOR THE STATE OF TENNESSEE "SMALL CITIES" COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, ACCEPT THE AWARD AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS RELATED TO ACCEPTING AND ADMINISTERING THE GRANT PROJECT**

Council Member Hardison moved to approve Resolution No. 25-20. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 9.6. - **RESOLUTION NO. 25-21– A RESOLUTION TO ACCEPT SPONSORSHIP DONATIONS FOR THE 2025 MIDSTATE CLASSIC SOFTBALL GAMES TO BE HELD AT RIDLEY SPORTS COMPLEX ON MARCH 18, 2025, IN THE AMOUNT OF NINETEEN THOUSAND DOLLARS ($19,000) – WARD 4**

Council Member Marshall moved to approve Resolution No. 25-21. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

ORDINANCES

Item 10.1. - **2ND CONSIDERATION ON ORDINANCE NO. 4536 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY REPEALING ARTICLE 4 AND REPLACING SUCH ARTICLE WITH NEW ARTICLE 4 BUILDING, LOT AND BUILDING SITE STANDARDS - CITYWIDE**

Mayor Molder moved to defer Ordinance No. 4536 on second consideration. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 10.2. - **2ND CONSIDERATION ON ORDINANCE NO. 4537 - AN ORDINANCE AMENDING DEVELOPMENT SERVICES FILING FEE SCHEDULE FOR THE CITY OF COLUMBIA, TENNESSEE - CITYWIDE**

Mayor Molder moved to defer Ordinance No. 4537 on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 10.3. - **2ND CONSIDERATION ON ORDINANCE NO. 4538 - 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 IT WITH A NEW ARTICLE 9, DEFINITIONS**

Mayor Molder moved to defer Ordinance No. 4538 on second consideration. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 10.4. - **2ND CONSIDERATION OF ORDINANCE NO. 4540 AS AMENDED – AN ORDINANCE TO AMEND THE FISCAL YEAR 2024-2025 BUDGET ORDINANCE NO. 4503, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, CAPITAL PROJECTS, GRANTS AND WASTEWATER FUNDS**

Mayor Molder moved to approve Ordinance No. 4540 as amended on second consideration. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 10.5. - **2ND CONSIDERATION ON ORDINANCE 4541 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING STANDARDS FOR SHORT TERM RENTAL USE WITHIN ARTICLE 4 AND ARTICLE 9 - CITYWIDE, MORE ATTRACTIVE, LIVABLE CITY**

Mayor Molder moved to defer Ordinance No. 4541 on second consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

OTHER BUSINESS

Mayor Molder thanked everyone that attended the historical marker dedication ceremony today.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business Council Member Huffman moved to adjourn the meeting. Council Member Marshall seconded the motion. All members present voted aye. The meeting adjourned at 06:08 PM.

UPCOMING EVENTS

Item 14.1. - **COLUMBIA FEMALE INSTITUTE HISTORICAL MARKER DEDICATION - 4:30P.M. - THURSDAY, MARCH 13, 2025 - 425 WEST 7TH STREET**

Item 14.2. - **MIDSTATE CLASSIC - 10 A.M. COLUMBIA CENTRAL VS SPRING HILL, 1:30 P.M. CSCC VS CALHOUN COMMUNITY COLLEGE, 5:30 P.M. TN LADY VOLUNTEERS VS EASTERN KENTUCKY UNIVERSITY - TUESDAY, MARCH 18, 2025 - RIDLEY SPORTS COMPLEX**

CITY OF COLUMBIA

DISBURSEMENTS FOR MONTH ENDING FEBRUARY 28, 2025

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	2,969,155.68	132,708.64	1,537,532.02	1,298,915.02
Sanitation Fund	284,343.63	9,731.46	85,733.96	188,878.21
Wastewater Fund	2,153,255.10	22,288.81	203,660.24	1,927,306.05
Street & Transportation Fund	-	-	-	-
State Street Aid	15,011.81	-	-	15,011.81
Drug Fund	2,101.00	-	-	2,101.00
Debt Service Fund	-	-	-	-
Capital Projects Fund	340,867.11	3,390.95		337,476.16
Sewer Revenue & Tax Bond Issue	-	-	-	-
Sewer Impact Fee #2	-	-	-	-
Insurance Fund	414,417.73	197,857.45	-	216,560.28
2017 GO Public Imp Bonds	-	-	-	-
2010 GO Bond Issue	-	-	-	-
Cleary Construction Escrow	-	-	-	-
Industrial Development Board	337,476.16	-	-	337,476.16
Grant Fund	-	-	-	-
	$ 6,516,628.22	$ 365,977.31	$ 1,826,926.22	$ 4,323,724.69

CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 2/1/2025 - 2/28/2025

POOLED CASH CHECK LISTING

202173	2/5/2025	Neel-Schaffer	68,766.41
202174	2/5/2025	MCBROOM FAMILY PARTNERSHIP	6,080.00
202175	2/5/2025	VOID-VOID-VOID	0.00
202176	2/5/2025	SDH NASHVILLE LLC	33,336.48
202177	2/6/2025	A To Z Office Resource	648.75
202178	2/6/2025	ACE HARDWARE	216.38
202179	2/6/2025	AQUAPHASE	365.00
202180	2/6/2025	AT&T	1,193.81
202181	2/6/2025	AT&T	74.13
202182	2/6/2025	Atmos Energy	2,932.00
202183	2/6/2025	Automation Controls Training & Consulting	1,326.70
202184	2/6/2025	Beard Equipment Company, Inc.	224.10
202185	2/6/2025	BRANDON BURNS	175.00
202186	2/6/2025	Break Time Services	264.50
202187	2/6/2025	CARDIO PARTNERS INC	13,601.83
202188	2/6/2025	Christopher Cummins	71.12
202189	2/6/2025	Chrysler Dodge Jeep Ram of Columbia	246.17
202190	2/6/2025	Cintas Corporation #241	3,780.08
202191	2/6/2025	CMS Uniforms & Equipment	588.10
202192	2/6/2025	Columbia Firefighter Assn	470.00
202193	2/6/2025	Columbia Oil Company Inc	28,262.76
202194	2/6/2025	COLUMBIA POWER & WATER SYSTEMS	73.82
202195	2/6/2025	Columbia Rubber & Gasket Co	4.30
202196	2/6/2025	COMBINED INSURANCE, A CHUBB COMPANY	1,352.64
202197	2/6/2025	Corey Stanage	334.00
202198	2/6/2025	CovertTrack Group Inc	1,800.00
202199	2/6/2025	DAVID S LUNA	1,950.00
202200	2/6/2025	Diverse Computing Inc	6,500.00
202201	2/6/2025	Duck River Electric	2,644.84
202202	2/6/2025	Fleming Sheet Metal Shop	2,400.00
202203	2/6/2025	Freedom Hill Land Management	4,948.15
202204	2/6/2025	G & C SUPPLY CO INC	489.00
202205	2/6/2025	Daily Herald (Ads)	971.10
202206	2/6/2025	H & E EQUIPMENT SERVICES, INC	71,889.14
202207	2/6/2025	Henderson, Hutcherson & McCullough	19,715.00
202208	2/6/2025	IDEXX Distribution, Inc.	1,408.88
202209	2/6/2025	Impressions	1,137.00
202210	2/6/2025	J & M Supply Solutions	2,601.34
202211	2/6/2025	Jessica Tucker	28.77
202212	2/6/2025	Jessica Tucker	181.00
202213	2/6/2025	Jim's Auto Accessories Inc	222.10
202214	2/6/2025	Jones & Lang Sporting Goods	60.00
202215	2/6/2025	KELLI JOHNSON	500.97

202216	2/6/2025	LIGHT BULB DEPOT 7 LLC	261.00
202217	2/6/2025	Marshall County Solid Waste and Recycling	2,206.10
202218	2/6/2025	Maury Co United Way	662.00
202219	2/6/2025	Maury County 911	29,355.96
202220	2/6/2025	Mid TN Fence LLC	23,875.50
202221	2/6/2025	NATIONAL MAIN STREET CENTER	575.00
202222	2/6/2025	D Nickell Company LLC	8,590.00
202223	2/6/2025	Office Depot	433.98
202224	2/6/2025	Preventia Security	1,287.58
202225	2/6/2025	PROCARE PBM	75,255.54
202226	2/6/2025	REA Service, LLC	791.50
202227	2/6/2025	Reach Technologies	97.24
202228	2/6/2025	Ashton Woods Homes	1,293.19
202229	2/6/2025	Robert J Young Company LLC	162.00
202230	2/6/2025	Siddons-Martin Emergency Group LLC	1,044.42
202231	2/6/2025	Southeastern Shirt Corp.	870.99
202232	2/6/2025	State Of TN Attn: Lily White	389.50
202233	2/6/2025	Summit Uniforms	2,299.50
202234	2/6/2025	Ted's Sporting Goods	369.97
202235	2/6/2025	Terry Boatright	142.67
202236	2/6/2025	Tn Dept Of Revenue	593.98
202237	2/6/2025	TN Property Management	6,066.93
202238	2/6/2025	Uline	2,820.96
202239	2/6/2025	UNIFIRST FIRST AID AND SAFETY	264.66
202240	2/6/2025	United Waste Haulers Of TN LLC	2,743.92
202241	2/6/2025	Volunteer Paving LLC	324.72
202242	2/6/2025	Waypoint Analytical, LLC	854.00
202243	2/6/2025	Wells Fargo Financial Leasing, Inc	535.28
202244	2/6/2025	WILCOLOCAL MEDIA	300.00
202245	2/6/2025	WM CORPORATE SERVICES, INC	20,751.87
202246	2/10/2025	JUDY CONSTRUCTION COMPANY	1,070,707.16
202247	2/11/2025	Jamie Ferrie	136.00
202248	2/12/2025	CITY OF COLUMBIA-AQUATICS & RECREATION CTR	250.00
202249	2/13/2025	ACE HARDWARE	264.78
202250	2/13/2025	AMER FAMILY LIFE ASSURANCE	40.30
202251	2/13/2025	AT&T	149.85
202252	2/13/2025	Atmos Energy	2,900.31
202253	2/13/2025	Auto Trim Design	7,520.00
202254	2/13/2025	BAR Environmental Supply, Inc.	5,505.00
202255	2/13/2025	Barbara J Locke	75.00
202256	2/13/2025	BEST CLEANERS OF COLUMBIA, LLC	1,196.79
202257	2/13/2025	Billy Capps	600.00
202258	2/13/2025	Break Time Services	67.50

202259	2/13/2025	BRINDLEY CO	101,441.10
202260	2/13/2025	Brookmeade Hardware & Supply	301.78
202261	2/13/2025	Certified Languages International	232.00
202262	2/13/2025	C.E.S. CITY ELECTRIC SUPPLY CO	77.92
202263	2/13/2025	Cintas Corporation #241	651.28
202264	2/13/2025	CITY OF COL & BRINDLEY CO	5,339.01
202265	2/13/2025	CMC STEEL US, LLC	1,005.00
202266	2/13/2025	Columbia Oil Company Inc	20,473.03
202267	2/13/2025	COLUMBIA PEACE AND JUSTICE INITIATIVE	350.00
202268	2/13/2025	COLUMBIA POWER & WATER SYSTEMS	127,408.54
202269	2/13/2025	CONCIERGE RIDE TN INC	2,067.70
202270	2/13/2025	CPWS - Broadband	300.00
202271	2/13/2025	Duck River Electric	607.53
202272	2/13/2025	Fleming Sheet Metal Shop	1,200.00
202273	2/13/2025	Freedom Hill Land Management	2,666.66
202274	2/13/2025	Daily Herald (Ads)	519.48
202275	2/13/2025	HD INK SCREEN PRINTING	1,152.00
202276	2/13/2025	IACP-International Assoc of	440.00
202277	2/13/2025	IDEXX Distribution, Inc.	47.88
202278	2/13/2025	Impressions	602.00
202279	2/13/2025	J & M Supply Solutions	1,831.67
202280	2/13/2025	JEFF ELLIS & ASSOCIATES, INC	750.00
202281	2/13/2025	Jim's Auto Accessories Inc	40.32
202282	2/13/2025	Lose Design - Lose & Associates, Inc	13,796.06
202283	2/13/2025	MAIN STREET MEDIA OF TN	1,080.00
202284	2/13/2025	McNeece Service Company	4,500.00
202285	2/13/2025	Morgan Brothers Electric Inc	400.00
202286	2/13/2025	Mutual Of Omaha	16,366.53
202287	2/13/2025	Needle And Grain	95.00
202288	2/13/2025	NexAir LLC	42.78
202289	2/13/2025	North Central Laboratories-NCL of Wisconsin, Inc	2,257.21
202290	2/13/2025	Preventia Security	149.00
202291	2/13/2025	Robert J Young Company LLC	62.48
202292	2/13/2025	Safe Industries	155.50
202293	2/13/2025	Simple Com	42.00
202294	2/13/2025	Southern Software Inc	7,187.00
202295	2/13/2025	State Systems, LLC	600.00
202296	2/13/2025	THE DAILY HERALD	24.70
202297	2/13/2025	Tn Federation Of Fire Chaplain	100.00
202298	2/13/2025	TN VALLEY AUTHORITY	263,346.75
202299	2/13/2025	TRANS ELECTRIC COMPANY, INC	17,840.62
202300	2/13/2025	United Waste Haulers Of TN LLC	899.90
202301	2/13/2025	USA BLUE BOOK	912.96

202302	2/13/2025	Verizon	3,711.66
202303	2/13/2025	VERIZON CONNECT	644.30
202304	2/13/2025	Volunteer Welding Supply, Inc.	40.45
202305	2/13/2025	Vulcan Materials Co	1,456.35
202306	2/13/2025	W W Grainger Inc	149.26
202307	2/13/2025	Water Management Services LLC	1,011.25
202308	2/13/2025	Waypoint Analytical, LLC	95.00
202309	2/13/2025	WM CORPORATE SERVICES, INC	22,695.76
202310	2/13/2025	Xylem Dewatering Solutions Inc	6,245.36
202311	2/14/2025	J R Wauford & Co Cons Eng, Inc	37,000.00
202312	2/14/2025	JUDY - ESCROW	73,531.83
202313	2/14/2025	JUDY CONSTRUCTION COMPANY	1,458,073.64
202314	2/14/2025	AT&T (Fiber Optics)	726.44
202315	2/14/2025	Auto Trim Design	995.00
202316	2/14/2025	Break Time Services	80.00
202317	2/14/2025	Cedarchem Llc	2,249.10
202318	2/14/2025	STEPHEN S CHANDLER	125.00
202319	2/14/2025	Cintas Corporation #241	664.42
202320	2/14/2025	City Of Col Employees Retireme	383,138.78
202321	2/14/2025	City Of Col Tn Retirement	43,636.08
202322	2/14/2025	COLUMBIA POWER & WATER SYSTEMS	3,662.79
202323	2/14/2025	CPWS - Broadband	300.00
202324	2/14/2025	Daily Herald (Ads)	134.76
202325	2/14/2025	Maury County Register Of Deeds	37.00
202326	2/14/2025	Maury Regional Hospital Marshall Medical Ctr	11,428.00
202327	2/14/2025	McFall Sod & Seeding LLC	750.00
202328	2/14/2025	James M. McCormack	75.00
202329	2/14/2025	Rigoberto Escalante	75.00
202330	2/14/2025	N & S WATERPROOFING, LLC	2,350.00
202331	2/14/2025	NINJAONE, LLC	9,039.00
202332	2/14/2025	Office Warehouse LLC	19.99
202333	2/14/2025	Rogers Group Inc	2,595.07
202334	2/14/2025	ROOF SYSTEMS, INC.	45,987.00
202335	2/14/2025	SOUTHERN BEAUTIFICATION INC	8,599.00
202336	2/14/2025	TN DEPT OF LABOR & WORKFORCE D	60.00
202337	2/18/2025	Hiller Plumbing Heating Cooling and Electrical	4,980.00
202338	2/20/2025	Atmos Energy	4,544.68
202339	2/20/2025	B & P Ice Machines, Inc	225.72
202340	2/20/2025	Better Business Solutions	199.59
202341	2/20/2025	CARRIE ANN BELL	150.00
202342	2/20/2025	CHOICE SCREENING	938.00
202343	2/20/2025	Chrysler Dodge Jeep Ram of Columbia	41,613.00
202344	2/20/2025	Cintas Corporation #241	1,422.52

202345	2/20/2025	CMS Uniforms & Equipment	760.00
202346	2/20/2025	COLUMBIA POWER & WATER SYSTEMS	17,725.07
202347	2/20/2025	Daniel Davis	150.00
202348	2/20/2025	Duck River Electric	135.17
202349	2/20/2025	Guthrie Sales & Service Inc	8,490.00
202350	2/20/2025	Impressions	3,455.90
202351	2/20/2025	J R Wauford & Co Cons Eng, Inc	10,000.00
202352	2/20/2025	JONATHAN HARDY	1,950.00
202353	2/20/2025	JULIE C REYNOLDS	250.00
202354	2/20/2025	KATE FREEMAN	200.00
202355	2/20/2025	KRISTEN MEYERS	475.00
202356	2/20/2025	Leaf Capital Funding LLC	668.26
202357	2/20/2025	Mail Call	8,966.10
202358	2/20/2025	MARIA CATHARINA VAN DEVENTER	150.00
202359	2/20/2025	MAURY COUNTY BRIDLE AND SADDLE CLUB	6,000.00
202360	2/20/2025	Maury County Register Of Deeds	12.00
202361	2/20/2025	Maury County Solid Waste	111,906.81
202362	2/20/2025	MAURY REGIONAL MEDICAL CENTER	30.00
202363	2/20/2025	Maury Regional Hospital Marshall Medical Ctr	180.00
202364	2/20/2025	Maury Regional Medical Center	29,880.00
202365	2/20/2025	Maury Regional Medical Group	2,044.00
202366	2/20/2025	MEGAN FITZGERALD	200.00
202367	2/20/2025	MELISSA RAGER-AGUIAR	250.00
202368	2/20/2025	Morrison Engineering LLC	6,342.00
202369	2/20/2025	Needle And Grain	2,755.00
202370	2/20/2025	Office Warehouse LLC	2,994.00
202371	2/20/2025	Parman Energy Group LLC	3,179.37
202372	2/20/2025	PROCARE PBM	52,852.65
202373	2/20/2025	Public Entity Partners	81,953.87
202374	2/20/2025	Reach Technologies	177.35
202375	2/20/2025	Southern Duplicating of Middle Tennessee	575.17
202376	2/20/2025	SRM Concrete	4,000.00
202377	2/20/2025	Stoltz Printing Co	1,110.50
202378	2/20/2025	Summit Uniforms	300.00
202379	2/20/2025	Thomson Reuters - West	85.00
202380	2/20/2025	TRANS ELECTRIC COMPANY, INC	1,914.09
202381	2/20/2025	Travelers	100.00
202382	2/20/2025	Turner & Osborne Tire Co	727.26
202383	2/20/2025	United Waste Haulers Of TN LLC	993.62
202384	2/20/2025	Verizon Wireless 09	88.88
202385	2/20/2025	Visual Media Co LLC	600.00
202386	2/20/2025	Vulcan Materials Co	452.38
202387	2/20/2025	WASTEBUILT ENVIRONMENTAL SOLUTIONS, LLC	5,971.70

202388	2/27/2025	Atmos Energy	4,983.83
202389	2/27/2025	NEW BRAND LINEN SERVICES	1,647.10
202390	2/27/2025	Blue Cardinal Chemical, LLC	3,232.36
202391	2/27/2025	Break Time Services	248.50
202392	2/27/2025	CHANTEL DUKE	450.00
202393	2/27/2025	CHARTER COMMUNICATIONS	1,099.00
202394	2/27/2025	Chrysler Dodge Jeep Ram of Columbia	50,125.00
202395	2/27/2025	Cintas Corporation #241	1,524.86
202396	2/27/2025	Colonial Life	7,141.96
202397	2/27/2025	Columbia Firefighter Assn	470.00
202398	2/27/2025	Columbia Machine Works	19,600.00
202399	2/27/2025	Columbia Oil Company Inc	19,225.41
202400	2/27/2025	COLUMBIA POWER & WATER SYSTEMS	21,059.36
202401	2/27/2025	Culleoka Company LLC	1,442.00
202402	2/27/2025	D & D Overhead Door, LLC	537.50
202403	2/27/2025	Dell Marketing L P	8,135.13
202404	2/27/2025	DLT Solutions LLC	2,593.27
202405	2/27/2025	Duck River Electric	336.49
202406	2/27/2025	Eric Sutton Photography	600.00
202407	2/27/2025	Fence Company LLC (The)	2,687.00
202408	2/27/2025	Firstnet Services Provided By AT&T Mobility	412.92
202409	2/27/2025	Gresham Smith & Partners	1,128.00
202410	2/27/2025	K & K SAFETY	140.46
202411	2/27/2025	Knighthorst Shredding, LLC	153.31
202412	2/27/2025	Lifestyle Publications, LLC	1,440.00
202413	2/27/2025	MARINA DANIEL	450.00
202414	2/27/2025	Maury Co Government	17,853.16
202415	2/27/2025	Maury Co United Way	662.00
202416	2/27/2025	MID-SOUTH ELECTRIC INC	17,470.00
202417	2/27/2025	Rebecca Townsend	75.00
202418	2/27/2025	Needle And Grain	1,060.00
202419	2/27/2025	Neel-Schaffer	5,664.00
202420	2/27/2025	NELSON HARPER	66.65
202421	2/27/2025	Preventia Security	312.84
202422	2/27/2025	PROPEL OPS, LLC	7,998.00
202423	2/27/2025	M/I HOMES OF NASHVILLE LLC	65.00
202424	2/27/2025	MITCHELL H PARKS	237.20
202425	2/27/2025	RIVERLINK	10.08
202426	2/27/2025	ROOF SYSTEMS, INC.	892.00
202427	2/27/2025	Safe Industries	1,258.80
202428	2/27/2025	Servant Fire Protection	960.50
202429	2/27/2025	SHANNIN ALSUP	500.00
202430	2/27/2025	Simpleview, LLC	112.50

POOLED CASH CHECK LISTING

202431	2/27/2025	Southern Computer Warehouse	3,192.56
202432	2/27/2025	Southern Sales Co	1,879.17
202433	2/27/2025	State Systems, LLC	75.00
202434	2/27/2025	Sun Life Financial	79,844.09
202435	2/27/2025	T-MOBILE	96.54
202436	2/27/2025	Temple Inc	1,131.00
202437	2/27/2025	TN DEPT ENV & CONSERVATION	700.00
202438	2/27/2025	TN DEPT OF LABOR & WORKFORCE	60.00
202439	2/27/2025	TriStar Elevator LLC	198.75
202440	2/27/2025	Uline	23,186.89
202441	2/27/2025	United Waste Haulers Of TN LLC	6,384.48
202442	2/27/2025	Verizon Wireless 03	41.94
202443	2/27/2025	Waypoint Analytical, LLC	1,046.00
202444	2/27/2025	Waypoint Business Solutions LLC	354.17
202445	2/27/2025	WM CORPORATE SERVICES, INC	16,302.64
202446	2/28/2025	City Of Col Employees Retireme	206,085.67
202447	2/28/2025	City Of Col Tn Retirement	23,471.31

GENERAL FUND

Total Purchase Cards:	$	165,837.85
Total Payroll Transfers:	$	1,537,532.02
Total Misc. Transfers:	$	132,708.64
Total Checks:	$	1,133,077.17
Total:	$	2,969,155.68

STATE STREET AID

Total Purchase Cards:	$	-
Total Misc. Transfers:	$	-
Total Checks:	$	15,011.81
Total:	$	15,011.81

SANITATION

Total Purchase Cards:	$	-
Total Payroll Transfers:	$	85,733.96
Total Misc. Transfers:	$	9,731.46
Total Checks:	$	188,878.21
Total:	$	284,343.63

WASTEWATER

Total Purchase Cards:	$	-
Total Payroll Transfers:	$	203,660.24
Total Misc. Transfers:	$	22,288.81
Total Checks:	$	1,927,306.05
Total:	$	2,153,255.10

DRUG

Total Purchase Cards:	$	-
Total Checks:	$	2,101.00
Total:	$	2,101.00

INSURANCE

Total Misc. Transfers:	$	197,857.45
Total Checks:	$	216,560.28
Total:	$	414,417.73

CAPITAL PROJECTS

Total Purchase Cards:		
Total Misc. Transfers:	$	3,390.95
Total Checks:	$	337,476.16
Total:	$	340,867.11

IDB

Total Misc. Transfers:	$	-
Total Checks:	$	337,476.16
Total:	$	337,476.16

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 BID AWARD AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH _____ FOR POLICE UNIFORMS AND DUTY EQUIPMENT

RECOMMENDATION: Approve

INFORMATION: The City furnishes a standard uniform set and various pieces of duty equipment to all sworn officers. The City solicted bids from companies to supply all necessary items and provide the service required to properly fit all officers. As a result of that bid process, it is recommended that the award be made to _____.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in various uniform line items in Police.

ATTACHMENTS: Staff Report Police Uniforms

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Tara Smith, Benefits Administrator, Tsmith@Columbiatn.gov, 931-560-1572

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE CITY OF COLUMBIA TO REVISE THE CURRENT FEE STRUCTURE WITH MUTUAL OF OMAHA TO INCLUDE COMPREHENSIVE SERVICES FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES WITH AN ESTIMATED COST OF $3,213.48 PER YEAR – FINANCE

RECOMMENDATION: Approve.

INFORMATION: The City provides Employee Assistance Program (EAP) for city employees and their immediate family members. The Finance Department requested and reviewed quotes for EAP services and found that Mutual of Omaha has the most robust program for at a lower cost. Basic EAP services are currently included in our group term life insurance rates. The upgrade to Mutual of Omaha's comprehensive plan will provide a full Employee Assistance Program (EAP). Making this change from our previous EAP provider to the full comprehensive plan EAP with Mutual of Omaha, will result in $6,065.15 annual savings.

CERTIFICATION: The Chief Financial Officer certifies that $3,214 is budgeted and unencumbered in General Government-Other Services.

ATTACHMENTS: Staff Report, Mutual of Omaha EAP fees and program materials.

(931) 388-1258
office@rwitherow.com

Witherow & Associates, Inc.

Employee Benefits & Investments*
Securities and Related Services offered through
Thoroughbred Financial Services, LLC Member
FINRA/SIPC

1517 Hatcher Lane
Columbia TN 38401

MUTUAL OF OMAHA COMPREHENSIVE EAP

(ADDED TO EXISTING GROUP TERM LIFE PLAN)

Estimated Monthly Premium for EAP - $267.79

Estimated Annual Premium for EAP - $3,213.48

Requested effective date July 1, 2025

Summary of Benefits attached

54922084

EMPLOYEE ASSISTANCE PROGRAM

Available Services When You Need Help the Most



Life isn't always easy. Sometimes a personal or professional issue can affect your work, health and general well-being. During these tough times, it's important to have someone to talk with to let you know you're not alone.

With Mutual of Omaha's Employee Assistance Program, you can get the help you need so you spend less time worrying about the challenges in your life and can get back to being the productive worker your employer counts on to get the job done.

Learn more about the Employee Assistance Program services available to you.

We are here for you

Visit the Employee Assistance Program website to view timely articles and resources on a variety of financial, well-being, behavioral and mental health topics.

mutualofomaha.com/eap
or call us: 1-800-316-2796

Comprehensive EAP Services

Features	Value to Company and Employees
Employee Family Clinical Services	• An in-house team of Master's level EAP professionals who are available 24/7/365 to provide individual assessments • Outstanding customer service from a team dedicated to ongoing training and education in employee assistance matters • Access to subject matter experts in the field of EAP service delivery
Counseling Options	• Three sessions per year (per issue) conducted by face-to-face* counseling or telehealth (text, chat, phone, or video) via a secure, HIPAA compliant portal
Exclusive Provider Network	• National network of more than 10,000 licensed clinical providers for face-to-face counseling • National network of more than 30,000 licensed clinical providers for telehealth counseling • Network continually expanding to meet customer needs • Flexibility to meet individual client/member needs

*California Residents: Knox-Keene Statute limits no more than three face-to-face sessions in a six-month period per person.

Mutual of Omaha

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Comprehensive EAP Services *(continued)*

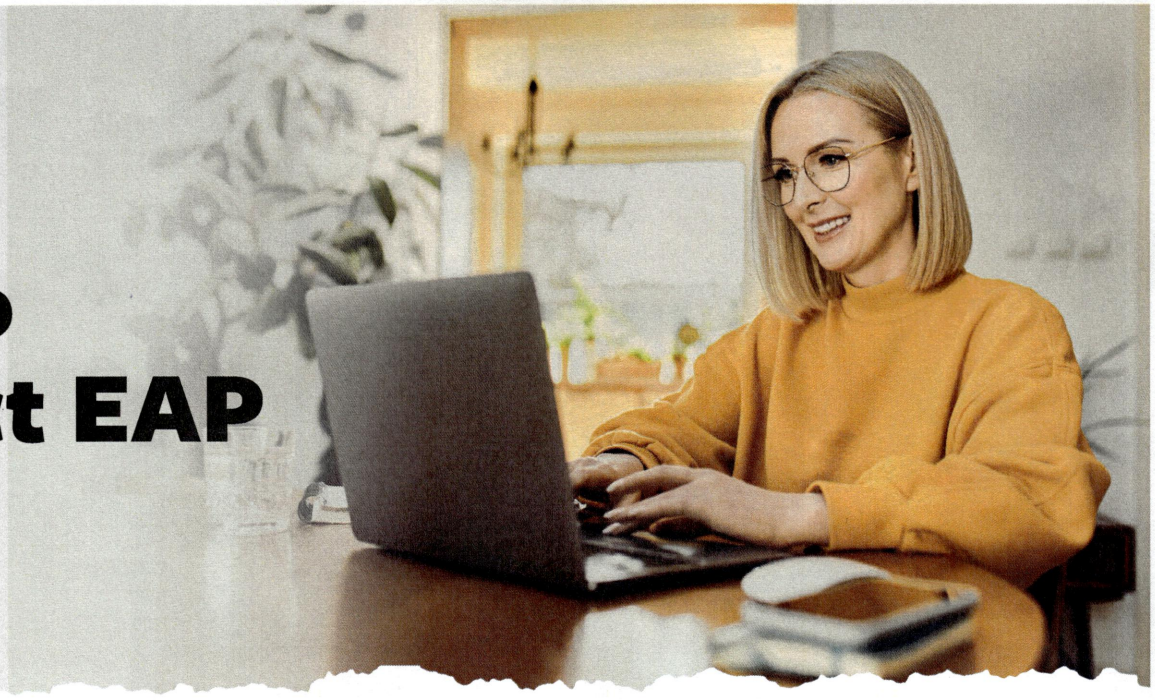
Features	Value to Company and Employees
Access	• 1-800 hotline with direct access to a Master's level EAP professional • 24/7/365 services available • Telephone support available in more than 120 languages • Online submission form available for EAP service requests • EAP professionals will help members develop a plan and identify resources to meet their individual needs
Employee Family Legal Services	• Valuable resources – legal libraries, tools and forms – available on EAP website • 25% discount for ongoing legal services for same issue
Employee Family Financial Services	• Inclusive financial platform powered by Enrich that includes financial assessment tools, personalized courses, articles and resources, and ongoing progress reports to help members monitor their financial health
Employee Family Work/Life Services	• Child care resources and referrals • Elder care resources and referrals

Online Services	• An inclusive website with resources and links for additional assistance, including:
	  • Current events and resources
	  • Family and relationships
	  • Emotional well-being
	  • Financial wellness
	  • Substance abuse and addiction
	  • Legal assistance
	  • Physical well-being
	  • Work and career
	• Bilingual article library

Employee Communication	• All materials available in English and Spanish
Eligibility	• Full-time employees and their immediate family members; including the employee, spouse and dependent children (unmarried and under 26) who reside with the employee
Coordination with Health Plan(s)	• EAP professionals will coordinate services with treatment resources/providers within the employee's health insurance network to provide counseling services covered by health insurance benefits, whenever possible

Insurance products and services are offered by Mutual of Omaha Insurance Company or one of its affiliates. Mutual of Omaha Insurance Company is licensed nationwide. United of Omaha Life Insurance Company is licensed nationwide, except in New York. Companion Life Insurance Company is licensed in New York. Each underwriting company is solely responsible for its own contractual and financial obligations. Some exclusions or limitations may apply. Not all services available in New York.

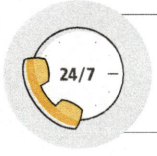
EMPLOYEE ASSISTANCE



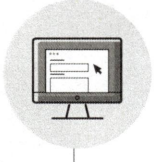
How to Contact EAP

When you need someone to talk to, Mutual of Omaha's Employee Assistance Program is there to help provide resources to assist with personal and job-related issues.

Two Ways to Request EAP Services



1. The EAP team is available by phone 24 hours a day, seven days a week. Call today at 800-316-2796.



2. Online Service Request Form

a. Go to the EAP website – mutualofomaha.com/eap
b. Click on the Request Services button located near the phone number
c. Provide your company name, demographic information and the reason for seeking assistance
d. Click submit



For over 25 years, Mutual of Omaha's in-house EAP has been staffed by licensed, master's level counselors. Our exclusive provider network and personalized provider matching allow us to quickly get you the help you need.

Mutual of Omaha

Insurance products and services are offered by Mutual of Omaha Insurance Company or one of its affiliates. Mutual of Omaha Insurance Company is licensed nationwide. United of Omaha Life Insurance Company is licensed nationwide, except in New York. Companion Life Insurance Company is licensed in New York. Each underwriting company is solely responsible for its own contractual and financial obligations. Some exclusions or limitations may apply. Not all services available in New York.

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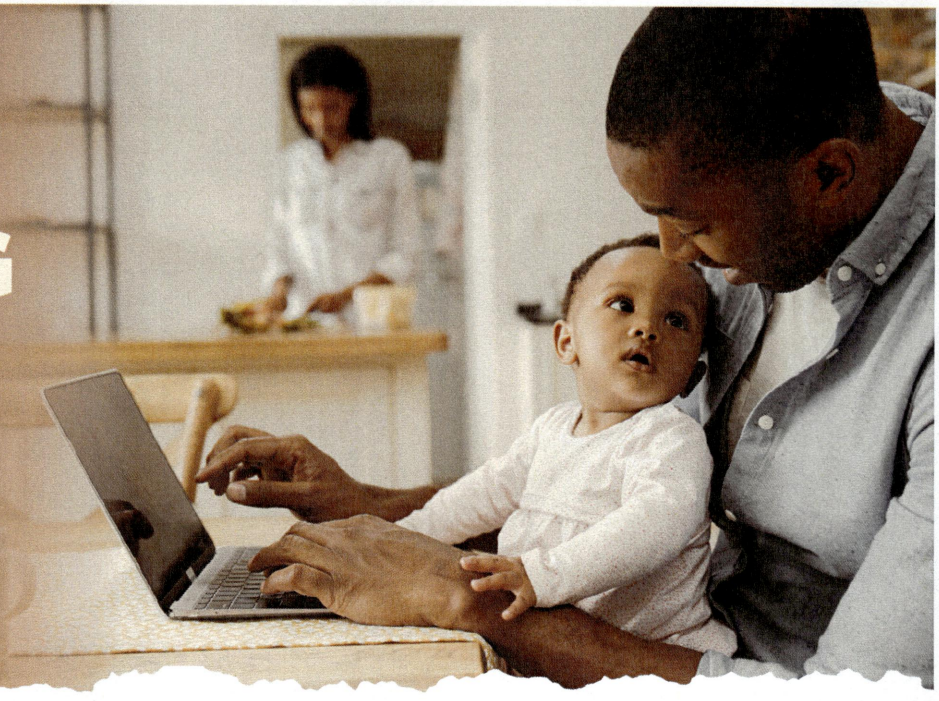
ENRICHING YOUR LIFE

EAP Quick Tips



If you're looking for ways to improve your life, Enrich can help. This convenient, online tool is designed to help you become financially healthy. And it's free!

The Enrich financial wellness tool provides you access to a wide range of informational and educational resources. Including:

- Online courses
- Webinars and financial coaching videos
- Budgeting tools and calculators
- Career development tools
- Chat functionality for technical support
- And more!

Enrich is a one-stop shop to raise your financial awareness and help you succeed. Here's how:

Step 1 – Take Our Financial Checkup

First, we gain a better understanding of your financial situation. Then we create a personalized plan to help you achieve your financial goals.

Step 2 – Get Your Recommendations

We deliver personalized recommendations and track your progress.

Step 3 – Understand Your Money Personality

Your personality can affect your plan's overall success. We'll show you how.

Step 4 – Stay on Track

We'll help you stay on track with easy-to-use financial tools, courses and up-to-the-minute financial content.

Enrich Your Life – Enroll Today!

To enroll in this award-winning financial program, simply visit the Enrich website at mutualofomaha.enrich.org. Click the sign-up link in the upper right corner of the homepage. Then complete the information requested in the white box. That's it. Get ready to Enrich your life!

Mutual of Omaha

Employee Assistance Program administered by Mutual of Omaha Insurance Company or United of Omaha Life Insurance Company. Mutual of Omaha Insurance Company is licensed in all 50 states. United of Omaha Life Insurance Company is licensed in all states, except in New York. In New York, administered by Mutual of Omaha Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175.

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EMPLOYEE ASSISTANCE PROGRAM

COMPREHENSIVE MANDATORY REFERRALS

Occasionally, employees may have personal or work-related issues that impact their job performance. As a leader in your organization, you have access to a consultation with an EAP consultant who will guide you through a difficult employee situation. Please begin by calling the EAP to speak with a consultant to make a mandatory referral.



Call 800-316-2796, option 4 to speak with a skilled, master's level EAP consultant



Be prepared to share company policy information and actions that have been taken to address performance issues such as verbal/written warnings, performance improvement plan, action plan or last chance agreement



The EAP consultant will provide you with documents including a Release of Information (ROI) form that must be signed by the employee prior to the EAP releasing any information related to compliance with the referral



EAP Guide for Managers (detailed handbook) is available upon request

Mandatory Referral Documents Include:

- Release of Information Form
- Behavioral Indicators Checklist
- Comprehensive Management Referral Chart

EAP Consultants Will Assist You With the Following:

- Consulting on issues impacting performance
- Consulting on issues affecting the workplace
- Communicating expectations related to employee compliance
- Creating an action plan. The plan may involve referrals that are:
  - Guided EAP Referrals
  - Mandatory EAP Referrals
  - Other referrals such as Fitness for Duty or SAP evaluations

We are here for you

Call 800-316-2796 Option 4 | Fax 402-351-6308
mutualofomaha.com/eap

Mutual of Omaha

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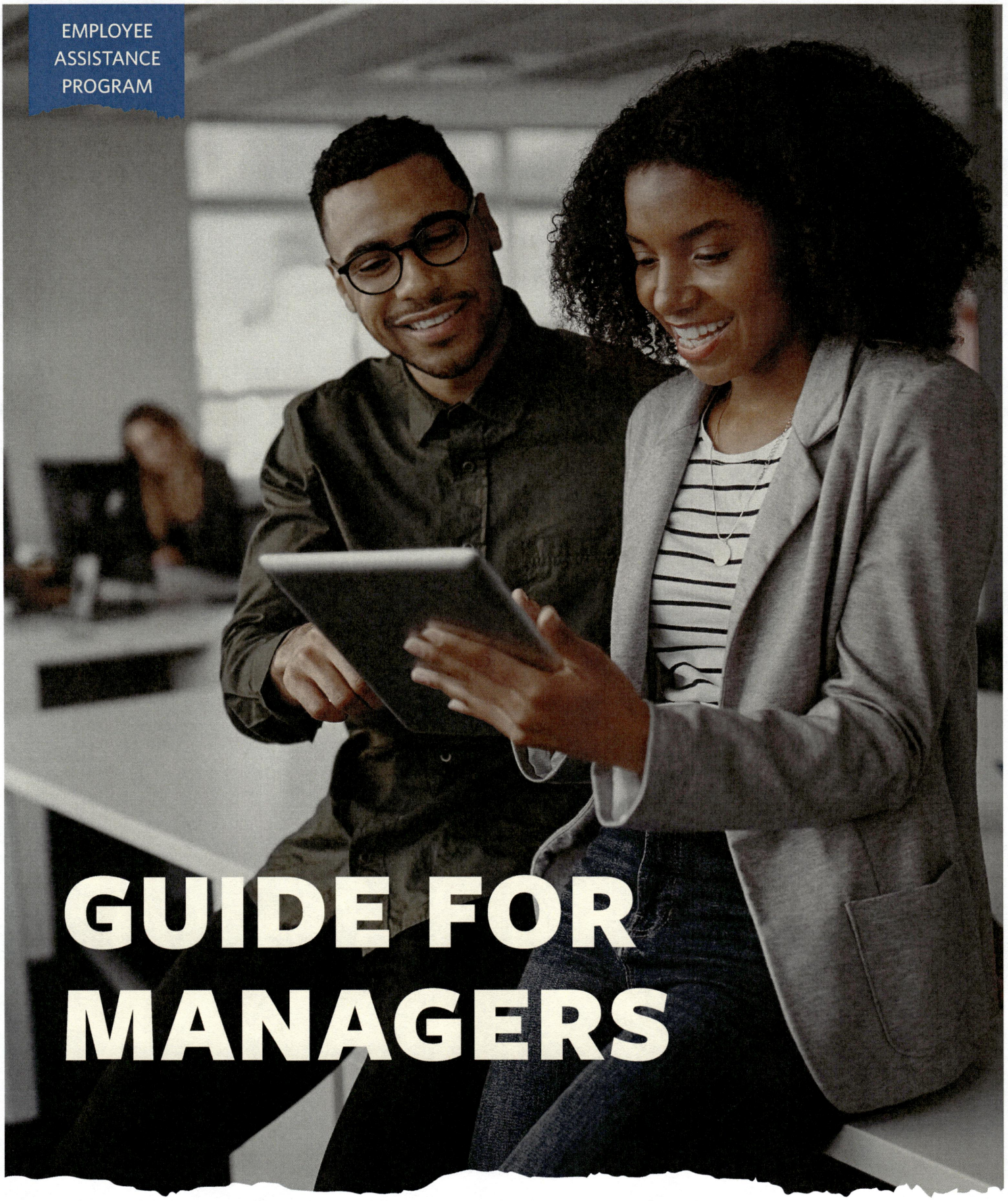

Mutual of Omaha

Underwritten by
United of Omaha Life Insurance Company
Mutual of Omaha Insurance Company
Mutual of Omaha Affiliates

611754

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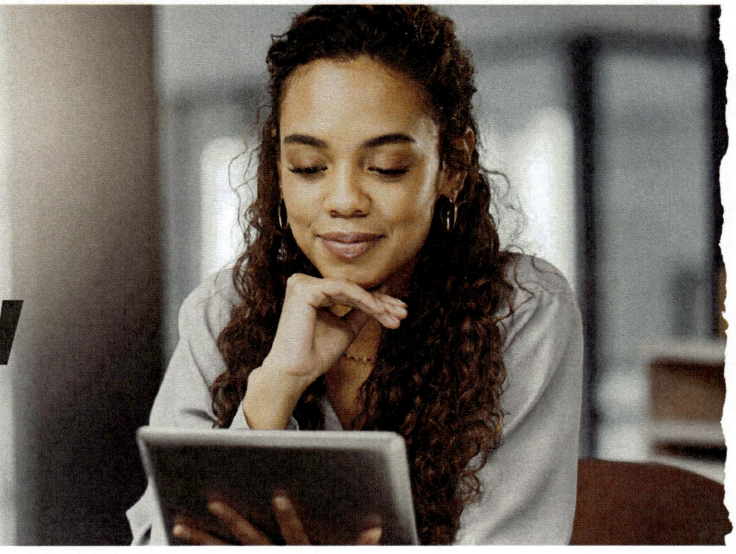
PROGRAM OVERVIEW



Occasionally, employees may have personal or work-related issues that impact their job performance. Recognizing the valuable resource your company has in their employees and managers, they have made Mutual of Omaha's Employee Assistance Program available to provide support in dealing with both personal and management issues.

Our hope is that employees will use this resource for resolution of personal and work-related issues before job performance is impacted. When this is not the case, however, Mutual of Omaha's EAP can be utilized as a consultative tool to assist managers in focusing on employee issues.

The following information is provided to help you as a manager find ways to utilize the EAP as a resource.

What is an EAP?

Employee Assistance Program is an employer-paid program that provides resources to assist with personal and job-related issues. An EAP program improves the productivity and well-being of employees, resulting in an improved workplace culture and direct impact to an employer's bottom-line. It provides specialized knowledge and resources on topics including: emotional well-being, healthy lifestyles, family and relationships, legal and financial issues and work/life transitions.

All information related to EAP contact is confidential; no information can be released without the consent and knowledge of the employee, except when an individual is at risk of either self harm or harming others.

Why use an Employee Assistance Program?

As a company, it shows compassion to employees to offer support through difficult times. The EAP is one more resource available to managers that focuses on the health and well-being of their employees. The EAP also offers consultative support to management regarding ways to improve job performance and productivity.

How is this accomplished?

- Increased employee retention through management consultation to resolve employee performance issues
- Decreased absenteeism and turnover through working together with employees to resolve personal issues
- Reduced health insurance costs through early intervention and resolution of behavioral concerns
- Education for management and employees to promote an engaged, productive workforce

Services:



For employees and eligible dependents:

- An in-house team of Master's level EAP professionals who are available 24/7/365 to provide individual assessments
- Face to face or counseling or video telehealth as purchased by the employer
- National network of more than 10,000 licensed clinical providers
- EAP professionals will help members develop a plan and identify resources to meet their individual needs



For managers:

- Promotional and educational materials to enhance employee awareness of the EAP
- Professional consultation to resolve difficult work issues in the following areas:
  - individual employee issues
  - group dynamics
  - morale problems
  - reorganization and workplace transitions
- Advice on policy and procedures related to behavioral health issues
- Assistance with planning for and resolving threats of workplace violence
- Access to professionals with specialized training in the areas of:
  - critical incident debriefing services
  - workplace violence situations
  - grief and loss
  - reasonable suspicion regarding substance abuse
- Risk Assessment
- Domestic violence
- Seminars on a wide variety of topics to engage, inspire and educate employees, as purchased by your company

Types of referrals:

Self-referrals:

Employees and their eligible family members may personally seek out recommendations or support from EAP professionals. EAP professionals are available and answer a phone line 24 hours a day, 7 days a week. Online submission is also, available for EAP service requests. Managers can facilitate use of the EAP by educating and encouraging employees to use this benefit as a confidential resource to resolve work or personal problems. Ultimately, our goal is to assist employees in achieving problem resolution while returning to their full productivity level.

Management referrals?

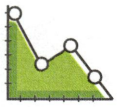
Initiated by Manager — when performance, attendance, behavior or safety concerns are identified in individual employees, managers may consider making a referral to the EAP. Services for these types of issues are primarily provided through consultative support. Specifically, we help managers identify the corrective action steps taken to date and strategize other options available. It is not our intent to preempt a manager's responsibilities or power in these situations. Our goal is to team with the manager or supervisor by offering consultative support that may enhance the outcomes achieved through implementation of the company's Human Resources policies and procedures.

Initiated by the Employee — Managers who are aware that an employee is experiencing personal problems that are not interfering with their job performance, are encouraged to direct that employee to the EAP.

Identifying a troubled employee:

How do you, as a manager, know when to refer an employee to your EAP?

As an important part of your company's management team, you have the responsibility to help employees perform to their greatest job potential. It is important for you to be able to recognize behavior patterns that might indicate problems are arising. To assess if personal problems are negatively impacting job performance, look for a pattern of chronic, repeated behaviors in the following areas:



Decreased Productivity

Decline in quality or quantity of work completed, increased confusion and frustration or impaired concentration regarding work projects, inconsistent work pace, missed deadlines



Absenteeism

Unauthorized leave, Monday/Friday or before/after holiday absence patterns, excessive sick leave, late arrivals and early departures, unusual excuses for absences



"On-the-Job" Absenteeism

Unexplained disappearances from the work area, long lunch breaks, sudden physical illness on the job



Change in Attitude or Appearance

Isolation from others, radical loss or gain of weight, a decline in personal appearance or morale, an increase in irritability or agitation, unexplained crying



Strained Relations with Co-workers and Supervisors

Sensitivity to suggestions or feedback, avoidance of associates, unreasonable resentments, complaints from co-workers regarding reduced productivity



Safety Risks

Indicators of drug or alcohol abuse, lack of safety concerns for others, increased carelessness, accidents with or without injury or property damage on or off the job

What can you do first as a manager to try to resolve the problem?

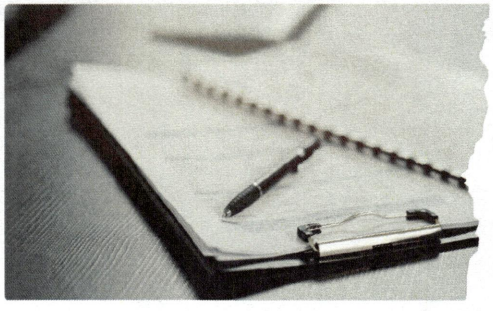
As a manager, your support is important in encouraging employees to seek help for either work-related or personal issues. Suggesting contact with the EAP through a voluntary self-referral can be an appropriate option under these circumstances.

If you are uncertain about encouraging a self-referral or have attempted this option and have questions, EAP professionals are available for consultative assistance. Throughout this process we would encourage your consultation with your company's Human Resources representative to ensure compliance with your company's supervisory policies for resolution of employee performance or attendance issues.



Problem recognition

When you realize an employee has a pattern of declining work performance or attendance, we encourage you to initiate open discussion regarding the problem with the employee. Clearly state your expectations to the employee. If it appears support from the EAP would be helpful in resolving contributing factors, either management, the employee or both may chose to voluntarily seek EAP support. Managers are encouraged to resist the temptation to avoid dealing with the problem, hoping that it will get better. Often performance issues deteriorate without intervention.



Documentation

Observe the employee's work activities to assess for specific examples of performance improvements or declines. Keep accurate, up-to-date records of work performance and attendance. Written examples of desired improvements in work behaviors will help you remain objective and organized in your follow-up meetings with the employee. Examples also give you an opportunity to restate your work expectations clearly.



Intervention

Companies differ in their Human Resource procedures for addressing issues related to work performance/attendance. Follow your company's procedures when developing an employee's performance improvement plan. Typically, this process involves scheduling a meeting with the employee in a private setting to discuss your specific observations, outlining expectations for change and defining how performance improvement is to be measured. Involve the employee in establishing a specific action plan for performance improvement. This may include a suggestion that the employee seek EAP assistance for support or to resolve personal concerns. Clearly set the expectation for the employee that it remains their responsibility to resolve the issues at hand. As manager, you are there to guide and support the employee's efforts; but the effort and change must come from them.



Resolution/Monitoring

While it is the employee's responsibility to implement the changes needed, your ongoing involvement can be supportive to the change process. This is accomplished by continuing to monitor, document and report to the employee on a regular basis regarding progress. Follow-up is one of the most important components a manager can provide throughout this corrective process. This includes the scheduling of follow-up meetings on a regular basis until resolution is reached. We also encourage follow-up monitoring over an extended time frame to ensure the problem does not resurface.



Early identification of potential problems

When a concern arises regarding an employee's behavior in the areas of performance, attendance or safety, managers need to be observant and aware of specific problem indicators. This requires the use of our senses — what we see, hear, feel and smell. As a manager, it is important to notice problem indicators firsthand. On occasion, another employee may be the first to bring a concern to your attention, but you will need to be able to verify this information. Observing behavioral indicators provides a concrete and objective method to evaluate concerns. Indicators are documentable — something that other people can also observe and verify. It is very important, when possible, to seek confirmation from a second person (preferably another manager, supervisor or HR consultant) who also can observe firsthand the employee in question.

Being too subjective in your information-gathering process can put you at risk of analyzing or trying to diagnose an employee's personal problems. It is important that you, as manager, remain out of this diagnostic role. Your company has provided you with additional management support in the form of your EAP. When an outside personal concern is contributing to a decline in the employee's work performance, you can suggest that the employee contact your EAP to problem solve options. The EAP can also provide management support in a consultative role to problem solve potential issues and help identify ways that managers can respond to promote positive change in an employee's behavior.

The following list includes the more common signs of possible performance problems or other workplace related issues and will be helpful in providing guidance in documenting specific incidents:

Performance Indicators:

- lowered productivity
- impaired decision-making ability
- increase in errors
- incomplete work assignments
- missed deadlines, missed meetings
- complaints from co-workers, managers or customers
- poor concentration
- fatigue, excessive tiredness
- withdrawal from responsibilities
- careless errors and poor judgment
- blames co-workers for mistakes

Attendance Indicators:

- excessive/frequent absences
- unexcused absences
- last minute requests for time off
- late arrivals, early departures
- Friday and Monday sick days
- excessive time away for lunch and breaks

Behavioral Indicators:

- unexpected mood swings
- borrowing money from co-workers
- deterioration of morale
- withdrawn, uncommunicative
- quick to anger
- asks for advances on salary
- overreaction to criticism
- distrust of co-workers/managers
- defensive
- frequent accidents on and off job
- overly excitable/emotional
- disturbing, disruptive, offensive
- increased personal phone calls
- legal, domestic, financial problems*
- argumentative
- sleeping/frequently dozing off
- lies to cover absences
- trouble interacting with others
- sudden loss of interest in work

*Use caution in documenting PABS indicators. Although some of these concerns may be more subjective in nature, the focus should be on gathering objective information. However, "gut-level feeling" or even hearsay information should not be ignored and needs to be followed up objectively.

Physical Indicators:

- slurred speech
- inability to focus
- drowsiness
- intense anxiety/panic
- staggering
- mild flushing in the face
- relaxed inhibitions
- dizziness
- shakiness
- nausea/vomiting
- slowed reflexes
- violent behavior
- dilated/constricted pupils
- inability to concentrate
- intense euphoria/excitement
- deterioration of physical appearance
- glazed/glassy eyes
- odor of alcohol or marijuana
- unusual restlessness
- radical weight loss or gain
- impaired coordination
- thirst; dry mouth
- altered mood/perceptions
- bloodshot eyes

Safety Indicators:

- increased accidents
- violation of safety rules
- disregard for the safety of others
- excessive risk taking
- operating faulty equipment
- unauthorized shortcuts
- horseplay
- fighting

PABS Documentation

Why document?

It is prudent to have written notes to assist an employee in understanding possible performance and/or other work related concerns. The need for accurate, timely documentation cannot be overemphasized. It is important to remember that it is not your job to analyze or diagnose an employee's personal problems but to focus on managing the work situation in order to help the employee be successful. At any time you should feel free to consult with your human resources representative or a Mutual of Omaha EAP professional for further guidance. All files should be maintained in a confidential manner.

Documentation is essential for future discussion for the following reasons:

- Helps a manager remain objective and open
- Provides specifics about the problem and any corrective actions previously taken
- Indicates the duration of the problem
- A necessary component for disciplinary action
- Helps to minimize manager anxiety
- Assists managers with being better able to recognize patterns of behavior
- Confronting an employee without notes is difficult
- When confronted, many employees will react defensively. Documentation helps bring the discussion back on track
- Some employees attempt to enlist co-workers in their defense. Documentation allows the manager to keep the responsibility for workplace behavior with the identified employee
- Time erodes recollections
- Lack of documentation delays action and may put the employee's health at risk

How do I document?

- Use specific, objective and descriptive language
- Describe actual observations, not your feelings or interpretations
- Use caution in documenting any symptoms that are seemingly subjective
- Your hunches or even hearsay should not be ignored. They just require extra consideration in making observations and documenting them.
- Be factual, nonemotional
- Write in a clear, concise, accurate manner
- Minimize defensiveness and argumentation
- Know your company personnel policies and refer to them as appropriate

Incident documentation:

Using an incident documentation log helps you keep track of employee performance, attendance, behavior and safety in an ongoing and factual manner. You should only record events that stand out and reflect job performance, attendance, employee behavior and potential safety issues. This log can also be used as a general supervision tool to document good performance.

An incident log should contain the following information:

1. Date and time of incident
2. Type of incident
3. Behaviors observed
4. Whether or not you discussed the incident with the employee
5. Action taken, if any

Nondescriptive vs. descriptive documentation?

Whenever possible, it is best to use descriptive language when documenting. The following examples may be helpful:

Nondescriptive:	Descriptive:
Employee was loud and disruptive.	Employee yelled obscenities at their co-workers and pushed boxes of materials off the shelf.
Their attendance has been very erratic over the past two months.	Employee was late for work Monday, Tuesday, and Thursday last week, left work early on Monday and Wednesday without permission. And, she has five unexcused absences in the past two months (identify dates).
Lately, employee has looked terrible.	For the past three days, employee has arrived at work unkempt and unshaven, with clothes wrinkled and dirty, and strong body odor.
Employee appeared drunk and angry.	Employee stumbled out of his car and staggered to the front door of facility. Upon entering, he was asked if he was okay and he yelled he was fine. He had an odor of alcohol on his breath and body.
Employee was dozing at her desk.	Employee was sitting at her desk with her head back and eyes closed. Her breathing was slow and regular and her arms were hanging to her side. She did not respond to repeated calls of her name.

Guidelines for written documentation:

- Includes information that you are willing to bring to the attention of and discuss with the employee
- Contains positive as well as negative observations
- Requires no apologies
- Communicates objectivity and fairness
- Helps the supervisor pursue continuing and responsible supervision
- Indicates a progressive pattern with regard to taking corrective action (e.g., employee was given a verbal warning, a written warning, then referred to EAP).

Management referral for EAP services

As a tool to help determine and deliver the most appropriate services for employees referred to the Employee Assistance Program, we ask that the referring supervisor complete the following questionnaire and provide it to the EAP at the time of the referral.

Referring Manager Name:	Employee/Client Name:	Phone No.:	Today's Date:

In the past 30 days	Serious Problem or concern	Significantly Deteriorated	Not a Problem or Unchanged	Significantly Improved
Performance:				
1. Work production (quantity), meeting goals	_____	_____	_____	_____
2. Performance (quality of work)	_____	_____	_____	_____
3. Incomplete work, not meeting deadlines	_____	_____	_____	_____
4. Ability to work well with co-workers, supervisor	_____	_____	_____	_____
Attendance:				
5. Unexpectedly absent, excessive absences	_____	_____	_____	_____
6. Arrives late and/or leaves early	_____	_____	_____	_____
7. Absent during hours of duty	_____	_____	_____	_____
8. Leaves premises without manager's knowledge	_____	_____	_____	_____
Behavior:				
9. Erratic, unpredictable mood swings	_____	_____	_____	_____
10. Crying, agitated, or angry	_____	_____	_____	_____
11. Distracting, disruptive, disturbing, or offensive	_____	_____	_____	_____
12. Loss of interest, motivation in work	_____	_____	_____	_____
Safety:				
13. Violations of rules, safety procedures	_____	_____	_____	_____
14. In accident(s) without injury, property damage	_____	_____	_____	_____
15. In accident(s) with injury, property damage	_____	_____	_____	_____
16. Verbally threatening, aggressive, violent	_____	_____	_____	_____

Comments (Indicate any additional concerns and reason(s) for manager/mandatory referral, including relationship problems with co-workers, suspected substance abuse, positive drug tests, etc.): _____

Mutual of Omaha **eap.consultants@mutualofomaha.com**



REASONABLE SUSPICION

Manager, Supervisor, HR Consultation Process for Reasonable Suspicion for Drug and Alcohol Testings

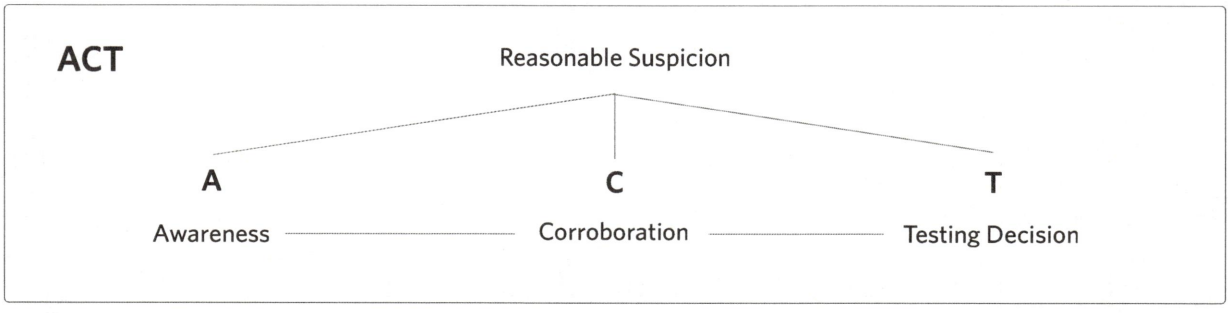
Your company is firmly committed to providing a workplace that supports and promotes the safety and health of its employees. Mutual of Omaha's Employee Assistance Program is available for management consultation throughout this process. The abuse of illegal or legal drugs, including alcohol, poses a hazard to employee safety and impacts service to customers through lower productivity and morale, increased absenteeism and a higher cost of doing business.

Except for properly used over-the-counter drugs and legally prescribed medications, companies typically prohibit an employee's use, purchase, transfer or possession of drugs, drug paraphernalia or alcohol on company premises or while on company time. In addition, most companies prohibit employees from being at work or on company premises while under the influence of drugs or alcohol, regardless of when or where the drugs or alcohol were taken.

"Reasonable Suspicion" Testing

Your company policy for alcohol and drug abuse may require that an employee who is suspected of violating the drug and alcohol abuse policy submit to a screening test and/or evaluation. Circumstances which may form the basis for such a test include, but are not limited to, the employee's behavior, past treatment by agreement with your company, a workplace accident, possession of alcohol or drugs, symptoms indicative of drug use, or other conduct indicative of drug or alcohol abuse.

The "Reasonable Suspicion" process starts when a manager has reason to believe that an employee has violated the company's written drug/alcohol abuse policy. As part of your company's team you are entrusted with the responsibility to ensure that a drug free, safe work environment exists for all employees. It is recommended that you review and know your company's policy for handling suspected drug/alcohol abuse to help prepare you to meet this responsibility. Your Human Resource representative and Mutual of Omaha's Employee Assistance Program professionals are available to aid, support and consult with you at any time during this process.



Supervisors, managers and HR consultants are asked to use their drug and alcohol training and their understanding of the signs and symptoms combined with an objective examination of the facts presented (including corroborating information from the suspected individual's work history) to establish "reasonable suspicion". Remember that it is critical to document information, facts and the process. **If it isn't documented, it wasn't done.**

Reasonable suspicion/supervisor action steps



Step 1. Awareness – "Hunch" or Gut-Level Feeling

A. Personal observation of employee actions
B. Third-person report of observed employee action
C. Rumor of employee action
D. Consult policy and procedure, EAP, HR consultants



Step 2. Corroboration of Observed Behavior

A. Work record
   PABS (Performance, Attendance, Behavior and Safety)
   1. Absenteeism
   2. Tardiness
   3. Work-related injuries
   4. Off-the-job activities (i.e., arrests for D.U.I.)
   5. Requests for salary advance
   6. Wage garnishment actions
   7. See the attached section entitled Performance, Attendance, Behavior & Safety
B. Use of another objective management source
   (management or Human Resources level to help confirm)
C. Validity/reason for third-party report
   Make sure to get an objective third-party opinion to help give validity to your "hunch," (i.e., does someone have an ax to grind?)
D. Confidentiality of information
E. Do you need to consult your policy and procedures and/or your human resources representative and Mutual of Omaha EAP?



Step 3. Testing Decision

Once the suspicions have been confirmed, the manager then meets with the suspected employee and requests that the employee comply with the company's established process for random drug screening. Throughout the entire process the two critical procedural steps are documentation and uniform implementation of the process. The need for accurate, timely documentation cannot be over emphasized and will make the confrontation phase much easier and cleaner. Be sure to have a current copy of the company drug policy available when confronting an employee. If the employee refuses to be tested, you should show the policy to the employee and and ask that they read the policy in your presence so that they clearly understand any consequences that may result from their refusal.

A. Timing depends upon suspected employee's job and acuteness of situation.

B. Refrain from conclusive accusations (i.e., labeling, "Drug Addict"). Attempt to respectfully address the employee's concerns. Reassure the employee that you are required to follow the outlined company policies.

C. Have another person present. Ask another manager or your Human Resources representative to be in the room with you when you talk with the employee.

D. Be direct. Tell the employee you are concerned and have reasonable suspicion that they have been using drugs or alcohol and are requesting their cooperation with a drug-screening test.

E. Answer any questions they have directly and accurately. If you do not have the answer to their question, let them know you will do your best to find out and get back to them as soon as possible. Do not let questions get you off course, however. Continue to move toward bringing the employee to the point of completing the drug-testing process. Employees often react to questions of a personal nature in a defensive style. Do not allow this to draw you off course, try to keep your affect calm and respectful. Assure them you are following company procedures.

F. If the employee appears upset, you may choose to remain with them until the drug-screening procedure can be initiated. Offering the option of calling EAP after drug-testing process is complete is also an option.

G. Consistently follow through with your company's established procedures for drug screening.

Remember: Documentation

A. Timely and ongoing
B. Document facts only
C. Treat documents and information confidentially
D. Review attached section on documentation procedures



Uniformity:

Consistency is extremely important to the documentation process. Uniform implementation of your company's drug and alcohol policy is paramount. If you have questions regarding policy development, Mutual of Omaha's EAP professionals are available to help.

Acute vs. investigative situations

Acute: (Need to act immediately)

- Employee appears confused, disorganized, incoherent
- Employee is stumbling, staggering, off-balance and cannot tell you why this is happening
- Employee is overly excitable, emotional, disruptive, possibly even violent
- Employee's behavior is extremely out of the ordinary for that individual and cannot be explained
- When impairment is evident, there is a safety risk for the employee and others and the employee cannot remain on the job. Even if you do not have any objective information regarding possible alcohol or drug use an employee displaying acute signs or symptoms should be immediately taken off duty until the situation can be further evaluated. (Use your discretion; most acute situations are overt, and common sense will tell you that you need to act quickly)
- When you combine the above examples with a "hunch" (physical signs such as smell, appearance, prior knowledge/history), you have reasonable suspicion to test the employee for drugs and/or alcohol

Investigative: (Action taken over a period of time)

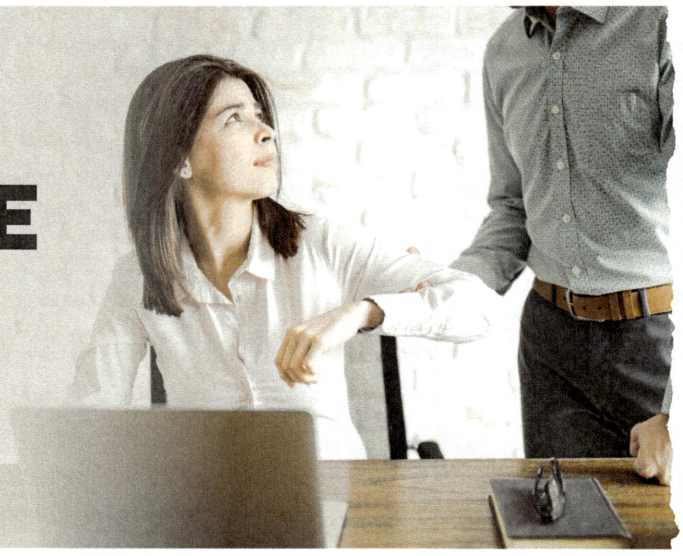
- You notice a pattern of absences beginning to develop
- Performance is declining (either rapidly or gradually)
- You begin to hear enough complaints about this employee to check into the situation
- Employee develops a change in attitude/mood that is not easily explained
- Employee becomes withdrawn, uncommunicative and avoids being around co-workers
- These situations would not necessarily warrant immediate action but do indicate that further investigation is appropriate and necessary

For those companies governed by the Department of Transportation regulations, we encourage review of those standards to ensure procedural compliance.

Additional resources

US Dept. of Transportation: Office of Drug and Alcohol Policy and Compliance
http://www.dot.gov/ost/dapc/

WORKPLACE VIOLENCE



Manager's Role in Preventing and Responding to Workplace Violence

As director, manager, supervisor, leader, foreman, boss, or whatever your title, you are employees' human link to your company. In good times and bad, employees look to you for leadership, guidance, and answers. You are a key component in establishing and maintaining a healthy, safe workplace. You are the eyes and ears of your company. Often, you will be aware of problems, potential problems, and employee concerns before others in the organization.

You are now being asked to think about and respond to workplace violence. Workplace violence is any act or threat of physical violence, harassment, intimidation, or other threatening, disruptive behaviors that occur at the worksite. There are five areas of knowledge that will help you develop your personal plan for preventing and responding to violence and the threat of violence.

The five "knows" are:

1. Know the **risk factors** for your industry, company, and employees
2. Know about the **"warning signs"** of potential violence
3. Know your **company's policies and procedures** about hostile behaviors, threats, and violence
4. Know what **resources are available** to you and your employees and know when to call on others for assistance
5. Know **how to respond** after traumatic events

Know the Risk Factors

Each year, hundreds of workers lose their lives due to workplace violence and thousands report assaults which resulted in injuries. Certain industries, especially healthcare, service providers and education are more prone to violence than others.

The National Institute for Occupational Safety and Health report that workplace violence falls into four categories: criminal intent, customer/client, worker-on-worker, and personal relationship, which overwhelmingly targets women. Every workplace has the potential for an assault in at least one of these four categories.

Types of Workplace Violence Defined:



Criminal intent:

The perpetrator has no legitimate business relationship to the workplace and usually enters the targeted workplace to commit a robbery or other criminal act.



Customer / client:

The perpetrator is either the recipient or the object of a service provided by the targeted workplace or the victim. They may be a current or former client, patient, customer, passenger, etc.



Co-worker:

The perpetrator has some employment-related involvement with the targeted workplace. Usually this involves an assault by a current or former employee, manager, or supervisor.



Personal Relationship

The perpetrator is someone who does not work at the company, however, has or is known to have had a personal relationship with the employee.

Remember

Regardless of the situation, the most important action is preserving your safety and the safety of your employees.

Know the Warning Signs

Experts with the Center for Personal Protection and Safety report that when survivors of workplace shootings committed by co-workers recall the incident, they often remember signs that something was wrong and that there are behaviors that, in hindsight, should have raised concerns.

These behaviors include:

- Disruptiveness, hostility, and aggression
- Exhibiting prolonged anger
- Holding grudges and blaming others
- Being hypersensitive to criticism
- Being preoccupied with violence, making inappropriate references to guns, or a fascination with weapons
- Statements, indicating desperation, over family, financial and other personal problems, to the point of contemplating suicide.
- Generally, any behavior to that makes employees uncomfortable or leaves them feeling intimated is cause for concern

None of the above behaviors should be ignored, as each is a clear sign that something is wrong. Managers who identify the problem and handle it appropriately may be able to prevent violence from occurring.

Know Your Company's Policies and Procedures

The New York State Department of Labor provides the following examples of employment situations that may pose higher risks of workplace violence:

- Duties that involve the exchange of money
- Delivery of passengers, goods, or services
- Working with unstable or volatile people in healthcare, social services, or criminal justice settings
- Working late at night or during early morning hours
- Working in high-crime areas
- Duties that involve guarding valuable property or possessions
- Working in community-based settings
- Working in a location with uncontrolled public access to the workplace

Certain industries are also considered high-risk for workplace violence:

- Healthcare and social services
- Taxi and for-hire drivers
- Late night retail establishments (gas stations, liquor, or convenience stores, etc.)

The prevention of workplace violence isn't a one-size-fits all plan that employers can download and begin implementing. Every employer will need a plan that is tailored to its' unique circumstances and considers company culture, physical layout, resources, management style and other factors. Become familiar with your company's policy on violence in the workplace and accompanying procedures for reporting, investigating and response measures.

Knowing how to report violent or potentially violent behaviors, and to whom, are among the most important components of a violence prevention program. Such reports must be confidential, non-retaliatory, reviewed and investigated by a response team who make appropriate recommendations for action.

Know What Resources are Available

Employees coming forward with reports of suspicious or threatening behavior are critical to an effective violence prevention program. Employers need to ensure that the internal culture supports such reporting. Employees need to feel confident that their reports will be taken seriously, that they can remain anonymous, if possible, and that leaders will take appropriate action.

When faced with a threatening or potentially threatening situation, you need to have some basic information before you can decide how to proceed. The standard reporting questions of who, what, when, where and how, usually give you enough information to know what to do next. If the danger is imminent, law enforcement must be notified immediately. But what do you do next if there isn't imminent danger?

When in doubt, consult. You can consult with your internal response team (if you have one), with Security (if you have it), with your EAP, Human Resource personnel, with your legal counsel, and with your supervisor. Your company should be working with these departments and agencies as part of the prevention plan before any violence occurs. **If there is concern or doubt in your mind, consult with the resources available to you.**

One of the critical decisions you and your team will need to make early on is whether the incident requires an administrative or criminal investigation. An administrative investigation does not exclude a criminal investigation and must not impede any further criminal prosecutions. Your role is to assist the person(s) doing the investigation while maintaining confidentiality and dignity for all employees involved. Your focus remains keeping the workplace operating safely and productively. Follow company policy and instructions about what information to share with employees at what time.

Know How to Respond Afterwards

Despite all your best efforts to prevent violence in the workplace, the worst happens, and you and your employees experience a violent, traumatic event. Everyone has responded to the initial crisis and appropriate authorities were called and have completed their tasks. How do you and your employees recover from this event so that no one suffers from long term effects, either personally or professionally?

It is important to understand the following about trauma:

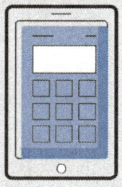
- Individual stress reactions vary
- Reactions should be considered a normal response to an actual or perceived threat to life
- Most employees recover within 24 hours to two weeks
- Employees recover quicker if they feel supported and genuinely cared about, by their employer

In 2003, the United States Office of Personnel Management published, A Manager's Guide: Traumatic Incidents at the Workplace. The Guide outlined nine general guidelines for traumatic events, which are still considered best practice, today.

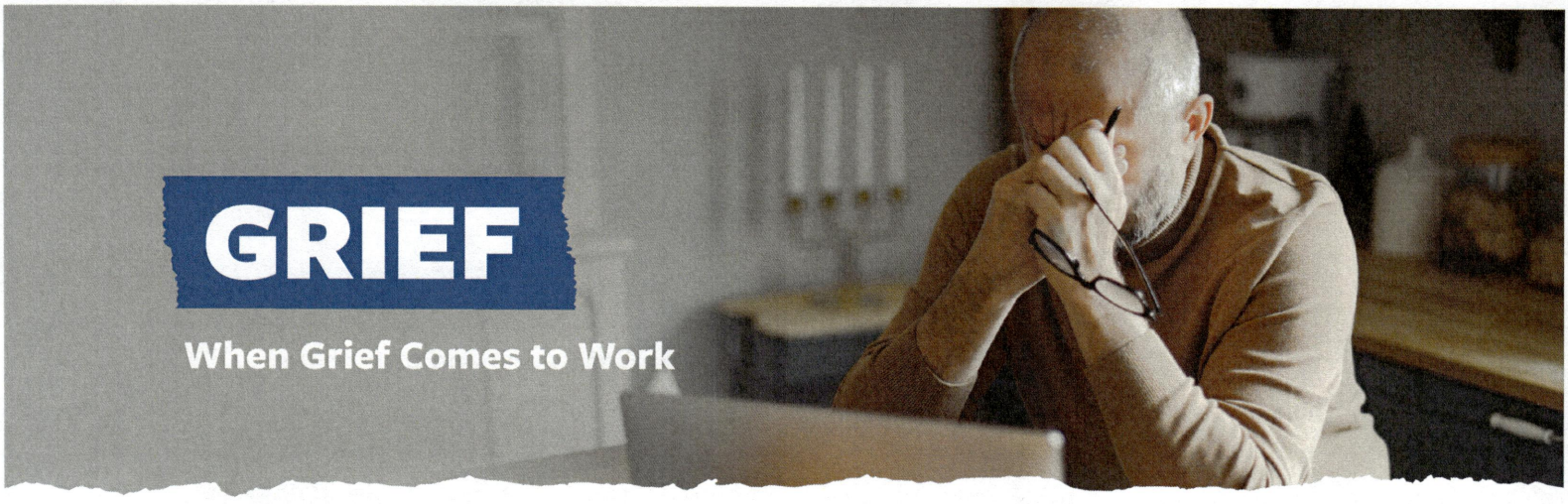
1. Stay firmly in charge by staying present with your employees. Be visible and take time to ask each one how they are doing.
2. Ask for support from higher management. Relief for deadlines, additional staff, flexibility with schedules and/or time off may help everyone return to normal functioning.
3. Express your feelings appropriately. This is no time to "keep it all in." You are modeling functioning despite strong feelings.

- Share information with your employees as soon as you have it available. Don't be afraid to say, "I don't know."
- Ask for support from your Employee Assistance Program (EAP). The EAP is available to offer consultation with management, professional counseling to those who wish it, and to provide debriefings to groups affected by trauma.
- Encourage the use of the EAP as a way of preserving health, not a sign of sickness.
- Encourage employees to talk about their experiences. Sharing their thoughts and feelings, in a safe place, is part of the healing process. Whether this is done formally or in the naturally occurring groups at work is not as important as your participation in the process.
- Build on the strengths of your group. Encourage them to help each other in whatever ways the group wants, which utilizes the organic healing power of the group
- Be aware of the healing value that work brings. The structure and stability of the daily routine can be comforting and reassuring after the disruption of traumatic events.

Different situations call for different responses. It is important to trust your ability to listen, assure and respond as needed. You not only have your own knowledge and strength to draw upon, but also all of your company's resources. Don't hesitate to use them.



If you have any questions or wish to explore this information further, please call 800-316-2796, option 4 and a consultant will be available to assist.



GRIEF

When Grief Comes to Work

The manager's role and response

Numerous research studies and articles highlight how important immediate managers are to the people who report to them. You are the face, the voice, and the heart of the company to your employees. This is especially true when an employee or a work group experiences grief.

Death and loss touch all of us, usually many times throughout our lives. Yet we may feel unprepared and uncomfortable when grief intrudes into our daily routines. The purpose of this article is to

1. Provide general information and knowledge about the grief process
2. Give you some tools and suggestions for supporting a grieving employee
3. Address the special needs of a work group when a co-worker dies

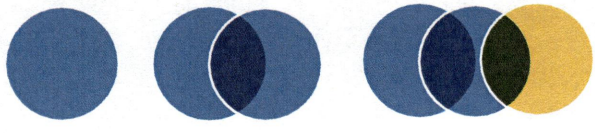
Elements of grief

What do we need to know about grief and mourning? The most important fact is that we will each experience grief in our own way and on our own time schedule. Various researchers and theorists have identified four to 12 stages, phases, or tasks of mourning. J.W. Worden's Four Tasks of Mourning form a solid foundation for understanding grief work. The tasks are:

1. Accept the reality of the loss
2. Experience and accept the emotions
3. Adjust to life without the loved ones
4. Invest emotional energy into a new and different life

All of these tasks will be accomplished to a greater or lesser degree while we go through our usual routines, including work.

Grieving is a complex process that is the natural and normal response to loss. It involves emotions, physical sensations, thoughts and behaviors. Imagine each of the thoughts, emotions, physical sensations and behaviors associated with grief as overlapping circles that appear and disappear at random. Sometimes you are in a peaceful center while at other times you are in the center of a whirling tornado.



Several factors affect how a loss is experienced. The impact of a loss depends on who died and what the relationship was to them. The death of an acquaintance may be experienced differently than the death of a spouse or a child. The cause of death also impacts our grief. An "expected" death as a result of old age or medical condition is very different than a traumatic death by accident, murder or suicide. Grief has been likened to a physical wound. How we heal from a wound depends on the nature of the wound, the extent of the damage, the medical assistance or support available and the health of the wounded. Mourning, our healing time from grief's wound, is subject to the same criteria.

Emotions, physical symptoms, behaviors, and thoughts

Emotionally, a bereaved person may feel many emotions or none at all. Commonly experienced emotions are sadness, anger, frustration, guilt, shock, numbness and, sometimes, relief. Frequently reported physical sensations include fatigue or weakness, shortness of breath, tightness in chest and dry mouth. Many men describe their feeling about loss in physical terms such as "stunned," "punched in the gut," and "crushed." Some of the observable behaviors of grief are loss of appetite, insomnia, withdrawing socially, crying, dreams or nightmares, calling out the deceased's name, and treasuring (or avoiding) mementos or memories of the deceased. Thoughts can be as repetitive as a gerbil on an exercise wheel or they can be "what if . . . " or "if only . . . " in nature. Some mourners will experience all of the above, some only a few. Others will have accomplished all four tasks by the end of the first year, or it may take many years to come to terms with their loss. Moving forward with your life does not mean forgetting the loved one.

Other experiences

The following are also frequently experienced by the bereaved. Hearing the voice or footsteps of the departed, or catching a glimpse of the loved one are common. These phenomena are the expression of our yearning for our loved one. Also common are feelings of spiritual emptiness or questioning of God or beliefs. Absent mindedness or preoccupation may cause you to be mistake or accident-prone. Be especially cautious with power tools, heavy equipment or driving. DO NOT engage in these activities while under the influence of your emotions.

Cultural influences on mourning

Every one of us is the composite product of many different cultures, even if we have lived in the same place with the same people all of our lives. Mourning, the outward, external, public expression of grief is determined by those cultures. These cultural influences guide our choices about how long we should grieve, what rituals, if any, are practiced, what our expectations of others and ourselves are and what behaviors are deemed appropriate. The following are some of the more common cultures and how they influence mourning.

Gender socialization is one of the biggest cultural influences on grief behaviors. Much of the early research and study of grief was based on the experiences of women who are more likely to "tend and befriend" each other in times of sorrow. Talking with supportive companions who may cry with you or hold your hand is a typical feminine response. Men, with cultural imperatives to be strong and in control of their emotions, are more likely to seek privacy, maybe with a trusted buddy or out of doors, for emotional processing. They are more disposed to taking action, with a need to be in motion and doing something, (e.g., pacing, taking charge, washing the car, etc.). The above are very general behaviors, and not all men and women behave in these ways.

Other cultural influences are religion, ethnic origins and affiliations, social class, educational background, geographic region, community or neighborhood, rural, urban or suburban. Each culture, or its absence, will contribute something to how an individual will mourn, how long they will mourn, and what expectations of themselves and others they will hold. As manager, you need to be aware of any cultural influences or differences that may impact your employees.

Manager's role with a bereaved employee

Benefits of returning to work

Your primary role is to create a caring, supportive, professional environment, regardless of the situation. A safe, predictable place is particularly important to a recently bereaved employee. Remember there are benefits to returning to the workplace.

Some of those benefits are:

1. It is a known, safe, supportive environment
2. It encourages the resumption of a regular daily routine. It provides a reason for getting out of bed and eating at mealtime
3. It allows a person to focus on something besides grief and their loss. It may even allow them to feel "normal" for a while
4. It provides a sense of accomplishment and reinforces positive self-esteem

Difficulties

At the same time, there are difficulties experienced by many bereaved employees. Grieving takes a huge amount of emotional energy and some are overwhelmed if work is added on top of the grief. They may need more time off than is usually allowed. Those who do return to work may be bothered by the symptoms of grief such as:

1. Having difficulty with concentration or memory
2. Feeling tired or fatigued much of the time
3. Feeling depressed, sad or tearful at unpredictable times
4. Being irritable or short tempered
5. Feeling guilty about not being as productive or cheerful, or receiving "special treatment"
6. Being on an emotional rollercoaster with ups and downs throughout the day (i.e., being okay one hour and not okay the next)

As manager, it is important that you acknowledge the employee's loss in a culturally sensitive way, such as with a sympathy note or card, flowers, or donation.

If possible, attend the funeral, or send a representative. Stay in touch with your employee; even if there is a best friend or someone else coordinating contacts with him/her, you still need to touch base.

Developing a return-to-work plan: necessary questions

You may be able to assist in developing a return-to-work plan. As you share and listen to your employee, you can gather information about what will work best for a smooth transition back to work. Some of the questions you will need answered are:

What are your company's policies and procedures for medical and bereavement leave? Learn about the Family Medical Leave Act (FMLA) and how it applies to your company

- What information does the employee want co-workers to have? Do they want to do the telling or do they want a spokesperson?
- Do they want to talk about their experience or do they want to focus on work, or both?
- Do they need private time at work or the ability to leave the work area if overcome with emotion?
- Do they need to adjust their work schedule or their workload temporarily?
- Do they need help with home life, childcare, meals, laundry, house work, transportation,understanding new finances – are there co-workers who would like to help?
- Who are the members of the natural healing groups in your work place? Enlist and encourage their participation
- Are you prepared for other group members experiencing a grief reaction of their own, who may be triggered by their co-worker's grief?
- How can you continue to increase your knowledge and understanding of grief? Do you have access to additional training, readings, internet, etc.?

Keep asking these questions throughout the transition period. It may be a month, two months, six months, or a year. Each person's mourning time is his or her own and is different for each. Keep listening to the answers — they will change over time. Expect the best from your employee and accept less than the best for a while.

Helpful responses for managers and co-workers



Offer specific help. Make meals, wash the car, polish shoes, watch children, walk pets (feed and water), answer the phone, buy stamps — anything that might make your friend and co-worker's life a little easier and let him/her know that you care.



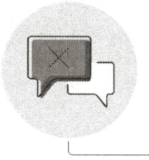
Say something about the death of the loved one. "I'm so sorry for your loss" is always appropriate. Share your feelings but don't compare your losses with theirs.



Listen within the limits of your time, energy, and work load. Be kind but be honest; we all know when someone is not actively listening to us.



Include the bereaved employee in social plans, even if you know they will decline. We all like to be asked and included. Sometimes a "good time" is just what is needed.



Respect privacy. Honor closed doors and quiet moments.



Expect tears.



Be aware that others may react to grief with grief work of their own.



Managers, thank your staff for all the extra work and effort.



Support other co-workers' efforts to help. This could be a team-building opportunity.



Expect the best from grieving employees, and accept less than the best for a while.

Group grief when a co-worker dies

All of the above applies, plus the following as you and all the work group are all affected when someone in the group dies. As with other deaths, how the death occurred and the relationship each of you had with the deceased determine the impact. It also will affect the work routines.

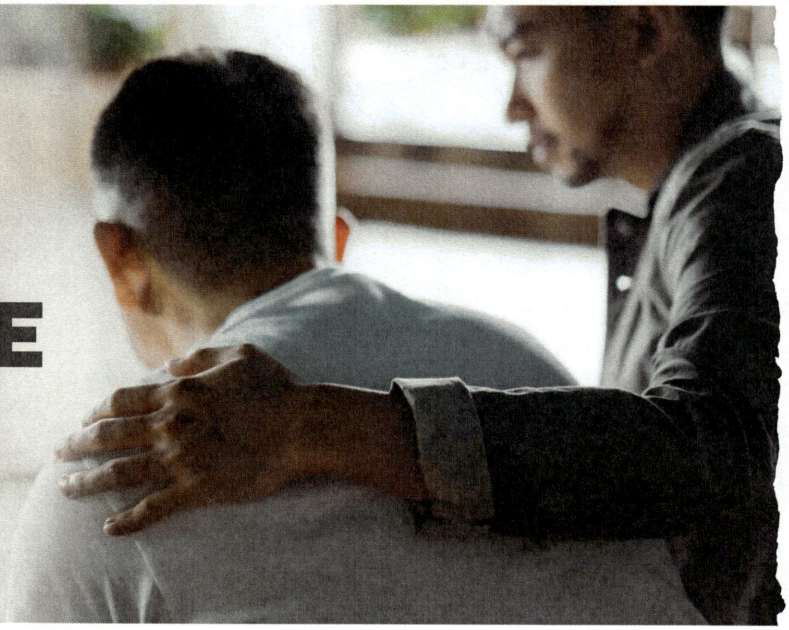
- Call an informal meeting of the work group when you have been notified. Give the group whatever information you have and encourage talking about the feelings and that it is normal and natural to grieve. Talking about the deceased is often helpful. Allow natural healing groups to process the event and their concerns with each other and be available to respond to questions. Share your thoughts and feelings with group members.
- Attending the funeral can be a comfort to the family as well as a way of honoring the co-worker. If possible, arrange for time off so that all the work group can attend if they wish.
- Encourage some kind of group remembrance such as a donation to a special charity or project, memorial bulletin board, memory book to be given to the surviving family, etc. Allow and encourage the friends and co-workers of the deceased to take the lead in planning and implementing the work group response.
- Be sensitive with personal effects. If the family wants to keep them, be sure to deliver them personally. If the family wants you to dispose of them, wait a few months before taking action; they may change their mind.
- Monitor the group's response to the person hired to fill the vacant position created by the death. Sometimes the new hire receives the anger that has not been expressed by the remaining co-workers. Talk about this before the new hire's first day.

Remind your group that there are resources available to them if they are struggling with their grief. In the case of a sudden, traumatic death, you may want to consult with your EAP about a group debriefing to give everyone a chance to process thoughts and feelings about the death. Your EAP is always available to you and your employees to consult about these issues.

Grieving is a necessity, not a weakness. It is how we heal and move forward. Asking for help reflects your decision to work through the grief. Call **800-316-2796**, option 4 to speak with one of our EAP Consultants.

CRISIS RESPONSE

CISM Services



Mutual of Omaha's Employee Assistance Program professionals will provide directly or coordinate and facilitate the provision of workplace Critical Incident Stress Management (CISM) services. A critical incident is a sudden, unexpected event or series of events that exceeds the bounds of what normally happens to people, overwhelms the coping skills of an individual or group, and requires a mobilized response. Critical incidents include natural events (e.g., earthquakes or tornadoes) as well as man-made events, such as homicides, robberies, or deaths in the workplace.

The goal of CISM services is to mitigate traumatic stress in the workplace and facilitate long-term recovery of effected individuals. EAP covered CISM services are usually limited to employees. Your company's Comprehensive plan with Mutual of Omaha, covers a set number of hours per calendar year for trainings and/or CISM services at no additional cost. Additional hours can be purchased on a fee for service basis.

Requests for CISM that are provided by the EAP include the following:

- Initial assessment with an EAP Consultant to assist identifying the most appropriate level of response
- Critical Incident Stress Management — group meetings designed to reduce the impact of the event and accelerate the recovery of staff. Usually, these services occur within 2 to 4 days o the incident. CISM services can be provided on-site or virtually.
- Follow-up services, (if indicated) will be proved by the EAP in consultation with management.

Crisis response services are designed to foster the resilience of your company and affected employees. To discuss further, please call **800-316-2796**, option 4 to speak with a consultant.

EAP resources



Mutual of Omaha EAP Contact:

eap.consultants@mutualofomaha.com

800-316-2796 (Select option 4)



Mutual of Omaha EAP Web Resources:

www.mutualofomaha.com/eap

www.mutualofomaha.com/eap/resources.html



US Dept. of Transportation:

Office of Drug and Alcohol Policy and Compliance

http://www.dot.gov/ost/dapc/



Notes



Notes

We empower our customers to make meaningful changes resulting in a healthier, more productive workforce.

800-316-2796

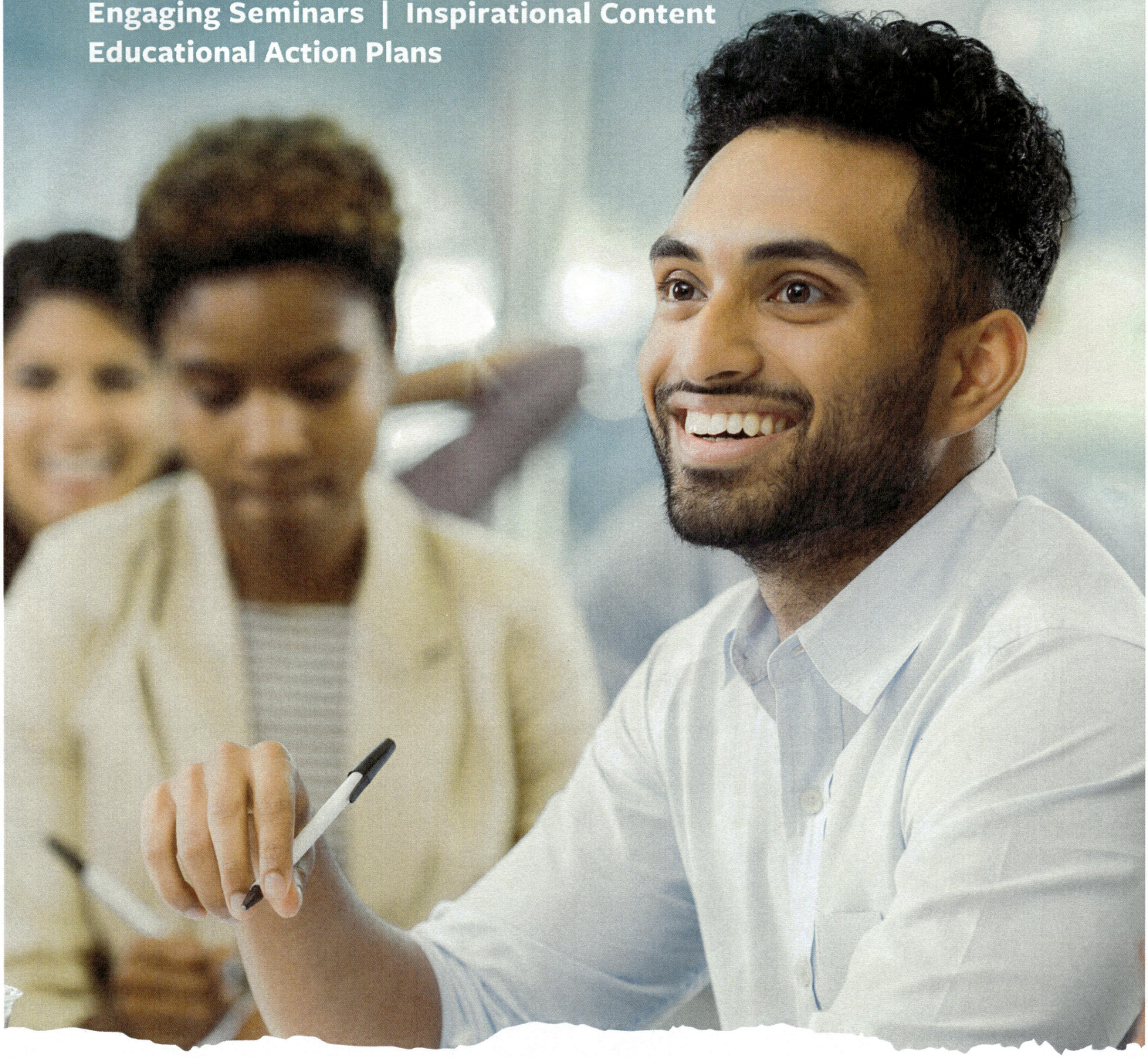
https://www.mutualofomaha.com/eap/

Mutual of Omaha

EMPLOYEE ASSISTANCE

2025 SEMINAR TRAINING CATALOG

Engaging Seminars | Inspirational Content
Educational Action Plans



Our mission is to empower our customers to make meaningful changes, resulting in a healthier, more productive workforce.

Mutual of Omaha

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Catalog of Seminars 2025

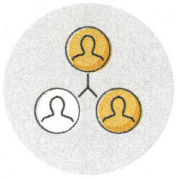
What We Do:

We are a full-service corporate training firm providing interactive, motivational seminars on a broad spectrum of topics. BLI has helped countless employees productively handle the stress of balancing life and work in a complex world. Our programs promote learning new skills to assist participants in embracing the challenges of change and life's issues.



Employee Seminars, Executive Training & Special Programs:

BLI's award-winning trainers understand the ever-changing workplace needs of today's employees and employers who are trying to balance a wide variety of life and work-related issues. We have developed specialized programs to address these important issues, including managing stress, balancing work and family life, emotional intelligence, health and wellness, household budgeting, organizational change, team building, leadership skills, workplace effectiveness, parenting issues and caring for elders.



Our Speakers & Trainers:

Throughout the United States, Balancing Life's Issues, Inc.'s diverse, highly skilled speakers are informed, engaging professionals who are experts in their respective fields and bring a multitude of talents, interests and experiences to the seminars. They work closely with each client to deliver training programs that will maximize learning and retention. Numerous employees have benefited from their years of knowledge as well as from the innovative programs designed to motivate and drive individuals and organizations forward.



Delivery & Customization:

Each seminar is conducted by one of our engaging and experienced trainers from our extensive network. Training can be delivered virtually, via webinar or teleconference.

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Science of Goal Setting
Shifting Priorities: Being Your Best on a Shift Schedule



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Stress Management for High Burnout Professions
Stress Management for Managers
Stress Management for the New Professional
Substance Abuse for Managers
Success
Successful Hybrid Work Practices
Succession Planning
Suicide Awareness and Prevention for Managers
Suicide Prevention
Surviving Mergers and Acquisitions
Survivor's Guide to Downsizing
Taming Tech
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The New Resume
The Power of Persuasion: How to Influence Others
Thinking Traps
Trust
Unconscious Bias
Understanding Personality Types
Working with Children Home
Working with Millennials
Workplace Trauma — For Managers
You're Promoted! The New Manager

Community

Active Shooter

This presentation focuses on what to do as an organization, to plan and rehearse in the event of an active shooter. In addition, it shares specific actions someone should take if involved in a real-life shooting event.

Community and Giving Back: Leaving Our Footprints

Fewer things in life give us more joy than helping others. It is a feeling that provides us with purpose and meaning. But the journey to finding and participating in service can be daunting and intimidating. Sometimes it's easier to find reasons not to do anything than to do something at all. In this training you will learn the mental and physical benefits of service along with tips on how to overcome your fears to help you find purpose and get involved.

Cults: Understanding and Deprogramming

The word 'cult' may likely remind you of names and events from long ago. However, the reality is that cults are still with us today and remain as powerful and dangerous as days gone by. This training will help you understand cults, recognize their tactics and understand how you can help loved ones break free from the stranglehold of their grip.

Cultural Myths in Media: Fact or Fiction

In our culture, pictures have become tools used to introduce planned emotional reactions in the people who see them. This goes for news/media outlets as well. In today's world of blogs and online media, it is important to learn how to be a critical viewer in order to differentiate what is true and what is fallacy. Participants will learn why these myths matter and how they can greatly impact and construct our views.

Decreasing Violence on College Campuses

As parents, we want our children to thrive during their college years; to be challenged academically, to enjoy their new surroundings, to make new friends and successfully step into the new, young adult phase of their lives. Understanding the facts about violence on campus, learning how to talk with your young adult about these issues and becoming aware of available resources are important first steps to help protect your children.

Disaster Preparedness

In all situations, basic knowledge and preparation is the key to survival and recovery. We will talk about people and pets, as well as how you can prepare everything from documents to home protection and what you need to have ready to go so you can prepare with your family.

Final Arrangements: Honoring, Remembering, and Celebrating a Life

In this session, we will explore the grieving process and provide guidance on navigating the difficult journey of losing a loved one. Participants will learn how to initiate proactive conversations about end-of-life wishes, making funeral planning more manageable and respectful of final desires. The session will also cover caregivers' rights, important considerations when making final arrangements, managing personal grief, and available support for post-bereavement care. By the end, you'll feel more prepared to honor your loved ones and care for yourself through the process.

First Responders: Focus on Wellness

Supporting first responders requires specialized knowledge and skills, as their high-stress, trauma-filled work can deeply impact their well-being, both on the job and at home. This discussion-based session will explore key insights into the unique challenges faced by first responders and healthcare workers, offering practical tools and strategies to address their mental, emotional, and physical wellness. Join us to learn how we can better support these vital professionals and help them maintain resilience in the face of extraordinary pressures.

How Safe Are You?

We live in a world where personal safety is an issue that cannot be ignored. This class covers some basic steps we can all take to be safer in our surroundings, including best practices and options for making yourself safer as well as changes we can make in our personal behavior to reduce the risk of becoming a victim.

Power of Volunteering

This class explores why volunteering benefits both individuals and organizations. Physical, intellectual and emotional benefits of volunteering are discussed in depth. Participants will gain a deeper understanding of both the personal and professional benefits of volunteering.

The Truth About Hate Crimes

Learning about the history and the definition of the term 'hate crimes' is critical to our understanding of what is happening in our world. In this course, we will discuss the rise of hate crimes against specific communities, such as Asian-Americans, along with ways to get involved and support those who are disproportionately affected.

Values Conversations around JEDIBA

JEDIBA: Justice, Equity, Diversity, Inclusion, Belonging, Access. Several years after the tragic murder of George Floyd, the conversation around diversity, equity, and inclusion remains essential for employees, managers, and leaders alike. In this seminar, we will focus on the vital role of justice, belonging and access in fostering a truly inclusive and equitable workplace. We'll explore how these elements are integral to a thriving diversity program and discuss actionable strategies for creating lasting, meaningful change.

What You Need to Know About Demonstrations

This presentation will provide participants with history and background of political demonstrations and demonstrators. Join this interactive session to discuss the psychology of protests, the different methods of assembling, why protests do not always remain peaceful, and strategies to explain these sensitive topics to children.

Family & Friends

Becoming a Pet Parent

Have you been considering pet adoption? This seminar offers valuable information to prospective pet parents, with topics ranging from selecting the right type of pet for your family, to expenses associated with pet care and the differences between pet stores and animal shelters. Attendees will also be provided with numerous topics for further research, to aid in their pet adoption journey.

Best Practices for Supporting Others

This seminar will allow participants to discuss the basic techniques for providing help and support to others. Participants will learn how they can provide support without taking on the role of a counselor/therapist and leave with real life strategies they can use to help listen and support their loved ones.

Caregiving

Nearly one out of three Americans is currently providing care for a family member. This class will cover the issues of self-care, how to assess your family's needs and how to maintain balance within your life. We will also discuss common emotions caregivers may experience as well as special situations caregivers may face.

Children and Divorce

This class will discuss many issues that can occur for children during a divorce. Topics will include how to break the news to your children, how you can reassure them and help them cope with issues of self-blame. We will look at the basic needs of children during this time, including how you can help your children effectively communicate and achieve continuity, while living in multiple homes.

Children and Stress

Stress impacts children as young as seven years old, which can stop them from having a happier and more balanced childhood. This workshop outlines the causes, signs and red flags of stress among children and when parents should seek additional guidance. We will discuss the symptoms of stress in children along with techniques that will help children on an everyday basis.

Dealing with Change for Families

Change is inevitable in life; however, for some, changes can be harder to adapt to than for others. This seminar will equip participants with the tools they will need to successfully navigate change together as a family. In this seminar, we will discuss what big or small changes are going on in participants' lives and address what is needed to work through these changes as a family. Children, partners, spouses and friends will all be addressed in this seminar.

Don't Forget Your Social Life!

Are you working your life away six days a week, or 12 hours a day? Don't forget that it's important from time-to-time to close that mental office door, kick back for some leisure and fun and remember that stress reduction activities are an essential part of life. Make time for your favorite hobbies, as well as the people who are important to you. This seminar is all about balancing your job with your social life.

Elder Care

It's not uncommon for one family member to be the sole caregiver for an older relative. This seminar will teach participants how to create a family approach to caregiving. We will discuss how family dynamics and family history impact a family's ability to work together as caregivers. Participants will learn strategies for problem-solving and managing conflicts with siblings and other family members.

Family & Friend Guide to PTS

We hear a lot about Post Traumatic Stress (PTS), but it can often be confusing for family and friends to support their loved ones who live with it every day. This training addresses what PTS is, in layman's terms, and how it can develop. Even more important, this seminar will cover how we can support our loved ones who are dealing with PTS symptoms and the sometimes frustrating situations it can create.

Fatherhood: A Day in the Life

This journey we call life has plenty of plot twists along the way. Becoming a father is toward the top of this great story. You are your son's first superhero and your daughter's first love. In this seminar, we will talk about how to prepare for the changes, balance your priorities and establish a routine.

Grief, Dying and Death

This is meant to be a thoughtful and compassionate seminar that helps people talk and deal with a topic that's not often discussed. For many of us, this can be a very confusing time in our lives when we lose someone close to us and we don't have a lot of experience with it. This is a session where people can share, explore and educate themselves on ways of coping with their grief.

Handling a Family Crisis

For those who may be going through a family crisis or simply want to prepare, this class will cover how to manage expectations and guilt. Learn how to cope with financial challenges and what to expect during transition times. This class can also be geared toward managers supporting employees going through a family crisis.

Helping our Children Achieve Their Dreams

During this seminar, participants will gain the knowledge to help empower our children with the tools to turn their dreams into realities. We will focus on the importance of fostering a supportive and non-judgmental environment. This presentation will aid parents in the transition to becoming their child's coach, to help them achieve their dreams.

Helping Troubled Teens

This seminar will cover the facts of what it is like for a teen to live with a mental illness. We will discuss signs and symptoms, when a parent should be worried and how to get help. We will give suggestions on what you can do as a parent, to help your child.

Is High School Enough? The New Age

Today, most Americans believe that a college education has taken on the position that a high school education once had; a college degree is now a necessary ingredient for a good job and a way to live a comfortable lifestyle. In this seminar, we will go over the important life skills and responsibilities one gains in college, along with how to determine if the expense is worth it. Do you have a plan for your child or children? We will also go over goal setting at an early age, and how to create a plan for your child.

Keeping Your Aging Loved Ones Safe

We all want to be safe and enjoy our life to the fullest extend as we age. For that to happen, both caregivers and seniors need to be well-informed on basic safety procedures. This seminar will introduce six areas of safety procedures, with resources and tips that seniors and caregivers can use to stay as safe as possible throughout the years. (This program is available in two parts with each covering three areas, or as one combined presentation.)



Managing Fear and Anxiety in Children

During this presentation, we will discuss some important tactics to help children, throughout all age groups, deal with anxiety and fear. Parents will learn that our own fears and anxieties must be handled in order to provide proper support to our children. After completing this training, participants will be able to help their children cope with their anxieties through compassion, structure, and flexibility.

Managing the Holiday Season

While the holiday season can be filled with celebrations and family gatherings, it can also bring stress, sadness and feel overwhelming. In this seminar, we'll explore common sources of holiday stress and provide practical strategies for managing your emotions, time, relationships and finances. You'll also gain tips for staying organized, handling holiday demands and reflecting on the role of traditions in your life. Join us to discover how to strike a balance and find more peace and joy during the holiday season.

Navigating Decisions as a Family

Sometimes there is no choice. Sometimes decisions are made quickly and we need to learn the tools to communicate these choices effectively to our children and families. In this seminar, we will address the questions you may have regarding family decisions and how to navigate them with as little stress as possible. We will address different decisions you may be facing, concerns you may have and how your decisions will affect the entire family. People may be at different places, but the process should be about the same. This seminar will provide you with the tools you will need to navigate decisions as a family.

Prolonged Grief

The trauma of the pandemic has transformed how we recognize and process grief, as evidenced by prolonged grief being added to the DSM-V. Participants will learn the definition of prolonged grief, how it affects us cognitively, emotionally, and physically, and best practices to cope. This interactive session will provide participants with treatment options and resources to support our loved ones during challenging times.

Raising Diversity In Your Home

This is an opportunity for all parents/caregivers to learn how to effectively communicate on the diversities in the world today. We all come in different shapes and sizes, and we have different backgrounds, beliefs and abilities, that reflect on where we come from. You will learn how to talk about dealing with stereotypes and how to set a positive example for your kids.

Relationships

The definition of a good relationship is personal, but in many cases, it is shaped by a supportive partnership that fosters growth by each of the individuals. This class will include interactive and lively discussions on the misconceptions of relationships, the meaning of fulfillment, the importance of communication and the real definition of happiness.

Screen Guide

In today's digital world, many parents are conflicted on when and how often to let their children use their screens. We will discuss age limits and recommend some of the apps/websites that have been approved, so parents can safely set limits. Setting limits often brings many challenges and we will delve into how to tell our children why guidelines are necessary.

Surviving and Thriving Through Divorce

This seminar provides helpful and practical information for those experiencing all stages of a divorce or separation, including an overview of the divorce process, litigation versus mediation, coping skills and tips on surviving the emotional toll of separation or divorce.

The Sandwich Generation

Most employees today will face having to take care of an elderly relative while they are still taking care of their own families. This is known as the "Sandwich Generation." This class will discuss how to collect information, communicate with family members and be proactive about planning for the care of your aging parents/relatives.

Today's Family: Challenges and Changes

Whether you have a traditional family or a single-parent household, all families face many of the same challenges. Parenting is still one of the toughest jobs we have. This class looks at the history of families and offers some best practices for how to keep the dynamic healthy, including some fun things families can do together. This class is meant to be discussion based.

Too Much Gaming

Gaming Addiction is a newly named disorder that can affect your life the same as a substance addiction. In this program, we will discuss the difference between playing games and having an addiction to games, and learning how to spot the disorder. Treatment options will also be discussed so those affected are able to get the help they need.

Financial

401(k) Savings Fundamentals

The goal of this class is to provide you with a fundamental understanding of retirement savings and why it is so important to start saving now. Learning how to invest in 401(k) savings plans will not be such a daunting problem once you learn the fundamentals. By starting early in a plan, you will have the advantages of building up wealth accumulation for retirement. Finally, we will provide you with information on resources to support your investment planning.

Advance Directives

There are so many issues in life that you can't prepare for, but advance directives, just as the name implies, helps you plan for directives that you want done in the future. This class will define advance directives and identify their benefits. Participants will learn about living wills and durable powers of attorney for health care. We will also identify strategies for communicating with older relatives about the need for advance directives as well as resources that can help you complete them.

Advanced Tools and Techniques for the Fully Funded 401(k)

This class will introduce participants on how to best manipulate their current 401(k) holdings to reduce future taxes, expand their legacy to family, and coordinate IRAs with this 401(k) tool. We will discuss tax advantages (i.e. NUA technique), stock options in company plans, applicability of a Roth IRA when deciding on income sources, the opportunity of 'in service' withdrawals, and additional deductible investment tools to manage risk as you get older.

Basic Banking and Banking Tips

Learn the different aspects of banking, banking products, services and procedures, and their effect on managing your money. In this class, we will understand the role a bank has in the creation of money supply, the importance of maintaining a healthy cost-to-income ratio and the basic concepts of accounting, such as assets, liabilities, debits and credits. Participants will also learn to balance multiple accounts and understand the difference between mutual funds and CDs.

Building Good Credit and Improving Your Credit Score

Your credit score is very important. In this seminar, we will motivate and reassure participants with low credit scores, that there are ways to make it better. We will explain how the FICO system works, what you should and should not do, and how you can use this information to improve your credit score.

Car Buying: New or Used, Buy or Lease?

Deciding to either pay for a new car or lease a used one for the very first time, can be a tough financial decision. There is a lot to understand when it comes to this type of purchase. Weighing options between different leasing fees or large down payments for purchase is a lot to figure out on your own. This seminar will help you learn what the best decision for you might be, when it comes to this significant purchase.

College Tuition: Understanding Financial Aid

Financial aid is an umbrella term that includes many different types of grants, loans and other methods of assistance to pay tuition. This seminar helps parents understand the college financial aid process, which can make a high tuition college more affordable than you imagined. Participants learn how to apply as well as how to understand what the financial aid package means to the financial lives of them and their child.

Eldercare — Financial Planning

Many of us help our older relatives with their finances and this seminar will guide you through that process. This seminar will give you an opportunity to create a budget to cover the basics of social security, Medicare, while respecting the wants and needs of your loved ones. You will also learn some warning signs that your loved ones may need extra help, as well as scams and pitfalls to be aware of, that have affected seniors.

Estate Planning

This seminar does not offer legal advice but does explain the documentation needed for estate planning. You will learn the terms for will-planning, guardianships and trusts, and review the pros and cons of various options.

Financial (cont.)

Estate Planning — Ramifications of Your Employee Benefits Package

This class will help older employees understand how the benefits they earned during their employment years will impact their lives to come. Conversations will include group life insurance, pensions, long-term care, deferred compensation, income with respect to a descendent (IRD), and even frequent flyer miles. All of these have tax and planning ramifications post-employment for employees and their families. Lost opportunities such as net unrealized appreciation (NUA) to lower taxes on company stock, use of trusts, the differences of IRA and 401(k) as well as other qualified plans at death or disability, will also be addressed.

Financial Fitness

Even smart people with good jobs and high-paying compensation can find themselves in financial problems. This includes cash flow and debt issues that can be a daily distraction and make for 'bad' corporate and personal behavior. This course will address the personal impact of financial inaction, the effect on family, and some of the simple and small steps necessary to initiate significant change.

Financial Planning for Higher Education

College is expensive, and figuring out a way to afford it can be overwhelming. In this session, we will make it easier for you to anticipate the challenges and prepare for the funding of college. Participants will learn about a variety of options to help cover the cost of college, including 529 savings plans, loans, scholarships and different types of financial aid. We will also cover things to consider when selecting a college.

Financial Wellness and Moving Forward

As more time passes, we reflect on what we experienced in the year 2020 and use it to move forward in a positive direction. In this course, participants will explore the positive steps everyone can take to better their finances, health and interpersonal relationships and how these three areas are interrelated. In doing this, participants will understand how to improve their situation both this year and beyond, through the applications of best practices.

Holiday Budgeting

We may have our finances under control during the year, but holidays can seriously send spending out of control. This class will help you avoid waking up on January 2 thinking, "how could I have spent that much!?" This motivational class teaches a skill set to keep the holidays in balance, financially.

Home Buying: The Best Investment

In today's economy, there are few investments that offer as good of a return than a home. In this seminar, we will explain the process of buying a home and the preparation that's necessary for such a major, long-term investment. We will cover terminology and provide you with resources so you can make informed decisions when buying a home.

How Financial Stress Affects the Workplace

The past years have proven that financial stress is here to stay, and sometimes it can spill over into other areas like work performance. By examining the stressors, participants will begin to take charge of financial aspects of their lives that can improve their workplace experience.

Identity Theft Protection and Self-Help

Identity theft has become a fact of life for many Americans. This class reviews how it occurs, how it can be prevented, as well as how to recognize some of the red flags. A checklist and resources to prevent, protect and recover are provided to participants, including actionable steps to take if it happens to you.

Importance of Having a Will

You work hard for your money and you should make sure that it, and your other assets, end up where you want after your death. There is much confusion about what you need to do to preserve your wealth and intentions, and in this class, participants will leave understanding the components and alternatives to their choices.

Investment Basics

This class will help participants understand the difference between saving and investing. We will discuss how to identify your investment goals, learn how to create a mix of investments, identify key points to investing and develop a plan to get you started.

Living Off Your Paycheck

Common sense, no-nonsense advice for making ends meet. This seminar will cover goal setting and how your money beliefs can affect the way you save and spend. We will discuss how to reduce debt, learn the difference between "meat and gravy" and consider how to increase your wealth.

Managing a Budget for The First Time

Your first big job comes with your first big paycheck. But it also comes with the tough questions about what you're going to use this hard-earned cash for. Taking time to devise a plan can be a critical part of the process. This class will help you to create a good budgeting plan by analyzing your income and expenses.

Managing Your Money in Tough Times

For years, we have heard that if you follow sound financial practices and stick to a plan with a solid foundation, you will come out ahead. Financial times today have changed not only the rules, but also, how we need to react. In this session, we will give you new ways to think and new actions to implement to not only help you survive tough financial times, but actually come out even, or potentially ahead.

Mind Over Money

This class examines your personal history with money and how money effects emotions. This includes healthy vs. unhealthy attitudes and best practices in dealing with money decisions.

Money Attitudes

This class takes a deeper dive into the newer field of Financial Psychology and Financial Therapy. The topics covered include: money scripts, mindset vs. skillset, financial beliefs, and the partner/spouse dynamic, with tips to overcoming each.

Money Basics

In this class, we will discuss spending and saving money. Information will include various types of credit, like secured and unsecured cards, as well as information on credit scores, their importance and how to manage bill paying.

Personal Finance Boot Camp

This comprehensive three-hour program (which can be offered in three, one-hour sessions) puts all the pieces of the financial puzzle together in terms anyone can understand. It gives participants the knowledge and tools to move forward to relieve financial stressors created by lack of knowledge and confusion. With tools in hand, participants will leave with their own priorities on personal finances to make smart decisions throughout their lifetime.



Planning a Financial Future

Preparing for the future means being financially savvy in wealth, savings, investments, and even in times of emergencies. Yet too many of us are not saving like we should. In this class, we will talk about some typical roadblocks to saving and how we can deal with them.

Social Security Retirement Planning

There are many aspects to social security that employees should be made aware of well before retirement age. Due to deadlines for applying, planning and understanding how these benefits work is very important. This class reviews what people need to know and when they need to act so that they can include social security retirement in their financial plan.

Take Control of Your Finances

For many individuals and families, dealing with finances can be challenging. If you get to the end of the month and feel like money has control over every aspect of your life, then this session is for you. You will learn the basic skills to be able to take control of your finances. You will also learn how to communicate about your finances and develop a plan to achieve your financial goals.

Tax Tips

This class will help you understand the secrets of reducing your taxable income, how to break down the federal tax reporting system and how to remove the mystery behind the ever-elusive tax return You discover simple changes to make regarding deductions and exemptions, and learn the four tax-saving strategies to help reduce your taxable income.

Healthy Living

Teaching Our Children About Money

Surveys repeatedly show that many teenagers do not understand even basic financial concepts. This class will determine how we look at and communicate our money values so we can effectively teach our children. We will discuss parental attitudes toward allowances and working, as well as how to set goals and create spending and saving strategies.

A Balanced Retirement Life

The goal of this seminar is to help people ask the right questions so that they can make decisions that are appropriate for their retirement. We will cover the issues to consider for future planning and help you evaluate your current road map. Our goal is to focus on the positive aspects of retirement — not just the challenges.

Addiction

This seminar will cover it all, including what defines an addiction, how does someone become addicted and what are the signs of addiction that we need to look for? If you or someone in your life is dealing with addiction, this seminar will help you understand the symptoms, components, and even the myths surrounding the disease. It will also end with tips and steps on the recovery process.

Alcohol and Substance Abuse

This class will address the basics of alcohol and substance abuse. We will look at how to identify if someone has a problem, the difference between substance abuse and dependence, how drugs affect the body, along with common family and social problems that arise from substance abuse and how to get help.

All You Need to Know About Cholesterol

In this program, participants will explore the complex role of cholesterol. They'll examine the role it plays in nutrition and health and learn about the numbers that indicate good cholesterol levels. There will be an opportunity to discuss the various types of fats that contribute to good and bad cholesterol numbers. Additionally, diet suggestions will be offered.

Alternative Medicine: Fact or Fiction

Learn the basics of the most commonly utilized alternative healing arts, including chiropractic, homeopathy, herbal and Chinese medicines, naturopathy, acupuncture and therapeutic massage. See how these healing modalities can contribute to and enhance your overall health and wellness.

Alzheimer's and Dementia

This is not a medical class about what Alzheimer's is — it's a seminar about lifestyle and caring for those living with Alzheimer's. You will learn that it is possible to prevent Alzheimer's symptoms by living a brain-healthy lifestyle. We will talk through and suggest the steps you can take to slow down, or possibly reverse, the process of deterioration that the disease can have.

Be Positive

Although not everyone believes in the power of positive thinking, it is a field that has been utilized by countries around the world, for centuries. Today, scientists understand why the attitudinal approach — positive versus negative energy, dramatically impacts us, as well as our relationships with others. In this class, we will discuss our ability to benefit from the power of positive thinking by making changes to our thought process and perspective.

Bicycle Safety

This seminar will provide you all the information you need from bike maintenance to road safety, so that you can enjoy the ride!

Body Image

Do you ever catch yourself looking in the mirror and become judgmental, self-critical or ashamed? Unfortunately, we are probably all guilty of it from time to time, but if your body image is something you find yourself struggling with on a daily basis, then this seminar can help. We will guide you through tips and tools to overcome your image issues and help you love your body exactly the way you are!

Breast Cancer Awareness

The purpose of this seminar is to educate and empower participants regarding breast cancer. (Breast self-exam demonstrations can be added). This seminar is for informational purposes only. It is not intended to give medical advice, diagnose or make treatment recommendations.

Cafeteria Shopping

For many people, trying to eat healthy during the workday seems unachievable. This workshop will lead you through the typical cafeteria choices to help you create a personal "shopping list" of foods for better health.

Clean Living

Clean living is all about cleaning out the toxins in your life. This is a mind/body approach to living a clean and healthy lifestyle. We will discuss what adds toxins to your mind and body and how to eliminate them for good. Some aspects of this seminar will discuss how we can establish a healthier way of eating through whole, real, nutrient-rich food. We'll also look at how eliminating the processed food, that is a normal part of most people's diets, can help support a clean living lifestyle. We will discuss toxic products we use in the home, vitamins and supplements and many more areas during this seminar.

Colorectal Cancer Screening

To beat colorectal cancer, it is paramount that the disease is detected as early as possible, which is why colon cancer screening is so important. This presentation discusses symptoms, tests, treatments, and prevention.

Compassion Fatigue

For many of us, our day-to-day jobs are not only physically exhausting, but also mentally exhausting. The class will guide you through what compassion fatigue is, the signs and symptoms and real-life strategies to combat the exhaustion in our everyday lives.

Creating an Annual Well-Being Plan

Ready to crush your well-being goals without burning out by February? In this session, we'll walk you through 12 game-changing habits that will boost your physical, mental, and emotional health all year long. You'll get to pick the ones that fit your lifestyle, and we'll even throw in some resources to help you stay on track (because we know life happens). By the end, you'll be ready to tackle your well-being plan like a pro and enjoy a healthier, happier you.

Dealing with Mental Health Issues

Mental illness can affect your life and those around you. Whether it is a friend or loved one dealing with mental illness, there are things you can do to help clear a path for better living.

Dealing with Serious Sleep Issues

Do you have difficulty sleeping? Check out this program where you'll explore sleep disorders and their causes (circadian rhythms, insomnia and snoring/sleep apnea), discuss the benefits of sleep studies and examine sleep's relationship to stress and the release of cortisol. Additionally, you'll identify ways to address insomnia and leave with helpful resources.

Depression

Depression occurs in persons of all genders, ages and backgrounds. It's among the leading causes of disability worldwide and affects over 120 million people. In this seminar, we will discuss the causes, symptoms and impact of depression, as well as ways to both seek and receive help. Though depression can be reliably diagnosed, few of those affected actually receive the proper treatment. We will learn the barriers to treatment as well as ways to overcome them for a happier, healthier life.

Diabetes

What is diabetes? This class will answer all of your questions. During this seminar, we will discuss the causes, signs and symptoms of diabetes and look into the differences between the different types of diabetes. By the end of this seminar, we aim to help participants be aware of the lifestyle and nutrition changes they need to make, to manage living easier, with diabetes.

Eating for High Energy

Looking at how food can actually make you feel more energized is the focus of this class. We will discuss blood sugar levels, exercise and best foods to fuel your mind and body!

Eating Right for Life

Donuts for breakfast, candy bar for lunch? Eating on the run? Does this sound familiar? Participants in this seminar learn the benefits of nutrition, including the importance of making informed food choices to develop and maintain sound eating habits.

Eating Right on the Run and on a Budget

We all make excuses for eating "junk or "fast" food. This seminar will cover realistic strategies that will allow us to eat well without breaking the bank. There are many options and knowing the truth empowers us to make the right choices for our health, and even our wealth. Learn the basics of eating healthy within your financial means, including when to select organic foods.

Healthy Living (cont.)

Embracing Happiness

We have so many things at our disposal but are we really happy? This seminar focuses on what it means to be happy and provides insight into what we need personally to live a happy, more satisfying life.

Emotional Eating

Are you an emotional eater? This program will define what that is and identify reasons for it. Participants can explore their own personal food history and examine the relationship between mood and cravings. They'll also look at questions to heighten awareness of choices and determine their own eating behavior. For those who want to move out of emotional eating, there are identified steps, best practices and resources.

Exercise As You Age

As the body gets older, understanding the changes in the mechanics of the body is important to determine what kinds of exercise is optimal for overall health. In this seminar, we will journey through some common methods for injury and illness prevention and treatment, through fitness and wellness.

Exercise Basics

Can't seem to find the time to fit exercise into your daily schedule? This workshop looks at the benefits of fitness and exercise. Strategies to incorporate exercise into your busy lifestyle will be discussed. Learn how to enjoy exercise at home, work and when you travel.

Exercise at Home

In this course, participants will go beyond the basic principles of exercise science to take their fitness training to the next level. Together, we will explore the core elements of fitness training and apply them to case studies. Participants will leave with the knowledge to plan their progressive training program and maximize future workouts.

Fear and Anxiety: Moving Forward

Fear and anxiety can cause challenged in being fully present and enjoying our lives. In this class, participants will discuss the similarities and differences between fear and anxiety, while learning how they can impact our ability to be productive and comfortable. Together, we will explore the power of harnessing our thought towards a pathway for successfully managing our fears and anxieties, as well as resources and coping strategies that can help us to move forward.

Filling the Nutritional Gaps

In this program, participants will explore snacking, determine its benefits and examine its impact on blood sugar. They will discuss how effective snacking meets the body's need for recommended nutrients and how myplate.gov can be used to determine gaps and which recommended foods will address them. Participants will explore the role of fiber, compare and contrast soluble and insoluble fiber and identify sources of each.

Forgiveness

We all carry around grudges — some large, some small. The consequences of living with these grudges can negatively impact personal relationships, our weight, levels of jealousy towards others and even difficulty achieving success at work. This course follows the art of forgiveness, showing us the lasting effects of harboring grudges, and the power that returns to us when we allow ourselves to "let go" and move on.

Getting Organized

If you need help getting organized, this program is for you. It looks at the downside of being disorganized, helps you determine your own organizational quotient, explores why we're disorganized. This session also examines the benefits of organization and identifies how to start. It addresses organization issues in both our homes and at work, discusses storage issues, helps you determine if disorganization is a problem and offers resources.

Getting You Help

Often times, things in life can get so busy, we forget to check in and see how we are doing. We need to stop from time to time and evaluate our own mental health. Are we anxious all the time,sleeping well at night, overeating or under eating? This class will provide you with the opportunity to remind yourself to run through a mental health check list to evaluate both your emotional and physical wellbeing; ultimately helping participants find the help they might need.

Gratitude

This seminar is about learning the science behind gratitude and how it can help to increase meaningful relationships in all areas of your life. The newest research in this course empowers individuals to learn how to incorporate gratitude both at work and home. This topic is a continuation of increasing awareness of the complicated relationships we have in our lives. When we focus on what we can be grateful for each and every day, it offers a new perspective on our daily life.

Green Tips for the Home

This seminar provides an overview of practical actions one can take to reduce our carbon footprint while saving money. In addition to detailing the advantages of using organic and natural products, participants will learn how to increase thermal efficiency and save electricity. The curriculum demystifies many elements of an ecological lifestyle, to start participants on the road to going green in their own lives.

Grocery Shopping

In this seminar, you'll learn how to master the art of healthy grocery shopping while keeping your budget in check. We'll share tips on how to plan ahead for nutritious meals, cut costs, and whip up quick, easy dishes — all while minimizing food waste. You'll walk away with practical resources for shopping and cooking around dietary restrictions, exploring helpful meal-planning apps, and finding coupons to score the best deals. Get ready to shop smarter, cook better and make the most of every trip to the grocery store.

Health News

The sheer volume of health news available today is overwhelming. The good news is that we have access to a constant flow of information that keeps us informed and allows us to make good decisions about our health and health care. This class will teach you to filter out what you need, know which sources to trust and how to make sure the information you find is accurate and relevant to your health care decisions.

Healthy Aging

There is a new saying that 60 is the new 40. The way our society looks at age is changing, reflecting longer life spans and conditions that have never been experienced before. The manner in which we relate and interact with our surroundings makes a huge difference in our individual perception of the aging experience. In this class, we will discuss age as a state of mind and in relation to our surroundings.

Healthy Kids

Healthy kids lead to healthy adults. We will discuss the research behind living a healthy life and practicing preventative healthcare for kids, as well as the impact healthy living can have on the minds and bodies of children as they grow. Learn how you can raise a healthy kid with areas of discussion that include nutrition, exercise, immunizations and sleep needs for children.

Healthy Tips for Business Travel

Do you love or loathe business travel? Are you somewhere in between? In this program, participants will identify how to prepare things ahead of time, determine how to avoid unhealthy temptations on the road and explore how to incorporate exercise, sleep and healthy food choices into business travel. We will also examine hazards and best practices.

How to Boost Your Self-Confidence

In order to handle today's extremely challenging situations, we need to believe in ourselves so we can be at our best. This seminar will outline why confidence is so important and how to continue feeling strong and empowered. We will have an interactive, engaging conversation that will help you feel more confident both at work and at home.

How to Reduce Body Fat Without Restrictive Eating

In addressing our national obesity crisis, many individuals seek out harmful methods to reduce body fat, including restrictive eating. In this seminar, participants will learn simple, healthy eating habits to follow in order to reduce body fat without problematic steps. Join this class for physician recommended best practices, dietary guidelines, and steps for success in feeling full while losing body fat.

How to Speak with Your Health Care Provider

This seminar is necessary due to all of the changes happening in healthcare today. Doctors have very little time to spend with patients, thus, every minute you spend with a physician truly counts. This seminar is designed to give patients a set of specific tools to optimize visits, including pre-appointment preparation and communication during and after an appointment.

Healthy Living (cont.)

Increasing Mental Toughness
The goal of this seminar is to provide participants with the opportunity to reflect on the challenges of the past year, to recognize opportunities for growth in the face of adversity. We will discuss what it means to be mentally tough, how to find the positive in negative circumstances, manage ambiguity, and react with agility to change. Finally, we will dive into the importance of 'grit,' defined by Dr. Angela Duckworth as 'passion and sustained persistence applied toward long-term achievement', which is a much needed skill for both personal and professional growth in today's world.

Inflammation, Diet and Disease
In this program, participants will explore inflammation, including chronic inflammation, and learn how it leads to disease. They will also have an opportunity to identify and discuss foods that comprise a pro-inflammatory diet and determine ways to reduce chronic inflammation, by leveraging healthy diet and lifestyle choices.

Learning About Headaches
If you or your family member is a headache sufferer, you know how disruptive they can be to your work and life in general. In this class, we are going to provide you with an overview of headache types, what causes them and helpful ways to prevent and eliminate them.

Lightening Your Life with Laughter
This informative and enjoyable workshop shares proven techniques for using laughter to reduce stress in your life. The history, practices and beliefs of this therapy as well as how to become more positive, will be explored. This seminar reminds participants about the wonderful energizer called laughter, with its many therapeutic benefits, including looking at life in a way that takes some of the stress out of it.

Loneliness
What is loneliness? Are you lonely? How can you overcome loneliness? Loneliness is something that can affect our well-being along with our physical and mental health. All your questions, plus some very practical suggestions and tips for overcoming loneliness, will be discussed during this seminar.

Love
What the world needs now is love! One of the key ingredients to being successful in life is to embrace love in all its complexity. Interestingly, many of us have never embraced the study of love. This class will delve into defining, analyzing, and challenging us to love ourselves, others, and our job in a more holistic way.

Love Part 2 — The Complexities of Love
During Part 2 of this Love series, we will take a deeper dive into the various levels of love. During this seminar we will spend some time analyzing our own relationship with love and discussing what it means to have unconditional love. We will discuss the various relationships in our lives where it is standard to love unconditionally, no matter the circumstances. To wrap up this seminar, we will spend some time creating our own unique plans for love in our lives.

Managing Fear and Anxiety
Fears and anxieties are made up of thoughts that are based upon either personal experiences or beliefs. Pretending that these fears and anxieties do not exist, or are not as bad as they seem, can actually make them worse. In this class, we will learn how to talk through our thoughts to realize that our fears and anxieties are manageable and controllable.

Maximizing Your Brain's Potential
It is extremely important to make the most of your brainpower for both work and fun. Doing this means taking care of your whole self. In this class, you will learn how everything you do, including learning, impacts your brainpower. This program draws on ongoing research in neuroplasticity, the brain's ability to continue to grow.

Men and Depression
Men are less likely to suffer from depression than women, but also less likely to seek help. This presentation discusses the various causes and effects of male depression, and why it is much more rare for men to seek professional help. Participants will learn how to recognize signs of depression, how they can help themselves and support others.

Men's Health
In this day and age, it is clear that men have their own set of health issues and are unfortunately, less likely to seek help on their own. This class will emphasize the importance of preventive measures for men's health and discuss everything from sleep issues to cancer screenings and how to find a healthcare provider.

Menopause

Even though menopause can be a very unique experience for each woman, there are many experiences that are shared. This program will define menopause and contrast it with perimenopause. It will identify what you can expect, examine causes and explore potential complications. It will also look at tests, treatments and remedies, as well as the importance of partnering with your healthcare provider..

Mental Health

It is important to know that mental health problems are more common than we think, and that you can get better with the right help and treatment. This class focuses on people who need information on mental health and illness, but may not love or live with someone with mental illness. This includes an overview of mental illness, stats, the facts, stigma, treatment, and resources.

Mindful Connection with Food

Discover the power of mindful eating! This session will teach you how to fully engage with the food you eat, from savoring each bite to understanding the benefits of conscious connection with your meals. Learn practical tips to help you become more aware while eating, allowing you to foster a healthier, more intentional relationship with food. Join us and transform the way you eat, one mindful bite at a time!

Mindful Meditation

In our busy, automatic pilot lives, we may find that we crave opportunities to be mindful. In this program, participants will examine the focus of mindful meditation, define it, explore what it is and isn't, identify its benefits, discuss data that supports mindful meditation and have an opportunity to practice it.

Navigate Life Transitions

Changes in our personal and professional lives often occur around major life transitions, such as moving, marriage, death and divorce. We all need strategies to make these transitions easier and that is exactly what we will cover in this session.

Nutrition Navigator

Looking to plan some healthy meals during your busy week? Looking to have a better understanding of components like nutrition labels, blood sugar levels, and fiber? This seminar is a nutrition navigator that will help you plan healthy meals and introduce some of the nutrition basics, on your journey to a healthier you!

One Life: Empowering Your Journey to True Balance (60 minutes)

Alignment is the key to harmonizing your priorities, values, and goals across all areas of life, from work to personal time and relationships. By embracing synergy instead of rigid boundaries, you can cultivate well-being, enhance productivity, and live a more balanced, fulfilling life. This session will guide individuals on how to live a more balanced, purposeful, and empowered life by aligning their actions and priorities with their core values.

Opioid Addiction

Opioid abuse and dependence have become a national epidemic. This training will educate on what opioids are, as well as provide information on signs and symptoms of opioid abuse/dependence and available treatment options to those struggling to recover from this addiction.

Overcoming Burnout

If you're feeling overwhelmed by the pressures of everyday work and home life, then this workshop focusing on burnout issues will help you bring your life back into balance.

Patient Safety

What do we need to know to be safe? We and our loved ones are all patients of the health care system at one time or another and it is critical for our safety and care that we are well informed. This class will help make patients aware of their rights and remind them of the potential problems that can arise in hospitals or under a physician's care.

Preventing Burnout

Burnout is the result of prolonged emotional, mental and physical exhaustion caused by ongoing stress — but it doesn't have to be inevitable. New research shows that with self-care, healthy boundaries and effective time management, we can prevent burnout before it takes hold. In this interactive session, you'll gain practical strategies to protect your well-being, build confidence in seeking help when needed and engage in real-life role-playing scenarios to practice these skills. Take charge of your energy and learn how to prevent burnout for good!

Promote Family Health

It is a family's responsibility to take care of each other. We will discuss how people can be empowered with knowledge, to promote healthy living on the home front.

Psychology of Exercise

Going into your workout with the proper mindset can drastically change the results you yield. Practicing mindfulness, breathing techniques, and meditation increase your mental strength so you can tackle your day with optimal energy and focus.

Healthy Living (cont.)

PTS: Veterans & Military Self-Help
During this specific Veteran and Military self-help workshop, we'll explore what's happening, how we're feeling, and most importantly, what we can do about it. Events happening in our community and around the globe may have a direct impact on the feelings, emotions, and thoughts of veterans and those currently serving in the military. What can we do about it?

Reclaiming Your Health: The Guide to Recovery
Many people today are struggling to regain a healthy lifestyle after a life-threatening disease, addiction, or physical and/or mental disability. Learn how to overcome the 'symptom management' mode, gain back energy and be productive.

Reducing and Managing Pain
Experiencing short term pain? Chronic pain? Looking to figure out what could be causing your pain? If you have answered yes to any of these questions and want to learn more about what pain is, its common causes, and how we can begin to reduce it, then this is the seminar for you. We will discuss everything from treatments to medications and the mind/body connection associated with pain.

Relaxation 101
In this introductory meditation workshop we will use guided imagery and breathing to learn how relaxation techniques make you even more productive during the day and help you sleep better at night.

Relaxation to Suit Your Lifestyle
Relaxation is necessary for staying healthy physically and emotionally. This seminar will explore the obstacles to practicing relaxation in our lives and provide practical tips and techniques to fit some relaxation into every person's lifestyle.

Resiliency, Part One
Resiliency is a major factor in our personal well-being. We all face difficult times in our careers and in our personal lives, but the challenge is how to bounce back and forge ahead in spite of adversity. In this two-part class, the goal is to educate participants about ways in which they can become more resilient and how to implement these strategies in their daily lives.

Resiliency, Part Two
Resiliency is learning to manage your life to the best of your ability every day so you are prepared to deal with life's challenges and rebound quickly. In the second part of this class, we will identify the major challenges we come across daily, along with how we can respond positively to these common pitfalls by learning effective goal-setting strategies that will help us be proactive and be prepared for life's downfalls.

Self-Care Right Now
Self-care is the key to your own health, while also allowing you to empower others and adapt to change. In this class, we will focus on what we eat, sleep management and our physical activity levels, all elements of self-care that we control. In this interactive session, we will discuss the important role stress management can play in impacting our physical and emotional health and the power of communicating and setting healthy boundaries to live happier lives.

Setting Boundaries
With ever increasing access to employees around the clock, setting respectful boundaries is crucial to being successful and to avoid feeling overwhelmed. In this class, participants will analyze the best practices to communicate boundaries in a professional and respectful manner, while recognizing and preparing for conflict with employers or colleagues. Join this interactive session to master the art of delegation, manage expectations of others, and stay consistent to achieve the balance between your personal and professional life that you deserve.

Sleep Basics
In this seminar, you will learn the physical and mental benefits of a good night's sleep, along with how to establish daily habits that promote and improve your sleep environment. We will discuss techniques for relaxation and dealing with insomnia.

Staying Focused During Times of Change
This class is designed to explore the value of mindfulness and focus during times of change. We will look at how the brain works and the importance of regulating emotions. Steps and tools for improving focus will be discussed.

Staying Strong and Resilient
Have you recently changed jobs, had a change or loss in your life, or begun caring for an aging relative? How do you handle challenges, problems and hardships in your life? Learn strategies for staying strong and resilient, maintaining a positive outlook and reducing stress in your life.

Stress Reduction Tool Bag

How do you know you are stressed? Do you recognize the symptoms of stress? Explore the newest research and what experts are saying about good and bad stress.

Sun Protection

We all hear that it's important to wear sunscreen and limit sun exposure, but do we know about the long-term damage the sun can cause? This will be an in-depth seminar that will review and address the dangers of the sun. In this seminar, we will discuss sunburn, sun protection tips, as well as topics related to the summer heat like heat rash and hydration. Participants will leave this class with a true understanding of how to protect themselves from the risks that the sun can cause.

Technology and Exercise

Dive into the rapidly expanding world of technology in the fitness industry and how to benefit from the immense influx of information and innovation. From new types of exercise routines and equipment, to suggested apps and tech wearables — knowing what is available will provide a huge advantage in reaching your exercise goals.

The Art of Feng Shui

The term Feng Shui has grown in popularity recently, but what is it? This program defines and explains what it is, while exploring the tools used and examining what it does. During the course of this presentation, participants will look at the impact of clutter, the role of color and the five elements associated with Feng Shui. They will also leave with suggested resources to learn more about the concept.

The Connection Between Exercise and Mental Health

Exercise is great for our bodies and our hearts love it too! It boosts our immune system, helps to reduce our risk for contracting many diseases and just plain makes us look better. But, what can it do for our mental state? Come explore how exercise contributes to a healthy brain, what actually happens to our brain when we exercise and why it is so essential to our mental health.

The Importance of Unplugging

In today's world of remote work, the lines between work and home are more blurred than ever. And technology allows us to be constantly connected. In this session, we will discuss the impact of being connected 24/7 as well as the benefits of unplugging. You will get some tips on how to take action to unplug from work and reconnect to your life.

The Truth About Dieting

In this seminar, we will discuss why diets don't work and, more importantly, explain what does. When to eat, what to eat and how much to eat, among other topics, will be covered in this seminar that will leave you with a good idea of how to maintain a healthy weight the right way!

Tools for Today

After the past few years, nothing is more important than prioritizing our mental and physical health in the pursuit of happiness. During this class, participants will learn about best practices that have been proven to enhance our lives. Participants are encouraged to share their own tools for personal fulfillment through mindfulness, healthy eating, sleep routines, socialization and putting our own self-care first.

Understanding Food Labels

Tired of feeling lost when reading food labels? This session is your ultimate guide to cutting through the confusion and making smarter, healthier choices! We'll show you how to decode nutritional facts, spot the key info that supports your health goals, and break down the buzzwords, claims and marketing tricks on food packaging. Plus, you'll get the inside scoop on what those food dating stamps really mean and why checking the ingredient list is a game-changer. Leave this session feeling empowered and ready to shop with confidence, know exactly what's going into your cart!

Understanding Your Immune System

The immune system is complex, intricate and interesting. In this seminar, we will take a look at how your immune system works, so you can understand what it is doing for you each day, as well as the effects that nutrition, exercise, sleep and stress have on your immune system.

What Is Anger?

What is anger to you? We all tend to get angry at times. In this seminar, we will do some self-reflecting on our past and present and look at how anger affects us. Knowing exactly what anger is and what it is not, is a big step in helping us learn how to keep it under control. Discussing the best practices to avoid any feelings of anger or resentment can help us live a happier and less stressful life.

Healthy Living (cont.)

Women and Depression

Discover the depth of this illness on women and its effects on your life, both professionally and personally. We will discuss the signs, causes, and ways to cope and get help. Classes for both employees and managers are available on this topic.

Women's Health

Women often have an intuition when something is wrong and are more likely to seek out medical help. However, women are not always aware of the risks of heart disease (the number one cause of death for women) or strokes, both of which are silent killers, as well as many cancers. The good news is there are many preventative steps you can take and this class will cover those as well as the signs, symptoms and alternative solutions available today.

Workday Workouts

The objective of this class is to help understand why exercise is vital and how to easily make it a part of your daily life. We will cover why eating nutritiously is just as important as sweating often, and participants will learn some things they can do throughout the workday, to stay fit.

Yoga 101

This class covers a brief history of yoga and provides descriptions that clarify the differences between some of the most popular types of yoga in the United States. There is a version available that is a guided yoga class with a yoga professional.

You Can Be Smoke Free!

Whether the occasion is your next birthday, or the Great American Smoke Out, this class will provide information, facts and strategies for smokers to become nonsmokers. Participants will develop a personal action plan to reach their goal.

Your Healthy Heart

Paying attention to your heart health is one of the best things you can do to improve your quality of life, longevity and overall health. In this seminar, we will touch on the various terms and factors you need to know to achieve better heart health.

Parenting



Authoritative Parenting

Authoritative parenting focuses on responsiveness and demands, and as we know, there are times when we need to take control of our children and their lives. This particular style works very well, helping parents keep in-tune with their children. We will discuss communication techniques, appropriate discipline, and listening skills. This class is meant to be very interactive and address real-life scenarios. This class is best suited for parenting children up to 12 years old.

Co-Parenting

Parenting is a challenging responsibility, especially for those who are going through a separation or divorce. The good news is, that with planning and understanding, you can parent just as effectively as you did before. In this class, participants will learn the challenges and strategies to co-parent successfully and learn how to focus on what is best for your children.

Communicating with Young Children

This class specifically covers how to communicate with young children. We will explore the importance of good communication, what to expect at various stages and what kinds of communication techniques work best with younger children.

First-Time Parenting

First time parenting can be exciting, overwhelming and exhausting. Although everyone will have their own individual journey as a first-time parent, this class will help to prepare you for some of the things you can expect. In this class, you will also learn some tips for staying sane, getting sleep, asking for help and many more topics!

Internet Information for Parents

This class will look at the realities of the Internet as well as the benefits. We will discuss the importance of learning the language of the Internet and how to identify concerns and risks. Participants will learn strategies to increase safety online with instant messaging, social networking and chat rooms.

Navigating the Teen Years

This seminar will touch on very important topics for parents who are, or will soon be, navigating children through their teen years. Participants who attend this seminar will take a critical look at the difference between what is important to them vs. what is important to their teen. During this seminar, you will discuss risky behaviors, how to prevent them and managing conflicts with your teen, as well as the do's and don'ts of parenting a teen. You will leave this seminar with a toolbox of best practices for managing those tricky teen years.

Parenting Your Teen: At Risk Behavior

This session addresses the realities of today: the good news and bad news. We will discuss essential facts of at-risk behavior and give parents the chance to have frank discussions about their fears. Learn what to do, what not to do and what we, as parents, really need to know.

Parenting Your Teen: Career and Life Goals

This module is designed to help parents discuss career and life goals with their teens by looking at their teen's personal values, interests and work skills, in a positive way.

Parenting Your Teen: Communicating

Feel like you and your teen are speaking different languages? In this seminar, we will discuss how to create a comfortable climate for parent/teen communication, review the basic rules, the do's, the don'ts and the best practices, so you and your teen can be on the same page.

Parenting (cont.)

Parenting Your Teen: Finances

Learning about money at a young age is very important. As a parent, you can teach your teen about finances by determining how your money values impact your teen. Learn how to teach your children about financial goals and how to develop autonomy with money.

Parenting Your Teen: Friends and Family

This class helps parents of teens understand the distinction between teen/family and teen/friend relationships. We will discuss communication breakdowns, rewards and the importance of communication, as well as best practices and advice for families with teens.

Parenting Your Teen: Giving Back

Researchers say that people who offer love, caring and support to others have better mental and physical health. They suffer from less chronic pain, lower levels of depression, and a better overall sense of well-being compared to those who are less altruistic. The goal of this seminar is to help parents foster a sense of giving back in their teens.

Parenting Your Teen: Managing Conflict and Problem-Solving

Conflict between parents and teenagers is a fact of life. In this seminar, parents explore ways to help their teenagers resolve conflicts and establish guidelines for acceptable behavior. The goal is for your teen to become a mature young adult who is capable of making good decisions independently, so they can manage their life in appropriate, autonomous ways.

Parenting Your Teen: Relationships

Adolescence is a time when peer relationships intensify. Teacher and work relationships grow in significance and parental relationships are routinely challenged. This module will define relationships, review best strategies and discuss conflict resolution techniques to share with your teen.

Parenting Your Teen: Sibling Rivalry

Many parents suffer with sibling rivalry in their households. In this seminar, we will discuss how to lessen tensions between children, their rivalry against each other, and even the rivalry they have for their parents' attention, through habits that may encourage rivalry.



Parenting Your Teen: Social Issues

To understand teen social issues, you have to learn what your teen is experiencing and the issues that they face. We will review best practices for tackling issues like: alcohol and drugs You will leave with some important takeaways and resources to deal for your teen.

Parenting Your Teen: Teens and Sports

Teens today are exposed to multiple entertainment avenues that can foster inactivity such as video games, television and other media devices. Participation in organized sports is a great solution, but when can a good thing become too much? In this class, we will discuss the importance of providing our teens with balance and perspective for the activities they choose, especially as obesity rates rise in the U.S.

Parenting Your Teen: Test Anxiety

Test anxiety is a reality for many teens and it can prevent them from showing their true academic competencies. This seminar will give parents the tools to assess whether their teen has test-side jitters or true test anxiety. Parents will also learn how to help teens manage their anxiety with proactive exercises.

Parenting Your Toddler: Communicate, Motivate and Build Confidence

The toddler stage is the most challenging stage of any child's development. Toddlers are continuously going through developmental milestones. They are experiencing changes to physical coordination and learning how to communicate with complete sentences, all while coping with fast-changing emotions and growth spurts.

Parenting: Preparing to Go Back to School

The goal of this class is to provide participants with a fundamental understanding of how to provide our school age children with the social, emotional and academic support to provide a successful return to in-person learning. This class will provide steps on how to capitalize on the summer and ensure a smooth start for all students in the fall!

Preparing for College

A child going to college is a major family milestone. Household dynamics will never be the same. Preparing your child, his or her siblings, your spouse/partner, as well as yourself for this transition, is the goal of this program. If your child is attending college, you are already in the midst of coping with all the changes. If your child is still in high school, you have ample opportunity to take notes to prepare them and yourself for a productive transition.

Resiliency for the Working Parent

Today's working parent needs to build resiliency in order to prevent burnout. This class will give you the tools to manage stress while maintaining a sense of work and family life balance.

Single Parenting

This workshop offers a discussion on the challenges of raising children on your own. Techniques for caring for your children's needs while still having time for you and your needs, will be covered. We will discuss how to enjoy life even if it has become different than what you had expected.

Vaping — What Parents Need to Know

The use of e-cigarettes and vaping are becoming a crisis. This class will inform parents about the dangers of vaping and how to talk to your children about it.

Work

Accountability
Accountability is about owning your actions and ensuring ethical behavior in your interactions with others. In this presentation, you'll learn how embracing accountability can enhance trust and transparency in the workplace. We'll discuss the benefits, as well as the challenges, of maintaining accountability and explore strategies for fostering a culture of shared responsibility. Through meaningful conversation, this seminar with equip you with the tools to minimize communication breakdowns and encourage open, honest dialogue.

Assertive Communication
This class will cover good communication vs. poor communication as well as understanding what assertive communication is. We will review a communication model to determine the purpose, focus and process of assertive communication. Tips and obstacles to good communication will be reviewed.

Being Trauma Informed
Trauma is not just an event that took place sometime in the past; it is also the imprint left by that experience on mind, brain and body. In this session, participants will learn how to understand and recognize trauma to support our employees and colleagues to get the resources they need and deserve. While it is not always evident who has been a victim of trauma, it is our job to ensure we are providing the empathic and safe work environment for all to be vulnerable to share their trauma and work together to move forward.

Benefitting from Ergonomics
Ergonomics is about aligning our bodies with our workstations/sites/tasks. This program examines the impact of poor ergonomics on both the worker and the workplace, and identifies common risk factors for different types of injuries. Participants will have an opportunity to identify problems with an office station setup and discuss common factory issues. This program will also offer suggestions for properly setting up an office station.

Building a Team Brand
Teamwork is an important part of continuous improvement. No one knows the job, tasks and goals better than the individual team members. To get real change, you need all of the knowledge from your team members' knowledge, skills and abilities to come together. When pulled together, you will be a successful team. This class includes the 'Marshmallow Challenge' exercise. Bullying and Violence in the Workplace Workforce environments are experiencing increased bullying and violence. Regardless of the contributing factors (stress due to downsizing, sandwich generation issues and/or financial strains), bullying and violence deteriorates productivity. This class will discuss the warning signs and strategies for both employees and employers, to better cope with bullying and violence in the workplace.

Building Your Personal Brand
In this session you will learn what it means to develop your "Personal Brand," and how to overcome barriers to reaching your goals. Participants will identify their personal values and utilize a vision board in support of their mission, vision, strengths, and skills. Additionally, your group will collaborate in an activity to create your "Personal Brand."

Business Etiquette
Good manners and business etiquette have always been based on common sense and thoughtfulness. Social skills can help us build more productive relationships and project a positive image. This class will include an interactive discussion on the do's and don'ts of business etiquette, including email etiquette.

Business Writing for Managers
Second only to verbal communication, written communication is a key to being a successful manager. Not only does effective writing help communicate what the manager is trying to say, but it also creates an image for the reader — whether he or she is a client, employee or associate. Learn how to make your writing convey the right message.

Call Center Stress Management
Working in a call center can be interesting, enjoyable, challenging and stressful all in one. In today's difficult economy, most of us are feeling additional stress in our lives. For customer service representatives, these stresses can heighten an already high-pressure situation. This seminar will provide information to help you better understand call center stress and offer strategies to help you successfully manage it.

Campus to Career: Transitioning Into the Workplace
For most graduates, it can be challenging to make the transition from being a college student to a working professional. Trading the campus life and study sessions for a full-time office job is a big change that not everyone is prepared for. Making sure you stay motivated early on is key when it comes to transitioning into the workplace. "Campus to Career" is a perfect seminar for anyone learning to juggle and accommodate the new lifestyle.

Career Development Strategies

This interactive seminar helps participants build an effective career development plan by taking a strategic look at self-awareness, career options and current job skills. This workshop will help participants identify their true passions, learn how to incorporate those passions into their individual career action plan and develop strategies for implementation.

Career Transitions

Career transitions are inevitable. Facing them because of downsizing, mergers and relocations takes courage and planning. Regardless of the reason, moving forward with a job change can be a satisfying personal journey. This seminar looks at all aspects of job changing, including self-evaluation, networking, and resourcing opportunities. Participants will gain the tools and attitude they need to build a bright, satisfying future.

Change Management for Leaders

This training is designed to familiarize participants with the elements of change. The goal is to help leaders manage the change process and understand the importance of their role in the process. We will provide an overview of each element and define each one as it relates to the leaders' role in change management. Opportunities for sharing examples from your own experience for each of the elements,will be included.

Coaching

Coaching is a one-on-one process that involves a relationship between two people — the coach and an individual. We can all benefit from coaching. You will leave this seminar with the tools and tips you need to be the best coach you can be, so that you can begin working with others to develop their professional skills and goals.

Collaborative Communication

Communication is an important skill to develop, but not many people understand why it is so important to communicate well. This class is applicable to parents, spouses, partners, colleagues and bosses. It explains why better communication can enhance our lives by teaching us new things. This is an interactive class, in which participants will get to practice the new techniques that are taught.

Collaborative Customer Service

The goals and objective of this seminar are to understand the challenges of delivering great customer service through effective, professional customer service communication. We will discuss stress management related to working in customer service, as well as final comments, action plans and evaluations.

Communicating Change to Employees

Does your staff dread change? This program will identify the kinds of changes organizations face, describe how to develop a communication plan and explore the importance of being proactive. It will also explain how to communicate change successfully using empathy and active listening skills, anticipate common employee reactions and explore working through the change.

Communicating During Times of Change

We have experienced many more violent attacks in the last ten years. Social media keeps us in the know, every nanosecond. When those topics come up at work, it can be an opportunity to share our views, however, we need a new set of tools to prepare us for engaging in conversations with others who have different views. This class will focus on how to look at our thought process and think before talking when controversial topics come up, so that we can reply with tact, while being respectful of others.

Communicating in a Tech World

Communicating face-to-face is not always possible in the business world. Today's communication depends on conference calls, texts and email chains that make it challenging to know when each outlet is appropriate. Nowadays, it's vital to use technology to communicate with workers worldwide. This class will show you how to interact professionally in the workplace using technology.

Communication for Managers

Communication is perhaps the most important skill a manager must learn and work to improve, in order to be effective. From the 'One-Minute-Manager' concept to continuous feedback, there are many ways to be an effective communicator. In this class, we will learn and practice the various skills that are needed to communicate as a manager.

Communication Skills for the Workplace

Communication is perhaps the most important skill to develop in order to be effective in the workplace, and it can be developed with practice. This class will help participants learn how to determine the goal of a conversation and what to do before, during, and after it, in addition to identifying barriers and use best practices.

Commuting

This class covers all aspects of commuting, including ticket purchasing, tips on traveling to and from the station, and making the most of your commuting time. We will cover how to find balance and what family adjustments might be necessary as well as the emotional side of commuting.

Compassionate Leadership

This training will give participants an in-depth look at how to lead with compassion. Attendees will learn the positive impact created by empathizing with the work force. This course will illustrate how genuinely caring for people leads to better feedback, professional development, and increased productivity.

Components for Great Communication

Great communication starts with you and this class will equip you with the tools and skills of being a great communicator. The seminar will discuss the importance of first impressions, various communication styles as well as giving feedback. This is a step-by-step class for making your communication with others easy and effective, so you can be at your very best at work and in everyday life. Remember, success in life all starts with you and how you communicate with others!

Concentration

Have you ever driven to work but not remembered the trip? If so then you can benefit from learning about the importance of concentration and how to improve it.

Conflict Management for Employees

This class will allow participants to understand and dissect their role in conflict, which is the first step to conflict management. This is a journey to assess and learn what you can do differently, to "play in the sandbox" productively with a wide variety of people.

Creating a Great Place to Work in Ten Easy Steps

This seminar will teach participants a vision of the ten steps needed to create a great place to work, because who doesn't want to come to work every day and love where they are and what they do? Participants will come out of this class with a clear vision of not only what a healthy work environment looks like but also how to create it in their workplace. This will be a step-by-step process. To make it work, an investment must be made by each and every person.

Creating Positive Work Environments

Topics covered in this seminar will be building trust, creating positive communication, setting expectations and needs, creative ideas for recognition and rewards, building teamwork, finding meaning in your work, and accepting responsibility and humor in the workplace. All of these areas help foster a positive work environment.

Creative Problem-Solving and Decision Making

Every problem has a solution. In this program we will explore some techniques to help us get to the solution sooner rather than later. This interactive class begins by asking for a list of problems that the attendees are currently working on, so they can see real life benefits of using these techniques.

Critical Thinking

Beyond just memorizing facts or learning from rote, learning to think critically expands a person's ability to problem-solve and see things in a new way. By learning how to ask different kinds of questions, we open the floodgates to different ways of viewing concepts. This class will take a look at the origins of critical thinking concepts as well as applications of them in our work and private lives.

Cross Cultural Sensitivity in the Workplace

As we work towards more dynamic and inclusive workplaces, we must consider cross-cultural sensitivity in the workplace. This in-depth course touches on unconscious biases and aggressions that we may commit, or experience, in the workforce, while also presenting solutions to help avoid these situations in the first place. We will also discuss why it is important to foster inclusion and how to combat aggressions when we see them.

Curiosity

In today's times, we need to look at what we are curious about and why. Curiosity drives motivation and often encourages us to take our careers and lives to new levels.

Customer Expectations

There is a perceived expectation that every customer has when going into a business relationship. To manage expectations, you must first start by understanding what the client's expectations are. You must learn how to manage your promises and how to measure satisfaction. Delivering on expectations means excellent customer service. In order to understand what your customers feel is a good level of service, you first need to ask them. Find out what your customer wants from your product or service. Then work out how you can meet those needs.

Dare to Be Bold

In today's emerging and aspiring world, we need to be bold. This seminar encourages us to achieve what we have yet to accomplish and to help us create an action plan to get there. It will touch on why we need to be bold, what holds us back, and what empowers us to move forward. This is a highly motivating class that will leave all participants thinking about their next steps in work and life.

De-escalation for Managers

Dealing With the Elephant in The Room

Dealing with the Elephant in the Room is a communications development seminar in which participants learn the skills to talk to anyone about anything. Participants begin by identifying the uncomfortable issues and realties they face at work and at home. Then they learn how to confront such issues with tact, empathy and clarity. This seminar helps increase productivity and improve relationships by proactively addressing problems, conflicts and misunderstandings.

Delegation

The concept of delegation garners agreement in practice but can be difficult to achieve. This program will define delegation, determine what it is and what it's not, explain when to delegate and explore the barriers to delegating as well as the benefits. There will be plenty of opportunities for discussion and participants will use a delegation pyramid to describe the delegation process, examine the importance of regular and frequent communication and learn when to say no."

Discipline

Join us for a dynamic, one-hour class on "The Power of Discipline," where we'll dive into how discipline shapes every aspect of life — from personal growth and professional success to academic achievement and health. Through practical techniques and real-life stories, this session will show you how to make discipline work for you. Expect interactive activities, engaging group discussions, and a Q&A to exchange tips and experiences. By the end, you'll walk away with actionable tools and the motivation to weave discipline into your daily life, boosting your productivity, resilience, and overall well-being.

Diversity in the Workplace

This class is not meant to fulfill a diversity requirement. It is meant to be an honest and open exchange of how detrimental and unacceptable certain demeaning behaviors are to groups that are different from the majority. The goal is not an attempt to change people's beliefs on diversity, but instead, change their behavior and reactions to situations.

Domestic Violence

On average, more than 1 in 3 women and 1 in 4 men in the U.S. will experience some form of domestic abuse or violence. Ending the myths and stigmas that surround domestic violence requires us to educate ourselves. This class will allow us get a better understanding of what domestic violence is, signs to look out for, traits of what an abuser can look like and tips on how to help someone or get help for yourself.

Dual-Career Relationships

Dual-career relationships are here to stay. They require special attention to remain healthy, productive and loving. Recognizing we may not have grown up with a dual-career model to cope with today's challenges, this program gives participants tools to evaluate where they are, what they need to do and how to keep communication channels open.

Dynamics of Change Management

Change is stressful, and learning how to manage and cope with change is crucial to our well-being in this ever-changing world. Although the stress of change is unavoidable, you can learn how to deal effectively with change in the workplace and in your personal life. In this seminar, participants will learn effective ways to cope with change in addition to learning how to take charge of the aspects that can be controlled. Core concepts related to stress and the emotional and physical responses we have to change will be discussed, along with effective stress management strategies.

Effective Interviewing Skills for Interviewers

In this interactive seminar, participants will learn and practice essential skills for conducting successful interviews and creating a systematic hiring process that will yield effective results.

Effective One-on-One Conversations

It is our goal to help participants learn how to be understood in a one-on-one conversation. We will examine why the conversation is happening, what needs to happen and how to achieve your goals effectively.

Effective Performance Appraisals

Delivering a performance appraisal can be as intimidating for a manager as it is for the employee. The goal should be to not only document and evaluate the employee's performance, but also set goals for growth and allow for an open and honest dialogue about expectations.

De-escalation for Managers (cont.)

Effective Presentation and Public Speaking Skills

Having excellent presentation skills is essential for success. In this seminar, participants will learn how to plan for successful presentations, build confidence, practice verbal and body language elements and learn how to build a rapport with an audience, to keep them engaged. We will also discuss how to use humor in presentations and manage adversity.

Effective Presentation Skills for Leaders

Everyone can learn how to become a more effective speaker. A leader needs to influence and inspire their team. This class will take a look at some effective, proven orators and how the power of words empowers individuals to accomplish things they never thought possible. We will cover powerful word choices as well as do's and don'ts.

Emotional Intelligence

Many of us know that getting along with others is the key to success. Our ability to "play nicely in the sandbox" is fundamental to both our career and our health. We will discuss what an emotion is, why you are having it and understand how our feelings can affect our moods in our daily life and the people that surround us.

Empathy

What does it truly mean to show empathy? In this session, we'll explore the full spectrum of empathy — what it is, how to recognize it, and how to practice it in meaningful ways. We'll also discuss the differences between empathy and sympathy, while addressing common barriers to showing compassion. You'll learn practical techniques to increase your empathic awareness, with real-life examples from both work and home settings. Join us to deepen your understanding of empathy and discover ways to incorporate it into your daily interactions.

EQ Making It Work for You

This seminar is meant to follow the Emotional Intelligence class, although that is not a prerequisite. This is an in-depth class focusing on what an emotion is and how understanding our emotions can help make or break situations. It's an interactive toolbased seminar that dives deeper into the amazing world of emotional intelligence.

Ethics and Values

What a changing world we live in. What are the core values and ethics of our business world? How do we live by them and why are they important? This workshop addresses the philosophical aspects of ethics and values through hands-on, practical approaches to events in participants' personal and professional lives. We will also address how to show your manager/partner/child that you are a person of ethics and values.

Everything You Need to Know About LinkedIn

This program defines LinkedIn and explains what it does and what it's used for. The presentation gives instructions for getting on LinkedIn and how to network and connect with the participants' interests. Participants will also explore types of LinkedIn services, additional networking options and how to successfully use it for marketing.

Fostering Inclusion In The Workplace

Inclusive work environments are productive environments! This seminar discusses how employees and managers can create an inclusive workplace. Participants will learn to identify activities, attitudes and assumptions that exclude coworkers. They will then explore ideas to include others in ways that enrich the office environment as well as their own personal lives.

Fresh Start

Ready to hit the reset button and create the life you've always dreamed of? In this energetic and inspiring class, we'll guide you through the process of building your own personal mission statement — a powerful tool to give you fresh clarity and purpose. Whether you're at the start of a new journey or looking to reimagine your path, we'll dive into how to turn feelings of both disappointment and excitement into fuel for your next chapter. This is your chance to take control and design the future you want, no matter where you are in life. Join us and kick-start your fresh start with confidence and positivity!

Getting Managers Engaged

Did you know that less than a third of employees feel engaged at work, and managers account for 70% of the reason why? It's time to change that! In this class, you'll learn practical strategies to become an engaged and inspiring manager who motivates their team. We'll dive into why employee engagement matters, how to kick-start the process, and the critical role trust plays in building a positive, productive workplace. Join us to discover how you can transform your leadership style and create a thriving, engaged team.



Handling And Managing Chaos

This class will engage participants in learning how to handle chaos. We have all learned that chaos plays a bigger role in our lives, and for many, this has been a major source of anxiety. We invite participants to examine their preconceived notions of chaos and begin the process of welcoming it into their everyday lives.

Handling Death In The Workplace

There are many ways people handle grief and death. The challenge is to be able to handle all of the personal coping behaviors and not be judgmental during times of high emotion, in the workplace. Participants delve into handling awkward, uncomfortable interactions at work, while acknowledging varying relationships between coworkers.

Health And Well-Being In The Workplace

Discover how to enhance your health, well-being and productivity by relieving stress with simple relaxation techniques. Explore ergonomics and learn how to prevent on-the-job injuries from lifting, repetitive stress (such as carpal tunnel syndrome) and computer-related injuries (headache, eyestrain and back pain). The discussion will include work/life balance, how to establish priorities and the importance of healthy eating and regular exercise.

How To Be An Inclusive Leader

Today's challenging times demand specific skill sets to ensure our workplaces allow all thoughts and actions to be voiced, without fear. This class will focus on tools to unlearn our biases, the importance of psychological safety, and best practices for creating an inclusive work environment.

How To Create The Secret Sauce — The Perfect Team

This class addresses the elements that go into creating a high functioning team. This class is an interactive discussion and provides a glimpse into the way a team needs to work in today's fast paced environment. It encourages individuals to think about what they do that adds value to the team.

How to Cultivate Compassion and Empathy in the Workplace

Demonstrating human compassion is fundamental to respecting others, establishing psychological safety, and is a hallmark of healthy and high performing teams. This training provides pause to embrace the incredible opportunity that's before us every day to make a positive difference in the lives of others just by showing up, tuning in, and demonstrating compassion. Together, let's learn how we can be the difference we wish to see in the world, and how this can positively impact the success of your business in the process.

How To Deliver Amazing Online Presentations

The goal of this class is to provide participants with a fundamental understanding of how to effectively facilitate online presentations for colleagues and customers. While providing an extensive overview of best practices for online workplace etiquette, this class highlights specific action steps to ensure video meetings are engaging, professional, and productive.

How To Execute in Business

Having a vision is only half of the equation in a successful business. So many leaders often get derailed from a great strategy when they are unaware of the proper steps to take to execute their strategy. This class will focus on the key building blocks to ensure that your business strategy is successfully executed.

De-escalation for Managers (cont.)

How To Take The Edge Off Giving Feedback

The objective of this course is to teach participants how to give constructive feedback. Some topics to be reviewed include the reasons to give someone feedback and why we avoid it. Participants will also learn about an effective feedback model and how to avoid value judgments.

Interacting With Ill Coworkers

Having a seriously-ill employee in the workplace can be difficult for both the employee and their coworkers. The situation can create stress and awkward conversations. This class is meant to ease the stress of these interactions by teaching real strategies as well as do's and don'ts.

Interviewing For Interviewees

We spend more time at work than anywhere else so a decision as big as where to work deserves thought and planning. In this class, we will look at each of these individually: our values, interests, skills and passions. Participants will also learn how to put their best foot forward and be prepared for the interviewing process.

Introduction To Social Media Marketing

Are you overwhelmed with the vastness of social media and wonder how to even begin using it as a marketing tool? This introductory session will help you understand the basics of social media marketing. In addition, you will receive an overview of Facebook, Twitter, LinkedIn, Instagram, Pinterest, Snapchat, Google and Hootsuite. This session is a good first step toward creating a social media marketing plan for your organization.

Kindness

The goal of this seminar is to equip participants with the self-reflective tools needed to define kindness in their own lives. In today's world, kindness is more important than ever before, as we struggle together to adjust and adapt to an ever-changing idea of 'normal'. We will acknowledge why empathy and emotional intelligence are essential traits for everyone, and how kindness — an act of doing good deeds towards others — is needed in the workplace and at home with our friends, families and in our communities.

Leadership

Leadership is a critical skill that every professional should possess in order to be successful in today's work environment. In this interactive workshop, we will discuss essential skills to enhance your leadership abilities, such as motivating employees and strategies to strengthen communication skills. Through discussion and role-playing, we will explore the five components of an emotionally intelligent leader.

Leadership For Women

This class is specifically for women and covers the history and trends of women in leadership, as well as the special challenges and needs women have when in positions of leadership.

Leading in Times of Crisis

During periods of crisis, certain leadership traits have proven to be especially effective. In this class, learn how great leaders in history have used their skills to communicate, adapt, and bring people together in the face of unprecedented world events. Participants will leave this course with practical strategies and tools to calm, inspire, and motivate those who look to you for guidance.

Life in Today's Uncertain Times

The uncertainty of our world poses many challenges for us in the workplace and at home. The increase of stress from social and racial tension, along with its fast-changing climate, requires tools to make good decisions. This class will look at the dynamics of this environment and provide the tools for managing the range of emotions we feel. This includes ways of talking with coworkers regarding sensitive issues, as well as taking care of ourselves and increasing our resiliency.

Listening Skills

Listening is more than just hearing words — it's about understanding their meaning. As one of the most essential skills in both personal and professional relationships, your ability to listen effectively can greatly impact your success. Join this interactive session to discover the art of active listening, learn techniques to enhance your listening IQ, and improve the quality of your interactions. Whether at work or in your personal life, honing your listening skills will help you communicate with greater clarity and connection.

Maintaining a Health-Conscious Workplace

For many of us, the last time we heard about incident command, safety, or a healthy work environment was during our onboarding process, which could have been many years ago! However, these topics, among others, have remained relevant and recent events have highlighted the need to reinforce and reinvent the way we communicate these ideas, through yearly training. This topic is centered on a novel, general pitch of these topics that will illustrate how employees can become involved and raise awareness of workplace policy management. While not a formalized training on these issues, the seminar will spark conversation and ideas about how to better implement safety and health-conscious attitudes in the workplace and serve as a springboard to the government-certified courses.

Maintaining a Safe Work Environment

A safe work environment is created by organizational leadership and staff. It involves understanding risk. It also involves defining unacceptable behavior and establishing consequences. Workplaces are safer when employees know how to handle disruptive situations and effectively document incidents. Workplaces that are open to the public, and that service clients and customers, face special challenges which are also addressed in this session.

Making Meetings Effective

We often have to spend more time in meetings than we would like. Whether you attend or run meetings, we will review how you can make them efficient, effective and productive.

Making The Most of a Multi-Generational Workforce

This is the first time in history it's possible for five generations to work together. This class will help you understand why each generation has certain identifiable characteristics and how to best work with each generation, to create a cohesive and productive workforce.

Manager's Guide to Burnout

Burnout is a serious issue affecting the majority of today's employees. When left unaddressed, it can drastically lower not only their work performance, but their mental and physical health as well. In this presentation, managers will learn what burnout is, how to recognize it in their employees, and how to help.

Manager's Guide to Check-In Conversations

We know that from time to time everyone needs a check-in. This class will provide you with tips and tools to use during these conversations with your employees. During this session, we will look at what our role is, as a manager, when we notice or hear about an employee with a mental health concern. We will look at what is ok to do and say, and what is not ok. We will talk about when we need to bring in help to handle a situation and how to make a referral.

Manager's Guide to Self-Care

So often we think that the best manager is the one who can take care of everyone else. So, getting managers to buy into the notion that they come first can be challenging. During this class, we will discuss why it is important to put yourself first and how to do that. We need to understand and embrace the notion that we can not just keep giving of ourselves. We must take time to unplug and recharge so that we can be the best version of ourselves. Only then, can we be good role models and effective leaders.

Managers Guide to Promoting Family Health

When managers show they care, employees are more likely to be more dedicated to their work. Managers will learn how to empower employees with knowledge to promote and maintain healthy living on the home front.

Managing Priorities To Maximize Your Day

To keep up in today's dynamic and fast-paced business environment, people need to continuously improve their planning and prioritizing skills. Feeling overwhelmed by competing priorities, tight deadlines, meetings, emails and interruptions can derail professional growth, impair team performance and lead to stress and burnout. The focus of this program is on obtaining practical skills, tools and techniques to maximize collective gains in effectiveness and increase productivity. Through interactive participation and analysis of their own data, participants will learn a set of tools they can apply, to achieve better results.

Managing Social Connections

Managing social connection is essential for our workplace to be an environment of appropriate work relationships between direct reports, employees and supervisors. In a competitive world, savvy searchers can discover corporate strategy that is unintentionally disclosed through communication on social networks. Workers may expose themselves to wrongful termination, their companies to harassment, or other legal actions through inappropriate communications. Participants will learn how to protect their reputations and the productivity of their company.

De-escalation for Managers (cont.)

Managing Stress for Managers

This seminar will equip managers with tools to identify stressors — both good and bad — as well as the physical symptoms of stress and the bad habits that are presented when stress goes unchecked. Participants will examine many areas of life, including work expectations, relationships, nutrition, exercise, sleep, finances and time management. Managers will learn how to create a healthy lifestyle that ultimately benefits work and home.

Managing Strong Emotions: For Employees

Strong emotions are inevitable. This class goes beyond identifying emotions to help us manage and control ourselves when all of our buttons have been pushed. We need real strategies to enable us to say and do the right thing. We will share state-of-the-art techniques that will ensure you will keep your cool.

Managing Strong Emotions: For Managers

Preventing outbursts has become one of our most important tasks. Learn how to read your employees so you can keep strong emotions under control. Additionally, learning how to teach appropriate strategies for managing emotions, will be outlined in this class.

Managing Teleworkers: For Managers

This class addresses the unique challenges that managers face with their teleworkers. We will discuss reservations about allowing work to be done from home, the realities of today's workplace, the characteristics of good telemanagers and good candidates, potential benefits to managers, and challenges.

Managing Trauma In The Workplace

This training is about the signs and symptoms of traumatic experiences and Post-traumatic Stress Disorder (PTSD). In this training, you will learn about the history of PTSD, the signs and symptoms of PTSD, what qualifies as a traumatic event and how to intervene when someone is experiencing a flashback, nightmare or if they have been triggered. This training also discusses appropriate ways of coping with trauma stressors and how to practice self-care, after experiencing a traumatic event.

Mental Health Impacts

The events of the past few years have taken a major toll on the mental health of employees in all industries, and many workers feel their employers have not done enough to address their needs. Participants in this class will focus on supporting their employees to feel empowered to seek mental health support and to remove stigmas and barriers. Join this interactive discussion to gather resources and learn best practices to create a personalized action plan to build a healthier culture within your organization.

Mental Health: A Guide For Managers and Leaders

During this seminar, you will learn about what Mental Health is and its contributing factors. As managers and leaders, it's important to know what signs and symptoms to look for in employees. It is also critical to know what role you play, when it is or isn't appropriate to intervene, and who to partner with when you need help. You will leave this seminar with an understanding of the tools and techniques you can use to initiate and navigate these difficult situations/conversations.

Mentally Healthy Culture: A Focus on Workplace Wellbeing

Creating a positive, mentally healthy workplace is a team effort, and in today's fast-changing world, it's more important than ever! In this high-energy class, we'll dive into the essentials of fostering a thriving work environment where everyone feels supported. From tackling the rise in mental health challenges to offering actionable solutions, this session will equip managers and employees with the tools to boost well-being, resilience, and a positive vibe throughout the workplace. Get ready to ignite a healthier, happier culture!

Mentoring

Explore your potential through mentoring. Both personal and professional growth goals can be significantly supported, through the use of a mentor. This topic will help you understand what a mentor is, the different types of mentors, how to find and utilize the best mentor for your goals, the many benefits of having/being a mentor and much more.

Motivate, Recognize and Energize Employees

This high-energy seminar will help participants create a tool bag of techniques to motivate employees and managers. We will cover self-care, positive psychology, resiliency, laughter and more! This workshop discusses how motivation and recognition leads to increased productivity. Nonmaterialistic ways to make your employees feel special and valued will also be shared.

Motivation: Bringing Out The Best

In this class, we take a look at the inspiring theories of motivation and how they help us in our work, every day. The class is geared to employees but can be oriented as an effective manager's tool. This is a chance for all of us to examine what gets us motivated.

Motivational Interviewing

This class teaches the history of motivational interviewing, how to do it, what questions to ask and when this technique might be useful (e.g., for weight loss, smoking cessation or a gambling addiction).

New Years' Resolutions

Even though this class is meant for January 1 — everyday can be like January 1! This is a fact-filled class about resolutions that, when done properly, can truly change our lives. This seminar offers help, encouragement and guidance. The class is meant to be extremely interactive and participatory.

Nonverbal Communication

In this class, we will discuss how we communicate, without words. We'll look at the importance of body language and the messages it can covey. Discussion will focus on awareness and practice.

Opioid Addiction — Manager Version

Opioid abuse and dependence have become a national epidemic. This training will educate on what opioids are, as well as provide information on signs and symptoms of opioid abuse/dependence. This training also outlines what to do if you suspect an employee has an opioid problem and what the employer's responsibilities are in this situation.

Overcoming Work Fatigue

For many, working remotely is no longer new. But the joys of working in sweatpants from the comfort of home has given way to some unexpected challenges. From video call fatigue to social isolation, this topic explores strategies to implement consistent work from home success for employees and organizations alike.

Perfectionism

Perfectionism can be a tough habit to break, but it's time to take a closer look at the hidden dangers of striving for "perfection." In this motivational session, we'll explore why the pursuit of perfection can hold you back and discuss the importance of letting go of this behavior. You'll leave with practical strategies and actionable tips to overcome perfectionism and embrace progress over perfection.

Performance Management

The performance management process, when implemented well, ensures that people have the right training, support and feedback to accomplish their jobs. As a manager, you play an integral role in this process. In this session, we will look at what an effective performance management process looks like and how providing coaching and developmental opportunities, can increase the likelihood that employees will achieve results that are in line with the organization's mission and objectives.

Practical Productivity

During this seminar we will dive in to look at how current events are affecting productivity, while identifying and understanding the pros and cons of a constant connection. We will discuss dealing with changing technology and how we can be more effective through email, our smartphone and other devices. The goal is to understand how we can make technology work for us.

Preparing For Interviews

The interview is the opportunity for you to sell your skills and to show the interviewer why you are the right fit for the position. In this class, we will cover the tools and techniques to learn how to make a great first impression in an interview.

Preventing Sexual Harassment

In this seminar we discuss the definition and history of sexual harassment, as well as the different types that can occur. This complex topic will be broken down for employees to understand how important it is to create a respectful workplace. Bullying behavior is also explained, and best practices to handle it are discussed.

Preventing Sexual Harassment in CA

This class will meet the requirements of the state of California's mandated training for compliance, which supervisors are required to take every two years.

Preventing Sexual Harassment in NY

This class will meet the requirements of the State of New York's mandated training for compliance, which employees are required to take annually.

Procrastination

Do you tend to "get stuck" and put things off? Are you often faced with panic surrounding a deadline? Many of us tend to procrastinate at times, which is why it's vitally important to understand what drives your procrastination. Join us to discover why you procrastinate and learn tactics to get unstuck, just do it, and move productively forward!

De-escalation for Managers (cont.)

Professional Use of Texting

In today's day and age, with so much technology at our fingertips, one thing we have become very accustomed to is texting, whenever and wherever we are. One thing we have to be very careful of is using texting appropriately in the workplace. This seminar is designed to help both employees and managers use texting in a professional way.

Professional Writing and Email Etiquette

How do you ensure your email will be read? This program identifies the do's and don'ts of email and offers suggestions for writing emails in a way that captures the attention of the recipient and gives them all the pertinent information. The presentation includes information about subject lines, format, content, emotions, grammar and punctuation, signatures and the use of CCs and BCCs.

Psychological Wellness in The Workplace

Psychological wellness is a class that explains how and why it is critical that we learn how to feel safe at work. We will delve into the challenges and practices of creating a safe workplace. The focus will be on the benefits of creating a psychologically safe space for all employees, as well as some of the consequences of not having a safe environment.

PTS in The Workplace

During this seminar, you will learn about Post-traumatic Stress, how it impacts people in the workplace, and what role you play. It's important to know that it is a human condition not exclusive to veterans and that many people you know and work with may have experienced in the past. Some will have symptoms of post-traumatic stress more intensely than others. Our role is to try to respect their experiences and be supportive during and following difficult situations.

Quality Improvement

Making an organization, team or department the best it can be is something we all need to be responsible for, on a daily basis. Continuous improvement is the only way to look at and make the necessary changes. We will do an overview of a few tools that can help you move forward. Fish boning, process-mapping and change management are a few skills that will be introduced.

Recognizing the Troubled Employee

In this seminar you will learn to recognize an employee who may be struggling with a variety of issues that can impact their work, and learn how these issues can impact an organization. You will learn key strategies to address these issues to help the employee be productive and thrive in the work environment.

Renewing Your Human Resources

This class is meant to cover work burnout, depression and the blues. It's a real motivational pep talk that teaches self-care and the importance of self-motivation on a daily basis.

Resilient Leadership

The past few years have forced leaders to reexamine what it means to lead during challenging times, and how to be resilient in the face of never-ending change and uncertainty. This session will allow participants to reflect on their own leadership styles while providing them the resources to act thoughtfully, empower others, embrace challenging conversations, and utilize research driven best practices in the field of leadership development. Join this interactive session as we discuss the leadership traits we all admire to equip you to model resiliency for your employees and colleagues.

Respect for All in the Workplace

The goal of this class is to provide participants with a fundamental understanding of the power of creating an inclusive workplace for colleagues while demonstrating respect for all members of an organization. An inclusive, respectful environment for all is a universal expectation, and this class highlights specific action steps to show respect and support to members of the LGBTQI+ and African American communities. Finally, participants will gain a deeper understanding of implicit bias, microaggressions and code switching.

Riding the Change Wave

Change is one of life's constants. Like waves on the ocean, there will always be one after another. Each one can provide excitement and a challenge, or it can wipe you out. This workshop begins with a look at the change process, types of change and then provides eight strategies to help when the transition is at home or work.

Science of Goal Setting

This class examines goal setting as a brain function. We will look at how the brain works by creating an awareness of the mental process, making it easier for us to develop new habits in relation to goal setting.

Shifting Priorities: Being Your Best on a Shift Schedule

Changing to a shift schedule can be a dramatic change for you and your family. Variable schedules pose challenges, but the benefits can also be positive. In this class, we will show that a little planning combined with family cooperation goes a long way to making the most of the opportunities of shift work.

Staying Connected in Today's Digital World

With the advances in technology that we have today, connecting with others is right at our fingertips. However, loneliness is at an all-time high. During this training, we will take a look at how technology has changed our day-to-day social interactions and how these changes have affected the way we connect and interact with others. We will explore ways to use technology wisely, yet still maintain that personal touch in our relationships.

Stick With it

What dreams or goals do you harbor that seem out of reach? In this program, participants will gain tips and insights into making those dreams a reality using plans, anticipating what may come, saying yes, identifying myths and obstacles, determining techniques for starting and exploring motivators, encouraging flexibility and finding the ability to keep moving forward, to achieve your goals.

Storytelling

Storytelling is a powerful way of putting ideas into the world. Not only do they move us, inspire us and make us feel alive, stories can bring us hope and make us understand life better. This is not just a feel-good class, storytelling is now recognized as one of the top five skills needed for business leaders. We will examine what goes into good story telling and how it can be a powerful tool for business.

Stress Management for High Burnout Professions

This seminar is designed to give managers and directors the tools to assess and address their needs, as well as their employees' needs, in a high-stress, high-trauma work environment. We will explore the newest research and what experts are saying, including the seven signs that correlate with burnout.

Stress Management for Managers

Step by step seminar on what stress is, how it effects your team, and ways managers can help de-escalate their own stress and that of their staff. This is all about stress, with tips and tools to manage stress for both you and your employees.

Stress Management for the New Professional

Stress, especially the pressures of handling a new profession, can be difficult to deal with. Knowing effective ways to help deal with this stress is crucial for being positive every day at work. Excessive stress can interfere with your emotional and physical well-being, which is not the way anyone would like to start their new career. In this class, you will learn ways to cope and manage your stress levels to keep yourself at the top of your game.

Substance Abuse for Managers

There are several aspects of substance abuse that managers need to know in order to understand how to deal with workplace issues legally, sensitively and fairly. Your EAP is the ultimate resource, but often a manager is the gatekeeper for making sure that employees who need help, get help.

Success

In today's world, success looks very different. In this seminar, participants will define success, identify skills to increase your success, and what current research suggest. This interactive session will ask you to identify your goals and actionable next steps to achieve your independent level of success. This state of the art class will define terms in today's every changing world. We will delve into what we have experienced and how it has redefine success in our lives.

Successful Hybrid Work Practices

The flexibility of work arrangements has increased greatly over the past few years. In this seminar, participants will discuss the benefits and challenges of hybrid work arrangements, and what to consider before making the transition. Topics covered in this course include documenting your arrangement and communication needs, as well as the potential impact that telework can have on your work and home life balance.

Succession Planning

In today's fast-paced, ever-changing world, preparing for the future is more important — and challenging — than ever. This seminar will walk you through the key concepts and terms of succession planning, while addressing the unique challenges it presents. We'll also explore the emotional aspects involved, both for those transitioning out and those remaining. Join us to learn how to navigate the process with clarity and confidence, ensuring a smooth transition and a strong future for your organization.

De-escalation for Managers (cont.)

Suicide Awareness and Prevention for Managers

During this managers class, we will review both myths and facts about suicide. We will discuss the warning signs to look for, as well as when and how we intervene. Managers will leave this session with tips for navigating difficult conversations, as well as how to get employees the help they need.

Suicide Prevention

In today's world, knowing the early warning signs of suicide is of critical importance. In a considerate manner, this seminar will explore the ways we can all play a role in identifying the warning signs and implementing suicide prevention programs at work and in our community.

Surviving Mergers and Acquisitions

In this seminar, participants will learn what to expect in the midst of organizational change, find out ways to navigate through the process and review the five phases of dealing with change. They will also learn about the opportunities and importance of self-care, and making a commitment to the new business structure and culture.

Survivor's Guide to Downsizing

Companies are under economic pressure to remain competitive and survive. Downsizing, or rightsizing, is happening rapidly everywhere — from one day to another, from one minute to the next. The major purpose of this workshop is to help move you to action.

Taming Tech

Access to technology at all times has led to a drastic change in our work habits, and must be carefully monitored to ensure we do not let technology overwhelm us. This seminar is designed for participants to reflect on their daily technology usage and organizational skills to set and achieve new goals. As workdays get longer for so many, participants will leave this class with the tools and resources to ensure our technology works to make our lives easier and less stressful.

Teamwork

The ability to understand and communicate effectively in teams is an important part of our personal and professional success.

Through discussion, interactive exercises and a debriefing session, we will learn how to apply successful team concepts and strategies in very practical ways and explore how teams can work together most effectively.

The Art of Negotiation

There is no job that doesn't use negotiation. It is the key to our career success. We all know that no one gives us anything for free, it is all about give and take. This is a motivating class in which individuals learn to strengthen their own personal negotiation techniques.

The Importance of Showing Up to Work

Showing up for work demonstrates one's commitment, work ethic and an understanding of one's role in the larger scope of the organization. In this training, participants will identify work ethics, explore the impact of absenteeism in the workplace (the cost to business through the theft of time and the effect on morale), to determine how to encourage attendance and look at illness, root causes of absenteeism and tardiness.

The Power of Persuasion: How to Influence Others

We all need to convince people to do or avoid certain things. We will cover best practices, tips and examples of how to shift your style in a way that best appeals to the audience you're speaking to.

Thinking Traps

This is an exploratory process as to how our thoughts can decrease our productivity and our passions. We'll look at how to define thinking traps, as well as how to action plans to overcome them.

Trust

A cornerstone of every relationship is trust. Defining trust and understanding its components are essential for meaningful relationships within our personal and communal lives. We will discuss why you need to trust others, how you get it, how you lose it and how you get it back.

Unconscious Bias

Are we on top of our biases, or might we be harboring some prejudices that lie outside of our awareness? This program will define unconscious bias and give us a framework for how we understand it. With numerous discussion opportunities, participants will explore biases, look at how unconscious bias is measured, examine the conflict that arises between one's natural inclination to categorize vs. the conscious drive towards diversity, and identify ways to overcome these biases. *No recordings of live sessions for this topic.

Understanding Personality Types

Understanding personality types can be somewhat confusing. This one-hour seminar is designed to gain a practical understanding of the different types of personalities and teach you how personality types can impact our behavior. Participants will identify their own personality type to learn how to use type preference as an energy management tool that enhances their skills in interpersonal communication.

Working with Children Home

With work more home and hybrid work arrangements becoming more prevalent, some parents are being asked to do more to meet the needs and wants of their children. In this class, participants will learn best practices for younger and older children to have routines and structure during the workday. This course will provide suggestions and resources on how to be productive and enjoy the special moments of parenthood.

Working with Millennials

Millennial stereotypes often mischaracterize a mission based generation that seeks purpose and joy in their work lives. During this seminar, participants will explore how best to support the next generation of employees by reflecting on millennial values, expectations, relationships, and etiquette. Join this interactive session to discuss millennial misconceptions, as well as the unique cultural contributions and traits millennials can bring to your team.

Workplace Trauma — For Managers

Understanding the various aspects of trauma is part of living in today's challenging world. In this seminar, you will learn about the different aspects of trauma, including traumatic stress, Post Traumatic Stress Disorder, grief, and organizational trauma. The main focus of the class is understanding how trauma impacts the workplace and learn best practices for leaders.

You're Promoted! The New Manager

Being promoted to a leadership position for the first time is a celebratory transition that also requires preparation in being an effective manager for your team. This interactive class is tailored for recently promoted managers to discuss the importance of influencing and inspiring others. Participants will learn best practices and receive resources to communicate clearly, build confidence within their team, how to delegate equitably, and provide timely and empowering performance reviews.



Why Mutual of Omaha

Over 50 years of Mutual of Omaha's Wild Kingdom taught us that the animal kingdom and the human kingdom have something in common ... an instinct to protect what matters most. Through insurance and financial products, we help people protect their lives, protect their families, protect their kingdoms.

MutualofOmaha.com

Mutual of Omaha

Employee Assistance Program Training Request

Comprehensive EAP Plans



Our training vendor requires a minimum of three weeks' notice when requesting a training. Please complete this form and e-mail it back to **eap.consultants@mutualofomaha.com**.

Date request submitted: Click or tap here to enter text.

Company name: Click or tap here to enter text.

Contact person for this training
Name: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Email: Click or tap here to enter text.

Name of Training (as listed in EAP 2024 Training Catalog)**:**
Click or tap here to enter text.

Proposed date and time of training, including time zones (if possible, list several options)**:**
Click or tap here to enter text.

Webinar or on-site? (if on-site, provide address training will be held)**:**
Click or tap here to enter text.

If webinar, would you like to use BLI's Webex platform or your own platform?
Click or tap here to enter text.

I understand that this training will count towards our company's allotted number of on-site hours available in a calendar year (one hour per 100 employees, maximum of 20 hours.)

Please initial: _____

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: APPROVE AND AUTHORIZE THE MAYOR TO SIGN CONTRACT AGREEMENT IN THE AMOUNT OF $50,000 BETWEEN THE CITY OF COLUMBIA AND KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR AN EAST COLUMBIA SMALL AREA PLAN - WARD 3

RECOMMENDATION: Approve and authorize the contract.

INFORMATION: The City of Columbia, working with the South Central Tennessee Community Development District, was awarded a 2024 Healthy Built Environments grant in the amount of $50,000, per Resolution 24-64. The RFQ was completed and Kimley-Horn and Associates, Inc. was identified to conduct professional services. The services shall include engagements, assessments and rendering of an East Columbia Small Area Plan to be presented to stakeholders. The contract outlines the project to be completed in one phase with two groupings of tasks.

CERTIFICATION: The Chief Financial Officer certifies that $50,000 is budgeted and unencumbered in Grants - Professional Services.

ATTACHMENTS: Staff Report, Contract.

Kimley»Horn

February 24, 2025

Paul Keltner
Community Development Director
City of Columbia
700 N Garden Street
Columbia, Tennessee 38401

Re: Letter Agreement for Professional Services for
East Columbia Small Area Plan

Dear Keltner:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement ("Agreement") to the City of Columbia ("Client") for providing planning services for the East Columbia Small Area Plan ("Project"). The following scope of services and fees are based on our discussions, project kick-off meeting and City of Columbia design standards and requirements.

Project Understanding

Kimley-Horn understands that the Client is requesting services to prepare small area master plan for the East Columbia neighborhood to assess the current inventory of pedestrian infrastructure and to provide recommendations for future improvement projects. The project scope will consist of the services outlined in the RFP response dated January 2025, including a baseline conditions assessment, conducting a community workshop, development of the small area plan, and engagement with project stakeholders to facilitate approval of the plan.

This agreement is in response to the Client's selection of Kimley-Horn through the RFP process to provide planning services for the completion of the East Columbia Small Area Plan. Kimley-Horn will be the design team, and the City of Columbia is the authority having jurisdiction (AHJ). See Figure 1 for the location of the project.

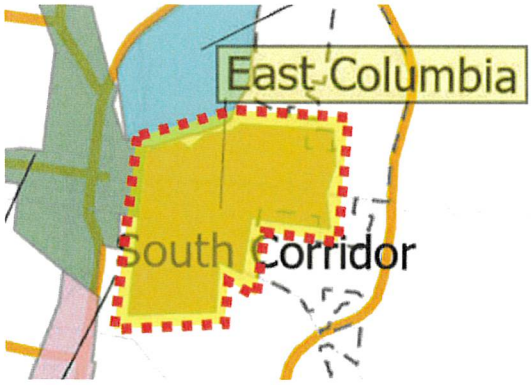

Figure 1 – East Columbia Small Area Plan Limits

The following elements will be provided as part of the project scope of services:

- Baseline Conditions Assessment
  - Walking Tour
  - Existing Conditions and Inventory Analysis
  - Issues and Opportunities Summary
- Community Workshop
- Small Area Plan Development
  - Priority Projects Evaluation
  - Transportation and Mobility Recommendations
  - Conceptual Priority Project Budgets and Phasing Recommendations
  - Analysis of Site for Potential Community Facilities
- Stakeholder Engagement Meetings

For This Project We Assume:

- Kimley Horn understands that all meetings and coordination for the project will be coordinated though the Client with all parties involved and there will not be separate coordination required between the different parties involved. This will be a joint team collaboration between all parties.
- Kimley-Horn understands the property is zoned to allow the intended use.
- This proposal assumes the project will be conducted in one (1) phase.
- The project is not adjacent to a state right-of-way. As such, permitting and coordination with TDOT is not included.
- Effort resulting from changes to the development scope or site plan after submittal of permit may require additional services.
- This proposal assumes the production and deliverable of one (1) Small Area Plan (SAP) document.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Baseline Conditions Assessment & Community Workshop

Task 1.1 – Kickoff Meeting

Kimley-Horn will begin by conducting a kickoff meeting with the AHJ to affirm the project scope and schedule, establish key project milestones, and discuss engagement strategies. This meeting will include a discussion of project goals and objectives, past challenges and successes, relevant elements and strategies from previous plans.

Task 1.2 – Walking Tour

Kimley-Horn will deploy members of the project team to lead a walking tour, with AHJ staff, of key focus

areas within the study area, including major vehicular and pedestrian routes within the study area. The purpose of the tour is to garner a first-person perspective of area's special conditions—both good and bad—and to engage members of the community.

Task 1.3 – Existing Conditions and Inventory Analysis
Kimley-Horn will supplement knowledge gained during the walking tour with an inventory and analysis of readily available data. This could include:

- Land use patterns, development types, and residential mix
- Character and appearance
- Natural, cultural, and historic resources
- Pedestrian and bicycle facilities
- Transportation and transit infrastructure and traffic patterns
- Pedestrian and bicycle facilities
- Potential sites for future community development projects
- Access to jobs and services
- Healthy living and social interaction

Task 1.4 – Community Workshop
Kimley-Horn will work with the AHJ to prepare for and conduct a Community Workshop to engage workshop participants from the East Columbia Neighborhood to solicit their vision for the future. This workshop will serve to inform the community on the revitalization plan goals and objectives to ensure the SAP recommendations are grounded in the community's priorities.

Task 2 – Small Area Plan Development & Stakeholder Engagement

Task 2.1 Draft Small Area Plan
Kimley-Horn will create one (1) initial draft of the SAP that summarizes the findings of the activities outlined in Task 1 and will prepare scenarios illustrating infrastructure improvement projects identified in Task 1 and present them to the AHJ staff for review and input. Kimley-Horn will identify achievable small-scale projects that will fill the gaps in the current pedestrian network as well as projects that help to further the goals of Connect Columbia and the Comprehensive Plan and will develop estimated budgets and timelines for the phasing and completion of the projects.

Task 2.2 Final Small Area Plan
Guided by the community vision, opportunities, challenges, and direction and feedback provided by the AHJ staff from the Draft Small Area Plan findings and scenarios, the team will prepare one (1) final draft of the Small Area Plan that addresses:

- Assessment of the current condition of pedestrian infrastructure in the target area
- Evaluation of priority projects selected by AHJ staff and community residents
- Summary of projects to address gaps in the pedestrian, bicycle and multimodal network
- Area-wide transportation, connectivity, and mobility recommendations
- Recommendations for greenway corridor locations

- Conceptual budgets and phasing for priority projects and potential grant opportunities
- Considerations for addressing natural, cultural and historic resources
- Identification of potential development sites for future facilities for community benefit
- Strategies for increased access to jobs and services
- Projects that focus on healthy living and social interaction

Task 2.3 Stakeholder Engagement
Working with the AHJ staff, our team will create a draft executive summary document to accompany the Final Small Area Plan document to present to the community, project stakeholders, and AHJ staff and officials at one (1) Planning Commission Meeting, and one (1) City Council Meeting.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Grant administration services
- Additional meetings beyond those listed above
- Additional design beyond the scope that is outlined above
- Others as requested by the Client

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Lidar topographic data of the project area
- Available plans of City parks, greenways, and roadway improvement projects

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 and 2 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Baseline Conditions Assessment & Community Workshop	$20,000	Lump Sum
2	Small Area Plan Development & Stakeholder Engagement	$30,000	Lump Sum
Total Fee		**$50,000**	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to The City of Columbia.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Josh Rowland, PLA
Associate

Brendan Boles, PE, LEED
Vice President

Agreed to this _____ day of _____, 2025.

City of Columbia

By: _____

_____
(Date)

_____
(Print or Type Name)

Title: _____
(Member or Manager, as authorized)

_____
(Email Address)

_____, Witness
(Print or Type Name)

Attachments – Standard Provisions

Approved as to Legal Form:

Jake Hubbell, City Attorney

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) **Client's Responsibilities**. In addition to other responsibilities herein or imposed by law, the Client shall:
   a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
   c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
   d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
   e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
   f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
   g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
   h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.

3) **Period of Services**. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.

4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
   a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
   b. The Client will remit all payments electronically to:
      Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
      Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
      Account Number: 2073089159554
      ABA#: 121000248
   c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.

d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.

6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at https://www.kimley-horn.com/khts-software-license-agreement ("the License Agreement") which terms are incorporated herein by reference.

7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating

party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.

10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

16) **Construction Phase Services.**

a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.

b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Lauryn Shockey, Administrative Assistant, LShokcey@Columbiatn.gov, 931-560-1529

AGENDA ITEM TITLE: APPROVE BID AWARD AND EXECUTION OF CONTRACT WITH NICKELL CONTRACTING, LLC FOR THE SOUTH MAIN STREET AND EIGHT STREET ROUNDABOUT PROJECT IN THE AMOUNT OF $701,276.50 – WARD 3 -DEVELOPMENT SERVICES.

RECOMMENDATION: Approve.

INFORMATION: In response to requests for bids for the South Main Street and Eighth Street Roundabout Project, two responsive bids were received on March 6, 2025. The bids were from Sessions Paving in the amount of $776,281.00 and Nickell Contracting, LLC in the amount of $701,276.50. Neel-Schaffer, Inc., the consulting engineer on this project, recommends bid award to Nickell Contracting, LLC in the amount of $701,276.50.

CERTIFICATION: The Chief Financial Officer certifies that funds will be proposed to be budgeted in the next appropriations amendment in Capital Projects - General Govt - Site Development.

ATTACHMENTS: Staff Report S. Main Street and Eighth Street Roundabout, S Main Street and Eighth Street Roundabout Contract Executing



CITY OF COLUMBIA
TENNESSEE

CONTRACT E 2023-03

Specifications, Bid, and Contract Documents for:

South Main Street and 8th Street Roundabout

City of Columbia, Tennessee

Fiscal Year 2024-2025

Prepared by:

Neel-Schaffer, Inc.
210 25th Avenue North, Suite 800
Nashville, Tennessee 37203

Phone: +1 (615) 383-8420

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Drug-Free Workplace Affidavit ..... Section 09

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Contract prepared by:



Approved by:

Digitally signed by Glenn Harper

Glenn Harper, PE, City Engineer

Approved as to legal form:

Jake Hubbell, City Attorney

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CITY OF COLUMBIA
TENNESSEE

SECTION 01

Invitation to Bidders

Contract E 2023-03

South Main Street and 8th Street Roundabout

City of Columbia, Tennessee

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Invitation to Bidders

February 9, 2025

Separate sealed BIDS for the **South Main Street and 8th Street Roundabout** in the City of Columbia, Tennessee will be received by the City of Columbia, OWNER at City Hall, the Office of the City Engineer, 700 N. Garden St., Columbia, Tennessee, 38401, until 10:00 AM CST, local time, on March 6th, 2025 and then at said place publicly opened and read aloud.

The Work to be done consists of the providing labor, materials, equipment, insurance and bonds to install a roundabout at the intersection of South Main Street and 8th Street in downtown Columbia.

No BIDS will be received or accepted after the above specified time for the opening of BIDs. BIDs submitted after the designated hour will be deemed invalid and returned unopened to the Bidder.

Copies of electronic BIDDING DOCUMENTS may be obtained from the Engineering Department, located at 700 North Garden Street, Columbia, Tennessee (931) 560-1560. Send all requests to gharper@columbiatn.gov. Electronic bidding documents will be available on Monday, February 10th, 2025 after 10:00 AM.

BIDS shall be accompanied by a cashier's check or BID Guarantee bond in the amount not less than five percent (5%) of the BID made payable to the City of Columbia, OWNER, and subject to the conditions provided in the INSTRUCTIONS FOR BIDDERS.

The successful Bidder will be required to furnish an acceptable PERFORMANCE AND PAYMENT BOND, each in the amount of one hundred percent (100%) of the contract price. All bids submitted must conform to the requirements of the Tennessee Code Annotated 62-6-119.

The project herein described is to be completed within 120 calendar days from the Notice to Proceed. Liquidated damages for delay of completion of contract will be in accordance with the AGREEMENT (Contract).

No Bidder may withdraw his BID within ninety (90) days after the actual BID date of the opening thereof.

All Bidders must be TDOT Prequalified and licensed CONTRACTORs to perform the type construction herein described as required by Tennessee Code Annotated. BIDs must be submitted at the time and place indicated in the INVITATION TO BIDDERS and shall be included in a sealed envelope marked:

1. Project title,
2. Bidder’s name and address,
3. Bidder’s Tennessee CONTRACTOR’s License Number and Expiration Date,
4. Bidder’s License Classification,
5. Contract for which BID is enclosed.
6. Business phone number and email address of contact person.

A non-mandatory Pre-Bid Meeting will take place at the City of Columbia Conference Room B located at 700 North Garden Street, Columbia, Tennessee 38401, on Monday, February 17th, 2025 at 2:00 PM CST.

The City of Columbia is an equal opportunity affirmative action employer, drug-free with policies of non-discrimination on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service.

Questions may be addressed to the City Engineer, Glenn Harper, PE, gharper@columbiatn.gov.

The OWNER reserves the right to waive any irregularities or reject any or all BIDS.

Office of the City Engineer
City of Columbia, Tennessee, OWNER
END OF SECTION

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CITY OF COLUMBIA
TENNESSEE

SECTION 02

Instructions for Bidders

Contract E 2023-03

South Main Street and 8th Street Roundabout

City of Columbia, Tennessee

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Instructions for Bidders

1. DEFINED TERMS

Terms used in these Instructions for Bidders which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700) (2007 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation may be obtained from ENGINEER (unless another issuing office is designated in the Advertisement or Invitation to BID).

2.2. Complete sets of Bidding Documents shall be used in preparing BIDs; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of the incomplete sets of Bidding Documents.

2.3. OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining BIDs on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of OWNER's request written evidence, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each BID must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1. Before submitting a BID, each Bidder must:

a) examine the Contract Documents thoroughly;

b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work;

c) familiarize himself with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and

d) study and carefully correlate Bidder's observations with the Contract Documents.

4.2. Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his BID each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his BID for performance of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.3. On request, OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his BID.

4.4. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

4.5. The submission of a BID will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to ENGINEER in writing. Replies will be issued by Addendum mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of BIDs will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY

6.1. BID Security shall be made payable to OWNER, in an amount of five (5) percent of the Bidder's maximum BID price and in the form of a certified or bank check or a BID Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of the General Conditions.

6.2. The BID Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, OWNER may annul the Notice of Award and the BID Security of that Bidder will be forfeited. The BID Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by OWNER to CONTRACTOR and the required Contract Security is furnished or the sixty-first day after the BID opening. BID Security of other Bidders will be returned within seven days of the BID opening.

7. CONTRACT TIME

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Invitation to Bidders and will be included in the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. When it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement." The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions which may be supplemented in the Supplementary Conditions.

10. SUBCONTRACTORS, ETC.

10.1. If the Supplementary Conditions require the identity of certain subcontractors and other persons or organizations to be submitted to OWNER in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the BID opening submit to OWNER a list of all subcontractors and other persons or organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person, and organization if requested by the OWNER. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in BID price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his BID Security. Any subcontractor, other person or organization so listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER.

10.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award, may only subcontract other portions of the Work with OWNER's written consent.

10.3. No CONTRACTOR shall be required to employ any subcontractor, other person or organization against whom he has reasonable objection.

11. BID FORM

11.1. The BID Form is attached hereto; additional copies may be obtained from ENGINEER.

11.2. BID Forms must be completed in ink or by typewriter.

11.3. BID schedules for the type BID requested shall be submitted as follows:

a) Lump Sum: BID Schedule shall be used for a single price project. BID shall be in numbers and words.

b) Unit Price: BID Schedule shall be used where multiple units are more appropriate. The following shall apply when using the Unit Price BID Schedule:

i) The unit quantities indicated on the BID Schedule are approximate, and the OWNER reserves the right to increase or decrease any or all unit quantities by Contract Change Order at the unit price BID. The total of payments to the CONTRACTOR for unit price BID items shall represent payment for only the actual quantities of Work installed.

ii) The BID Schedule in the BID Form lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, the Bidder will extend each item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the BIDs are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct.

11.4. BIDs by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.5. BIDs by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.6. All names must be typed or printed below the signature.

11.7. The BID shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the BID Form).

11.8. The address to which communications regarding the BID are to be directed must be shown.

12. SUBMISSION OF BIDS

12.1. BIDs shall be submitted at the time and place indicated in the INVITATION TO BIDDERS and shall be included in an opaque sealed envelope, marked:

- Project title;
- Bidder's name and address;
- Bidder's Tennessee CONTRACTOR’s License Number;
- Bidder's License Expiration Date;
- Bidder's License Classification;
- Contract for which BID is submitted; and
- Business phone number and email address of contact person.

12.2. BIDs must be accompanied by the BID Security and other required documents. If the BID is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1. BIDs may be modified or withdrawn by an appropriate document duly executed (in the manner that a BID must be executed) and delivered to the place where BIDs are to be submitted at any time prior to the opening of BIDs.

13.2. If, within twenty-four hours after BIDs are opened, any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to a reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of his BID, that Bidder may withdraw his BID and the BID Security will be returned. Thereafter, that Bidder will be disqualified from further Bidding on the Work.

14. OPENING OF BIDS

BIDs will be opened publicly and will be read aloud. An abstract of the amounts of the base BIDs and major alternates (if any) will be made available after the opening of BIDs.

15. BIDS TO REMAIN OPEN

All BIDs shall remain open for sixty days after the day of the BID opening, but OWNER may, in his sole discretion, release any BID and return the BID Security prior to that date.

16. AWARD OF CONTRACT

16.1. OWNER reserves the right to reject any and all BIDs, to waive any and all irregularities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, or conditional BIDs. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2. In evaluating BIDs, OWNER shall consider the qualification of the Bidders, whether or not the BIDs comply with the prescribed requirements, and alternates and unit prices if requested in the BID forms. It is the OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the BID form, but OWNER may accept them in any order or combination.

16.3. OWNER may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work. The identity of subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by OWNER.

16.4. OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

16.5. OWNER reserves the right to reject the BID of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

16.6. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

16.7. If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within sixty days after the day of the BID opening.

17. PERFORMANCE AND OTHER BONDS

The General Conditions and the Supplementary Conditions set forth the OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it shall be accompanied by the required Contract Security.

18. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter, CONTRACTOR shall sign and deliver at least three counterparts of the Agreement to OWNER with all other Contract Documents attached. Within ten days thereafter, OWNER will deliver all fully signed counterparts to ENGINEER. ENGINEER will identify those portions of the Contract Documents not fully signed by OWNER and CONTRACTOR and such identification shall be binding on all parties.

END OF SECTION

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CITY OF COLUMBIA

TENNESSEE

SECTION 03

Bid Submittal Form and Proposal

Contract E 2023-03

South Main Street and 8th Street Roundabout

City of Columbia, Tennessee

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Bid Submittal Form and Proposal

Project:	**South Main Street and 8th Street Roundabout**
Bidder's Name:	Kevin Baggett
Business Telephone No.:	931-388-3644
Company Name:	Nickell Contracting, LLC
Contractor's License No. & Classification:	81702 BC-B, BC-C
Contractor's License Expiration Date:	August 31, 2026
Liability Insurance Carrier:	Grange Insurance Companies
Liability Insurance Policy No.:	CPP2879321-01
Automobile Insurance Carrier:	Grange Insurance Companies
Automobile Insurance Policy No.:	CA2879322-01
Workman's Compensation Carrier:	Business First Insurance Co.
Workman's Compensation Policy No.:	521-23472

In accordance with the specifications and other bid requirements provided, the undersigned agrees to provide the below-listed bid items at the price(s) set forth below. **This is a firm bid and not subject to withdrawal or change by the bidder for a period of ninety (90) days.**

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any irregularities in the bidding for the best interest of the City.

The Bid includes all labor, equipment, and materials to perform the construction installation outlined in the drawings and specifications. Bidder acknowledges that: (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item; and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment lump sum will be based on bid price.

Total Lump Sum Bid Price (in words):

SEVEN HUNDRED ONE THOUSAND, TWO HUNDRED SEVENTY SIX DOLLARS & FIFTY CENTS

($ 701,276.50)

Bidder's Name: (print) Kevin Baggett

Bidder's Signature:

Title of Above: Project Manager

Date: 03.06.2025

Attest:

Seal (if bid is by a corporation)

Bid Tab Form

Foot-notes	TDOT Pay Item No.	Description	Unit	Est. Qty.	Unit Price	Extended Amount
	105-01	Construction stakes, lines, and grades	L.S.	1	$46,000	$46,000
	202-03	Removal of rigid pavement, sidewalk, etc.	S.Y.	241	$27.50	$6,627.50
	202-03.01	Removal of asphalt pavement	S.Y.	1,051	$16.50	$17,341.50
	202-08.10	Removal of curb (6" detached curb)	L.F.	219	$8.80	$1,927.20
6	203-01	Road and drainage excavation (unclassified)	C.Y.	50	$27.50	$1,375.00
	203-04	Placing and spreading topsoil	C.Y.	73	$19.80	$1,445.40
6	204-08.01	Backfill material (flowable fill)	C.Y.	10	$715	$7,150.00
	209-03.20	Filter sock (8")	L.F.	1,370	$4.40	$6,028.00
	209-09.43	Curb inlet protection, Type 4	Each	16	$275	$4,400.00
	303-01	Mineral aggregate (type A base grading D)	Ton	351	$46	$16,146.00
3, 4	303-10.01	Mineral aggregate (size 57)	Ton	125	$38.50	$4,812.50
	307-01.08	ACS mix (PG 64-22) (HMPB-HM) grading BM-2	Ton	102	$200	$20,400.00
	402-01	Bituminous material for prime coat (PC)	Ton	1	$1,500	$1,500.00
	402-02	Aggregate for cover material (PC)	Ton	6	$300	$1,800.00
	403-01	Bituminous material for tack coat (TC)	Ton	5	$1,500	$1,500.00
	407-20.05	Saw-cutting asphalt pavement	L.F.	1,307	$7.80	$10,194.60
	411-01.10	ACS mix (PG 64-22) grading D	Ton	487	$164	$79,868.00
	415-01.01	Cold planing bituminous pavement	Ton	386	$55	$21,230.00
	604-01.01	Class A concrete (roadway)	C.Y.	30	$1,190.33	$35,710.00
4	604-03.01	Class A concrete (bridges)	C.Y.	14	$2,802.14	$39,230.00

Foot-notes	TDOT Pay Item No.	Description	Unit	Est. Qty.	Unit Price	Extended Amount
4	604-03.02	Steel bar reinforcement (bridges)	lbs.	1,185	$1.32	$ 1,564.20
	604-04.25	Stone veneer finish	S.F.	130	$38.50	$ 5,005.00
	607-02.02	15" concrete pipe culvert (class III)	L.F.	162	$ 104.50	$ 16,929.00
	611-01.20	Adjustment of existing manhole	EA	1	$4,400	$4,400.00
	611-02.11	Junction box, Type 2	Each	2	$7,150	$ 14,300.00
	611-09.01	Adjustment of existing catch basin	Each	3	$ 3,300	$ 9,900.00
	611-12.01	Catch basins, Type 12, 0'-4' depth	Each	9	$7,480	$67,320.00
1	701-01.01	Concrete sidewalk (4")	S.F.	2,165	$ 11.65	$ 25,222.25
1	701-02.03	Concrete curb ramp	S.F.	591	$24.10	$ 14,243.10
1	701-03	Concrete median pavement	C.Y.	10	$1,120	$11,200.00
2	702-01	Concrete curb	C.Y.	30	$ 560	$ 16,800.00
2	702-03	Combined curb & gutter	C.Y.	33	$692	$22,836.00
4	709-99.99	Round river stone rip-rap (3"-6")	C.Y.	12	$ 400	$ 4,800.00
	712-01	Traffic control	L.S.	1	$ 12,500	$12,500.00
	712-02.10	Portable barrier rail (MASH TL-3)	L.F.	900	$ 13.80	$ 12,420.00
	712-04.01	Flexible drums (channelizing)	Each	50	$ 42.50	$ 2,125.00
	712-06	Signs (construction)	S.F.	151	$ 8.75	$ 1,321.25
	712-07.02	Temporary barricades (type II)	L.F.	30	$ 18.40	$ 552.00
	712-09.03	Removable pavement marking (channelizing striping)	S.Y.	12	$72	$864.00
	712-09.04	Removable pavement marking (stop line)	L.F.	165	$ 50	$ 8,250.00
	712-09.09	Removable pavement marking (4" line)	L.F.	3,660	$ 5.25	$ 19,215

Foot-notes	TDOT Pay Item No.	Description	Unit	Est. Qty.	Unit Price	Extended Amount
	713-11.02	Perforated/knockout square tube post	lbs.	259	$7.25	$1,837.75
	713-11.23	Round post slip base	Each	3	$825	$2,475.00
	713-13.02	Flat sheet aluminum signs (0.080" thick)	S.F.	47	$26	$1,222.00
5	713-15	Removal of signs, posts, and footings	L.S.	1	$1,600	$1,600.00
	714-03.03	Direct burial conduit (1.5" PVC, Schedule 80)	L.F.	60	$38	$2,280.00
	714-05.05	Pull boxes (lighting, Type B)	EA	2	$615	$1,230.00
	714-06.08	Cable (lighting)	L.F.	80	$6	$480.00
	714-25.01	Electrical connection (lighting)	L.S.	1	$16,500	$16,500.00
	716-02.03	Plastic pavement marking (cross-walk)	L.F.	159	$11.25	$1,788.75
	716-02.04	Plastic pavement marking (channelization striping)	S.Y.	3	$40	$120.00
	716-05.08	Painted pavement marking (parking line)	L.F.	1,780	$1.25	$2,225.00
	716-08.01	Removal of pavement marking (line)	L.F.	4,790	$1.50	$7,185.00
	716-08.03	Removal of pavement marking (cross-walk)	L.F.	406	$6.75	$2,740.50
	716-08.05	Removal of pavement marking (stop line)	L.F.	116	$11.25	$1,305.00
	716-08.06	Removal of pavement marking (turn lane arrow)	EA	2	$120	$240.00
	716-13.01	Spray thermoplastic pavement marking (60 mil, 4" line)	L.M.	0.42	$13,200	$5,544.00
	717-01	Mobilization	L.S.	1	$22,000	$22,000.00
	797-07.60	Adjust existing manhole (sanitary sewer)	EA	1	$4,500	$4,500.00
	802-50.99	Planting soil	C.Y.	116	$106	$12,296.00
	806-02.01	Landscape mulch (shredded hardwood)	C.Y.	49	$125	$6,125.00
	N/A	Concrete stone cap	L.F.	38	$135	$5,130.00

Foot-notes	TDOT Pay Item No.	Description	Unit	Est. Qty.	Unit Price	Extended Amount
TOTAL BID PRICE: Seven Hundred One Thousand, Two Hundred Seventy Six Dollars & Fifty Cents					$	701,276.50

Item Footnotes

1. Base material under concrete sidewalks, curb ramps, and pedestrian islands. Contractor shall install and compact base material per TDOT standard drawing numbers MM-SW-1, MM-CR-4, and MM-CR-4.
2. The cost for concrete curb will include repair of any damage to existing asphalt incurred during the saw-cutting asphalt and forming of concrete curb.
3. Quantity includes 14.4 tons used for construction of retaining wall.
4. Quantity used for construction of retaining wall.
5. See sheet 2F1 of plans for additional information on this quantity.
6. To be used only as directed by Engineer.

CITY OF COLUMBIA
TENNESSEE

SECTION 04

Bid Bond

Contract E 2023-03

South Main Street and 8th Street Roundabout

City of Columbia, Tennessee

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BID BOND

BIDDER (Name and Address):

Nickell Contracting, LLC
785 Armstrong Lane
Columbia, TN 38401

SURETY (Name and Address):

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER (Name and Address):

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

BID:

BID DUE DATE: 03/06/2025
PROJECT: The Work to be done consists of the providing labor, materials, equipment, insurance and bonds to install a roundabout at the intersection of South Main Street and 8th Street in downtown Columbia.

BOND:

BOND NUMBER: MNB2503064
DATE: (Not later than BID Due Date) 03/06/2025
PENAL SUM: Five Percent of Amount Bid (5% of amount bid)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on this BID Bond, do each cause this BID bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:

Nickell Contracting, LLC
(Bidder's Name and Corporate Seal)

BY: [signature]
C. Grant Nickell Operations
(Signature and Title)

Attest: [signature]
Jennifer Hobby, Accounting
(Signature and Title)

SURETY:

Merchants National Bonding, Inc.
(Surety's Name and Corporate Seal)

BY: [signature]
R. Graham Nash, Attorney-in-Fact
(Signature and Title)
Attach Power of Attorney

Attest: [signature]
Jenna Durbin, Witness

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder any difference between the total amount of Bidder's BID and the total amount of the BID of the next lowest, responsible and responsive Bidder as determined by OWNER for the Work required by the Contract Documents, provided that:
   1.1 If there is no such next lowest, responsible and responsive Bidder, and OWNER does not abandon the Project, then Bidder and Surety shall pay to OWNER the penal sum set forth on the face of this Bond, and
   1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
   3.1 OWNER accepts Bidder's BID and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   3.2 All BIDs are rejected by OWNER, or
   3.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from BID Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after BID Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state and County in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, pre-paid postage, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executes, seals and delivers such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "BID" as used herein includes a BID, offer of proposal as applicable.
12. Addresses on BID Bond are to be used for giving required notice.
13. Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

END OF SECTION

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Chayse Feeback; Gregory E Nash; Kelly L Berry; Phillip H Condra; R Graham Nash

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

(Expiration of notary's commission does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of March , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

CITY OF COLUMBIA
TENNESSEE

SECTION 05

Notice of Award

Contract E 2023-03

South Main Street and 8th Street Roundabout

City of Columbia, Tennessee

NEEL-SCHAFFER
Solutions you can build upon

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NOTICE OF AWARD

TO: **Nickell Contracting, LLC** DATE: 3/7/2025
(BIDDER)

ADDRESS: 785 ARMSTRONG LANE
COLUMBIA, TN 38401

PROJECT: South Main Street And 8th Street Roundabout in The City of Columbia, Tennessee

CONTRACT: **E 2023-03 South Main Street And 8th Street Roundabout**

You are notified that your BID dated 3/6/2025 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 E 2023-03 South Main Street And 8th Street Roundabout.

The Contract Price of your contract is: Seven hundred one thousand two hundred seventy-six dollars & fifty cents ($701,276.50)

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 3/7/2025
(AUTHORIZED SIGNATURE) (DATE)

CITY ENGINEER
(TITLE)

ACCEPTANCE OF AWARD

Nickell Contracting, LLC
(CONTRACTOR)

BY: Kevin Bryant
(AUTHORIZED SIGNATURE)

3/11/25
(DATE)

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CITY OF COLUMBIA
TENNESSEE

SECTION 06

Agreement

Contract E 2023-03

South Main Street and 8th Street Roundabout

City of Columbia, Tennessee

NEEL-SCHAFFER
Solutions you can build upon

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AGREEMENT

SOUTH MAIN STREET AND EIGHTH STREET ROUNDABOUT CONTRACT # E 2023-03

THIS AGREEMENT is dated as of the _____day of _____ in the year _____ by and between the City of Columbia, Tennessee (hereinafter called **OWNER**) and

Nickell Contracting, LLC

(Hereinafter called **CONTRACTOR**).

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

Article 1. WORK.

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

The WORK to be done consists of the providing labor, materials, equipment, insurance and bonds to install a roundabout at the intersection of South Main Street and 8th Street in downtown Columbia.

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

SOUTH MAIN STREET AND
EIGHTH STREET ROUNDABOUT
FISCAL YEAR 2024-2025
CONTRACT # E 2019-02

Article 2. ENGINEER.

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

Article 3. CONTRACT TIMES.

3.1 The WORK will be completed and ready for final payment in accordance with Article 14.07 of the General Conditions within **120 days** after the date when the Contract Times commence to run as prescribed in the **NOTICE TO PROCEED.**

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence to this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in paragraph 3.1 above. They also recognized the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred eighty dollars ($580.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final pay.

Article 4. CONTRACT PRICE.

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

The Total Lump Sum CONTRACT Price of

Seven Hundred One Thousand Two Hundred Seventy-Six Dollars & Fifty Cents

($ 701,276.50)

Article 5. PAYMENT PROCEDURES.

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

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

Article 6. INTEREST.

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

Article 7. CONTRACT DOCUMENTS.

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

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

7.2 CONTRACTOR has visited the site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the WORK. CONTRACTOR is aware that CONTRACTOR is responsible for taking all measurements and calculating all dimensions used in the preparation of CONTRACTOR'S BID.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the WORK, including any and all permits as required by said Laws and Regulations.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions, if any, as provided in Article 4 of the General Conditions. CONTRATOR acknowledges that such reports and drawings are not CONTRACT Documents and may not be complete for CONTRACTOR"S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the CONTRACT Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the WORK or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, test, studies or data are necessary for the performance and furnishing of the WORK at the CONTRACT Price, within the CONTRACT Times and in accordance with the other terms and conditions of the CONTRACT Documents.

7.5 CONTRACTOR is aware of the general nature of WORK to be performed by CONTRACTOR and others at the site that relates to the WORK as indicated in the CONTRACT Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the CONTRACT Documents and all additional examinations, investigations, explorations, tests, studies, and data with the CONTRACT Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR had discovered in the CONTRACT Documents and written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the CONTRACT Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the WORK.

Article 8. CONTRACT DOCUMENTS.

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

8.1 This AGREEMENT
8.2 PERFORMANCE BOND
8.3 DRUG-FREE WORKPLACE AFFIDAVIT
8.4 NOTICE TO PROCEED
8.5 GENERAL CONDITIONS
8.6 SUPPLEMENTARY CONDITIONS
8.7 ADDENDA numbers N/A to N/A inclusive.
8.8 CONTRACTOR'S BID PROPOSAL
8.9 Documentation submitted by CONTRACTOR prior to NOTICE OF AWARD.

8.10 The following, which may be delivered or issued after the Effective Date of the AGREEMENT, and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the CONTRACT Documents.

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

ARTICLE 9. MISCELLANEOUS.

9.1 Terms used in this CONTRACT, which are defined in Article 1 of the Instructions to Bidders will have the meanings indicated in the Instructions to Bidders.

9.2 No assignment by a party hereto of any rights or interests under the CONTRACT Documents will be binding on another party hereto without the written consent of the party sought to be bound: and, specifically but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the CONTRACT Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives in respect to all convenants, agreements and obligations contained in the CONTRACT Documents.

9.4 Any provision or part of the CONTRACT Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the CONTRACT Documents shall be reformed to replace such stricken provision or parts thereof with a vail and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

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

OWNER: CITY OF COLUMBIA, TENNESSEE

By: _____

Title: _____

Attest: _____

Title: _____

(Affix City Seal)

CONTRACTOR: Nickell Contracting, LLC

R Paul Nickell

By: _____

Title: Partner

Business Address:
785 Armstron Lane

Columbia, TN 38401

License no. 81702

Certification of Authority to Sign (if applicable):

I, R. Paul Nickell (printed name) certify that I am the Partner (title) of the corporation named as CONTRACTOR herein; that R. Paul Nickell (printed name) who signed this Agreement on behalf of the CONTRACTOR was then Partner (title) of said corporation that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Signature)

(Affix corporate seal)

Sulma J Santana
Expires: May 20, 2026

SULMA L. SANTANA STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY

END OF SECTION

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CITY OF COLUMBIA
TENNESSEE

SECTION 07

Performance Bond

Contract E 2023-03

South Main Street and 8th Street Roundabout

City of Columbia, Tennessee

NEEL-SCHAFFER
Solutions you can build upon

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Bond# 101433218

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

Nickell Contracting, LLC
785 Armstrong Lane
Columbia, TN 38401

OWNER (Name and Address):
CITY OF COLUMBIA, TENNESSEE
700 N. GARDEN STREET
COLUMBIA, TN 38401

CONSTRUCTION CONTRACT:
Date: 4/10/2025

Amount: $701,276.50

Description:
South Main Street and 8th Street
Roundabout

BOND
Date: (Not earlier than Construction contract date): 4/10/2025

Amount: $701,276.50

Modifications to this Bond Form: N/A

SURETY (Name and Principal Place of Business): Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

CONTRACTOR AS PRINCIPAL
Company: Nickell Contracting, LLC (Corp. Seal)
Signature: _____
Name and Title: C. Grant Nickell Owner

SURETY
Company: Merchants National Bonding, Inc. (Corp. Seal)
Signature: _____
Name and Title: R. Graham Nash, Attorney-In-Fact

CONTRACTOR AS PRINCIPAL
Company: N/A (Corp. Seal)
Signature: N/A
Name and Title:

SURETY
Company: N/A (Corp. Seal)
Signature: N/A
Name and Title:

1. The CONTRACTOR and the 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 to participate in conferences as provided in Subparagraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
   3.1 The OWNER has notified the CONTRACTOR and the Surety at its address described in Paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held no later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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: and
   3.2 The OWNER had declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in Subparagraph 3.1: and
   3.3 The OWNER has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a CONTRACTOR selected to perform the Construction Contract in accordance with the terms of the contract with the OWNER.
4. When the OWNER has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
   4.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Construction Contract; or
   4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent CONTRACTORs; or
   4.3 Obtain BIDs or negotiated proposals from qualified CONTRACTORs acceptable to the OWNER for a contract performance and completion of the Construction Contract, arrange for a contract to be prepared for the execution by the OWNER and the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's default; or
   4.4 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 of which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
      2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligation under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in Subparagraph 4.4 and the OWNER refused the payment tendered 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.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, 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. To the limit of the amount of this

Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Construction Contract:

6.2 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 Paragraph 4; and

6.3 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.

7. 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, or successors.
8. 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.
9. 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 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.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. 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 incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.

12.1 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.

12.2 Construction Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

END OF SECTION

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CITY OF COLUMBIA
TENNESSEE

SECTION 08

Payment Bond

Contract E 2023-03

South Main Street and 8th Street Roundabout

City of Columbia, Tennessee

NEEL-SCHAFFER
Solutions you can build upon

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Bond# 101433218

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

Nickell Contracting, LLC
785 Armstrong Lane
Columbia, TN 38401

OWNER (Name and Address):
CITY OF COLUMBIA, TENNESSEE
700 N. GARDEN STREET
COLUMBIA, TN 38401

CONSTRUCTION CONTRACT:
Date: 4/10/2025

Amount: $701,276.50

Description:
South Main Street and 8th Street
Roundabout

BOND
Date: (Not earlier than Construction contract date): 4/10/2025

Amount: $701,276.50

Modifications to this Bond Form: N/A

SURETY (Name and Principal Place of Business): Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

CONTRACTOR AS PRINCIPAL
Company: Nickell Contracting, LLC (Corp. Seal)
Signature: _____
Name and Title: C. Grant Nickell Owner

SURETY
Company: Merchants National Bonding, Inc. (Corp. Seal)
Signature: _____
Name and Title: R. Graham Nash, Attorney-In-Fact

CONTRACTOR AS PRINCIPAL
Company: N/A (Corp. Seal)
Signature: N/A
Name and Title:

SURETY
Company: N/A (Corp. Seal)
Signature: N/A
Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
   2.2 Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens and suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
   4.1 Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
   4.2 Claimants who do not have a direct contract with the CONTRACTOR:
      1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
      2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communications from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by Paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly, at the Surety's expense, take the following actions:
   6.1 Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
   6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. 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 the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
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. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2(iii), 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.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
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. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
    15.1 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 Contract. 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.

    15.2 Construction Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

    15.3 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

END OF SECTION

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MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Chayse Feeback; Gregory E Nash; Kelly L Berry; Phillip H Condra; R Graham Nash

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

(Expiration of notary's commission does not invalidate this instrument)

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of March , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

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CITY OF COLUMBIA
TENNESSEE

SECTION 09

Drug-Free Workplace Affidavit

Contract E 2023-03

South Main Street and 8th Street Roundabout

City of Columbia, Tennessee

NEEL-SCHAFFER
Solutions you can build upon

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CONTRACTOR DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF Maury

1. Now Comes Affiant, who being duly sworn, deposes and says:
2. He/She is the principal officer for Nickell Contracting, LLC
(Name and address of Bidding Entity)
785 Armstrong Lane, Columbia, TN 38401.
3. That the bidding entity has submitted a bid to City of Columbia for the
(Owner)
construction of Roundabout - South Main and 8th St.;
(Name of Project)
4. That the bidding entity employs no less than five (5) employees:
5. That the Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with ~50-0-113, *Tennessee Code Annotated*.
6. That this affidavit is made on personal knowledge.

Further Affiant saith not.

AFFIANT

STATE OF Tennessee
COUNTY OF Maury

Before me personally appeared Grant Nickell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledge that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at the office this 5th day of March, 2025

Notary Public

My commission expires: May 20, 2026

JENNIFER HOBBY STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY

SECTION 9, PAGE 1

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CITY OF COLUMBIA
TENNESSEE

SECTION 10

Certificate of Owner's Attorney

Contract E 2023-03

South Main Street and 8th Street Roundabout

City of Columbia, Tennessee

NEEL-SCHAFFER
Solutions you can build upon

[This page intentionally left blank.]

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Jake Hubbell (Print Name of Attorney), the duly authorized and legal representative of the City of Columbia, Tennessee, OWNER, do hereby certify as follows concerning the attached CONTRACT known as the

E 2023-03 South Main Street and Eighth Street Roundabout

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: _____
(Attorney)

Date: 4/1/25

[This page intentionally left blank.]

CITY OF COLUMBIA
TENNESSEE

SECTION 11

Notice to Proceed

Contract E 2023-03

South Main Street and 8th Street Roundabout

City of Columbia, Tennessee

NEEL-SCHAFFER
Solutions you can build upon

[This page intentionally left blank.]

NOTICE TO PROCEED

DATE: _____

TO:_____
(BIDDER)

ADDRESS:_____

PROJECT: **SOUTH MAIN STREET AND EIGHTH STREET ROUNDABOUT**

OWNER'S CONTRACT: **#E 2023-03**

CONTRACT FOR **ROUNDABOUT CONSTRUCTION**

You are notified that the Contract Times under the above will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the date of Substantial Completion is _____ and the date of completion and readiness for final payment is _____.

Before you may start any WORK at the site, paragraph 2.01 of the General Conditions provides that you must deliver to the OWNER (with copies to ENGINEER and other identified additional insured's) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must
_____*e*
_____

CITY OF COLUMBIA

_____
(OWNER)

BY:_____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

ACCEPTANCE OF NOTICE TO PROCEED:

_____
(CONTRACTOR)

BY: _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

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CITY OF COLUMBIA

TENNESSEE

SECTION 12

General Conditions

Contract E 2023-03

South Main Street and 8th Street Roundabout

City of Columbia, Tennessee

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-700 Standard General Conditions of the Construction Contract
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

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40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

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1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

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2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

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the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

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3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

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Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

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3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

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professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

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or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

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Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

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B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

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1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

    a. Such insurance shall remain in effect for two years after final payment.

    b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

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1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

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insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

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against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

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ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

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2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

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4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

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other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

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6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

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court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor

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shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

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D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

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1. *Shop Drawings:*

    a. Submit number of copies specified in the General Requirements.

    b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

    a. Submit number of Samples specified in the Specifications.

    b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

    a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

    b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

    c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

    d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

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Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

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1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

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Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

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ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

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7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

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8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

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and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

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B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

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10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

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opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

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Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

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f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

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D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

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D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

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c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

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control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

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C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

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equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the

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Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

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b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

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d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

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pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

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14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

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1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

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1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

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F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

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ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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CITY OF COLUMBIA
TENNESSEE

SECTION 13

Supplementary Conditions

Contract E 2023-03

South Main Street and 8th Street Roundabout

City of Columbia, Tennessee

NEEL-SCHAFFER
Solutions you can build upon

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700) (2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC 5.04 The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:

5.04.A.1 and 5.04.A.2 Worker's Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

(1) State	Statutory
(2) Federal	Statutory
(3) Employer's Liability	$500,000

5.04.A.3, 5.04.A.4 and 5.04.A.5. CONTRACTOR's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the CONTRACTOR:

(1) General Aggregate (Except Products - Completed Operations)	$1,000,000
(2) Products - Completed Operations Aggregate	$1,000,000
(3) Personal and Advertising Injury (Per Person / Organization)	$500,000
(4) Each Occurrence	$500,000

(5) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

(6) Excess Liability Each Occurrence	$10,000,000

5.04.A.6 Automobile Liability:

(1) Bodily Injury:

$500,000	Each Person
$1,000,000	Each Accident

Property Damage:

$500,000	Each Accident

5.04.B The City of Columbia shall be included on the policy as an additional insured.

SC 6.13 Add the following language at the end of paragraph 6.13.F of the General Conditions:

When Working in or around the street right of way, the CONTRACTOR will establish Work zones and post the necessary warning signs and signals in compliance with the Manual on Uniform Traffic Control Devices. The CONTRACTOR will provide reflective signing and barricades for any open excavations or trenches that are not attended for a period of time and will notify the OWNER's representative of the open excavation if it is left unsupervised.

SC 17.07 Add the following paragraph after the end of paragraph 17.06 of the General Conditions:

Work Restrictions: No Work shall be allowed during the following Holiday Periods:

(1) Good Friday
(2) Noon the Friday before Labor Day through Labor Day
(3) July 4th. (If July 4th falls on a Saturday or Sunday, no Work will be allowed that weekend.)
(4) Memorial Day (If Memorial Day falls on a Saturday or Sunday, no Work will be allowed that weekend.)
(5) Noon Wednesday before Thanksgiving through Monday following Thanksgiving.
(6) Christmas Eve and Christmas Day.
(7) Mule Day Friday and Saturday

END OF SECTION

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: APPROVE THE 2024 ANNUAL SOFTWARE ASSURANCE AND SUPPORT SERVICES PROVIDED BY THE DAVENPORT GROUP FOR LAMA PERMITTING SOFTWARE IN THE AMOUNT OF $37,716.38.

RECOMMENDATION: Approve 2025 Annual Services.

INFORMATION: Development Services, along with the Fire & Rescue and Wastewater Departments, uses LAMA permitting software provided by The Davenport Group since 2019. The software includes a multitude of functions for Building, Planning and Engineering divisions with permits and projects. The annual services provides the support and updates needed for these functions throughout the year. The 2025 invoice totals $37,716.38.

CERTIFICATION: The Chief Financial Officer certifies that $37,717 is budgeted and unencumbered In Development Services - Software Services.

ATTACHMENTS: Staff Report; Invoice; Additional Services Pricing.

INVOICE

City of Columbia
700 N Garden St
COLUMBIA TN 38401
USA

Invoice Date
Mar 14, 2025

Invoice Number
25A05-TNCO

The Davenport Group
102 S Tejon St, Ste 870
Colorado Springs, CO
80903

Description		Amount USD
2025-2026 Annual Services Subscription and Support (May 1)		14,433.09
2025-2026 User CALs (26 @ $856)		22,256.00
2025-2026 CPI-U Adjustment (Feb) 2.8%		1,027.29
	INCLUDES TAX	0.00
	TOTAL USD	**37,716.38**

Due Date: Apr 30, 2025

We would like to thank you for your continued support of our company and the LAMA software! The annual subscription includes software updates, hosting fees, and support per the Terms of the Agreement. This renewal term starts on the day after the Due Date above and is valid for the specified term. A 1% monthly late fee shall be applied to your account balance if payment is not received within 30 days the Due Date. Related services shall be suspended if payment is not received within 60 days after the Due Date. Please email accounts@davengis.net with any questions or concerns.

PAYMENT ADVICE

To: The Davenport Group
102 S Tejon St, Ste 870
Colorado Springs, CO 80903

Customer	City of Columbia
Invoice Number	25A05-TNCO
Amount Due	**37,716.38**
Due Date	Apr 30, 2025
Amount Enclosed	

Enter the amount you are paying above

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: APPROVE THE 2024 ANNUAL SOFTWARE ASSURANCE AND SUPPORT SERVICES PROVIDED BY THE DAVENPORT GROUP FOR LAMA PERMITTING SOFTWARE IN THE AMOUNT OF $37,716.38.

RECOMMENDATION: Approve 2025 Annual Services.

INFORMATION: Development Services, along with the Fire & Rescue and Wastewater Departments, uses LAMA permitting software provided by The Davenport Group since 2019. The software includes a multitude of functions for Building, Planning and Engineering divisions with permits and projects. The annual services provides the support and updates needed for these functions throughout the year. The 2025 invoice totals $37,716.38.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report 2025 LAMA Invoice, Invoice 25A05-TNCO, Additional Pricing.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Michele Stevens, Administrative Assistant, mstevens@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: RATIFY THE MAYOR'S SIGNATURE ON THE EMERGENCY CONTRACT BETWEEN THE CITY OF COLUMBIA AND MSD ENVIRONMENTAL SERVICES FOR THE RENTAL OF A TRAILER MOUNTED BELT PRESS IN THE AMOUNT OF $13,500.00 PER MONTH FOR 36 MONTHS

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests City Council to ratify the mayor's signature on the emergency contract between the City of Columbia and MSD Environmental Services for the rental of a 3 Belt, 1.5 Meter BDP Trailer Mounted Belt Press in the amount of $13,500.00 per month for 36 months, plus setup and takedown fees and training fees. Due to the age of the plant, the current belt presses have been breaking down and are in constant need of repair. This will allow the system to run efficiently until the new plant has been completed.

CERTIFICATION: The Chief Financial Officer certifies that $62,500 is budgeted and unencumbered in Wastewater - Treatment Plant - Rentals.

ATTACHMENTS:
Staff Report MSD Environmental Services Contract, MSD Environmental Services Belt Press Contract

MSD

Environmental Services, Inc.

March 18, 2025

Charles (Chaz) M. Molder
Mayor
City of Columbia, TN

RE: Proposal for Rental of 3 Belt, 1.5 Meter BDP Trailer Mounted Belt Press

Dear Mayor Molder,

MSD Environmental Services, Inc. is pleased to provide you with the following quotation for the rental of a Used, 1.5 Meter, BDP model 3DP belt press on a Curtain side, drop-deck trailer. This unit was New in 2023 and is currently in MSD's Rental fleet.

Equipment Description

One (1) BDP Industries, 1.5 Meter, Model 3DP belt filter press, including sludge conditioning and mixing device, seamed woven belts, nylon coated drive/pressure rolls and idler rolls, hydraulic belt tensioning and tracking devices, variable speed press drive, controls and starting equipment, and accessory items or special construction features as follows:

1. One (1) 1.5M 3DP with independent gravity section *at **operator level***
   - -Hot Dipped Galvanized steel tubular frame
   - -Machined bearing pads
   - -304 stainless steel wetted parts
   - -304 stainless steel hardware
   - -Nylon coated rollers
   - -Cleaning showers
   - -50 PLI hydraulic belt tension
   - -Up-flow feedbox with high solids, variable speed paddle wheel distribution box to insure even sludge distribution
   - -Twelve foot long, independent gravity belt section at operator level
   - -Six rows of adjustable, furrowing plows
   - -Adjustable, curved wedge section
   - -20" diameter, 304, stainless steel perforated roller
   - -Stainless steel non-rewetting perforated roll
   - -Eight s-wrap, vertical pressure section
   - -Severe duty, TEFC motors
   - -Individual drip trays to eliminate cake rewetting

1000 US 127 South Eaton, OH 45320 937-533-4682 (Fax) 937-533-4780 www.msdenvironmental.com

2. One (1) Hydraulic Power Unit.

3. One (1) Custom bi fold, full width conveyor, capable of loading large dump trucks and trailers. Conveyor is made of stainless steel and is variable speed, hydraulic drive.

4. One Emulsion polymer feed system with 10 GPH progressive cavity pump.

5. One MXQ EH1900 progressive cavity sludge pump, rated at an approximate maximum of 300 GPM.

6. One (1) 20 hp Gould's 3656 booster pump for shower water rated for 60 GPM at 120 PSI.

7. One (1) Hot dipped galvanized skid with a 304L stainless steel sump pan with 4" cam lock connections on both sides.

8. One 4" Diameter Siemens Magnetic Flow Meter.

9. One (1) Complete electrical control panel for all belt filter press control functions and drives. The press shall contain interlocks required for ancillary equipment.
   -NEMA 4X stainless steel enclosure.
   -125A amp.
   -Start/Stop push buttons with run lights on all press drives and auxiliary equipment.
   -Relay based control system.
   -Alarm lights for e-stop, belt misalignment.
   -All VFD drives for press, GBT and sludge feed pump.

10. Custom Stainless Steel Catwalks, including: Catwalks with non-slip aluminum grating. Stainless steel construction on catwalk frame and handrails. Slide-out design. Complete on both sides of the press.

11. One lot of wash down hoses and spray nozzles.

12. 1 – 53' Curtain side trailer with office in front. Has Curtain-sider Enclosure. Includes office area with AC/heat unit and storage boxes. Operating area has Infra-red heaters and LED lights as well.

Scope of Work

MSD will perform/provide the following:

- Supply unit as described.
- Test run machine prior to shipment.
- Provide setup assistance and training as noted in proposal.
- Provide up to 2 service calls per year.

Under the terms of this agreement, the Customer will be responsible to provide the following:

- Access to the site to facilitate the delivery of the press.
- Utilities - Electrical -480 volt, 3 phase 125-amp power source with a disconnect.
- Set up, maintenance and repairs of unit, as outlined in the O&M manual.

- Optimal polymer required for proper press operation.
- Competent operation of the unit.
- Daily cleaning of the press, after operation has ceased.
- Protection from cold weather (daily winterization of the press).
- **Certificate of Insurance:** A certificate of Insurance providing the following:
  - Property coverage for the value of the rental unit and including MSD as a loss payee. Value: $600,000.00
  - Liability coverage for no less than $1,000,000 per occurrence for bodily injury and/or property damage and $2,000,000 aggregate, listing MSD Environmental Services, Inc. as additional insured.
  - Cancellation provision to give 30 days advance notice to Certificate Holder and 10 days-notice for nonpayment.
  - Certificate holder to read: MSD Environmental Services, Inc., 1000 US 127 South, Eaton, OH 45320
  - List MSD as loss payee for equipment coverage and additional insured on the general liability.
- Any necessary **permits and associated fees** required for the project.
- *All rental equipment must be kept clean, and returned in excellent condition. Customer will be responsible for all maintenance and any cleaning charges. Customer will also be responsible for any damage to the unit while in Customer's possession. Customer is responsible for missing parts or items. MSD reserves the right to inspect the equipment at any time, during normal working hours. Customer agrees to pay MSD invoices for damaged or missing parts or equipment.*

Rental Pricing

36 month's minimum rental term

The rental price for the 1.5M unit as outlined above is **$13,500.00*** per month

The rental starts the day the unit leaves our shop in Eaton, OH. The rental rate stops the day the unit is removed from the job site.

Set Up Assistance and Training

MSD will provide up to 3 days of setup assistance and training for **$6,000.00**. Any further training or set up is **$1,500.00** per day plus travel and per diem, per technician needed. Multiple trainings may occur and each training will be invoiced.

Pickup and Return

Delivery is estimated at **$2,500.00**. Return is estimated at **$2,500.00.**

PAYMENT TERMS

Invoice amounts shall be due in full within fifteen (15) days from the invoice date

Taxes and Other Charges**: Any use tax, sales tax, excise tax, duty, custom, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the price quoted or invoiced. Buyer shall provide Seller at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. **However, in the event any governmental authority subsequently requires Seller to pay any such tax, fee or charge, then Buyer shall be responsible for and shall promptly reimburse Seller for the full amount that Seller is required to pay.

This Proposal is Valid for 7 working days

Equipment Availability

Unit is available for delivery later next week.

As with any "in-stock" equipment, the units are available on a "first come-first serve" basis. If the unit is rented or sold prior to your rental, MSD can provide quotes on additional equipment, if available.

Thank you for the opportunity to extend this proposal. If you have any questions or concerns, don't hesitate to call me at 937-313-9314.

Sincerely,

Dave Deaton

Dave Deaton
MSD Environmental Services, Inc.

LIMITATION OF LIABILITY

In no event and under no circumstances shall MSD Environmental Services, Inc. be liable to the customer for consequential, incidental, indirect, special or punitive damages, whether due to delay, breach of contract, tort (including without limitation negligence) or any other cause. In no event shall MSD Environmental Services, Inc. liability hereunder exceed the value to this contract regardless of legal theory. MSD Environmental Services, Inc. is not responsible for any accidents or injuries related to the equipment and Customer agrees to release, defend, indemnify and hold MSD Environmental Services, Inc. harmless from and against and all accidents, injuries, losses and liabilities.

Non Hazardous Certification

Customer hereby certifies that none of the residuals to be provided to MSD Environmental Services, Inc. under this agreement shall constitute hazardous waste under federal, state or local law. Customer further certifies that it will not combine or mix hazardous waste with the residuals to be provided to MSD Environmental Services, Inc.

CHOICE OF FORUM AND APPLICABLE LAW

This Agreement shall be construed under and governed by the laws of the State of Ohio. The Customer submits and consents to the jurisdiction of the Preble County Common Pleas Court, State of Ohio as the sole and exclusive forum, court and venue to hear any lawsuit or other cause of action regarding this Agreement including, but not limited to, its enforceability, interpretation, validity, damages and issuance of restraining orders, injunctions, both temporary and permanent.

Shipment and Risk of Loss

Risk of loss or damage to the Equipment shall pass to Customer upon tender of the Equipment to Customer or common carrier at MSD Environmental Services, Inc.'s facility. Customer shall keep the Goods fully insured with loss payable to Seller from the time of delivery until the Equipment has been returned to MSD Environmental Services, Inc.

ACCEPTANCE OF THIS PROPOSAL

We accept the terms and conditions of this proposal as prepared and presented to _____ this _____ day of _____, 2025 for the rental of a 1.5 Meter Mobile Belt Press. By signing the acceptance of this proposal, the individuals warrant that they have the authority to bind the respective parties in this agreement.

MSD Environmental Services, Inc.	City of Columbia, TN
Aaron A. Deaton	[signature]
Signature	Signature
Sales	CHARLES (CHAZ) MOLDER
Title	Title
3/18/25	18 MARCH 2025
Date	Date

Approved as to Legal Form:

[signature]

Jake Hubbell, City Attorney

1000 US 127 South Eaton, OH 45320 937-533-4682 (Fax) 937-533-4780 www.msdenvironmental.com

LIMITATION OF LIABILITY

In no event and under no circumstances shall MSD Environmental Services, Inc. be liable to the customer for consequential, incidental, indirect, special or punitive damages, whether due to delay, breach of contract, tort (including without limitation negligence) or any other cause. In no event shall MSD Environmental Services, Inc. liability hereunder exceed the value to this contract regardless of legal theory. MSD Environmental Services, Inc. is not responsible for any accidents or injuries related to the equipment and Customer agrees to release, defend, indemnify and hold MSD Environmental Services, Inc. harmless from and against and all accidents, injuries, losses and liabilities.

Non Hazardous Certification

Customer hereby certifies that none of the residuals to be provided to MSD Environmental Services, Inc. under this agreement shall constitute hazardous waste under federal, state or local law. Customer further certifies that it will not combine or mix hazardous waste with the residuals to be provided to MSD Environmental Services, Inc.

CHOICE OF FORUM AND APPLICABLE LAW

This Agreement shall be construed under and governed by the laws of the State of Ohio. The Customer submits and consents to the jurisdiction of the Preble County Common Pleas Court, State of Ohio as the sole and exclusive forum, court and venue to hear any lawsuit or other cause of action regarding this Agreement including, but not limited to, its enforceability, interpretation, validity, damages and issuance of restraining orders, injunctions, both temporary and permanent.

Shipment and Risk of Loss

Risk of loss or damage to the Equipment shall pass to Customer upon tender of the Equipment to Customer or common carrier at MSD Environmental Services, Inc.'s facility. Customer shall keep the Goods fully insured with loss payable to Seller from the time of delivery until the Equipment has been returned to MSD Environmental Services, Inc.

ACCEPTANCE OF THIS PROPOSAL

We accept the terms and conditions of this proposal as prepared and presented to _____ this _____ day of _____, 2025 for the rental of a 1.5 Meter Mobile Belt Press. By signing the acceptance of this proposal, the individuals warrant that they have the authority to bind the respective parties in this agreement.

MSD Environmental Services, Inc.	City of Columbia, TN
_____	_____
Signature	Signature
_____	CHARLES (CHAZ) MORGAN
Title	Title
_____	18 MARCH 2025
Date	Date

Example Stock photo Pictures of Mobile 1.5 Meter 3DP Units:

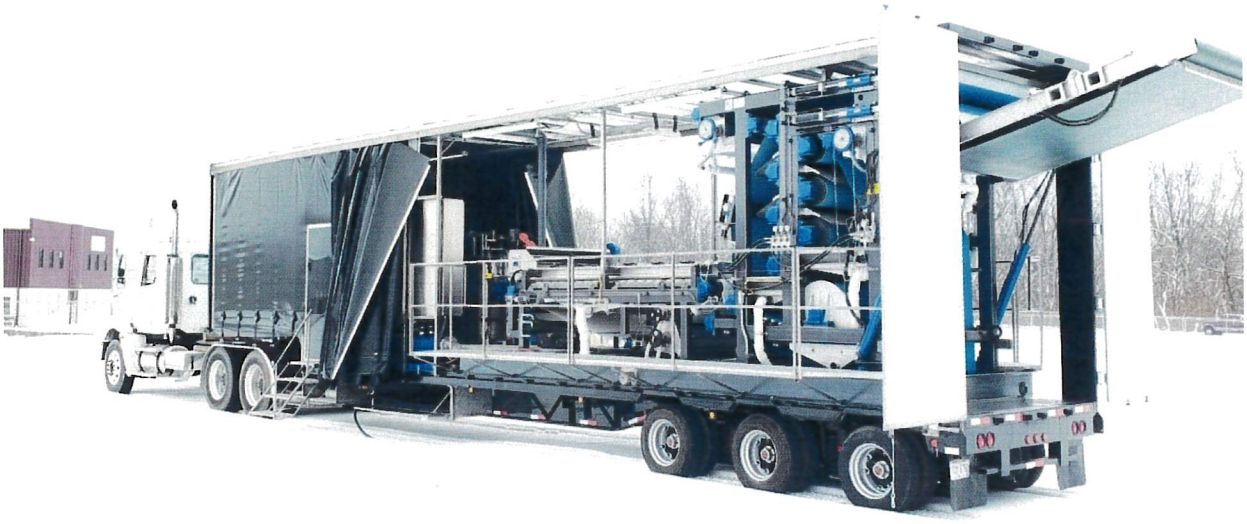




1000 US 127 South Eaton, OH 45320 937-533-4682 (Fax) 937-533-4780 www.msdenvironmental.com



1000 US 127 South Eaton, OH 45320 937-533-4682 (Fax) 937-533-4780 www.msdenvironmental.com



1000 US 127 South Eaton, OH 45320 937-533-4682 (Fax) 937-533-4780 www.msdenvironmental.com

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Michele Stevens, Administrative Assistant, mstevens@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT BETWEEN THE CITY OF COLUMBIA AND HAWKINS & PRICE, LLC FOR THE CONSTRUCTION OF THE CARTERS CREEK FORCE MAIN RELOCATION IN THE AMOUNT OF $489,755

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia's Wastewater Department requests the Mayor to sign the Contract between the City of Columbia and Hawkins & Price, LLC for the construction of the Carters Creek Force Main Relocation in the amount of $489,755. The bid award was previously approved by City Council on March 13, 2025.

CERTIFICATION:

ATTACHMENTS: Staff Report; Hawkins & Price, LLC Carters Creek Force Main Relocation Contract.

VOLUME I OF
CONTRACT DOCUMENTS
FOR THE

CITY OF COLUMBIA, TENNESSEE
WASTEWATER SYSTEM

CARTERS CREEK FORCE MAIN RELOCATION

24.0753

APPROVED FOR CONSTRUCTION

THE DOCUMENT BEARING THIS STAMP HAS BEEN RECEIVED AND REVIEWED BY THE

TENNESSEE DEPT. OF ENVIRONMENT & CONSERVATION
DIVISION OF WATER RESOURCES

AND IS HEREBY APPROVED FOR CONSTRUCTION BY THE COMMISSIONER

12/16/2024

THIS APPROVAL SHALL NOT BE CONSTRUED AS CREATING A PRESUMPTION OF CORRECT OPERATION OR AS WARRANTING BY THE COMMISSIONER THAT THE APPROVED FACILITIES WILL REACH THE DESIGNED GOALS.

APPROVAL EXPIRES ONE YEAR FROM ABOVE DATE



WATER MANAGEMENT SERVICES, LLC
2 INTERNATIONAL PLAZA, SUITE 401
NASHVILLE, TENNESSEE 37217
(615) 366-6088
Fax (615) 366-6203

WMS No. 24116

VOLUME I OF
CONTRACT DOCUMENTS
FOR THE

CITY OF COLUMBIA, TENNESSEE
WASTEWATER SYSTEM

CARTERS CREEK FORCE MAIN RELOCATION

WATER MANAGEMENT SERVICES, LLC
2 INTERNATIONAL PLAZA, SUITE 401
NASHVILLE, TENNESSEE 37217
(615) 366-6088
Fax (615) 366-6203

WMS No. 24116

CITY OF COLUMBIA, TENNESSEE
WASTEWATER SYSTEM

CARTERS CREEK FORCE MAIN RELOCATION

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PROPOSAL SECTION

CITY OF COLUMBIA, TENNESSEE
WASTEWATER SYSTEM

INVITATION TO BID
FOR
CONSTRUCTION OF

CARTERS CREEK FORCE MAIN RELOCATION

RECEIPT OF PROPOSALS

Sealed Proposals for the construction of the Carters Creek Force Main Relocation project will be received at the office of the City of Columbia, Wastewater Treatment Plant, 1244 Treatment Plant Road, Columbia, Tennessee 38401, Attention: Donnie Boshers on or before 2:00 p.m. local time on Tuesday, February 4, 2025 and immediately thereafter all bids will be publicly opened and read aloud.

Sealed envelopes containing proposals shall be marked "Carters Creek Force Main Relocation." Bidders must be licensed by the State of Tennessee to perform the work required. The envelope containing the bid shall be marked to show the bidder's Tennessee Contractor's license number, expiration date and the part of the classification applying to the bid, otherwise the bid will not be opened. No Proposal will be considered unless it is made on the Proposal form which is included in the Contract Documents. The Proposal must not be removed from the Contract Documents with which it has been bound by the City of Columbia, Tennessee. This Proposal must be addressed as indicated in the previous paragraph. It shall be the Bidder's responsibility that the envelope be properly addressed to ensure that the Proposal is received on or before the appropriate time.

The project will include the following described construction:

> The furnishing and installation of approximately 405 linear feet of new 24-inch force main, air release valves, bores, roadway repairs, and all other equipment and work required as shown on Contract Drawings and/or called out in the Project Specifications for which no other specific unit price or lump sum items has been established in the Bid Proposal.

CONTRACT DOCUMENTS

All work must be performed in accordance with the Contract Documents which are available for inspection at the following locations:

City of Columbia
707 North Main Street
Columbia, Tennessee 38401

Builders Exchange of Tennessee
2322 Winford Avenue
Nashville, Tennessee 37211

Water Management Services, LLC
2 International Plaza, Suite 401
Nashville, Tennessee 37217

Nashville Contractor's Association
7430 Burleson Lane
Murfreesboro, Tennessee 37129

Official (numbered) Bid Documents shall be obtained at the office of Water Management Services, LLC, 2 International Plaza, Suite 401, Nashville, Tennessee 37217 (telephone: 615/366-6088). A nonrefundable fee of $25.00 will be charged for each set obtained.

BID SECURITY

Each Proposal shall be accompanied by a certified or cashier's check or a satisfactory bid bond payable to the City of Columbia, Tennessee in amount not less than five (5) percent of the Base Bid as a guarantee that the bidder will, within fifteen (15) days after the date of the award of the Contract, execute

an Agreement and file bonds and insurance as required by the Contract Documents if his Proposal is accepted.

If an intended awardee fails to execute and file an Agreement, bonds and insurance as required by the Contract Document, the entire amount of the security submitted with the Proposal shall be forfeited.

LICENSE

Subject to the provisions of Chapter 6 of Title 62 of the Tennessee Codes Annotated, the Contractor's attention is directed to the Tennessee Codes Annotated Section 62-6-119 which states that it will be necessary for each bidder and their subcontractors to show evidence of a license before his bid will be considered and that the license number, expiration date, and that part of classification applying to the bid appear on the envelope containing the bid; otherwise the bid shall not be opened.

“62-6-119. Bid documents – Penalties

(a) Any person or entity preparing plans, specifications or any other documentation for inclusion in an invitation to bid or comparable bid document including any electronic bidding documents, shall reference this chapter in such documentation and include a specific statement informing the invited bidder that it is necessary for such bidder to be properly licensed at the time of the bid and provide evidence of compliance with the applicable provisions of this chapter before such bid may be considered.

(b) The person or entity involved in the preparation of the invitation to bid or comparable bid documents, including any electronic bid documents, shall direct that the following information be written upon the bid envelope or provided within the electronic bid document:

(1) The name, license number, expiration date, thereof, and license classification of the contractor applying to bid for the prime contract.

(2) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars ($100,000);

(3) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such contractor’s portion of the construction project is less than twenty-five thousand dollars ($25,000);

(4) For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L, or G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars ($25,000);

(5) Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars ($100,000), materials and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and

(6) Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope provided or provided within the electronic bid document.

(c) Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered. Upon opening of the bid envelope or initial opening of an electronic bid, the names of all contractors listed shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representative shall verify the accuracy, correctness and completeness of the required information, and any discrepancies found in the spelling of names of bidders, transposition of license numbers, or any

similar typographical errors or omissions may be corrected within forty-eight (48) hours after the bid opening excluding weekends and state-recognized holidays.

(d) No invitation to bid may require that any subcontractor be identified, listed or designated until the final bid submission by the prime contractor, or that any prime contractor accept the bid of any subcontractor until the final bid submission by the prime contractor. This subsection (d) shall only apply to design/bid/build procurements where cost is the primary criterion for the contract award.

(e) Any person or entity, public, and private, awarding a bid to a contractor who is not licensed in accordance with this chapter shall be subject to the penalty provided in § 62-6-120(b).

(f) Notwithstanding the Uniform Administrative Procedure Act, compiled in title 4, chapter 5, relative to the amount of civil penalties that may be imposed, the board may impose a civil penalty not to exceed five thousand dollars ($5,000) for willful violation of this section.

HISTORY: Acts 1976, ch 822, § 20; T.C.A., § 62-620; Acts 1986, ch. 718, § 2; 1989, ch. 591, § 111; 1990, ch 868, § 1, 2; 1991, ch. 247, § 1; 1994, ch. 986, § 13; 1995, ch. 341, § 1; 1997, ch. 153, § 1; 2001, ch. 222, §3; 2008, ch. 792, §§ 1, 2; 2010, ch. 768, §§ 1, 2; 2010, ch 801, § 1; 2011, ch. 12, §§ 1, 2; 2014, ch. 644, §1."

ADDENDA AND QUESTIONS CONCERNING BID DOCUMENTS

Subject to the provisions of Chapter 4, Part 1, of Title 12 of the Tennessee Codes Annotated, The Contractor's attention is directed to the Tennessee Codes Annotated Section 12-4-126 which states the following:

"(a) If a statute, ordinance, resolution, rule or regulation mandates the use of competitive bidding of any kind or nature whatsoever, by any state agency, county or municipal corporation, then, notwithstanding such law, ordinance, resolution, rule or regulation, no addenda within less than forty-eight (48) hours of the bid opening date shall be permitted.

(b) Any questions concerning the bid documents must be received by the designer no less than ninety-six (96) hours before bid opening date.

(c) This section shall not apply to the department of transportation contracts or any state or local agency contracts funded in whole or in part with state or federal highway funds."

HOLDING OF PROPOSAL

No bid shall be withdrawn after the opening of the Proposals without the consent of the City of Columbia, Tennessee for a period of ninety (90) days after the scheduled time of the closing of bids. The bid securities of all bidders, except those submitted with the three lowest acceptable bidders, will be returned within fifteen (15) days after the time of the opening of the bids. The bid security accompanying the three lowest acceptable Proposals may be held by the City of Columbia, Tennessee until a construction contract has been executed and a satisfactory Performance Bond in the sum of the full amount of the Contract has been delivered to the City of Columbia, Tennessee.

TIME FOR COMPLETION

The successful bidder shall be required to fully complete all work within **150 consecutive calendar days** from and including the date to start work established in a written order from the City of Columbia, Tennessee.

> NOTE: The Contractor's attention is directed to the Provisions for Liquidated Damages as provided in the Supplementary Conditions and the Contract Agreement, in addition to the Excess Cost of Engineering.

AWARD OF CONTRACT

The award of any Contract will be made by the City of Columbia, Tennessee to the lowest responsive, responsible bidder. Responsible bidder will be defined as one who furnished satisfactory evidence that the bidder has the experience and the ability and that he has sufficient capital and facilities to enable him to perform the work successfully and to complete the work within the time specified in the Contract Document. At a minimum, a responsible and responsive bidder shall be appropriately licensed by the State of Tennessee, have provided the required bid bond, have the capability of meeting the bond and insurance requirements, and be in compliance with Federal, State and local laws and regulations applicable to the project.

At a minimum, a responsible and responsive bidder shall be appropriately licensed, have provided the required bid bond, have the capability of meeting the bond and insurance requirements, and be in compliance with Federal, State and local laws and regulations applicable to the project.

The City of Columbia, Tennessee reserves the right to reject any Proposal for failure to comply with all requirements of the notice or of any of the Contract Documents; however, it may waive any minor defects or informalities at its discretion. The City of Columbia, Tennessee further reserves the right to reject all Proposals.

Plans and specifications for this project were prepared by Water Management Services, LLC.

Dated at Columbia, Tennessee this the 8th day of January, 2025.

CITY OF COLUMBIA, TENNESSEE

BY: DONNIE BOSHERS, DIRECTOR
COLUMBIA WASTEWATER TREATMENT SYSTEM

CITY OF COLUMBIA, TENNESSEE
WASTEWATER SYSTEM

CARTERS CREEK FORCE MAIN
RELOCATION

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INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF PROCUREMENT DOCUMENTS AND SITE

1.1 Before submitting a Bid, each Bidder must (a) examine the Procurement Documents thoroughly, (b) become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or furnishing the Goods and Special Services, (c) study and carefully correlate Bidder's observations with the Procurement Documents, and (d) if specified or if, in Bidder's judgment, any local condition may in any manner affect cost, progress or furnishing the Goods and Special Services, visit the site to become familiar with local conditions.

1.2 Each Bidder, by making his bid, represents that he has visited the site and familiarized himself with all the conditions under which the work is to be performed. No extra compensation will be allowed by reason of any matters or things concerning which the Bidder did not inform himself prior to bidding.

1.3 Each bidder, by making his bid, represents that he has read and understands the bidding documents. The bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the Contract Documents.

1.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 1 and that the Procurement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services.

2. SUBSURFACE EXPLORATION DATA

Investigation of subsurface conditions at the site **has not** been made for the purpose of design. The Owner assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any preliminary investigations of any kind by any agency, or of their interpretation, and there is no guarantee either expressed or implied, that any conditions indicated in any investigation are representative of those existing throughout the work or any part of it, or that unforeseen developments may not occur.

3. EASEMENTS

Portions of the improvements under this project will be constructed on private property for which easements have been secured by the Owner. Work performed on or use of such easements shall be subject to the provisions of the easement agreements on file and open to inspection in the office of the Owner.

4. ADDENDA AND INTERPRETATION OF CONTRACT DOCUMENTS

Questions regarding documents, discrepancies, omissions, or intent of the Specifications or Drawings shall be submitted in writing to the Owner through the Engineer at least 10 days prior to opening of bids to provide time for issuing and forwarding an addendum. Any interpretation of the Contract Documents will be made only by addendum duly issued or delivered by the Owner to each person receiving a set of documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents.

Subject to the provisions of Chapter 4, Part 1, of Title 12 of the Tennessee Codes Annotated, The Contractor's attention is directed to the Tennessee Codes Annotated Section 12-4-126 which states the following:

“(a) If a statute, ordinance, resolution, rule or regulation mandates the use of competitive bidding of any kind or nature whatsoever, by any state agency, county or municipal corporation, then, notwithstanding such law, ordinance, resolution, rule or regulation, no addenda within less than forty-eight (48) hours of the bid opening date shall be permitted.

(b) Any questions concerning the bid documents must be received by the designer no less than ninety-six (96) hours before bid opening date.

(c) This section shall not apply to the department of transportation contracts or any state or local agency contracts funded in whole or in part with state or federal highway funds."

5. EXAMINATION OF BIDDING DOCUMENTS

Each bidder, by making his bid, represents that he has read and understands the bidding documents. The bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the Contract Documents.

6. MATERIAL SUBSTITUTION

Each bidder shall base his bid upon the materials and equipment as described in the bidding documents. The successful Contractor will not be allowed to make any substitutions on his own initiative but, in each instance, will be required to obtain authorization from the Engineer before installing any work in variance with the requirements of the Contract Documents.

7. APPROXIMATE QUANTITIES

On all items on which bids are to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the Contractor. The quantities stated, on which unit prices are invited, are approximate only. Bids will be compared on the basis of number of units stated in the bidding schedule. Payment on the Contract on unit price items will be based on the actual number of units installed in the completed work.

8. PREPARATION OF BID

Only bids which are made out on the bid form included in the official (numbered) Bid Document will be considered. **The bid form must not be separated from this document**. Amounts are to be shown in both words and figures. In case of discrepancy between words and figures, the words shall prevail unless it clearly appears, in Owner's opinion, that the words rather than the figures are in error. If any portion of the bid is required to be given in unit prices and totals, the unit prices shall prevail unless it clearly appears, in Owner's opinion, that the unit prices rather than the totals are in error. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail. A bid will be rejected if it does not contain a price for each and every item named in the bidding schedule. Bidders are warned against making any erasures or alterations of any kind, and bids which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

9. SIGNING OF BID

If the bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If the bidder is an individual, his signature shall be inscribed. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the Owner prior to opening bids or submitting bids; otherwise, the bid may be regarded as irregular.

10. BID SECURITY

No bid will be considered unless accompanied by a bid security as defined in the Invitation to Bid as a guarantee that, if the bid is accepted, the bidder will execute the Agreement and file bonds and insurance as required by the Contract Documents within 15 days from the date of the award of the Contract.

11. RETURN OF BID SECURITIES

The security of the three lowest bidders will be returned after the execution of the Agreement with the successful bidder and the approval of his bonds and insurance. The security of all other bidders will be returned promptly after the bids have been opened and reviewed by the Owner. If all bids are rejected, the securities will be returned at the time of rejection.

12. AGREEMENT, BONDS, INSURANCE

The attention of bidders is specifically directed to the General Conditions of the Contract and to the forms of Agreement and bonds to be executed and types of insurance to be taken out in the event a Contract award is made.

The attention of bidders is specifically directed to the General Conditions of the Contract relative to the Certificate of Insurance requirements. If the Surety declines to provide the Certificate of Insurance containing the specified cancellation clause verbiage, the Surety shall be required to provide a separate letter to the Owner/Engineer stating that the Surety shall notify the Certificate holder in writing thirty (30) days prior to cancellation, reduction, or change in coverage on this project.

Surety companies executing bonds shall appear on the U.S. Treasury Department's most current Circular 570 (31 CFR 223), shall be licensed to transact business in the State where the project is located, and shall have an A.M. Best "A" rating or better.

Refer to the following websites for details.

http://www.fms.treas.gov/c570/c570_a-z.html

http://www.fms.treas.gov/fedreg/31cfr223.1-22.html

http://www.ambest.com/ratings/guide.asp

13. BID SUBMITTAL

Each bid, properly signed, together with the bid security and all documents bound herewith, shall be enclosed in a sealed envelope addressed and entitled as specified in the Invitation to Bid and delivered to the office designated in the Invitation to Bid. All addenda issued shall be

included with the documents at the time of bid submittal. Reference shall be made to the Invitation for proper address as required on the envelope.

14. WITHDRAWAL OF BID

Any bid may be withdrawn at any time prior to the hour fixed in the Invitation to Bid for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative for the withdrawal of such bid, is filed with the Owner prior to the time specified for opening of bids. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

15. DESIGNATION OF SUBCONTRACTORS

Each bidder shall list on the form included in these documents the names and addresses of all subcontractors who will perform work or labor or render service to the bidder on or about the construction site in addition to any and all requirements of Chapter 6 of Title 62 of the Tennessee Codes Annotated. Each bidder shall show on the form the portion of the work to be done by each subcontractor.

16. QUALIFICATION OF BIDDERS

It is the intention of the Owner to award a Contract only to a bidder who furnishes satisfactory evidence that he has sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly and to complete the work within the time specified in the Contract Documents. Furthermore, it is the intention of the Owner to award a Contract only to a bidder with a satisfactory record of performance, skill, integrity and judgment. Each bidder shall submit with his bid a listing of past projects including references. A form is provided in the Proposal for listing of this information.

17. DISQUALIFICATION OF BIDDERS

More than one bid for the same work described in this document from an individual, firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there are reasonable grounds for believing that collusion exists among the bidders, the bids of the participants in such collusion will not be considered. In addition, if at any time it shall be found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be null and void, and the Contractor and his sureties shall be liable to the Owner for all loss or damage which the Owner may suffer thereby, and the Owner may advertise for new bids for said work. The attention of each bidder is directed to the Non-collusion Affidavit in the Proposal and each bidder shall submit an executed form with his bid.

18. LICENSE

Each bidder shall possess state and local licenses as are required by law and shall furnish satisfactory proof to the Owner, upon request, that the licenses are in effect during the entire period of the Contract.

19. PRE-BID CONFERENCE

If a Pre-bid conference is held the date shall be scheduled by addendum.

20. BID OPENING

Bids will be opened and the prices bid will be read aloud publicly at the time and place indicated in the Invitation to Bid. Bidders or their agents are invited to be present.

21. AWARD OF CONTRACT

The award of any Contract or Contracts will be made to the lowest responsive responsible bidder or bidders. The Owner reserves the right to reject any or all bids or to waive irregularities or informalities at its discretion.

22. EFFECTIVE DATE OF AWARD

If a Contract is awarded by the Owner, such award shall be effective when formal notice of such award signed by the authorized representative of the Owner has been delivered to the intended awardee or mailed to him at the main business address shown on his bid by some officer or agent of the Owner duly authorized to give such notice.

23. EXECUTION OF AGREEMENT

Copies of the Agreement, in the number stated in the form of Agreement, shall be executed by the successful bidder and returned, together with the required bonds and insurance within 15 days from and after the date of the award of the Contract. Effective date of bonds shall be the same or later than the date of the Agreement. Failure of a successful bidder to execute the Agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful bidder to execute the Agreement and file the required bonds and insurance within the required time, he shall forfeit his bid security as agreed hereinbefore. Upon annulment of an award as aforesaid, the Owner may then award a Contract to the next lowest, responsible bidder.

24. COMMENCEMENT AND COMPLETION OF WORK

The successful bidder shall commence work within 15 calendar days from and after the issuance by the Owner of a written Notice to Proceed and shall complete all work in accordance with the terms and conditions of the Contract Documents within **150 calendar days** from and after the date of the Notice to Proceed.

25. LIQUIDATED DAMAGES

The Contractor’s attention is directed to the Provisions for Liquidated Damages as provided in the Supplementary Conditions and in the Contract Agreement, in addition to the Excess Cost of Engineering.

26. UNCLASSIFIED EXCAVATION

This Contract includes excavation on an unclassified basis. The cost of all excavation necessary for the installation of the water lines, sewer lines, gas lines, force mains, and appurtenances required under this Contract will be merged into the price per foot for pipe installed or appurtenances thereto. No distinction will be made insofar as payment is concerned between earth and rock. The bid item for unclassified excavation covers additional excavation required by removing unsuitable material (subgrade) authorized by the Engineer in the field.

27. PAYMENT FOR EXCESS COSTS

The successful Contractor will be required to pay for the excess cost of field engineering and inspection as defined in the General Conditions of the Contract, if extensions of time are granted by Owner because of avoidable delays as therein defined.

28. UNDERGROUND FACILITIES

The information and data shown or indicated in the Contract Drawings with respect to existing underground facilities is based on available information and record drawings. The Owner/ Engineer shall not be responsible for the accuracy or completeness of such information or record drawings. The Contractor shall have full responsibility for reviewing and checking all such information and data for locating all underground facilities shown or indicated on the Contract Drawings, for coordinating of the work with the Owner, and for the safety and protection thereof and repairing any damage thereto resulting from the work--the cost of which will be considered as having been included in the Contract price.
If underground facilities are uncovered or revealed which were not shown or indicated in the Contract Drawings and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall promptly, after becoming aware thereof and before performing any work affected thereby, give written notice to the Owner/Engineer. The Engineer will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the underground facility and the Contract Document will be amended or supplemented to the extent necessary.

29. SEWAGE FLOW CONTROL

The successful Contractor shall be required to initiate bypass pumping operations to handle sewage flows of the existing sewers and/ or force mains if required on the project. Bypass pumping shall also be required on any cleaning, televising, lining, replacement and testing of sewers, force mains, and/or improvements if required on the project.

30. DELETIONS BY OWNER

Portions or segments of this work may be deleted by the Owner at their discretion during the course of construction operations because of funding considerations and/or unforeseen or unknown difficult construction conditions which may arise during the course of the work which this Contract does not cover.

31. NOTICE OF INTENT FOR STORM WATER DISCHARGES

The Bidder's attention is directed to the requirement for executing a Notice of Intent (NOI) for storm water discharges upon award of this project. This NOI, which is included in the Agreement Section, must be executed by the Contractor after award of the project. The Owner will pay required fee and transmit the NOI package to the State for review and approval.

32. PERMITS

The contractor shall be required to purchase all necessary permits necessary for the construction of the project including but not limited to City and County permits.

PROPOSAL TO

CITY OF COLUMBIA, TENNESSEE
WASTEWATER SYSTEM

CARTERS CREEK FORCE MAIN RELOCATION

Full Name of Bidder _____

Main Business Address _____

Place of Business _____

TO: THE CITY OF COLUMBIA, TENNESSEE (hereinafter called "Owner")

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above-designated work, all of which are on file at the City of Columbia, Tennessee, and all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda No. _____, _____, _____, and _____ issued thereto; and he proposes and agrees if this Proposal is accepted that he will contract with the City of Columbia, Tennessee in the form of the copy of the Agreement included in these Contract Documents to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Drawings, and that he will take in full payment therefore the sums set forth in the following Bidding Schedule.

I. BIDDING SCHEDULE FOR INTERCEPTOR SEWER

A. Unit Price Construction Items

Item No. 1

305 linear feet of 24” DR 11 C900 PVC sanitary sewer force main, outside & under roadway, including 3" detection tape and trace wire, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
per linear foot Total

Item No. 2

100 linear feet of 24" DR 11 C900 PVC sanitary sewer force main in 36" casing pipe by tunnel/bore method, including 3" detection tape and trace wire, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
per linear foot Total

Item No. 3

1 – Combination air release/ vacuum valve assembly including valve vault and odor control assembly, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
each Total

Item No. 4

2 – Tie-in connection of the proposed force main to the existing force main with MJ sleeves including handling of wastewater flows, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
each Total

Item No. 5

2 – Cut and cap of existing force main, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
each Total

Item No. 6

5,000 pounds of miscellaneous Ductile Iron Pipe fittings, complete in place.

@_____ Dollars _____ Cents

$_____ _____
per pound Total

Item No. 7

205 linear feet of topsoil and seeding of trenches, complete in place.

@_____ Dollars _____ Cents

$_____ _____
per linear foot Total

Item No. 8

1 – Removal of existing air release valve including granular fill of the existing vault, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
each Total

Item No. 9

30 linear feet of Type “A” asphalt replacement, complete in place and ready for use.

@_____ Dollars _____ Cents

$_____ _____
per linear foot Total

B. Unit Price Construction Items Ordered by the Owner/Engineer

Item No. 10

20 cubic yards of Class “C” concrete (2,000 psi) for encasement, cradle, thrust blocking, etc., complete in place.

@_____ Dollars _____ Cents

$_____ _____
per cubic yard Total

Item No. 11

20 cubic yards of unclassified excavation for undercuts.

@_____ Dollars _____ Cents

$_____ _____
per cubic yard Total

Item No. 12

20 cubic yards of crushed stone backfill for undercuts, complete in place.

@_____ Dollars _____ Cents

$_____ _____
per cubic yard Total

TOTAL BASE BID FOR UNIT PRICE AND LUMP SUM CONSTRUCTION ITEMS

The sum of item Numbers 1 through 12 is

_____
(in writing)

Dollars and_____Cents
(in writing)

TOTAL BASE BID $ _____
(in figures)

II. PROPOSAL CONDITIONS

A. It is expressly understood that quantities in the Bidding Schedule for Unit Price Items are approximate only and that payment on a Contract will be made only on the actual quantities of work completed in place, measured on the basis defined in the Contract Conditions and the Contract Specifications.

B. The undersigned has carefully checked the above Bidding Schedule against the Contract Drawings and Specifications before preparing this Proposal and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings and Specifications.

C. If this Proposal is accepted and the undersigned shall fail to contract as aforesaid, and to give the bond for faithful performance required by the General Conditions of Contract and by law, and to provide all insurance as required by the Contract Documents within fifteen (15) days after the date of the award of the Contract, the City of Columbia, Tennessee, at its option, determined that the bidder has abandoned this Contract and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City of Columbia, Tennessee.

III. BID SECURITY

Accompanying this Proposal is a _____,

in the amount of _____

Dollars ($_____).

Note: (a) Insert the words "Cash," "Cashier's Check," "Certified Check" or "Bid Bond" as the case may be.

(b) Amount must be equal to at least that stated in the Notice to Bidders but not less than that required by State Statutes.

IV. GENERAL

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the conditional acceptance of this bid, bidder will execute the formal Contract attached within 15 days and deliver the Surety Bond or Bonds and insurance as required by the Contract Documents. The bid security attached in the sum of _____ _____Dollars ($_____) is to become the property of the Owner in the event the Contract, Insurance and Bonds are not executed within the time above set forth.

V. STARTING AND COMPLETION AND LIQUIDATED DAMAGES

If awarded a Contract under this Proposal, the Undersigned proposes to start work at the site within fifteen (15) calendar days after the receipt from the Owner of a written Notice to Proceed. The Undersigned further agrees to fully complete all work covered by this Proposal to the point of final acceptance by the Owner within **150 consecutive calendar days** from and including the date of receipt from the Owner of a written Notice to Proceed.

NOTE: The Contractor's attention is directed to the provisions for Liquidated Damages as provided in Paragraph 13 of the Supplementary Conditions and in the Agreement Section, in addition to the Excess Cost of Engineering.

VI. PROPOSAL SIGNATURE

State of _____)
)ss
County of _____)

_____, being first duly sworn on oath deposes and says that the bidder on the above proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

_____, also deposes and says that he has examined and carefully prepared his bid proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Proposal or bid; that the statements contained herein are true and correct.

(a) Corporation

The bidder is a corporation organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its officers are as follows:

President _____
Secretary _____
Treasurer _____
Manager _____

and it (does) or (does not) have a corporate seal. The (name) _____ _____ is authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken on _____, a certified copy of which is hereto attached. (Strike out this last sentence if not applicable.)

(b) Partnership

The bidder is a partnership consisting of individual partners whose full names are as follows:

_____ _____

_____ _____

_____ _____

The partnership does business under the legal name of:

_____.

(c) Individual

The bidder is an individual whose full name is _____ _____, and, if operating under a trade name, said trade name is _____.

Dated _____, 20_____.

_____
Legal Entity

(Seal - If Corporation)

(Sign Here) By: _____

_____

Telephone No. _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
Notary Public

My Commission Expires:

_____

CONTRACTOR'S BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ (hereinafter called the Principal) and _____ _____, (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and authorized to do business in the State of _____ are held and firmly bound unto the City of Columbia, Tennessee (hereinafter called the Owner), in the full and just sum of _____ Dollars ($_____)

good and lawful money of the United States of America, to be paid upon demand of the Owner, to which payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted to the Owner, a proposal for furnishing all labor, materials, equipment and incidentals necessary to furnish and install the Carters Creek Force Main Relocation project.

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within fifteen days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Proposal and upon the terms, conditions and price(s) set forth therein, of the form and manner required by the Owner, and execute a sufficient and satisfactory contract performance bond payable to the Owner, in an amount of One Hundred Percent (100%) of the total contract price in form and with security satisfactory to said Owner, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

_____
Principal

BY_____
(Seal)

_____
Surety

_____
(Seal)

Countersigned
_____

Local Resident Producing Agent for _____

STATEMENT OF COMPLIANCE CERTIFICATE

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that _____
have fully complied with all the requirements of TCA § 50-9-113 and TCA § 50-9-114 Tennessee Code Annotated, Title 50, attached herewith for reference.

- The City of Columbia, Tennessee operates a drug-free workplace program as certified under this chapter.
- The City of Columbia, Tennessee's drug-free workplace program provides for testing of employees for workplace use of drugs or alcohol.
- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City of Columbia, Tennessee.

Note: All prospective Bidders may review the City of Columbia, Tennessee's drug-free workplace program by contacting the City of Columbia at the location provided in the Invitation to Bid.

Signed: _____

State of _____)
) ss
County of _____)

Personally appeared before me, _____ the undersigned Notary Public, _____, the within named bargainor, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the _____, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this _____ day of _____, 20____.

_____
Notary Public

My commission expires _____

Source: Tennessee Codes/TITLE 50 EMPLOYER AND EMPLOYEE /CHAPTER 9 DRUG-FREE WORKPLACE PROGRAMS /50-9-113. State and local government construction contracts.

50-9-113. State and local government construction contracts.

(a) Each employer with five (5) or more employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contact or award a contract for construction services with an employers who does not comply with the provisions of this section.

(b) For the purposes of this section, "employer" does not include any utility or unit of local government, "Employer" includes any private company or corporation.

(c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.

(d) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

[Acts 2000, ch. 918, §§ 1,2.]

Source: Tennessee Code/TITLE 50 EMPLOYER AND EMPLOYEE /CHAPTER 9 DRUG-FREE WORKPLACE PROGRAMS /50-9-114. Information to be included within bid or procurement specifications for construction services – Contesting a contract.

50-9-114. Information to be included within bid or procurement specifications for construction services – Contesting a contract.

(a) The state or any local government, including departments, divisions, or agencies thereof, shall include within any bid or procurement specifications for construction services the following information:

(1) A statement as to whether the government entity issuing a construction service bid or other procurement specification operates a drug-free workplace program as certified under this chapter or operates any other program that provide for testing of employees for workplace use of drugs or alcohol;

(2) If operating such a program, a statement that describes the government entity's drug-free workplace or alcohol and drug testing program; and

(3) A statement that all bidders or proposals for construction services are required to submit an affidavit as part of their bid, that attests that such bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the governmental entity.

(b) Unless suit is filled in chancery court, employers shall have seven (7) calendar days to contest a contract entered into by employers subject to the provisions of this section with a local government or state government. Employers that do not contest such contracts within seven (7) calendar days by filing suit in chancery court shall waive their rights to challenge such contracts for violating the provisions of this section. Such contracts shall be contested in chancery court in the county where the contract was entered. The trial of the alleged violation of the provisions of this section shall be expedited by giving it priority over all cases on the trial docket, except workers' compensation cases.

[Acts 2002, ch. 693, § 1.]

STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that _____
have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of Chapter No. 878.

Signed: _____

State of _____)
) ss
County of _____)

Personally appeared before me, _____ the undersigned Notary Public, _____, the within named bargainor, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the _____, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this _____ day of _____, 20____.

_____
Notary Public

My commission expires _____

CHAPTER NO. 878

HOUSE BILL NO. 111

By Representatives Moore, Hood, Davidson, Borchert, Sherry Jones, Langster, Tidwell, Hackworth, Cobb, Eldridge, Favors, Brown, Rowe, Mike Turner, Pruitt, McDonald, Eric Watson, Campfield, Hensley, McKee, Roach, DuBois

Substituted for: Senate Bill No. 411

By Senators Haynes, Ketron, Cohen

AN ACT to amend Tennessee Code Annotated, Title 12, Chapter 4, relative to public contracts.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 12, Chapter 4, Part 1, is amended by inserting the following as a new, appropriately designated section:

(a)
(1) The state or other state entities shall not contract to acquire goods or services from any person who knowingly utilizes the services of illegal immigrants in the performance of a contract for goods or services entered into with the state or a state entity.
(2) No person may contract to supply goods or services to the state or other state entities if that person knowingly utilizes the services of illegal immigrants in the performance of a contract to supply goods or services entered into with the state or a state entity.
(3) After the effective date of this act, no person may enter into a contract to supply goods or services to the state or other state entities without first attesting in writing that the person will not knowingly utilize the services of illegal immigrants in the performance of the contract and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract.

(b) If any person who contracts to supply goods or services to the state or other state entities, or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of illegal immigrants in the performance of such a contract to supply goods or services to the state or other state entities, the commissioner of finance and administration shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the state or other state entities for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract to supply goods or services to the state or other state entities.
(c) Any person who is prevented from contracting for or submitting a bid for a contract to supply goods or services to the state or other state entities for one (1) year pursuant to subsection (b) may appeal the imposition of the one (1) year prohibition by utilizing an appeals process to be established by the commissioner of finance and administration.

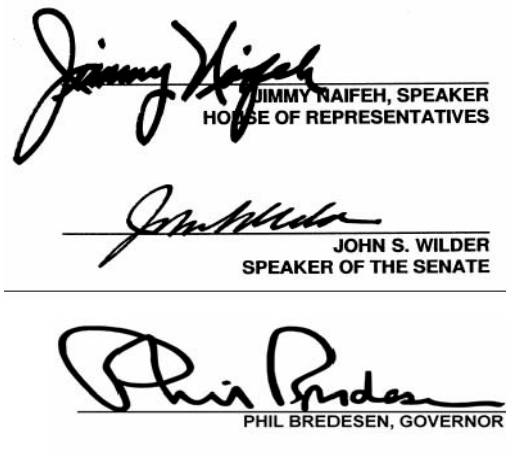
Chapter No. 878] PUBLIC ACTS, 2006

SECTION 2. The commissioner of finance and administration is authorized to promulgate rules and regulations to effectuate the purposes of this act. All such rules and regulations shall be promulgated in accordance with the provisions of Tennessee Code Annotated, Title 4, Chapter 5.

SECTION 3. For the purpose of promulgating rules, this act shall take effect upon becoming a law, the public welfare requiring it. For all other purposes, this act shall take effect January 1, 2007, the public welfare requiring it.

PASSED: May 25, 2006

APPROVED this 15th day of June 2006



STATEMENT OF COMPLIANCE
IRAN DIVESTMENT ACT

This form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements:
No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:
I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract 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 Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____
Printed Respondent Name Printed Name of Authorized Official

_____
Signature of Authorized Official

_____
Date

NON-COLLUSION AFFIDAVIT

Each Contractor submitting a bid must fill out the following Affidavit:

STATE OF_____)
)ss
COUNTY OF_____)

Affiant, _____,

makes oath that he is the _____ of the _____; and that the only parties directly or indirectly interested in this Contract are named herein; and that neither the Mayor, Alderman, Commissioner or any other City Official is directly or indirectly interested in this Contract or the proceeds thereof; and that the undersigned affiant has not given or donated or promised to give or donate directly or indirectly to any official or employee of the City of Columbia, Tennessee or to anyone else for his benefit any sum of money or other thing of value for aid or assistance in obtaining this Contract.

Signed: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

_____

LIST OF SUBCONTRACTORS

PROJECT: CARTERS CREEK FORCE MAIN RELOCATION

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Owner.

Subcontractor and Address	Class of Work to be Performed
(1) _____	_____
_____	_____
(2) _____	_____
_____	_____
(3) _____	_____
_____	_____
(4) _____	_____
_____	_____
(5) _____	_____
_____	_____
(6) _____	_____
_____	_____
(7) _____	_____
_____	_____

Dated _____

_____
Bidder

By _____

STATEMENT OF EXPERIENCE OF BIDDER

PROJECT: CARTERS CREEK FORCE MAIN RELOCATION

The bidder is requested to state below that work of similar magnitude in order to judge his experience, skill and business standing and his ability to conduct the work as completely and as rapidly as required under the terms of the Contract.

Project and Location	Reference
(1) _____	_____
_____	_____
(2) _____	_____
_____	_____
(3) _____	_____
_____	_____
(4) _____	_____
_____	_____
(5) _____	_____
_____	_____
(6) _____	_____
_____	_____
(7) _____	_____
_____	_____

Dated _____

_____
Bidder

By _____

AGREEMENT SECTION

CITY OF COLUMBIA, TENNESSEE
WASTEWATER SYSTEM

CARTERS CREEK FORCE MAIN RELOCATION

SUPPLEMENTARY CONDITIONS OF CONTRACT

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SUPPLEMENTARY CONDITIONS OF CONTRACT

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

1. Construction Operations and Material Storage

The Contractor must carry on all his construction operations, including storage of materials, in such a way as to interfere as little as possible with the operation and maintenance of existing sewer facilities.

2. Soil Erosion, Sediment Control, and Notice of Intent (Storm Water)

2.1 The Contractor shall plan and control his construction operations to minimize all soil erosion and the siltation of drains and streams resulting from such erosion. All methods used for such control shall be approved by the Engineer.

2.2 The Contractor's attention is directed to Division G, Section 3 (Construction) - "Slope Protection and Erosion Control." This provision will be required on this project. All work shall be performed in full compliance with requirements of the State of Tennessee, Division of Water Pollution Control. The Contractor shall provide and use all measures necessary to comply with State regulations. No separate payment will be made for this work.

2.3 Where the Contractor's operations subject soil to erosion by the wind, he shall control such erosion by approved methods until affected areas can be seeded and mulched.

2.4 **NOI IS NOT REQUIRED ON THIS PROJECT** - The Contractor's attention is directed to the requirement for executing a Notice of Intent (NOI) for storm water discharges upon award of this project if so required. This NOI, which is included in the Agreement Section (if required), must be executed by the Contractor after award of project. The Owner will pay required fee (if required) and transmit the NOI package to the State for review and approval. This NOI (if required) must be approved by the State of Tennessee prior to beginning work on this project.

It shall be the responsibility of the Contractor to fully comply with all requirements and regulations of the NOI, storm water discharge regulations, and all other requirements contained herein.

3. Project Sign (**NOT REQUIRED)**

3.1 The Contractor shall furnish and erect one sign at an appropriate place on the project site as approved by the Engineer. The Contractor shall be responsible for protecting and maintaining the sign in good condition throughout the life of the project.

3.2 The sign will be fabricated of good quality 1-inch exterior plywood with suitable frames and posts. A 4-inch x 1¼-inch molding strip shall be placed around the outer edge projecting over the face of the sign. The entire woodwork shall be given a prime coat and final coats of high-grade sign enamel. The sign shall be not less than 4 feet by 8 feet and

shall contain, at a minimum, the name of the Owner and its Officials, Project Name and Number, Contractor and Engineer. Layout of the sign shall be approved by the Engineer before painting. Lettering shall be done by a professional painter.

4. Contract Drawings

The Drawings applicable to the work to be performed under this Contract are referred to in this document as Contract Drawings and described as follows:

CITY OF COLUMBIA, TENNESSEE
WASTEWATER SYSTEM

CARTERS CREEK FORCE MAIN RELOCATION

The sheet index and titles of all drawings appear on the index sheet of the Contract Drawings.

5. Arrangement and Charge for Water and Electrical Power

Where the Contractor desires a water and electrical power supply in connection with any construction work, he shall make complete and satisfactory arrangements with the City of Mt. Juliet, Tennessee, Department of Public Works or the appropriate utility furnishing the service.

Payments shall be made by the Contractor in accordance with the Department's official rates and policies.

6. Use of Fire Hydrants

The Contractor shall not open, turn on, or make any connection to any hydrant unless prior written permission of the City of Mt. Juliet, Tennessee and the West Wilson Utility District (local water utility) is obtained.

7. Barricades and Warning Signs

The Contractor shall furnish, erect and maintain such barricades, fences, lights and danger signals, and take such other precautionary measures that will ensure the protection of persons, property and the work.

Traffic control devices shall meet the requirements of the "Manual of Uniformed Traffic Control Devices" (MUTCD).

Special Requirements may be required by City of Mt. Juliet or State of Tennessee concerning tunnel/bore crossings and the other work near City roadways and/or State Highways on this project. The Contractor shall comply with these requirements.

8. Use of Explosives

Should the Contractor elect to use explosives in the prosecution of the work and if permitted in this Contract, the Contractor shall employ only workmen familiar and skilled in the use of explosives, carefully cover the explosion with suitable timber, matting and/or excavation, and exercise the utmost care so as not to endanger life or property.

The Contractor shall obtain all necessary permits and/or licenses and carry on such work in compliance with all City of Mt. Juliet, Tennessee Ordinances and State of Tennessee Laws.

Whenever explosives are stored or kept they shall be stored in a safe and secure manner and all storage places shall be plainly marked "DANGEROUS -- EXPLOSIVES."

NOTE: If the Contractor chooses to utilize trenching machines or rock trenchers, the Contractor shall perform such trench excavation operations in full compliance with all applicable OSHA and TOSHA safety requirements pertaining to trench excavations.

9. Restoration of Disturbed Areas

The Contractor shall be required to restore all areas disturbed by his operation to a condition equal to or better than the condition prevailing prior to construction.

10. Vegetation Damage

Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage.

The Contractor shall be restricted in residential areas as to which trees or major tree branches may be cut or trimmed. These restrictions are due to easement acquisition on residential properties.

Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

11. Coordination of Work

The Owner may award other separate contracts in connection with this project requiring work on or near the project site and may progress simultaneously with the work relating to the construction under this Contract. It is, therefore, a requirement that each contractor, including the Contractor for this Contract, coordinate his operations with those of other contractors, especially where connections must be made between contracts.

12. Sequence of Operations

The work designated to be performed under this Contract shall be coordinated in such manner that there shall be a minimum of interference with traffic and existing utilities. Existing water, gas, electric and communications shall not be interrupted without prior arrangements having been made with the management of the utility involved.

Backfilling and clean-up work shall be continuously prosecuted to the point that satisfactory ingress and egress to roadways can be maintained.

During the period required for construction under this Contract, it will be necessary that any existing sewer facilities, sanitary sewers, force mains, and pumping stations, be maintained in operation. The Contractor shall prepare and submit to the Owner and the Engineer a schedule of operations for approval. The Contractor shall dispose of all storm water and sewage accumulated in a manner acceptable to the Engineer.

13. Time for Completion and Liquidated Damages

The successful bidder shall commence work within 15 calendar days from and after the issuance by the Owner of a Written Notice to Proceed and shall complete all work in accordance with the terms and conditions of the Contract Documents within **150** consecutive calendar days. The Notice to Proceed will be issued within 10 days after award of the Contract.

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Agreement, not a penalty but as liquidated damages for breach of Contract, as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount of $300.00 per day is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodical estimates.

Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the government;

b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specific in subsections a and b of this article.

Provided, further that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner in writing of the causes of the delay and notify the Contractor within a reasonable time of its decision in the matter.

14. Maintenance and Access of Traffic

Portions of the work are located in developed areas requiring the access for fire and other departments to be provided for, and at least on free lane shall be available for all traffic. Contractors are to arrange operations in these areas to meet these requirements and secure approval of operating procedures from the City of Mt. Juliet, Tennessee, Wilson County Road Commission, or Tennessee Department of Transportation, as the case may be.

15. Pavement Restoration

Where sewer lines are constructed under paved roadway surfaces within public rights-of-way, the Contractor will restore the asphalt or crushed stone pavement and/or shoulders between shoulder lines. It shall be the responsibility of the Contractor, upon completion of the sewer installation, to regrade the street with pug mix to the template that existed prior to construction. This regrading shall be satisfactory to City of Mt. Juliet, Tennessee or the Wilson County Road Commission before the street is released for paving operations.

The Contractor shall further be responsible for the maintenance of disturbed streets until repaving operations have been initiated.

The Contractor shall be responsible for adjusting all new and existing utility castings and utility valve boxes to the final pavement elevations. All costs associated with this work shall be merged into unity price items established for pavement restoration.

The Contractor shall restore all curbs, gutters, sidewalks, ramps and private driveways or parking lots. Compensation for this work is detailed in other portions of this Document and any item, which must be removed as was evidenced and necessary for the installation of the proposed sewer lines for which there is no specific pay item(s), shall be considered as incidental to the construction of the proposed sewer and, therefore, no additional compensation will be allowed for the restoration of this (these) item(s).

The Contractor shall also be required to restore, at his own expense, all pavements disturbed by his operations where the sewer line was not constructed under the pavements or where existing pavements were disturbed in the correction of deficiencies discovered after restorations have been completed.

16. Work in Easements

Portions of the work to be constructed under this Contract lie within easements on private property. Work performed in such easements shall be subject to the provisions of said easements which may be found in the office of the City of Mt. Juliet, Tennessee. In general, these Easement Agreements provide for restoring the property to the condition existing before construction began.

Unless indicated otherwise, these easement widths are as follows:

Permanent Easement - 20 feet.

Typical Additional Temporary Construction Easements for Sewers above 12-inch diameter shall not exceed 15 feet on both sides.

Contractor shall install and maintain boundary fences along the easements and shall not work outside of these boundaries without written permission.

17. Property Damage Claims

Any and all property damage claims received by the Owner, their agents, or the Contractor resulting from any alleged operation of the Contractor shall be investigated promptly (within 14 days) by the Contractor or insurance carrier. Any such claims made to the Owner shall be forwarded to the Contractor in writing and the Contractor shall subsequently forward such claims to his insurance carrier. Before final payment is made by the Owner to the Contractor, a summary of the Contractor's disposition of all such claims shall be provided to the Owner. Nothing contained in this paragraph shall be interpreted by the Contractor to lessen the requirements of the General Condition.

18. Wastewater Bypassing

The Contractor shall ensure that no wastewater bypassing will occur due to construction activities unless a schedule is approved by the State of Tennessee Division of Water Pollution Control and the U.S. Environmental Protection Agency.

19. Supervision and Emergency Procedures

The Contractor shall man this project with adequate and qualified foremen and superintendents at all times. During weekends and night time hours, the Contractor shall have someone who can be on call (with names and telephone numbers) to be furnished to the Engineer and City of Mt. Juliet, Tennessee for emergency measures such as backfilling open holes, placing of barricades, and correction of other potential problems and/or hazards. During regular working hours, the Contractor should arrange for a local office and someone to receive phone calls and instructions and/or questions.

20. Work in City and State Road Rights-of-Way

When ordered by the Engineer or Owner's Representative, the Contractor shall place temporary cold mix in street trench cuts. This temporary pavement shall be properly maintained by the Contractor until such time as final pavement restoration is completed.

The Contractor shall make every possible effort to backfill all excavations at the end of each day's construction operations. To accomplish this procedure, the Contractor shall mark and/or reference the end of the pipe each day for reopening trench the next morning. In some cases the use of "sand or gravel bags" will facilitate this procedure, especially where major roads or highways must be crossed one lane at a time.

21. Deletions by Owner

Portions or segments of this work may be deleted by the Owner at their discretion during the course of construction operations because of funding considerations and/or unforeseen or unknown difficult construction conditions which may arise during the course of the work which this Contract does not cover.

22. Copies of Documents

Delete Paragraph 2.02.A of the Standard General Conditions in its entirety and insert the following in its place:

Owner shall furnish to Contractor up to 5 printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

23. Liability Insurance

Add the following new paragraph immediately after Paragraph 6.03.J of the Standard General Conditions:

K. The limits of liability for the insurance required by Paragraphs 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A of the General Conditions:

a. State: Tennessee	Statutory
b. Applicable Federal (e.g., Longshoreman's):	Statutory
c. Employer's Liability:	$1,000,000

2. Contractor's General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate	$2,000,000
b. Products – Completed Operations Aggregate	$2,000,000
c. Personal and Advertising Injury	$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	$1,000,000
e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverage where applicable.	
f. Excess or Umbrella Liability	$5,000,000

3. Automobile Liability under Paragraph 6.03.D of the General Conditions:

a. Combined Single Limit (Each accident)	$1,000,000

4. The Contractual Liability coverage required by Paragraph 6.03.H the following amounts:

$1,000,000

5. The Owner and Water Management Services, LLC shall be named as additionally insured.

24. Property Insurance – **(No Builders Risk Insurance required on this project)**

Delete Paragraph 6.05 of the Standard General Conditions in its entirety and insert the following in its place:

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

1. This insurance shall:

a. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

b. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

d. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

e. allow for partial utilization of the Work by Owner;

f. include testing and startup; and

i. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

2. Contractor shall be responsible for any deductible or self-insured retention.

3. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Supplementary Conditions Page 8 Item 27- Liability Insurance and shall comply with the requirements of paragraph 6.05 of the General Conditions.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

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National Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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AGREEMENT WITH THE

CITY OF COLUMBIA, TENNESSEE
WASTEWATER SYSTEMS

CARTERS CREEK FORCE MAIN
RELOCATION

THIS AGREEMENT made this _____ day of _____, 20____, by and between the City of Columbia, Tennessee, hereinafter called the "Owner", and _____ _____, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, Owner has heretofore solicited bids for all the work and improvements and for the doing of all things included within the hereinafter specified improvements; and

WHEREAS, Owner did on the _____ day of _____, 20____ find that Contractor was the lowest responsible bidder for the hereinafter specified construction work and did award Contractor a Contract for said construction work;

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertakings and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his own cost and expense, to do all the work and furnish all the labor, materials, equipment and other property necessary to do, construct, install, and complete all the work and improvements required for the Carters Creek Force Main Relocation Project all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said work, and to do, at his own cost and expense, all other things required of the Contractor by said Contract Documents of said work. The Work shall include Work reasonably inferable from the Contract Documents and necessary to achieve the intended results.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Invitation to Bid
2. Instructions to Bidders
3. Proposal
4. Supplementary Conditions of Contract
5. General Conditions of Contract
6. Agreement
7. Contract Specifications
8. Contract Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
10. Any and all other documents or papers included or referred to in the foregoing documents
11. Any and all Addenda to the foregoing

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the unit prices stated in the Contractor's Proposal included in the Contract Documents and made a part of this Agreement as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this Contract; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents.

The quantities and totals on unit price items and the Total Contract Amount are approximate only, being inserted for the purpose of establishing the face amount of bonds to be provided by the Contractor. Payment of work covered by the unit price items will be made only on the basis of actual quantities of work complete in place as authorized and as measured as provided in the Contract Documents.

Item No.	Description	Est. Qty.	Unit	Price Per Unit	Total
A.	Unit Price Construction Items				
1	24” DR 11 C900 PVC sanitary sewer force main, outside & under roadway, including 3" detection tape and trace wire, complete in place and ready for use	305	LF	$_____	$_____
2	24" DR 11 C900 PVC sanitary sewer force main in 36" casing pipe by tunnel/bore method, including 3" detection tape and trace wire, complete in place and ready for use	100	LF	$_____	$_____
3	Combination air release/ vacuum valve assembly including valve vault and odor control assembly, complete in place and ready for use	1	EA	$_____	$_____
4	Tie-in connection of the proposed force main to the existing force main with MJ sleeves including handling of wastewater flows, complete in place and ready for use	2	EA	$_____	$_____
5	Cut and cap of existing force main, complete in place and ready for use	2	EA	$_____	$_____
6	Miscellaneous Ductile Iron Pipe fittings, complete in place	5,000	LBS	$_____	$_____
7	Topsoil and seeding of trenches, complete in place	205	LF	$_____	$_____
8	Removal of existing air release valve including granular fill of the existing vault, complete in place and ready for use	1	EA	$_____	$_____

Item No.	Description	Est. Qty.	Unit	Price Per Unit	Total
9	Type “A” asphalt replacement, complete in place and ready for use	30	LF	$_____	$_____
B.	Unit Price Construction Items Ordered by the Engineer/Owner				
10	Class “C” concrete (2,000 psi) for encasement, cradle, thrust blocking, etc., complete in place	20	CY	$_____	$_____
11	Unclassified excavation for undercuts	20	CY	$_____	$_____
12	Crushed stone backfill for undercuts, complete in place	2	CY	$_____	$_____
				TOTAL CONTRACT AGREEMENT	**$_____**

ARTICLE III - CONFLICT BETWEEN COMPONENT PARTS OF CONTRACT

In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below will govern over any other component part which follows it numerically, except as may be otherwise specifically stated. Said component parts are the following:

1. Addendum Nos. _____, _____, _____, and _____.
2. Supplementary Conditions of Contract
3. General Conditions
4. Contract Specifications
5. Contract Drawings
6. Instructions to Bidders
7. Invitation to Bid
8. Contractor's Proposals
9. This Instrument

This Contract is intended to conform in all respects to applicable statues of the state in which the work is to be constructed and, if any part or provision of this Contract conflicts therewith, the said statute shall govern.

ARTICLE IV - STARTING AND COMPLETION

The Contractor shall, and agrees to, commence work at the site within 15 calendar days after the issuance by the Owner of a written Notice to Proceed, and to fully complete all work to the point of final acceptance by the Owner, and to complete doing all other things required of him by the Contract Documents on or before and not later than **150 consecutive calendar days** therefrom. Contractor shall, and agrees to, furnish and deliver to Owner within fifteen (15) days after date of award of this Contract, the Performance Bond, Payment Bond, and the insurance certificates and policies of insurance required of him by the provisions of the Conditions of the Contract, and to do, prior to starting work, all other things which are required of him by the Contract Documents as a prerequisite of starting work.

NOTE: The Contractor's attention is directed to the provisions for liquidated damages as provided in Paragraph 13 of the Supplementary Conditions, in addition to the Excess Cost of Engineering.

The Contractor hereby agrees to commence work on this Project on or before a date to be specified in a written "Notice to Proceed" issued by the Owner and to fully complete the project within **150 consecutive calendar days** as stipulated in the Supplementary Conditions. The Contractor further agrees to pay as liquidated damages the sum of $500.00 per day for each consecutive calendar day thereafter as provided in Paragraph 13 of the Supplementary Conditions.

ARTICLE V - PAYMENTS TO CONTRACTOR

The Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

In WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

_____
Contractor

ATTEST:

By _____

Title _____

By_____

Title_____

ATTEST:

By _____

Title _____

CITY OF COLUMBIA, TENNESSEE

By _____
Mayor

Approved as to Form and Legality

By _____
Attorney for the Owner

IMPORTANT

NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
CITY OF COLUMBIA, TN
707 NORTH MAIN STREET
COLUMBIA, TN 38401

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount: $
Description *(name and location)*: CITY OF COLUMBIA, TN – CARTERS CREEK FORCE MAIN RELOCATION

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: $
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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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 Paragraph 3.

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

3.1 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 Paragraph 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;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 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 Paragraph 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 Paragraph 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 Owners 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 Paragraph 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:

5.4.1 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

5.4.2 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 Paragraph 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 Paragraph 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 Paragraph 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:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 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 Paragraph 5; and

7.3 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 Paragraph 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.

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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 periods of limitations 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 for the Contractor for 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:

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER (name and address):
CITY OF COLUMBIA, TN
707 NORTH MAIN STREET
COLUMBIA, TN 38401

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount: $
Description *(name and location)*: CITY OF COLUMBIA, TN – CARTERS CREEK FORCE MAIN RELOCATION

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount: $
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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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 Paragraph 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 Paragraph 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,

      5.1.1 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

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 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 Paragraph 13).

6. If a notice of non-payment required by Paragraph 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 Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 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 Paragraph 7.1 or 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 Paragraph 7.1 or 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 Paragraph 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.

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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 Paragraph 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 requests 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 of "labor, materials, or equipment" that part of the 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:

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AFFIDAVIT

(To be attached to all Contracts)

STATE OF _____)
)ss
COUNTY OF _____)

_____

being first duly sworn on oath deposes and says that he is

_____
(attorney) (in fact or agent)

of _____
(bonding company)

surety on the attached Contract for the Carters Creek Force Main Relocation project executed by

_____
(Contractor)

Affiant further deposes and says that no officer, official or employee of the Owner has any interest directly or indirectly, or is receiving any premium, commission fee or other thing of value on account of the same or furnishing of the bond, undertaking or contract of indemnity, guaranty, or suretyship in connection with the above-mentioned Contract.

Signed _____

Subscribed and sworn to before me

this _____ day of _____, A.D., 20_____.

_____

Notary Public _____ County _____)

My Commission expires:

_____

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER ☐	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE
	COMPANY LETTER A
	COMPANY LETTER B
INSURED	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCURRENCE ☐ OWNERS & CONTRACTORS PROTECTIVE				GENERAL AGGREGATE $ PRODUCTS-COMP/OPS AGGREGATE $ PERSONAL & ADVERTISING INJURY $ EACH OCCURRENCE $ FIRE: DAMAGE (ANY ONE FIRE) $ MEDICAL EXPENSE (ANY ONE PERSON) $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON - OWNED AUTOS ☐ GARAGE LIABILITY				CSL $ BODILY INJURY PER PERSON $ PROPERTY DAMAGE $
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ / AGGREGATE $
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY $ EACH ACCIDENT $ DISEASE-POLICY LIMIT $ DISEASE-EACH EMPLOYEE
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

CERTIFICATE HOLDER	**CANCELLATION**
	SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
	AUTHORIZED REPRESENTATIVE

WATER MANAGEMENT SERVICES, LLC
2 International Plaza, Suite 401
Nashville, Tennessee 37217

Sheet ____ of ____

Owner: _____

Project Name: _____

Location: _____

Contractor: _____

Contract Supplement No. _____

Date: _____

I. DESCRIPTION OF CHANGES INVOLVED

A.

B.

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1.	Amount of Original Contract	$_____
2.	Net (Addition) (Reduction) due to all previous Contract Supplements	$_____
3.	Amount of Contract including all previous Contract Supplements	$_____
4.	(Addition) (Reduction) to Contract due to this Contract Supplement	$_____
5.	Amount of Contract including this Contract Supplement	$_____

III. CONTRACT SUPPLEMENT CONDITIONS

1. The Contract completion date established in the Original Contract or as modified by previous Change Orders is hereby (extended) (reduced) ____ calendar days, making the final date of completion _____.

2. Any additional work to be performed under this Contract Supplement shall be carried out in compliance with the specifications included in the preceding Description of Changes Involved, with the supplemental contract drawings, and under the provisions of the Original Contract, including compliance with applicable Equipment Specifications and Project Specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the Contractor from strict compliance with the guarantee provisions of the Original Contract, particularly those pertaining to performance and operation of equipment.

4. The Contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and Contractor's Insurance all work covered by this Contract Supplement. The Contractor will furnish to the Owner evidence of increased coverage of his Performance and Payment Bonds for the accrued value of all Contract Supplements which exceeds the Original Contract Price by twenty percent (20%).

RECOMMENDED FOR ACCEPTANCE: _____
WATER MANAGEMENT SERVICES, LLC

ACCEPTED: CONTRACTOR _____

BY: _____

OWNER: CITY OF COLUMBIA, TENNESSEE

BY:_____
MAYOR

Approved as to Form and Legality

By: _____
Attorney for the Owner

NOTICE OF AWARD

TO: _____

Project _____

Description: _____
_____
_____

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated _____, 20____, and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of $ _____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificate of Insurance within fifteen (15) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20_____.

_____
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

_____ this the _____ day of _____, 20____.

By: _____

Title:_____

NOTICE TO PROCEED

TO: _____

Date: _____

Project: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the work within _____ calendar days thereafter. The date of completion of all work is, therefore, _____, 20_____.

_____
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____,

_____ this the _____ day of _____, 20____.

By: _____

Title: _____

CONTRACT SPECIFICATIONS

DIVISION A - GENERAL REQUIREMENTS

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FOR

DIVISION A

GENERAL REQUIREMENTS

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2	SUBMITTALS	1-3

GENERAL REQUIREMENTS

SECTION 1

SUMMARY OF WORK

1. WORK COVERED BY CONTRACT DOCUMENTS

The Work to be performed is as described in the Invitation to Bid.

2. CONTRACTOR'S DUTIES

2.1 Except as specifically noted, provide and pay for:

Labor, materials, and equipment;

Tools, construction equipment, and machinery;

Samples, shipping costs, and tests;

Necessary utilities, such as water supply, electrical power, telephones, roads, fences, and sanitary facilities, including maintenance thereof;

Other facilities and services necessary for proper execution and completion of the Work.

2.2 Pay legally required sales, consumer, and use taxes.

2.3 Secure and pay for legally required permits, licenses, and government fees.

2.4 Give required notices.

2.5 Employ workmen and foremen with sufficient knowledge, skill, and experience to perform the work assigned to them.

2.6 Comply with the codes, laws, ordinances, rules, regulations, orders, and other legal requirements. Any necessary changes will be adjusted as provided in the Contract for changes in the Work.

2.7 Submit written notice to Engineer of observed variance of Contract Documents from legal requirements. Any necessary changes will be adjusted as provided in the Contract for changes in the Work.

2.8 Enforce discipline and good order among Contractor and Subcontractor employees. Any person employed by Contractor or Subcontractors who does not perform his work in a skillful manner, is incompetent, or acts in a disorderly or intemperate manner shall, at the written request of Owner, be removed from the project immediately and shall not be employed again in any portion of the Work without the approval of Owner.

2.9 Provide at all times facilities for access and inspection of the Work by representatives of Owner and of official governmental agencies designated by Owner as having the right to inspect the work.

2.10 Cooperate with other contractors who may be performing work for Owner and with Owner's employees working in the vicinity of the Work done under this Contract.

3. CONTRACTOR'S USE OF PREMISES

3.1 Confine operations at site to areas permitted by law, ordinances, permits, and the Contract Documents.

3.2 Do not load or permit any part of a structure to be subjected to any force that will endanger its safety.

3.3 Comply with and enforce Owner's instructions regarding signs, advertisements, fires, and smoke.

3.4 Assume responsibility for protection and safekeeping of products stored on premises.

3.5 Do not discharge smoke, dust, or other contaminants into the atmosphere, or fluids or materials into any waterway as will violate regulations of any legally constituted authority.

4. EXISTING FACILITIES

4.1 The existing facilities will be in continuous operation during the construction period.

4.2 Plan and conduct construction operations to avoid disturbing existing utilities, piping, equipment, and services in any manner which will interrupt or impair operations, except as approved by Engineer.

4.3 Submit for approval a construction sequence and detailed drawings and written explanations of the temporary facilities and appurtenances intended to be used in maintaining the uninterrupted operation of the existing water and sewer facilities.

5. PARTIAL OWNER OCCUPANCY

5.1 Owner, at its discretion, may place into service certain portions of the completed Work.

5.2 Provide proper access to Owner's personnel for this purpose.

5.3 Use and operation of a completed portion by Owner will constitute acceptance of that work.

5.4 Liability of Contractor for defects due to facility construction will extend for one year after the Work is placed in service.

GENERAL REQUIREMENTS

SECTION 2

SUBMITTALS

1. PROGRESS SCHEDULE

1.1 Prepare a detailed Progress Schedule in graphic form showing proposed dates of starting and completing each major division of the Work.

1.2 The schedule shall be consistent with the time and order of work requirements of the Specifications and shall be the basis of Contractor's operations.

1.3 Submit 3 copies to Engineer within 14 days after Notice to Proceed.

1.4 At the end of every month, submit a revised schedule showing the current status of the Work as compared to the projected status. The current application for a progress payment will not be processed until the revised schedule is delivered to Engineer.

2. BREAKDOWN OF CONTRACT AMOUNT

2.1 Submit a typewritten breakdown of major lump sum items for use in computing and checking periodical payment estimates.

2.2 No payment will be made until the breakdown has been submitted and accepted by Engineer and Owner.

2.3 The breakdown shall establish amounts for each division of work such as excavation, concrete, piping, electrical, process equipment, backfill, restoration, etc.

3. SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

3.1 General

3.1.1 Submit to Engineer shop drawings, project data, and samples required by the Specifications.

3.2 Shop Drawings

3.2.1 Shop drawings are original drawings prepared by the Contractor, subcontractors, suppliers, or distributors which illustrate some portion of the Work and show fabrication, layout, setting, or erection details of equipment, materials, and components.

3.2.2 Unless otherwise instructed, submit to Engineer for review and approval 5 prints of each plan.

3.3 Project Data

3.3.1 Project data are manufacturers' standard schematic drawings, catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.

3.3.2 Modify drawings to delete information not applicable and to add information applicable to the project.

3.3.3 Mark copies of printed material to identify pertinent materials, products, or models.

3.3.4 Show dimensions and clearances required, performance characteristics and capacities, and wiring diagrams and controls.

3.3.5 Submittal procedures shall be the same as for shop drawings.

3.4 Contractor Responsibilities

3.4.1 Review and approve shop drawings, project data, and samples before submitting them.

3.4.2 Verify field measurements, field construction criteria, catalog numbers, and similar data.

3.4.3 Coordinate each submittal with the requirements of the Contract Documents.

3.4.4 Submit shop drawings for major equipment items in one package to permit checking complete installation details.

3.4.5 In a clear space above the title block or on the back, hand stamp the following and enter the required information:

Specification Section .....

This document has been checked for accuracy of content and for compliance with the Contract Documents and is hereby approved. The information contained herein has been coordinated with all involved contractors.

Contractor .....

Signed .....

3.4.6 Contractor's responsibility for errors, omissions, and deviations from requirements of the Contract Documents in submittals is not relieved by Engineer's review.

3.4.7 Notify Engineer, in writing at time of submittal, of deviations in submittals from requirements of the Contract Documents.

3.4.8 Do not install materials or equipment which requires submittals until the submittals are returned with Engineer's stamp and initials or signature indicating approval.

3.4.9 Revise returned shop drawings as required and resubmit until final approval is obtained. Indicate on the Drawings any changes which have been made other than those requested by Engineer.

3.4.10 Submit new project data and samples when the initial submittal is returned disapproved.

3.4.11 No claim will be allowed for damages or extension of time because of delays in the work resulting from rejection of material or from revision and resubmittal of shop drawings, project data, or samples.

3.5 Engineer's Duties

3.5.1 Engineer will review submittals for compliance with the Contract Documents and with the design concept of the project.

3.5.2 Review of a separate item does not constitute acceptance of an assembly in which the item functions.

3.5.3 Engineer will affix a stamp to the returned copy of each submittal. The stamp will be marked to indicate whether the submittal is "Reviewed," "Furnish as Corrected," or "Revise and Resubmit," and an explanation will be given if the submittal is unsatisfactory. The stamp will be initialed or signed certifying the submittal review.

4. OPERATING AND MAINTENANCE MANUALS

4.1 Furnish 5 copies of manuals of instructions for operation and maintenance of each item of equipment and valves furnished.

4.2 Include instructions for all components of the equipment, whether manufactured by the supplier or not, including valves, controllers, and other miscellaneous components.

4.3 Included Material as follows:

- Parts lists.
- Exploded or sectional views.
- Recommended lubrication and maintenance procedures.
- Internal wiring and piping diagrams.
- Detailed description of process, where applicable.
- Operating procedures.
- Other pertinent information of value to obtain peak performance.

4.4 Equipment Maintenance Schedule

4.4.1 In addition to the equipment operation and maintenance manuals, an equipment maintenance schedule shall be prepared for each piece of equipment. The schedule shall list routine preventive maintenance recommended by the equipment manufacturer. The schedule shall be listed as daily, weekly, monthly, quarterly, semiannually and annually.

4.4.2 The items listed in the schedule shall be those maintenance functions that Contractor and equipment suppliers expect the plant operating personnel to follow in order to meet warranty provisions, when the equipment is turned over to Owner.

4.4.3 The schedule for each piece of equipment shall be prepared in the same format. No photocopies or reproductions of the various equipment operation and maintenance manuals will be permitted.

DIVISION S - SEWERS, FORCE MAINS AND APPURTENANCES

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FOR

DIVISION S

SEWERS, FORCE MAINS AND APPURTENANCES

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SEWERS, FORCE MAINS AND APPURTENANCES

SECTION 1

GENERAL REQUIREMENTS

1. GENERAL

1.1 Scope of Work

The sewers, force mains, and appurtenances required on this Contract shall be furnished in full compliance with the Contract Specifications and the Contract Drawings.

Work to be performed under the Unit Price Items described subsequently herein shall include for each item all excavation (including rock excavation, if any) the removal of existing pavements, curb and gutter, sidewalks, driveways, brush and timber, structures and piping to be relocated or abandoned; also sheeting, diking, well pointing, bailing, dewatering; the furnishing and placing of bulkheads, the restoration of any utilities, parkways, trees, shrubbery, culverts, fences, and other items not covered under subsequent items disturbed by construction operations; backfilling and removal of excess excavated materials; and testing.

The cost of all such work and the cost of other work necessary for the complete sewer installation not specifically included for payment under the item of unit price payment Nos. described herein shall be merged with the various unit prices for the Unit Price Construction Items.

1.2 Standards

Where material and methods are indicated in the Specifications as being in conformance with the standard specification, it shall refer in all cases to the latest edition of the specifications and shall include all interim revisions. Listing of a standard specification without further reference indicates that the particular material or method shall conform with such listed specification.

1.3 Infiltration Tests

Certain times of the year acceptance of concrete sanitary sewers is not possible because there is not sufficient groundwater in order to make a proper infiltration test. Therefore, should the acceptance of lines be required during dry periods of the year, an exfiltration test is a part of the Contract and shall be used when ordered by the Owner or Engineer to ascertain whether a line is acceptable during dry periods. The maximum allowable infiltration and/or exfiltration shall not exceed 25 gallons per mile per inch diameter of sewer per 24-hour day at any time. This test shall not be required on lines that are low-pressure air tested as set forth below.

All sanitary sewer lines shall be air tested as a part of this Contract as specified in ASTM C-828-76T, as detailed in Section 4, Paragraph 1.2 of these Specifications.

2. WORK INCIDENTAL TO CONSTRUCTION

2.1 Work to be performed under this heading includes all the work designated as "Incidental to Construction" and shall be done in compliance with the Contract Drawings. The Contractor is hereby referred to the Agreement, General and Supplementary Conditions

Sections of these Specifications and the Contract Drawings. All work wherein there are not specified pay items shall be considered as "Incidental to Construction" and no additional compensation will be allowed.

2.2 In addition to the above-referenced requirements, and unless otherwise noted below, listed work shall be considered incidental to construction.

2.3 Public and Private Utilities

Utilities. Where any utilities, such as water, sewer, telephone, power, oil and gas transmission or any other, either public or private, are encountered, the Contractor shall provide adequate protection for them and will be held responsible for any damage to such utility from his operations. When it is apparent that construction operations may endanger the foundation of any utility conduit, pole, or the support of any structure, the Contractor shall notify the utility owner of this possibility and shall take such steps as may be required to provide temporary bracing or support of conduits, poles, or structures.

The cost of any bracing or support of conduits, poles, or structures as shown on the Contract Drawings shall be merged into the unit price per linear foot of gravity sewer. The Contractor shall be reimbursed for the bracing or supporting of utilities due to realignments of the gravity sewer to meet field conditions. Any realignment which eliminates any bracing or supporting necessary according to the Contract Drawings shall be credited to the Owner by the Contractor.

When in order to carry out the work, a pole (power or telephone) must be removed to a new location or moved and replaced after construction, the Contractor shall arrange for the moving of such pole or poles and lines thereof.

Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the Contractor shall cooperate to the fullest extent with the utility owner and he shall see that his operations interfere as little as possible with the utility owner's operations.

Existing Sewer Facilities. In some instances, existing sewers, force mains, or drains may be encountered along the line of work. In all such cases, the Contractor shall perform his operations in such manner that sewer service will not be interrupted and shall, at his own expense, make all temporary provisions to maintain sewer and drain service. Unless otherwise indicated on the plans, the Contractor shall replace any disturbed sewer or drain or re-lay same at his own expense to a new grade to be approved by the Engineer, such that sufficient clearance for the sewer will be provided. The Contractor will reuse existing castings if not damaged or furnish new castings of the type required by the Engineer.

Where it is necessary to cut, remove and/or replace existing storm sewers and drain tiles, the Contractor shall make specific arrangements to maintain the flow of water and shall not place permanent bulkheads in any conduit. Temporary earth dams may be used to confine and/or channel the flow and shall be removed upon completion of the crossing.

The Contractor shall receive no extra compensation for replacement of sewers or drains encountered or for re-laying same at a new grade or line.

Existing Pumping Station Operation. The existing pumping station will be in continuous operation during the construction period until such time as the tie-over is made.

The Contractor shall plan and conduct construction operations to avoid disturbing existing structures, piping, equipment, and services in any manner which will interrupt or impair operations except as approved by the Engineer.

The Contractor shall submit for approval a construction sequence intended to be used in maintaining the uninterrupted operation of the existing pumping station.

Existing Water Facilities. Where existing water mains are encountered in the work, they shall be maintained in operation.

Existing Gas Facilities. Where existing gas mains shown on the Contract Drawings are encountered, the Contractor shall arrange with the gas department for any necessary re-laying.

The Contractor will give adequate notice to the gas department to allow their location of gas lines ahead of the proposed construction with paint or stakes. The Contractor will be required to expose the gas mains prior to dynamiting and excavation where crossing pipeline installations. Track drill operations will be ceased short of the gas main and will resume on the other side of the main. The material under the gas line will be removed with hand drills and/or jack hammers. The selective use of "pop-shooting" with dynamite, which must be strictly controlled by the Contractor, may be allowed at the discretion of the Engineer.

Before backfilling any trench in which a gas main has been exposed, the Contractor shall notify the gas department to inspect the exposed main and perform any protective measures deemed necessary.

When the proposed construction is completed on a particular street, the Contractor and/or the gas department will check each particular street with natural gas detectors.

Existing Underground Electric and Telephone Facilities. Where existing underground electric or telephone facilities are encountered, the Contractor shall arrange with the Electric Company or Telephone Company for any necessary re-laying.

2.4 Dewatering

The Contractor shall perform all pumping, well pointing, ditching and any other necessary procedure to keep the excavation clear of groundwater, stormwater, or sewage during the progress of the work and until the completed work is safe from injury.

The Contractor shall maintain dewatering operations such that no groundwater, stormwater, or sewage will be allowed to build up over any concrete and/or masonry at manholes or structures for a period of 6 hours. This time period will be adjusted by the Engineer should temperature and curing conditions warrant.

All water pumped or drained from the work shall be disposed of in a manner satisfactory to the Engineer without damage to adjacent property or to other work under construction. The Contractor shall not dispose of storm or surface water through new or existing sanitary sewerage facilities.

It shall be the Contractor's responsibility to take all necessary precautions to protect all construction against flooding and/or flotation from hydrostatic uplift.

All dewatering procedures and maintenance thereof shall be considered an integral part of pipe laying and manhole construction operations and no separate payment will be allowed therefore.

Dewatering operations for manhole and/or structure construction shall be such that the groundwater or surface water is not being pulled over, around, or through the freshly placed concrete or masonry. The use of multiple pumps placed on each side of the manhole and/or at points in the trench downstream might be required. When required to protect the freshly placed concrete and/or masonry, timber or plywood forms will be positioned around the concrete or masonry so that the dewatering operations will not cause a separation of cement and aggregate. The cost of these dewatering and/or protection procedures shall be merged into the appropriate manhole or structure bid items.

2.5 Barricades and Warning Signs

The Contractor shall furnish, erect, and maintain such barricades, fences, lights, and danger signals and take other precaution measures that will ensure the protection of persons, property, and the work. Traffic control devices shall meet the requirements of the "Manual of Uniformed Traffic Control Devices" (MUTCD).

2.6 Maintenance and Access of Traffic

Portions of the work are located in developed areas requiring the access for fire and other departments to be provided for and at least one free lane shall be available for all traffic. Contractors are to arrange operations in these areas to meet these requirements and secure approval of operating procedures from the City Lebanon, Tennessee, Tennessee Department of Highways, Wilson County Road Commission, or as the case may be.

Where sewers and/or force mains are constructed under paved roadway surfaces within public rights-of-way, the Contractor will restore the asphalt or crushed stone pavement and/or shoulders between shoulder lines. It shall be the responsibility of the Contractor, upon completion of the sewer installation, to regrade the street with pug mix to the template that existed prior to construction. This regrading shall be satisfactory to the City of Lebanon, Tennessee before the street is released for paving operations.

The Contractor shall further be responsible for the maintenance of disturbed streets until repaving operations have been completed.

The Contractor shall restore all curbs, gutters, sidewalks, ramps and private driveways, or parking lots. Compensation for this work is detailed in other portions of this document and any item which must be removed as was evidence and necessary for the installation of the proposed sewer, for which there is no specific pay item(s), shall be considered as incidental to the construction of the proposed sewer and, therefore, no additional compensation will be allowed for the restoration of this (these) item(s).
The Contractor shall also be required to restore, at his own expense, all pavements disturbed by his operations where the sewer and/or force main was not constructed under the pavements. He shall further be required to replace at his own expense all pavements disturbed in the correction of sewer and/or force main deficiency discovered after restorations have been completed.

3. MATERIAL AND EQUIPMENT

Materials, products, and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling. Provide suitable, temporary weathertight storage facilities as may be required for materials or equipment which will be damaged by storage in the open. Protect from damage all materials delivered at the site. Do not use damaged material on the work.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers unless directed otherwise by the provisions of these Specifications.

4. SUPPLEMENTARY CONDITIONS

The Contractor's attention is called to the Supplementary Conditions indicated on the Plans and Specifications. The Drawings and Specifications reflect the type of construction that is anticipated in the various locations requiring special attention, but it shall be the responsibility of the Contractor to contact the various agencies including the State Highway Department, the gas company, telephone company, railroad company, Corps of Engineers, and other utilities and/or entities involved when working in areas where they will be concerned and for coordinating construction with their requirements in such a way to avoid conflicts, damage, or interruptions in service.

(a) The Contractor shall perform his work in such a manner that normal service on existing sewer lines and service to customers is maintained to the maximum extent possible. Such service shall be disrupted at such times and in such a manner as approved by the Engineer.

(b) The Contractor shall submit a work schedule to the Engineer for approval prior to beginning work. The schedule shall establish the planned sequence of line installation, service switch-over if required, and property restoration for the project.

(c) The Contractor shall maintain access to businesses and residences to the maximum extent possible.

(d) Easement Restrictions - The Contractor, upon request, will be furnished with plans showing easements obtained for the construction of sewers and appurtenances. The Contractor shall exercise due care in staying within the easement indicated and will be held strictly accountable for violations thereof. Any desired access points not shown on the Drawings must be acquired by the Contractor by negotiation with the property owner involved.

5. TESTING

The Specifications for Materials designate the testing applicable for materials incorporated in the work. Testing shall be done by the manufacturer in accordance with the applicable ASTM specification. Manufacturer shall furnish the Engineer with three (3) certified copies of the test results.

The Owner may, at his option, elect to have an independent testing laboratory test materials to be furnished for incorporation in the work. Such testing, when done, shall be in accordance with provisions of the Specifications for Materials.

Acceptance testing for installed sewer line will be limited to visual testing, infiltration testing, and air testing unless directed otherwise by the Engineer.

6. PROJECT CLOSE-OUT

The premises and the job site shall be maintained in a reasonably neat and orderly condition and kept free from an accumulation of waste materials and rubbish during the entire construction period. Remove crates, cartons and other flammable waste materials or trash from the work areas at the end of each working day.

When the Contractor requests a final inspection, the Engineer will inspect the work for completeness in accordance with the Contract Documents. Any deficiencies shall be promptly corrected by the Contractor.

Final acceptance cannot be made until the Contractor furnishes to the Owner a notarized certification in a form suitable to the Owner that all labor and material costs for the work have been paid by the Contractor and that there are no liens against the work.

Payment in full of the Final Application for Payment shall constitute acceptance of the work by the Owner subject to conditions of the Contract Documents.

SEWERS, FORCE MAINS AND APPURTENANCES

SECTION 2

MATERIALS

1. GENERAL

All materials to be incorporated in the project shall be first quality, new, and undamaged material conforming to all applicable portions of these Specifications.

2. CONCRETE

Cement - Cement shall be Portland cement of a brand approved by the Engineer and shall conform to "Standard Specifications for Portland Cement," Type 1, ASTM Designation C-150, latest revision. Cement shall be furnished in undamaged 94-pound, one cubic foot sacks and shall show no evidence of lumping.

Concrete Fine Aggregate - Fine aggregate shall be clean, hard, uncoated natural sand conforming to ASTM Designation C-33, latest revision, "Standard Specifications for Concrete Aggregate."

Concrete Coarse Aggregate - Coarse aggregate shall consist of clean, hard, dense particles of stone or gravel conforming to ASTM Designation C-33, latest revision, "Standard Specifications for Concrete Aggregate." Aggregate shall be well graded between 1-1/2-inch and #4 sieve sizes.

Water - Water used in mixing concrete shall be clean and free from organic matter, pollutants, and other foreign materials.

Ready-Mix Concrete - Ready-mix concrete shall be secured only from a source approved by the Engineer and shall conform to ASTM Designation C-94, latest revision, "Specifications for Ready-Mix Concrete." Before any concrete is delivered to the job site, the supplier must furnish a statement of the proportions of cement, fine aggregate, and coarse aggregate to be used for each mix ordered and must receive the Engineer's approval of such proportions.

Class "A" Concrete - Class "A" concrete shall have a minimum compressive strength of 4,500 pounds per square inch in 28 days and shall contain not less than 5.5 sacks of cement per cubic yard.

Class "C" Concrete - Class "C" concrete shall have a minimum compressive strength of 2,000 pounds per square inch in 28 days and shall contain not less than 4.5 sacks of cement per cubic yard.

Flowable Fill - Flowable fill shall contain not less than 2,753 pounds of sand, 100 pounds of cement, 340 pounds of fly ash, and between 40 to 55 gallons of water per cubic yard. Flowable fill shall be as manufactured by American Limestone, Springfield, Tennessee or approved equal and shall meet State Highway requirements.

Metal Reinforcing - Reinforcing bars shall be intermediate grade steel conforming to ASTM Designation A-615, latest revision, "Standard Specifications for Billet Steel Bars for Concrete Reinforcement." Bars shall be deformed with a cross-sectional area at all points equal to that of plain bars of equal nominal size.

3. CRUSHED STONE

Crushed stone for pipe bedding shall meet the quality requirements of ASTM D-692 and the grading requirements of AASHTO M-43 for size 67.

Crushed stone for backfill shall meet the quality requirements of ASTM D-692 and the grading requirements of AASHTO M-43 for size 67.

4. MANHOLE FRAMES & COVERS

Manhole castings shall conform to ASTM Designation A-48, latest revision, Class 30, and shall be free from scale, lumps, blisters, sandholes, and defects of every nature which would impair their use. Castings shall be well cleaned, with a smooth tough asphaltic coating. Covers shall be of the solid-indented type with the words "SANITARY SEWER" cast in raised letters thereon. Bearing surfaces of frames and covers shall be machined to provide a solid bearing and prevent rocking. Pattern drawings and weights of castings shall be submitted for the approval of the Engineer.

Vented lids shall be furnished and installed at ends of lines and at approximately 1,400 feet along line segments. Locations of all vented lids shall be at locations determined by the Engineer.

Manhole frames and covers (minimum clear openings to be 24 inches) shall be equal to those listed below for particular applications.

AIR/VACUUM MH's	John Bouchard No. 2150 vented **(for force main ARV MH's)**
NON-TRAFFIC (Standard)	John Bouchard No. 1155 **(for gravity sewer MH's)** **(none on this project)**
TRAFFIC	Same as Non-Traffic type specified above
WATERTIGHT	To be used where manhole casting is subject to flood or submergence by surface runoff John Bouchard No. 1123 **(for gravity sewer MH's)** **(none on this project)**
WATERTIGHT INSERT	To be used as directed by Engineer. Manhole frame and cover to be same as non-traffic type as specified above. Insert to be Sewer Guard as manufactured by Preco Industries Ltd. or equal. **(none on this project)**

5. MANHOLE STEPS

Steps shall be (1) aluminum, equal to #15295 by Alcoa, or (2) ductile iron equal to Neenah No. R1981-Q, or (3) plastic encapsulated steel equal to No. PS 1-45 as manufactured by M.A. Industries, Inc., East Point, Georgia.

6. MONOLITHIC POURED-IN-PLACE MANHOLES

Concrete shall be Class A (4,500 psi) design mix and shall be submitted to the Engineer for approval. Also for each day's pour, two test cylinders should be made and tested in compliance with ASTM 172, ASTM C-31 and ASTM C-39. These testings shall be done by a testing laboratory selected, employed, and paid for by the Contractor.

The Contractor shall submit to the Engineer and the Owner his choice of a testing laboratory for their approval. The Contractor shall instruct the testing laboratory to forward copies of the test reports to the Engineer and the Owner.

All manholes constructed and installed on this project shall be cast with XYPEX® Admix C-1000 Red in the concrete for waterproofing and corrosive protection. The manufacturer's recommended addition rate for Concentrate C-1000 is 3.5% by weight of cement. XYPEX® Concentrate C-1000 Red shall be as supplied by Nexgen Coating Resources, Inc. (formerly Williams Coating Consultants, Inc.) 1231 Antioch Pike; Nashville, Tennessee, (615) 333-1000.

The maximum depth of manholes shall not exceed 20 feet. The minimum wall thickness for 4'-0" inside-diameter manholes shall be 6 inches. The minimum wall thickness for 5'-0" and 6'-0" inside-diameter manholes shall be 8 inches.

The base concrete shall be Class A as stated above, vibrated on firm sub-grade foundation or suitable crushed stone bedding. The base shall have a minimum diameter 8 inches greater than the outside diameter of the manhole and a minimum thickness, including the area under the pipe, as follows:

0' to 8' Manhole	8"
8' to 12' Manhole	10"
12' to 20' Manhole	12"

All water shall be removed from the form before and during the placement of the concrete. The first placement of base concrete shall consist of approximately 1/2 cubic yard of concrete deposited evenly around the walls and vibrated until there is a minimum slope of 60 degrees from the bottom of the forms to the bearing surface both inside and outside of the manhole. When this is complete and before additional concrete is added, the concrete must be carefully vibrated on each side of each pipe.

Concrete must be deposited in evenly distributed layers of 18 inches with each layer vibrated to bond to the preceding layer. The wall spacers must be raised as the placements are made with the area from which the spacer is withdrawn being carefully vibrated.

Should a cold joint become necessary, a formed groove and reinforcing dowels (#5 bars 36 inches long at 12-inch centers) will be required in the top of the first placement for shear protection. Immediately before the second placement is made, the surface of the cold joint shall be thoroughly cleaned and wetted with a layer of mortar being deposited on the surface.

Felt adjustment rings will be formed and/or poured into the top section of the manhole to provide future manhole casting adjustments equal to two courses of brick.

The forms may be removed 24 hours after placement. At this time a membrane curing compound with a fugitive dye included will be applied by power spraying to the outside of the manhole. The Contractor must submit manufacturer's descriptive details for curing compounds for approval.

The monolithic manholes shall be backfilled to same level simultaneously all around. The manholes shall not be backfilled until they reach 75% of the specified design strength. A select gravel backfill material shall be placed adjacent to the manholes in areas where swelling clays exist.

A resilient pipe connector and "Cavity-O-Ring" seal shall be utilized to connect pipe to manhole sidewall.

Eccentric manhole cones shall be furnished and installed for 5-foot and 6-foot diameter manholes on precast or poured-in-place manholes. Concentric manhole cones may be installed on 5-foot and 6-foot diameter manholes if transition sections are used from 5-foot or 6-foot diameter to 4-foot diameter at approximately 60 inches above pipes. Details of proposed manhole construction shall be submitted to Engineer for approval.

7. PRECAST MANHOLES

Precast manholes shall conform to the latest revision of ASTM C-478. Drawings of manhole sections proposed for use on this project must be submitted to the Engineer for approval prior to use. Steps shall be furnished in accordance with Paragraph 5 of this Section, and care must be taken to assure a firmly embedded step with no cracks from mortar shrinkage which will allow leakage. Aluminum in contact with concrete shall be coated with heavy bitumastic paint. Loose steps and shrinkage cracks passing through manhole walls shall be cause for rejection.

All manholes constructed and installed on this project shall be cast with XYPEX® Admix C-1000 Red in the concrete for waterproofing and corrosive protection. The manufacturer’s recommended addition rate for Concentrate C-1000 is 3.5% by weight of cement. XYPEX® C-1000 Red shall be as supplied by Nexgen Coating Resources, Inc. (formerly Williams Coating Consultants, Inc.) 1231 Antioch Pike; Nashville, Tennessee, (615) 333-1000. Precast manholes with XYPEX® C-1000 Red Admix shall be as manufactured by Cloud Concrete Products of LaVergne, Tennessee or Engineer-approved equal.

Manhole sections showing evidence of cracking, crazing, honeycombing, crumbling, or excessive roughness will not be acceptable. Sections with improper cut-outs, misalignments or other defects shall not be utilized in the project.

Precast manhole panel (monolithic) bases may be used. Drawings of the monolithic bases proposed for use on this project must be submitted to the Engineer for approval prior to use. Bases shall have a minimum thickness of 8 inches with a minimum thickness of 2 inches allowed at the invert of the downstream pipe for the construction of the invert.

Manhole sections shall be steam or water cured and shall not be delivered to job site until at least 7 days old. Each section shall be marked in a permanent manner with date of manufacture, manufacturer's mark, and manhole location or manhole number. Manhole sections to receive pipes shall be furnished with appropriate cut-outs with resilient connectors for installation of pipe.

On precast manhole sidewall, an approved flexible plastic gasket equal to RAM-NEK shall be applied to the joint surface to placement of next manhole section. The placement of this gasket shall also be required under all manhole castings and adjustment rings for castings.

Testing and Inspection of precast manhole sections shall be done at the site of manufacture in accordance with ASTM C-478 by the Manufacturer. Compression tests shall be run on specimens obtained from each day's production: a minimum of 2 cylinders or cores per day's run but no less than the maximum number designated by ASTM C-478. The absorption test shall be run on a minimum of 2 randomly selected manhole sections per each day's production. Certified test reports shall be submitted in three (3) copies to the Engineer.
In addition to testing required of the manufacturer as described above, the Owner may provide an independent testing laboratory to make visual inspections of manhole sections produced from selected sections. The random samples will be selected by the Owner's testing laboratory and will be taken from stock on the Manufacturer's yard intended for use on this project. Core samples shall be cut from designated sections amounting to no more than 4% of the total production in order to run compressive strength and absorption tests. The Manufacturer shall cut the cores and seal the holes, but this testing shall be done by the Owner's testing laboratory and paid for by the Owner. In the event the samples fail to conform to the Specifications, the Manufacturer may furnish additional test specimens to the extent permitted by the Specifications. Testing done by the Owner's testing laboratory shall be in accordance with ASTM C-478, latest revision.

In the event of a discrepancy between results of tests run by the Manufacturer and tests run by the Owner's testing laboratory, the Engineer shall determine the test results which will be applicable.

8. RESILIENT CONNECTORS

All connections of pipes to manhole sidewalls shall be made with resilient connectors. Openings in the manhole sidewall shall be so constructed as to include the resilient connector such that it is an integral part of the sidewall and to provide for the required size and location of the pipe to connect to the manhole. The sidewall opening shall be manufactured to allow for lateral and vertical movement, as well as angular adjustments through 20°. The resilient connector shall be Kor-N-Seal as manufactured by NPC, Inc. or approved equal. The resilient connector shall meet all physical and performance requirements as set forth by ASTM C-923.

The Contractor shall install a flexible annular space filler around entire pipe with "Cavity-O-Ring" as manufactured by NPC Systems, Inc., of Milford, NH or approved equal.

9. DUCTILE IRON PIPE **(None to be used on this project. All fittings on PVC force main shall be restrained MJ with Protecto 401)**

Ductile iron pipe for gravity lines and force mains shall conform to USA Standard A21.51 for centrifugally cast pipe. The pipe shall be manufactured of iron having acceptance values of 60-42-10.

Pipe shall be furnished in lengths of 18 feet to 20 feet and, unless otherwise indicated, shall be provided with a compression type slip joint equal to the Fastite joint as manufactured by American. Gaskets and lubricants shall be furnished with the pipe.

Pipe shall be furnished with standard thickness cement lining on the inside with a bituminous seal coat and a bituminous coating on the outside. Cement lining shall conform to USA Standard A21.4. The exterior of the pipe shall be clearly marked to indicate the manufacturer, date of manufacture, the pipe class and weight. Exterior markings shall also positively identify the pipe as being Ductile Iron.
Ductile iron pipe shall be furnished with wall thickness in accordance with the following schedule (or heavier), unless noted otherwise on the Drawings (Thickness Class 50).

Nominal Pipe Diameter	Minimum Wall Thickness
6"	0.25"
8"	0.27"
10"	0.29"
12"	0.31"
16"	0.34"
18"	0.35"
20"	0.36"
24"	0.38"
30"	0.39"
36"	0.43"

Ductile iron pipe for force mains shall be at least Thickness Class 51 unless shown otherwise on the Drawings.

Ductile iron pipe on piers or in tunnel/bore shall be at least Thickness Class 52 unless shown otherwise on the Drawings.

All ductile iron pipe shall be first quality, with manufacturer's identification and pipe class clearly shown on each section.

Pipe manufacturer shall furnish, upon request, the test date for quality control during the manufacturing period for pipe furnished on the project. Testing and inspection shall be in accordance with ASA A21.51. Tests to include hydrostatic test (500 psi - 10 sec.); tensile test; impact test; one sample to be taken during each casting period of approximately 3 hours.

NOTE: The Contractor’s attention is directed to the requirement for restrained pipe joints in specific locations as shown on the Contract Drawings on this project. All ductile iron pipe joint restraints for pipe segments designated as restrained pipe shall be Fast-Grip® gaskets as manufactured by American Cast Iron Pipe Company, “Field-Lok” gaskets by U.S. Pipe, or Engineer-approved equal.

Restrained joints for pipe fittings shall be retainer glands.

10. POLYVINYL CHLORIDE (PVC) C900 PRESSURE SEWER FORCE MAIN PIPE

AWWA C-905 PVC force main where designated on the Contract Drawings and in the Bid Proposal shall conform to ANSI / AWWA C-905 manufactured in accordance with ASTM D2241, latest revision. All pipe shall be manufactured from Class 12454-B Polyvinyl chloride plastic (PVC 1120) as defined in ASTM D-1784. The pipe shall have NSF approval. The following test shall be performed for each machine and on each size and type of pipe being produced with test results furnished to the Engineer prior to any pipe being installed.

Flattening Test - Once per shift in accordance with ASTM D-2412. Upon completion of the test, the specimen shall not be split, cracked, or broken.

Acetone Test (Extrusion Quality Test) - Once per shift in accordance with ASTM D-2152. There shall be no flaking, peeling, cracking, or visible deterioration on the inside or outside surface after completion of the tests.

Quick Burst Test - Once per 24 hours in accordance with ASTM 1599.

AWWA	SDR	Pressure Rating	Minimum Bursting Pressure, psi
C905	DR21	200	645

Wall Thickness and Outside Dimensions Tests - Once per hour in accordance with ASTM D-2122.

Bell Dimension Test - Once per hour in accordance with ASTM D-3139.

In addition to the above, the pipe manufacturer shall furnish a certificate stating that he is fully competent to manufacture PVC pipe of uniform texture and strength and in full compliance with these Specifications and further stating that he has manufactured such pipe and done so in sufficient quantities to be certain that it will meet all normal field conditions. In addition, the manufacturer's equipment and quality control facilities must be adequate to ensure that each extrusion of pipe is uniform in texture, dimensions, and strength. Also furnish a certificate from the manufacturer certifying that the pipe furnished for this project meets the requirements of these Specifications.

All pipe shall be manufactured in the United States of America. All pipe for any one project shall be made by the same manufacturer.

The pipe may be furnished in the manufacturer's standard laying lengths of 20 feet. The Contractor's methods of storing and handling the pipe shall be approved by the Engineer. All pipe shall be supported within 5 feet of each end; in between the end supports, there shall be additional supports at least every 15 feet. The pipe shall be stored away from heat or direct sunlight. The practice of stringing pipes out along the proposed water line routes will not be allowed.

Certain information shall be applied to each piece of pipe. At the least, this shall consist of:

Normal Size
Type of material
SDR or class
Manufacturer
NSF Seal of Approval
AWWA C-900

Pipe that fails to comply with the requirements set forth in these Specifications shall be rejected.

Furnish detection tape and tracing tape on PVC force main as per specifications in this Section.

11. POLYVINYL CHLORIDE (PVC) CLASS 200 PRESSURE SEWER (FORCE MAIN)
(This specification is to be used for 12 inch force main and smaller/ with outside diameter based on IPS)

PVC force main pipe, where designated on the Contract Drawings and in Bid Proposal for this Contract, shall conform to class 200 rating or heavier manufactured in accordance with ASTM D-2241, latest revision. All pipe shall be manufactured from Class 12454-B polyvinyl chloride plastic (PVC 1120) as defined by ASTM D-1784. The pipe shall have NSF approval. The following tests shall be performed for each machine and on each size and type of pipe being produced with test results furnished to the Engineer prior to any pipe being installed.

Flattening Test - Once per shift in accordance with ASTM D-2412. Upon completion of the test, the specimen shall not be split, cracked, or broken.

Acetone Test (Extrusion Quality Test) - Once per shift in accordance with ASTM D-2152. There shall be no flaking, peeling, cracking, or visible deterioration on the inside or outside surface after completion of the tests.

Quick Burst Test - Once per 24 hours in accordance with ASTM 1599.

SDR	Pressure Rating	Pressure, psi
21.0	200	630

Wall Thickness and Outside Dimensions Tests - Once per hour in accordance with ASTM D-2122.

Bell Dimensions Test - Once per hour in accordance with ASTM D-3139.

In addition to the above, the pipe manufacturer shall furnish a certificate stating that he is fully competent to manufacture PVC pipe of uniform texture and strength and in full compliance with these Specifications and further stating that he has manufactured such pipe and done so in sufficient quantities to be certain that it will meet all normal field conditions. In addition, the manufacturer's equipment and quality control facilities must be adequate to ensure that each extrusion of pipe is uniform in texture, dimensions, and strength. Also furnish a certificate from the manufacturer certifying that the pipe furnished for this project meets the requirements of these Specifications.

All pipe shall be manufactured in the United States of America. All pipe for any one project shall be made by the same manufacturer.

The pipe may be furnished in the manufacturer's standard laying lengths of 20 feet. The Contractor's methods of storing and handling the pipe shall be approved by the Engineer. All pipe shall be supported within 5 feet of each end; in between the end supports at least every 15 feet. The pipe shall be stored away from heat or direct sunlight. The practice of stringing pipes out along the proposed sewer line routes will be allowed.

Certain information shall be applied to each piece of pipe. At the least, this shall consist of:

Nominal Size
Type of Material
SDR or class
Manufacturer
NSF Seal of Approval

Pipe that fails to comply with the requirements set forth in these Specifications shall be rejected.

Compression joints conforming to ASTM D-3139 and F-477 shall be used for 4-inch or larger. All joints shall be designed to withstand the same pressure as required for the pipe.

Fittings for Class 200 PVC pressure pipe 4 inches and over in diameter shall be cast iron or ductile iron with mechanical joints.

Furnish detection tape and tracing tape on PVC force main as per specifications in this Section.

12. PIPELINE DETECTION TAPE Detectable pipeline location tape shall be plastic composition film containing one layer of metalized foil laminated between two layers of inert plastic film specifically formulated for prolonged use underground. Tape shall be a minimum of 5.5 mils thickness, green in color, and continuously printed in permanent ink to indicate caution for a buried sewer line below.

Tape shall be a minimum of 3 inches in width with a minimum tensile strength of 5,000 psi. Tape shall be Terra-Tape as manufactured by Reef Industries, Inc. or approved equal.

In addition to detection tape, the contractor shall install a 14 gauge insulated copper wire on top of the newly installed PVC force main (See Special Detail on Contract Drawings).

13. FORCE MAIN FITTINGS **(Note: All force main fittings shall be restrained)**

All force main fittings shall be **restrained** compact ductile iron, cement lined, bituminous coated, manufactured in accordance with USA Standards A21.53-84, latest revision, unless otherwise indicated or directed. Minimum pressure rating shall be 350 psi. Unless indicated otherwise on the Drawings, mechanical joint fittings shall be used.

Fitting manufacturer shall furnish certificates that fittings were manufactured in compliance with ANSI A21.53-84, latest revision.

Pressure Class at 73.4º shall be 200 PSI (SDR 14), (working pressure 200 PSI). Joints shall be compression type conforming to ASTM D-3139 and F-477 shall be used for 4-inch or larger. All joints shall be designed to withstand the same pressure as required for the pipe.

Furnish detection tape and trace wire as per specifications in this Section.

Fittings for C-905 force main pipe 4-inch through 16-inch shall be compact ductile iron conforming to USA Std. A21.53-84, latest revision. Fittings shall have interior lining and exterior coating as specified for ductile iron pipe. Fittings for 12-inch and smaller pipe may be either cast iron or ductile iron.

Special Note: All fittings for PVC force main used on this project shall be lined on the inside with Protecto 401 by Induron Coatings, Inc. In addition, all DIP fittings on new or existing force main(s) shall be mechanical joint restrained fittings.

14. POLYVINYL CHLORIDE (PVC) GRAVITY SEWER PIPE

PVC sewer pipe may be used for 27-inch gravity sewer lines or smaller. PVC sewer pipe shall be SDR 35, or heavier, manufactured in accordance with ASTM D-3034, latest revision, for type PSM sewer pipe and fittings, 4-inch through 15-inch; ASTM F-679 (wall thickness T-1), 18-inch through 27-inch. Pipe shall be furnished in lengths not exceeding 13 feet. Pipe shall be furnished with integral bells: gaskets and lubricants shall be furnished by the pipe manufacturer. Pipe and fittings shall be made of PVC plastic having a cell classification of 12454-B or 12454-C as defined in ASTM D-1784.

Where specifically designated on the Contract Drawings, extra strength SDR 26 PVC pipe shall be furnished.

Joints shall be compression type utilizing an elastomeric gasket providing a positive seal against groundwater and root intrusion as well as sewage leakage and shall be in accordance with ASTM D-3212. Gaskets shall comply with physical requirements specified in ASTM F-477, latest revision. Lubricant shall be furnished with the gaskets and shall be entirely compatible with gasket and pipe material.

Joints shall shown no signs of leakage when tested as follows (supersedes ASTM D-3034): Typical joint assembly shall be subjected to internal hydrostatic pressure of 10.8 psig for 10 minutes without leakage; assembly shall also be subjected to internal vacuum of 22 inches of mercury or external pressure of 10.8 psig for 10 minutes without leakage. The above internal pressure and vacuum (or external pressure) tests shall be run on a typical joint assembly in concentric alignment and in a position of angular deflection to at least 3.

Testing and inspection of all pipe shall be done at the factory with a certified copy of test results furnished to the Engineer prior to any pipe being installed. Tests shall be done in accordance with ASTM D-3034 or ASTM F-679 and shall include: Pipe and Fitting Dimensions; Pipe Flattening; Impact Resistance; Pipe Stiffness; Joint Tightness; and Extrusion Quality. At least 1% of the production of each size furnished for this project shall be tested.

Each pipe section shall be marked with the following information:

4-inch to 15-inch:

Manufacturer's name or trademark; nominal pipe size; PVC cell classification; Legend "Type PSM SDR 35 PVC Sewer Pipe"; ASTM D-3034.

18-inch:

Manufacturer's name or trademark; nominal pipe size; PVC cell classification; Legend "PS 46 PVC Sewer Pipe"; ASTM F-679.

15. SEWER FITTINGS AND ADAPTERS

Fittings and adapters for use with PVC or D.I.P. pipe shall be manufactured in accordance with the Specifications for the respective types of pipe. DIP MJ Fittings shall be used on all PVC force main pipe.

Special Note: All fittings for PVC force main used on this project shall be lined on the inside with Protecto 401 by Induron Coatings, Inc. In addition, all DIP fittings on new or existing force main(s) shall be mechanical joint restrained fittings.

16. MANHOLE/VALVE/FORCE MAIN MARKERS

Manhole/valve markers, if required, shall be Carsonite Markers as supplied by Consolidated Pipe and Supply Company, Inc., Nashville, Tennessee or approved equal.

17. CASING PIPE

Where noted on the Drawings or required by these Specifications, roadway, railroad, or other crossings shall be made utilizing carrier pipe within a casing pipe. Sizes of carrier pipe and casing pipe shall be as noted on the Drawings or described in these Specifications. Casing pipe joints shall be of leakproof construction either steel (in accordance with the following table) or bituminous-coated corrugated metal (conforming to AREA specifications), unless specifically shown otherwise on the Drawings or in the Specifications describing construction requirements at a particular casing location. The steel casing pipe shall have a minimum yield strength of 35,000 psi and shall have the minimum wall thickness shown in the following table or as shown on the Drawings.

TABLE OF MINIMUM WALL THICKNESS
FOR STEEL CASING PIPE
(COOPER E-80 LOADING)

Casing Diameter, inches	Wall Thickness with approved protective coating, inches	Wall Thickness without approved protective coating, inches
Under 14	0.188	0.251
14 & 16	0.219	0.282
18	0.250	0.313
20	0.281	0.344
22	0.312	0.375
24	0.344	0.407
30	0.406	0.469
36	0.469	0.532
42	0.500	0.563

Casing shall extend to the points indicated on the Drawings. The ends of the casing shall be protected against the entrance of foreign material but not tightly sealed, in a manner approved by the Engineer.

The Contractor shall provide all materials to properly secure carrier pipe inside casing pipe in a manner approved by the Engineer.

18. RIP-RAP

Rip-rap stone material shall be sound, durable, free from cracks, pyrite intrusion and other structural defects. Wear shall not exceed sixty by the Los Angeles Method. When crushed aggregate is subjected to five alternations of the sodium sulfate soundness test, the weighted percentage of loss shall not be more than fifteen. At least 90 percent of the stone shall not be less than 8 inches wide by 12 inches long by 12 inches deep and shall be approximately rectangular in shape.

19. RESILIENT SEAT GATE VALVES

Resilient seat gate valves shall be iron body, machined surface, modified wedge disc, resilient rubber seat ring type valves with non-rising stems (NRS). Resilient seat gate valves shall have the bronze stem nut cast integrally with the cast iron valve disc. The valve shall have machined seating surface and capable of being installed and operated in either direction. Valves shall be furnished with mechanical joint ends in accordance with USA Standard A21.11 unless otherwise shown or directed. Valves shall be suitable for installation in approximately vertical position in buried pipe lines. Stem seal shall consist of 0-ring seals. All valves shall open to the left (counterclockwise) and shall be provided with a 2-inch square operating nut. All underground gate valves, which have nuts deeper than 30 inches below the valve box top, shall have extended stems with nuts located within one foot of the valve box cap.

Valves shall be for working pressure up to 200 psi and shall be equal to latest specifications of AWWA C509 in all respects. Valves shall be equal to Mueller A2370-20 unless otherwise shown on the Drawings.

Iron body resilient seat gate valves shall be as manufactured by Mueller or equal.

20. PLUG VALVES

Plug valves shall be Pratt Ballcentric valves. Plug valves 6 inch and larger shall be equipped with gear actuator for buried valves.

21. VALVE BOX FRAMES AND COVERS

Valve box frames and covers shall be made of heavy cast iron and shall meet the requirements of ASTM A-48, Class 30.

All casting shall be made accurately to the required dimensions and shall be sound, smooth, clear and free of blemished or other defects. Defective castings which have been plugged or otherwise treated to remedy defects shall be rejected. Contact surfaces of frames and covers shall be machined so that the covers rest securely in the frames with no rocking or movement. The cover shall be in contact with the frame for the entire perimeter of the contact surface.

The valve box frames and covers shall be as manufactured by John Bouchard and Sons Company, Nashville, Tennessee, No. 8004 Roadway Type, or approved equal. The cover shall be marked “SEWER”.

A minimum 2-foot diameter concrete collar shall be placed around the top of the valve box in non-paved areas to provide support of the box. The collar shall be a minimum of 4 inches thick and sloped to drain away from the box (see the Standard Detail for Plug Valve on Drawings).

22. WASTEWATER COMBINATION AIR/VAC VALVES

Wastewater combination air/vac valves shall be A.R.I. Model D-020 stainless steel valves or approved equal with flushing accessories as called for on the plans at the locations indicated.

SEWERS, FORCE MAINS AND APPURTENANCES

SECTION 3

CONSTRUCTION

1. PRELIMINARY WORK

1.1 Surveying, Staking and Cut Sheets - The Engineer will provide adequate bench marks and control lines, but offset staking shall be the responsibility of the Contractor. The Contractor shall prepare cut sheets and submit them in quadruplicate for the Engineer's approval. The cut sheets shall have ground elevations at 25-foot intervals and at major changes of the ground profile (ditches, ledges, etc.). Two sets of the approved cut sheets will be returned to the Contractor. The Engineer shall check cut sheets before construction is started.

Alignment and grade shall be maintained by the use of offset hubs. There shall be at minimum:

(1) Two (2) alignment and grade offset hubs at each manhole.

(2) For use with batter boards: At a maximum interval of 50 feet (when sewer grade is less than 1%, maximum intervals shall be 25 feet).

(3) For use with laser device: At 50 feet and 100 feet out of each manhole.

1.2 Location and Protection of Underground Utilities - Prior to trenching the Contractor shall determine, insofar as possible, the actual location of all underground utilities in the vicinity of these operations and shall clearly mark their locations so they may be avoided by equipment operators. Where such utility lines or services appear to lie in the path of construction, they shall be uncovered in advance to determine the exact location and depth and to avoid damage due to trenching operations. Existing facilities shall be protected during construction or removed and replaced in equal condition, as necessary.

Should any existing utility line or service be damaged during, or as a result of, the Contractor's operations, the Contractor shall take such emergency measures as may be necessary to minimize damage and shall immediately notify the utility involved. The Contractor shall then repair the damage to the satisfaction of the utility or shall pay the utility for making the repairs. In all cases, the restoration and/or repair shall be such that the damaged structure will be in as good or better condition as before the damage occurred.

1.3 Minimum Horizontal and Vertical Clearances for Sanitary Sewers and Water Mains - Where sewer lines pass over or within 4 feet of water mains, the sewer line shall be encased in concrete. A vertical clearance of 18 inches shall be maintained between sanitary sewer and water main. A horizontal clearance of 10 feet shall be maintained between sanitary sewers and water mains.

1.4 Removal of Obstructions - The Contractor shall be responsible for the removal, safeguarding and replacement of fences, walls, structures, culverts, street signs, billboards, shrubs, mailboxes, or other obstructions which must be moved to facilitate construction. Such obstructions must be restored to at least their original condition.

1.5 Clearing and Grubbing - The Contractor shall be responsible for cutting, removing and disposing of all trees, brush, stumps, roots and weeds within the construction area. Disposal shall be by means of chippers, landfills, or other approved method and not in conflict with State or local ordinances.

Care shall be taken to avoid unnecessary cutting or damage to trees not in the construction area. The Contractor will be responsible for loss or damage to trees as well as other damages outside the permanent easement or rights-of-way resulting from the Contractor's activities.

2. EXCAVATION

2.1 General - The Contractor shall perform all required excavation and backfilling incidental to the installation of the sewers, manholes, force mains, and other appurtenances under this Contract. Excavation shall be carried to the depths indicated on the Drawings or as necessary to permit the installation of pipe, bedding, structures, or appurtenances. Care shall be taken to provide a firm, undisturbed, uniform surface in the bottoms of trenches and excavations for structures. Where the excavation exceeds the required depth, the Contractor shall bring the excavation to proper grade through the use of an approved incompressible backfill material (generally crushed stone or fill concrete, depending upon the nature of the facility to be placed thereon). In the event unstable soil conditions are encountered at the bottom of the excavation, the Engineer may direct the Contractor to continue the excavation to firm soil or to provide pilings or other suitable special foundations.

The Contractor shall take such precautions as may be necessary to avoid endangering personnel, pavement, adjacent utilities or structures through cave-ins, slides, settlement or other soil disturbance resulting from his operations. The Contractor shall be responsible for storage of excavated material, disposal of surplus excavated material, trench dewatering and other operations incidental to excavation and backfilling operations.

The Contractor's attention is directed to the requirements on the Contract Drawings where portions of trench excavation prohibits any blasting operations.

2.2 Classification of Excavation - All excavation shall be unclassified and the cost of excavation shall be merged into the price per foot for the pipe sewer. No distinction will be made between rock and earth excavation and no separate payment will be allowed thereof.

2.3 Pavement Removal - Where existing paved streets, roads, parking lots, drives or sidewalks must be disturbed during construction of the project, the Contractor shall take the necessary steps to minimize damage. Permanent type pavement shall be cut or sawed in a straight line before removal, and care shall be taken during excavation to avoid damage to adjacent pavement. Where trucks or other heavy equipment must cross curbs or sidewalks, such areas shall be suitably protected.

2.4 Trench Excavation - Trenches shall be neatly excavated to the alignment and depth required for the proper installation of pipe, bedding material, and appurtenances. Trenches shall be opened up far enough ahead of pipe laying to reveal obstructions but, in general, shall not include more than 300 feet of continuous open trench at any time. The Contractor will be required to follow up trenching operations promptly with pipe laying, backfill and clean-up and, in event of failure to do so, may be prohibited from opening additional trenches until such work is completed.

The Contractor shall plan his operations so as to cause a minimum of inconvenience to property owners and to traffic. No road, street or alley may be closed unless absolutely necessary, and then only if the following conditions are met:

1. Permit is secured from appropriate State, County or Municipal authorities having jurisdiction.

2. Fire and Police Departments are notified before road is closed.

3. Suitable detours are provided and are clearly marked.

No driveways shall be cut or blocked without first notifying the occupants of the property. Every effort shall be made to schedule the blocking of drives to suit the occupants' convenience and, except in case of emergency, drives shall not be blocked for a period of more than 8 hours.

The Contractor shall furnish and maintain barricades, signs, flashing lights, and other warning devices as necessary for the protection of public safety. Flagman shall be provided as required on heavily traveled streets to avoid traffic jams or accidents.

Trench width shall be held to a minimum, consistent with proper working space for the assembly of pipe. Maximum trench width up to a point one foot above top of pipe shall be limited to the outside pipe diameter plus 16 inches. Boulders, large stone, shale, and rock shall be removed to provide clearance of 6 inches below and on each side of the pipe.

Trench walls shall be kept as nearly vertical as possible with due consideration to soil conditions encountered and when necessary, sheeting or bracing shall be provided to protect life and property.

Where unstable soil conditions are encountered at the trench bottom, the Contractor shall remove such additional material as may be directed by the Engineer and replace the excavated material with approved backfill.

The Contractor shall excavate by hand wherever necessary to protect existing structures or utilities from damage or to prevent over-depth excavation in the trench subgrade.

Excavated material shall be stored safely away from the edge of trench and in such a way as to avoid encroachment on private property.

2.5 Excavation for Structures - Excavation for manholes, junction boxes, piers, or other structure shall be only as large as may be required for the structure and for working room around the structure. In earth, excavation shall generally extend to the outer limits of the structure at the bottom and shall slope outward at such angle as may be required for stability of excavated face. In rock, excavation shall be carried to a point 6 inches outside the structure so that no rock is left within 6 inches of the finished structure. Rock excavation for manhole slabs shall extend only to the bottom and edges of the slab.

Care shall be taken as the excavation approaches the desired grade to avoid over-depth excavation and provide a firm and undisturbed soil surface on which footings, slabs, or foundations are to be placed. Should the Contractor excavate below the desired grade level, the excavation shall be brought to grade by the use of Class C concrete at the expense of the Contractor. The use of tamped earth backfill under foundations, footings, or slabs will not be acceptable.

Where structures rest partially upon rock, the rock shall be excavated to a point 6 inches below bottom of structure and compacted crushed stone shall be used to bring the excavation back to grade. Where the structure will rest completely on sound solid rock, the rock shall be excavated to a point 4 inches below bottom of structure and compacted crushed stone shall be used to bring the excavation back to grade. The Contractor is cautioned to use care in leveling prior to the setting of precast manholes of junction boxes.

Should the material found at the desired subgrade appear to be unstable or otherwise unsuitable for support of the structure, such condition shall be immediately called to the attention of the Engineer. The Engineer may direct that such unsuitable material be removed and replaced with concrete, he may modify the foundation design to suit the condition, or he may determine the bearing capacity of the material for the load to be supported; but, in any case, he shall provide written instructions to the Contractor as to the procedure to be followed.

2.6 Rock Excavation - Where rock excavation is encountered in trenches, the excavation shall be carried to a depth of 6 inches below the bottom of the pipe. The rock shall also be removed to a width of at least 6 inches beyond the outside of the pipe on each side so that no rock is left within 6 inches of the outside wall of the pipe. Where rock is excavated in the bottom of the trench, the trench shall be brought back to grade by the use of crushed stone which shall be compacted to form a stable base for the pipe laying operation. If track drills are used for drilling rock, water must be provided and used with the drilling operation to control dust.

The Contractor shall exercise all necessary precautions in blasting operations. Suitable blasting mats shall be provided and utilized as required. Blasting shall be done only by experienced men. Careless shooting, resulting in the ejection of stones or other debris during blasting, shall be corrected immediately by the Contractor's representative.

No blasting shall be done unless the Contractor shall have taken out the necessary insurance to fully protect the Owner from all possible damages resulting from the blasting operations. The blasting shall be done in accordance with all recognized safety precautions and in accordance with regulations of authorities having jurisdiction. In addition, the Contractor shall exercise the necessary care to safeguard the storing of blasting materials on the property.

Where rock is encountered in the immediate vicinity of gas mains, telephone cables, building footings, gasoline tanks, or other hazardous areas, the Contractor shall remove the rock in a manner that will insure protection of these structures. Care shall be taken in blasting operations to see that pipe or other structures previously installed are not damaged by blasting. In general, blasting shall not be done within 25 feet of the completed pipeline or any existing structure.

Excavated rock that cannot be utilized in trench backfill as permitted under paragraph 4 of this Section shall be removed from the site and disposed of as directed by the Engineer.

NOTE: The Contractor’s attention is directed to the special provisions noted on the Contract Drawings and these specifications relative to “no blasting” and minimum trench widths if utilizing rock trenchers.

2.7 Sheeting and Shoring - The Contractor shall provide such bracing, sheeting, or shoring as may be necessary for the protection of life and property. Sheeting will be required where necessary to restrict the trench width to acceptable limits above the top of pipe.

Sheeting, shoring, or bracing shall conform to applicable safety codes and shall be left in place until the pipe is laid, checked, and backfilled to a safe level at or above top of pipe. The bracing or sheeting may then be removed in an approved manner unless the Engineer specifically directs that the sheeting be left in place. Where the sheeting is left in place, either at the direction of the Engineer or option of the Contractor, the sheeting shall be cut off at least 18 inches below the finished ground level.

Care shall be taken in removing sheeting to avoid weakening the trench, increasing the backfill load, or endangering adjacent property. Voids left by the removal of sheeting shall be filled in and compacted with suitable material using tamps intended for this purpose.

2.8 Storage of Excavated Material - Excavated material shall be deposited in such a manner as to avoid danger to workmen, sewer, or traffic and to cause minimum inconvenience through blocking of drives, sidewalks, natural drains, etc. Where indicated on the Drawings or necessitated by conditions prevailing, the Contractor shall haul away and stockpile excavated material.

2.9 Disposal of Surplus Excavated Material - Excavated material that is unsuitable or unnecessary for backfilling shall be hauled to sites as directed by the Engineer for use as fill on the project. No surplus excavated material may be disposed of except as provided herein unless specifically authorized by the Engineer. Any material which is not suitable or not required for the fill on the project shall be disposed of by the Contractor.

2.10 Subsurface Obstructions - In excavating, backfilling, and laying pipe, care must be taken not to remove, disturb, or injure other pipes, conduits, or structures without the approval of the utility. If necessary, the Contractor, at his own expense, shall sling, shore up, and maintain such structures in operation and, within a reasonable time, shall repair any damage done thereto. Repairs to these facilities shall be made to the satisfaction of the utility.

The Contractor shall give sufficient notice to the interested utility of his intention to remove or disturb any other pipe, conduit, etc. and shall abide by their regulations governing such work. In the event subsurface structures are broken or damaged in the prosecution of the work, the Contractor shall immediately notify the proper authorities and shall be responsible for any damage to persons or property caused by such breaks.

When pipes or conduits providing service to adjoining buildings are broken during the progress of the work, the Contractor shall have them repaired at once. Delays, such as would result in buildings being without service overnight or for needlessly long periods during the day, will not be tolerated, and the City reserves the right to make repairs at the Contractor's expense without prior notification. Should it become necessary to move the position of a pipe, conduit or structure, it shall be done by the Contractor in strict accordance with instructions given by the Engineer or the utility involved.

2.11 Special Conditions - Special care must be exercised in excavation under or near State Highway, railroads, or other areas as designated on the Drawings in order to avoid or minimize delays or injuries resulting therefrom. Where it is necessary to cross beneath State Highways, railroads, or other designated areas, the Contractor shall make such installations as shown on the Drawings and/or as directed in paragraph 6 of this Section - Special Construction Items.

3. INSTALLATION OF SEWER PIPE AND ACCESSORIES

3.1 General - The Contractor shall use only experienced men in the final assembly of pipe in the trench, and all pipe shall be laid in accordance with these Specifications and the recommended practice of the pipe manufacturer. Trench bottoms shall be carefully prepared, shall be free of water, and bedding, as specified, shall be in place.

Care shall be exercised to ensure that pipe of the proper strength or classification, meeting the Specifications in every respect, is provided at the site of pipe laying operations. Recommended tools, equipment, lubricant, and other accessories needed for proper assembly or installation of the pipes shall be provided at the site of the work. Any damaged or defective pipe discovered during the pipe laying operations shall be discarded and removed from the site of the pipe laying operations.

Alignment and grade shall be carefully maintained during the laying operations. The method used for maintaining grade and alignment must be acceptable to the Engineer and must produce the desired results. The top of the bedding material must be brought to the exact grade and must be shaped so as to provide effective support for the bottom quadrant of the pipe except at the bells.

The Contractor shall exercise care in the storage and handling of pipe, both on the storage yard and at the site of laying operations. Suitable clamps, slings, or other lifting devices shall be provided for handling pipe and fittings. Pipe and fittings shall be carefully lowered into the trench piece by piece. Pipe and fittings shall be carefully inspected for defects and for dirt or other foreign material immediately before placing them in the trench. Suitable swabs shall be available at the site of laying operations, and any dirt or foreign material shall be removed from the pipe before it is lowered into the trench.

Conditions permitting, property clean-up and restoration shall begin and be prosecuted to completion on a timely basis as set forth in the Supplementary Conditions of the Contract. Failure by the Contractor to prosecute and complete property clean-up and restoration on a timely basis will result in the withholding of 15% of the payment due for that part of the completed pipe sewer for which clean-up and property restoration has not been accomplished. This 15% withholding constitutes payment for work not completed. This amount shall be in addition to the retained percentage for work completed. This withholding of 15% will continue on subsequent payment estimates until such time as clean-up and property restoration is in compliance with the Supplementary Conditions of the Contract.

3.2 Removal of Water - The Contractor shall be responsible for handling run-off, groundwater, and sewage in such a way as to maintain trenches and excavations in a dry condition until the work is completed. Pumps, piping, well points, labor, fuel, and other facilities necessary to control, intercept, remove and/or dispose of water shall be provided by the Contractor at his own expense.

Water shall be kept out of trenches and other excavations to the extent necessary to protect the supporting strength of the foundation material, permit efficient and satisfactory assembly or replacement of facilities, and to prevent floating or misalignment. Water removed from trenches or holes shall be discharged to natural drains in such a way as to avoid danger or damage to adjacent property owners or sewers. No pipe shall be laid with water in the bells.

Where the Contractor fails, refuses, or neglects to control water in trenches or other excavations, and corrective work is deemed by the Engineer to be necessary as a consequence thereof, such work shall be at the Contractor's expense.

3.3 Pipe Bedding and Envelope - Trench width from a point 1 foot above the top of the pipe (top of "pipe zone") down to bottom of trench shall be held to a minimum, consistent with the provision of necessary space for proper assembly of the pipe. In general, the trench width shall not exceed the outside pipe diameter plus 16 inches.

A minimum of 4 inches of crushed stone bedding shall be placed in the bottom of the trench to provide continuous support of the bottom quadrant of the pipe; minimum of 6 inches of crushed stone bedding in rock. The Contractor shall bring the crushed stone bedding up to the level required to provide support of the bottom quadrant and shall then shape the bedding to receive the pipe. Bell holes shall be dug so that the bottom of the bells will not support the pipe.

After the bedding has been shaped and the pipe has been installed, the pipe shall be carefully backfilled with crushed stone bedding material placed by hand and compacted up to a level 12 inches above the top of the pipe. The pipe bedding and envelope shall consist of clean, crushed stone, free from debris and other objectionable materials, placed in even layers simultaneously on each side of the pipe, and shall be thoroughly consolidated to completely fill the haunches of the pipe. Consolidation by jetting will not be allowed. The furnishing and installation of the crushed stone bedding and envelope shall be considered as an integral part of the pipe installation and its cost merged into the unit price item for pipe installation.

The crushed stone envelope for ductile iron and reinforced concrete pipe outside of roadway will not be required above the pipe centerline if the Contractor hand-places a select earth envelope of loose native soil or select material excavated from the trench, free of deleterious substances such as rocks, roots, stumps, humus material, frozen earth, other organic material and any other objectionable material around the pipe. The envelope shall be lightly tamped to 85% compaction around the pipe in lifts not to exceed 6 inches to a point up to 12 inches over the top of the pipe. Consolidation by jetting will not be allowed. The furnishing and installation of the crushed stone bedding and select material envelope shall be considered as an integral part of the job and its cost merged into the unit price bid for D.I.P or PVC pipe. No separate payment shall be allowed.

3.4 Pipelaying - After the pipe has been cleaned and inspected for defects and lowered into the trench, the mating surfaces of the compression joint shall be wiped clean and coated with lubricant of a type supplied by the pipe manufacturer. The pipe shall then be assembled with due care being taken to insure that the spigot end of the pipe is shoved home and that the pipe is left in proper grade and alignment.

Whenever pipe laying operations are to be discontinued for a period of time exceeding 2 hours, the end of the pipe shall be carefully secured to avoid displacement or misalignment and a tight fitting plug or stopper shall be placed in the line. Upon resumption of laying operations, the plug or stopper shall not be removed from the line until any water, mud or other debris has been removed to avoid entry into the completed section of the sewer.

Installation of sewer pipe including force mains shall conform to provisions of these Specifications and recommendations of the pipe manufacturer. Installation instructions provided by the pipe manufacturer shall be available at all times at the location of the work.

The proper gaskets and lubricants shall be furnished by the pipe manufacturer and lubricants shall be delivered to the job site in properly labeled, unopened containers.

Wye branches or tees and other fittings shall be placed in the sewer line as shown on the Drawings or as directed by the Engineer as pipe laying progresses. The Contractor shall keep accurate records of their location.

Cradle, encasement, or cap concrete shall be provided in locations as shown on the Drawings or where the nature of the work requires such protection. In the event the cradle, encasement, or cap concrete is required but is not shown on the Drawings, the Contractor shall obtain written authorization from the Engineer for the installation of such protection. Cradle, encasement, and cap concrete will be measured in cubic yards, based on the linear feet of cradle, encasement, or cap concrete furnished and placed on each pipe size, multiplied by the cubic yards per linear foot for each pipe size indicated in the cradle tabulation or shown on the encasement cross-sections included in the Contract Drawings. The unit bid and Contract price for cradle, encasement, or cap concrete shall include the cost or removing and disposing of the added excavation required to accommodate these materials.

Whenever it is necessary to cut a joint of pipe in order to fit the trench conditions, the cutting shall be done using the equipment as recommended by the manufacturer for the specific type of pipe involved. The cut shall be made so as to leave smooth end at right angles to the axis of the bore and the end shall be beveled or finished as required to make the joint without risk or damage to the gasket.

Laying Ductile Iron Pipe in Gravity Sewers - Unless otherwise indicated, ductile iron pipe shall be laid with slip type compression joints equal to the manufacturer's standard for pressure water pipe, and assembly of the joints shall be in accordance with the manufacturer's recommendations using lubricant and accessories as provided by the pipe manufacturer.

In stream crossings, ravines, shallow cuts and other locations where the pipe will not be laid on bedding placed on original subgrade, the pipe shall be supported on concrete piers as detailed on the Drawings or as directed by the Engineer. Piers shall be of Class A concrete with reinforcing as shown. The tops of piers shall be carefully set at the exact elevation and shall be shaped so as to provide support for the bottom half of the pipe with allowance being made for the outside diameter of the pipe plus the thickness of a layer of tarred felt around the outside of the pipe. After the concrete has attained satisfactory strength, the ductile iron pipe may be installed across the piers using one or more layers of tarred felt between the surface of the concrete and the outside diameter of the pipe. The Contractor may, at his option, install the pipe to exact grade and alignment using temporary supports and then construct the permanent piers for the pipe, provided suitable precautions are taken to avoid any misalignment during the construction of the piers.

Laying PVC Sewer Pipe - Installation of the pipe shall be in strict accordance with ASTM Designation D-2321, Standard Recommended Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe. Due precautions must be taken in placing the backfill under the pipe haunches and on the sides of the pipe to insure proper support of the pipe and at the same time avoid any misalignment. Attention is called to the fact that these Specifications limit pipe diametric deflection to 5%.

After the pipe has been placed and brought to grade, the pipe shall be held in place while crushed stone is carefully worked in around the pipe for firm support of bottom and sides. Extreme care shall be taken in backfilling around the pipe to avoid raising the pipe

above the grade line, but at the same time provide the required support. The crushed stone shall be placed in small quantities and distributed by hand up to the top of the pipe. Backfill shall be compacted on the sides by means of small hand tamps or vibrators, but excessive tamping over the top of the pipe should be avoided.

Should the bottom or sides of the trench be unstable to the extent that firm support cannot be provided for the bottom or sides of the pipe, this condition shall be reported to the Engineer so that suitable corrective measures may be authorized.

PVC pipe shall pass a go/no-go mandrel inspection sized to 95% of the pipe diameter of the actual pipe diameter after the pipe is in place and completely backfilled. No testing shall be performed on PVC pipe until after backfilling (see testing specifications).

Contractor shall furnish labor and equipment and perform the mandrel inspection in the presence of the Engineer. Cost for performing this test shall be merged into the unit price bid for sewers.

3.5 Pipe Sewers or Force Mains in Tunnel and/or Bore

All work performed beneath existing structures, across railroad right-of-ways, and under pavements shall be performed in accordance with the requirements of the parties or agencies having jurisdiction over these locations. The Contractor shall contact the parties or agencies prior to starting work and shall meet all requirements of the parties or agencies in regard to methods of construction and the parties or agencies in regard to methods of construction and the safety precautions to be taken in performing the tunnel work. All costs involved in meeting these requirements shall be paid for by the Contractor and no additional compensation will be allowed.

A. Bore Method

At the Contractor's option and with consent of the parties or agencies having jurisdiction, steel pipe or other acceptable material may be jacked or bored into place in lieu of a liner plate tunnel provided the Contractor be responsible for all approvals from the parties and/or agencies having jurisdiction including, but not limited to, furnishing complete details of the methods to be employed for approval.

Refer to casing pipe specifications in Material Section for Bores.

The sewer pipe shall be adequately secured in the tunnel/bore casing by a method approved by the Engineer. At a minimum, the carrier pipe must be secured and casing chocks shall be placed in the space between the liner/casing and the carrier pipe by a method approved by the Engineer. Bulkheads will be placed at the end of the tunnel, material, thickness, and placement of which shall be subject to the Engineer's approval. Excavation shall be unclassified and no distinction made between rock and other materials excavated, with the cost of excavation merged in the unit price per foot of pipe sewer in tunnel/bore.

Note: In situations where the bore method is utilized with a steel casing pipe, the carrier pipe shall be secured inside the steel casing pipe with stainless steel casing chocks (minimum three per joint) as manufactured by Powerseal Pipeline Products Corporation of Wichita Falls, Texas, or Engineer-approved equal. Where casing chocks are used inside steel casing pipes, the requirement for sand or pea gravel backfill can be eliminated. Additionally, the ends of the steel

casing pipe shall be sealed with casing pipe “End Seals,” “Link-seal,” or Engineer-approved equal.

B. Tunneling Method

Construction of the culvert shall be carried on in such a manner that settlement of the ground surface above the culvert shall be held to an absolute minimum. Where ground conditions are unstable, poling plates or poling boards shall be used to prevent caving of material above the tunnel before the liner plates can be installed.

Steel liner plates shall be installed as soon after the excavation is removed as possible and excavation shall not be removed more than 24 inches ahead of the installed liner plates. Excavation shall be carried on in such a manner that voids behind the liner plates will be held to a minimum. However, should any boulders larger than 1 foot in diameter be encountered, they shall be removed so that none are closer than 6 inches to the outer face of the liner. Where boulders or piling are excavated, the holes shall be backfilled by tamped material.

The steel lining shall consist of plates not to exceed 18 inches wide. Each circumferential ring shall be composed of the number and length of plates to complete the required diameter. The Contractor shall submit details of the lining for approval.

The strength of the casing or tunnel lining will be determined by its section modulus. Thickness of the metal for these steel plates shall not be less than 8 gauge allowing for standard mill tolerance.

All plates shall be punched for bolting on both longitudinal and circumferential seams and shall be so fabricated as to permit complete erection for the inside of the tunnel. The longitudinal seam shall be of the lap type with offset equal to gauge of metal for full width of plates including flanges and shall have staggered bolt construction so fabricated as to allow the cross-section of the plate to be continuous through the seam. All plates shall be of uniform fabrication and those intended for one size tunnel shall be interchangeable.

The material used for the construction of these plates shall be new and unused and suitable for the purpose intended. Workmanship shall be first-class in every respect.

After the plates are formed to shape and after all holes are punched, the plates shall be galvanized on all surfaces by the hot-dip process. A coating of prime western spelter, or equal, shall be applied at the rate of not less than 3 ounces per foot of double-exposed surface. If the average spelter coating as determined from the required samples is less than the amount specified above, or if any one specimen shows a deficiency of 0.2 ounce, the lot shall be rejected. Spelter coating shall be of first-class commercial quality free from injurious defects such as blisters, flux and uncoated spots.

All nuts and bolts shall be galvanized.

Plates shall be fabricated with grout holes to facilitate grouting above and around the tunnel liner. These grout openings shall be 2-inch I.P.T. half couplings welded into a hole in the center corrugation of a plate and a galvanized C.I. plug shall be provided for each opening to permit tight closure after grout is pumped.

All rings are to be provided with grout holes so that the spacing of holes will be on a maximum spacing of 18 inch centers at the top of the tunnel and at the top quarter points, staggered with the holes at the top.

Field coating material shall be asphaltic mastic, Trumball 5X, or approved equal, and shall be applied with hydraulic spray equipment using a minimum of 2,400 pounds pressure at the nozzle tip.

The material shall be supplied at spraying consistency and shall be applied both to the outside and inside of the liner plates. Plates may be hot-dipped to produce a similar coating.

When installing a liner plate by the tunneling method, the excavation shall be performed in such a manner that voids between the undisturbed earth and the liner plate shall be maintained at a minimum. Any void occurring shall be filled with a Portland cement and sand grout pumped under pressure through grouting openings in the liner plate.

Pumping of grout shall be done (1) at the completion of the installation of approximately each 9 feet of liner plate, (2) at more frequent intervals than 9 feet if conditions indicate the necessity, and (3) at the end of a work shift or for stopping of work for any reason.

Measurement for payment shall be for the linear feet of tunnel measured from the face of tunnel to the face of tunnel.

3.6 Manholes - Individual riser sections shall be furnished for the exact conditions to be encountered in the field. Misalignment of pipe openings with the "cast in" resilient connectors or steps within the section or with other sections shall be cause for rejection.

Precast manhole sections shall be joined with male and female ends joined together to provide a smooth uniform joint which shall be structurally sound and watertight. A flexible, acid and alkali-sewage and water-resistant sealant equal to Ram-Nek as manufactured by K.T. Snyder Company, Inc. shall be applied to the joint surface for placement of the next manhole section, casting ring, or casting. A maximum of 3 precast manhole castings rings may be used to adjust the casting to final grade.

Manholes shall be constructed on Class A concrete slabs with flow channel. Flow channels shall consist of smooth uniform cross sections conforming to the cross section of the pipes so as to provide a minimum of turbulence and avoid deposition of solids. Flow channels shall have a depth of about 8/10 of the pipe diameter. The finished floor of the manhole shall have a slope of approximately 1/2 inch from wall to channel to provide for proper drainage, but at the same time offer a safe footing for workmen. Brick or pieces of brick may be used for filler material in forming the flow channel and finished floor in the manholes provided that no brick shall be left within 1 inch of the finished surface.

Manhole frames, covers and steps shall conform to Section 2 of these Specifications. Manhole steps shall be staggered with even spacing of approximately 16 inches between steps. Manholes deeper than 6 feet to be located in paved streets where the top of the casting is flush with the pavement shall be provided with one backstep set opposite the staggered row of manhole steps.

Manholes shall have diameters as indicated on the Drawings. Where 5-foot or larger diameter manholes are called for, the diameter of the upper part of the barrel may be reduced to 4-foot subject to the following conditions:

1. Specified diameter must be maintained up to a point 5 feet above invert of incoming sewer or up to a point 2 feet above top of pipes entering or leaving manhole, whichever is greater.

2. Reduction in diameter must be made with an approved transition section having dimensions such as to maintain alignment of steps.

Drop connections shall be provided whenever an incoming sewer enters the manhole a sufficient distance above the outlet to permit the use of the drop connection fittings. Drop connections shall be one size smaller than the incoming sewer except that the minimum size drop shall be 8 inches in diameter. Where drop connections are required, the manhole base slab shall be extended to support the drop pipe and the entire drop pipe assembly shall be encased in Class C concrete having a minimum cover of 6 inches outside the pipe.

On precast manhole sections, no pipe opening may be cut or enlarged by use of sledge hammer or other impact-type tool which could cause structural damage to the riser section.

See Section 2 - “Materials” regarding the requirement for XYPEX® C-1000 concrete admix for waterproofing and corrosive protection for all manholes on this project.

3.7 Connections to Structures - Connections of pipes to manholes or other large structures shall be made using short lengths of pipe to avoid stressing the pipe at the point where it is placed in the wall of the structure. Pipes entering or leaving masonry or concrete walls shall have one flexible joint located not more than 18 inches outside the structure wall followed by a length of pipe of more than 2 feet in length with another flexible joint at the end of the 2-foot pipe length in such a way as to provide for limited lateral or vertical movement of the pipe line as well as limited deflection. Ordinary compression-type joints of the types specified for gravity sewers shall be considered as having sufficient flexibility for this purpose. The supplier of the pipe for the sewer lines shall furnish with the pipe order the required number of special and short lengths of pipe for the Contractor to install the required flexible connections without improvising.

Note: Prior to connecting to any existing gravity sewer manholes, the Contractor shall be required to perform vacuum testing of the existing manhole. Any deficiencies found in the existing manhole must be addressed with assistance and coordination of the Owner/Engineer prior to making the connection. The Contractor shall be required to perform a subsequent and satisfactory vacuum test of the existing manhole after the Kor-N-Seal type tie-in is completed.

3.8 Connections to Existing System - No pipe shall be connected to the existing sewage system until all new upstream construction has been completed, is free of foreign materials, and obvious defects have been corrected. New lines, then, must remain disconnected from the existing system by actual physical separation by plugs of a type approved by the Engineer or by other means approved by the Engineer. The Contractor shall make connections to existing sewers in accordance with details as shown on the Drawings or as directed by the Engineer.

In all cases, the Contractor shall locate and uncover existing sewers and shall verify invert elevations before laying the connecting sewer so as to allow opportunity for making adjustments to compensate for discrepancies.

Work shall include any required stopping or diversion of flow in existing lines or structures and the necessary rebuilding of any manhole inverts to the lines shown generally on the Standard Detail sheet.

Note: Connections to existing structures shall be by the Kor-N-Seal method.

Note: Prior to connecting to any existing gravity sewer manholes, the Contractor shall be required to perform vacuum testing of the existing manhole. Any deficiencies found in the existing manhole must be addressed with assistance and coordination of the Owner/Engineer prior to making the connection. The Contractor shall be required to perform a subsequent and satisfactory vacuum test of the existing manhole after the Kor-N-Seal type tie-in is completed.

4. BACKFILL

4.1 General - Backfilling above the pipe envelope shall be carried out as expeditiously as possible but shall not be undertaken until the Engineer has been given the opportunity to inspect the work. The Contractor must carry out all backfilling operations with due regard to: the protection of pipes, structures and appurtenances; the use of prescribed backfill materials; and procedures to obtain the desired degree of compaction. No equipment or method may be used which will result in damage to or misalignment of the pipe.

4.2 Acceptable Backfill Material - Where crushed stone backfill is required, the crushed stone shall be No. 67 size as designated by Tennessee Department of Transportation Standards for crushed stone used in road surfacing.

Where crushed stone is not required, but the excavated material is unsuitable for use in the backfill, the Contractor may use fine, dry selected earth or clay as backfill material. Material containing excessive organic matter: stumps, roots, refuse or foreign matter or hard clay lumps that cannot readily be compacted will not be acceptable for use as backfill.

In highways, streets, drives, or other paved or traveled areas or within 3 feet of these areas and where called for on the Drawings, the Contractor shall backfill entire trench with crushed stone which shall be placed in layers or lifts not exceeding 9 inches in thickness. After placing in layers, crushed stone shall be carefully compacted to maximum density or minimum volume. Stone backfill in areas other than as described above, and where directed by the Engineer, shall be designated as crushed stone backfill.

Where the trench is located in open country or on public right-of-way more than 3 feet from the roadway or shoulder, the backfill up to a point 12 inches above the top of the pipe shall be placed as specified under “Pipe Bedding and Envelope”. Above this point the backfill may consist of excavated material provided such material is selected to exclude rocks larger than 6 inches in any dimension. No rocks larger than 1-1/2 inches may be used in the top 6 inches in any dimension.

Sufficient care must be exercised to avoid leaving any holes or voids over, around, or under stones, boulders, or other backfill materials which may later be filled by leaching or settlement of surrounding material thereby causing future trench settlement.

The Contractor shall be responsible for and shall protect all sewers, storm sewers and electric, telephone, water or other pipes or conduits against danger or damage while the trenches are being backfilled and from future settlement of the backfill. Where such damage should occur as a result of the Contractor's operations, he shall repair such damage promptly to the Engineer's satisfaction.

The Contractor's attention is called to the fact that he will be held completely responsible for any damage to pavement, sidewalks, curbs, gutters, meter or valve boxes, street inlets, or other structure or appurtenances as a result of the Contractor's operations. It should be specifically noted that the Contractor shall be responsible for damage even though the character or nature of the original pavement or structure was such that it was not capable of carrying the load of the construction equipment regardless of the construction methods used.

4.3 Other Backfill - Backfill around manholes located in highways, streets, or other traveled areas shall consist of such material and shall be placed in such manner as described for adjacent trenches under "Backfill" above. Backfill around manholes, piers, or other structures in locations not subject to traffic may consist of excavated material subject to the following restrictions:

1. No rock larger than 6 inches in any dimension shall be placed within 6 inches of the manhole walls or pipes entering or leaving the manhole.

2. No rock larger than 6 inches in any dimension shall be placed in the vertical prism above and extending 9 inches outside of the pipe lines.

3. Crushed stone shall be used under, around, and up to a point 12 inches over the tops of any pipes entering or leaving the manholes. This requirement shall include the inlet pipe for drop manholes.

4. Excavated material used for backfill shall be carefully placed in layers not exceeding 9 inches and compacted in such manner as to fill all voids and prevent excessive settlement.

5. COMPLETING INSTALLATION OF LINES, STRUCTURES, ETC.

5.1 General - The Contractor shall not, without the permission of the Engineer, remove from the line any earth excavated therefrom which may be suitable for backfilling or surfacing until the excavation has been refilled and surfaced.

As soon as the backfilling of any excavation is completed and when in areas of existing development, the Contractor must, at once, begin the removal of all surplus dirt except that actually necessary to provide for the settlement of the fill. He shall also remove all the pipe and other material placed or left on the street by him except material needed for the replacement of paving, and the street shall be opened up and made passable for traffic. Following the above work, the repairing and complete restoration of the street surfaces, bridges, crossings, and all places affected by the work shall be done as promptly as possible.

All excavated material shall be cleared from adjacent street surfaces, gutters, sidewalks, parkways, railroads, grass plots, yards, etc., and the whole work shall be left in tidy and acceptable condition. Contractor will be required to re-grass lawns or neutral grounds where trenches are excavated in these locations or where Contractor has damaged lawns or neutral grounds by his operations.

The Engineer shall be sole authority in determining time in which rough and final clean-up shall be prosecuted. Rough clean-up shall consist of removal of large rocks, grading of excess backfill material over pipe line or removal of said material, opening of any drainage device, restoration of any street or roadway to condition so that traffic may safely and conveniently use street or roadway, restoration of pedestrian ways to condition where pedestrians may safely and conveniently use same. Rough clean-up shall, in general, be prosecuted no later than 1 day after pipe laying and backfilling or no farther behind pipe laying operations than 1,000 feet; whichever time limit is shortest shall govern. Final clean-up consisting of pavement replacement, side of lawns and neutral grounds, adjusting grade of ground over pipeline, property repairs, and other items shall be prosecuted as soon as is practical after pipe has been laid and backfilled. In general, this would be no later than 2 to 3 weeks after completion of backfilling.

5.2 Final Grading and Seeding - Final clean-up shall consist of, among other items, placing of topsoil, final grading of disturbed areas and seeding of areas where grass growth was damaged or destroyed by the Contractor's operation. In areas of established lawns, no rock shall be left in the top 6 inches of soil and the finished grade shall be that which existed before construction began. In all cases, lawn areas shall be left neat and in a condition so that hand mowing is as easy and convenient as before construction began. The lawn areas and other areas disturbed by Contractor's activities shall have ground cover restored at least equal to the condition which existed before construction began. In established lawn areas, new grass shall be of the same type as originally present. Grass and other ground cover shall be properly applied, fertilized, strawed, and watered as necessary and required to establish a good stand of grass.

In existing garden areas disturbed by sewer construction, the Contractor shall place topsoil to a finished depth of 24 inches and fine rake the garden area. The topsoil may be obtained by stripping the garden area prior to construction and stockpiling the topsoil or bringing in additional topsoil. Seeding and mulching shall be omitted in garden areas.

5.3 Pavement Restoration - Before trenching in paved roadways for street crossings, the Contractor shall straight-line cut pavement on each side of trench. This is to be done to minimize damage to existing paving.

As soon as the pipe has been installed, the trench shall be backfilled as specified and, where directed by Engineer, a temporary pavement patch shall be provided in areas which have permanent paving. "Permanent paving" shall mean asphaltic concrete ("hot mix") or Portland cement concrete.

Cold mix, surface treatments, crushed stone are excluded from the "permanent pavement" classification. The temporary pavement patch shall consist of at least 6 inches of compacted stone base brought to within 2 inches of the surface of the existing permanent pavement. A 1-inch layer of cold mix asphaltic concrete shall then be applied to protect the base, prevent "pot holes" or "chuck holes," and provide a reasonably smooth pavement surface until the permanent patch is made. The temporary pavement patch shall be placed within 48 hours of receipt of written instruction of the Engineer.

Pavement types shall be designated by Engineer for installation in specific location where such designation is not shown on the Drawings. All street pavements, unless otherwise noted herein or directed by the Engineer, which have sewers installed parallel with the road, across streets, driveways or parking lots shall be restored by the following.

Prior to placement of the pavement restoration, the Contractor shall reshape the street or roadway surface. Street preparation shall include all required scarifying, shaping, and rolling in pug mix of areas to be paved. This item will also include the removal of all

pavement which is heaved by the Contractor's blasting operations. This street preparation shall return the streets to the template which existed prior to construction. This street preparation shall be satisfactory to the Department of Public Works before the street is accepted for paving operations. No separate payment will be allowed for street preparation.

1. Asphalt Pavement or Driveway Replacement Type A

   This item of pavement restoration shall conform to the details included in the Contract Drawings. The leveling binder course shall conform to Section 407 and the surface course shall conform to Section 411 of the Tennessee Department of Highways Standard Specifications.

2. Asphalt Driveway and Parking Lot Replacement

   Asphalt Driveways and Parking Lots shall be replaced equal to that existing prior to construction and shall consist of no less than 2 inches of surface course conforming to Section 411 of the Tennessee Department of Highways Standard Specifications.

3. Crushed Stone Roadway Replacement or Driveway Replacement

   Crushed Stone Roadways and Pavements shall be replaced to that existing prior to construction but in no case less than 6 inches in depth.

4. Concrete Driveway Replacement

   Concrete driveway shall be replaced equal to that existing prior to construction but in no case less than 6 inches in depth with 4” x 4” reinforcing wire mesh.

   The above pavement replacements will be measured for payment on a linear foot basis unless otherwise indicated.

Note: All new and existing gas valves, water valves, and manholes will be adjusted to the final surface elevations by the Contractor. Cost for this work is to be merged into unit price construction items for pavement replacement.

5.4 Dust Control - From the time backfilling is complete until the time permanent pavement surface is replaced or, in the absence of pavement replacement, until job is accepted, the Contractor shall, at direction of the Engineer, water streets, roads, etc. to settle dust where excessive dust has, in the opinion of the Engineer, been caused by the Contractor's operations. If the Contractor refuses or delays unnecessarily to obey direction of the Engineer, the Water Department shall, after 24 hours written notice through the Engineer, be permitted to proceed with such work with cost to be billed to the Contractor.

5.5 Sodding or Sprigging - Where shown on the Drawings or directed by the Engineer, the Contractor shall install sodding or sprigging in lieu of seeding in order to establish ground cover. Normally this would be done in areas subject to erosion in soils that are difficult to hold.

Such sodding or sprigging, when authorized by the Engineer as a necessary part of the work and not elected to be used by the Contractor in lieu of seeding, shall be a separate pay item if identified separately on the Bid Form.

Prior to sodding or sprigging, soil shall be properly prepared and fertilized. The top 3± inches of soil shall be pulverized to remove roots, stocks, etc. and smooth the surface. Area shall be fertilized by a suitable application of high-grade commercial fertilizer at a minimum rate of 500 pounds per acre. Fertilizer shall be mixed into the top 3 inches of soil by raking, discing, or other acceptable method. Do not over-fertilize areas in order to avoid damaging growth. Fertilizer shall be "Vertigreen," "Vigaro," or approved equal. It shall contain not less than 5% nitrogen, 10% phosphorus, and 4% potash. If the area soil requires, by test, adjustment of the pH for proper growth of ground cover, ground limestone shall be applied to bring the pH into the proper range.

Sod shall be at least 8 inches wide and 12 inches long with at least 3 inches of dirt on the roots. It shall be placed on the prepared surfaces with edges in close contact and, as much as is practicable, in a position to break joints. Each section shall be pounded into place with wooden tamps or other approved implements. Sod shall be maintained moist from the time of its removal until reset and shall be reset as soon as practicable after removal. Immediately after placing, it shall be rolled or hand tamped to the satisfaction of the Engineer. On steep slopes, pinning or pegging will be required to hold the sod in place.

Sprigs shall be placed in a random manner at spacing suitable for optimum growth and cover as recommended by the supplier.

Immediately prior to sodding or sprigging, the areas shall be sprinkled until saturated to at least a 1-inch depth and kept moist until sodding or sprigging is completed. Sprigs or sod shall be watered as required after setting (normally through a 14-day period). The Contractor shall not allow any equipment or material on any planted area and shall erect barricades and guards as necessary to prevent his equipment, labor or the public from traveling on any planted area until satisfactory growth is established.

6. SPECIAL CONSTRUCTION ITEMS

6.1 General - The Contractor's attention is called to the special conditions indicated on the plans by notes and/or special details and described in this Section of the Specifications. The Drawings and Specifications reflect the type of construction that is anticipated in the various locations requiring special attention, but it shall be the responsibility of the Contractor to contact the various agencies including the State Highway Department, the gas company, telephone company, and other utilities involved when working in areas where they will be concerned and for coordinating construction with their requirements in such a way to avoid conflicts, damage, or interruptions in service.

If these special construction items are to be paid for separately, they will be discussed in Measurement and Payment of the Specifications.

6.2 Construction Schedule - The Contractor shall submit his proposed construction schedule for the Engineer's approval before construction begins. The normal requirement will be to begin pipelaying at the lower end of any proposed line or Contract and continue laying upstream until the line is completed. Construction will begin at points where proposed sewers tie into existing sewers, existing or proposed pump stations, or existing or proposed treatment facilities.

The Contractor may utilize more than one pipelaying crew in which case the additional crew(s) will be started at various points along the sewer(s) as approved by the Engineer.

It is anticipated that adjacent projects to this project will be under construction simultaneously. It is the Contractor's responsibility to coordinate his work with that of other Contractors on this project.

The Contractor is cautioned that no new construction may be tied into the existing system until such construction is complete to the extent of being watertight and clean. This provision is meant to avoid groundwater or stormwater with accompanying dirt, gravel, etc. from entering the existing system and flooding, overloading, or otherwise damaging those facilities.

6.3 Protection of Trees and Shrubs - The Contractor shall make every reasonable effort to protect trees, shrubbery, and flowers within and outside of the work area. Easements have been (or will be) obtained by the Owner for work on private property and permits for work on public property, but these easements do not permit indiscriminate destruction of property including trees, shrubs, and flowers.

NOTE: See special provisions on Contract Drawings concerning protection of trees and large tree branches in residential areas.

The Contractor will be required to protect and replace, if damaged, trees, shrubs, and flowers laying outside of a work area 10 feet wide centered on the pipeline or other work area designated on the Drawings. Such protection or replacement will be at no cost to the Owner.

Within the designated work area 10 feet wide centered on the pipeline or other work area designated on the Drawings, trees, shrubs, and flowers may be removed if necessary for proper execution of the work. Exceptions to this will be noted on the Drawings. Where replacement of damaged or destroyed trees, shrubs, or flowers is required which were not designated to be protected (by note on the Drawings), the Contractor shall perform the replacement and the Owner shall pay the costs in accordance with provisions of the General Conditions.

6.4 Concrete Work - Concrete is to be proportioned in two classes according to use as follows:

Class "A" for reinforced concrete structures, non-reinforced portions of manholes, control chambers and interceptor structures, curbs and gutters, driveways, sidewalks and surface base courses for highway and street paving.

Class "C" for encasement around sewers and water lines for cradle, caps, refill and tunnel backfill, and for thrust blocks.

Class "A" concrete is to be proportioned with one 94-lb. sack of Portland Cement, 195 lbs. of sand, and 270 lbs. of coarse aggregate. These proportions may be varied by the Engineer after the materials supplied have been tested and proportions for the greatest density and workability determined, provided that no more than 7.25, nor less than 5.5, bags of cement per cubic yard of concrete will be required. Class "A" concrete shall have a minimum compressive strength of 4,500 lbs. per square inch in 28 days.

6.5 Connection to Existing System - Connections of gravity-flow sewers and force mains to the existing system shall be made in the manner indicated on the Drawings. As previously stated, new lines must remain disconnected from the existing system by actual physical separation, by plugs of a type approved by the Engineer, or by other means approved by the Engineer.

6.6 Manhole Stub-Outs - Where shown on the Drawings or as directed by the Engineer, the Contractor shall construct pipe stub-outs from the manholes for future line connections.

Stub-outs shall consist of a short length of sewer pipe 8 inches to 10 inches in length installed at an invert elevation and plan angle as shown on Drawings or as designed by the Engineer. The manhole invert shall be shaped to receive discharge from this line. The connection through the manhole wall shall be made with resilient connectors in accordance with the Standard Details for Manhole Construction. The pipe shall be plugged with a watertight, removable plug of a design and material approved by the Engineer. The area under the stub-out and to the level of pipe bedding shall be backfilled with crushed stone.

Stub-out pipe material and size shall be as designated on the Drawings or as directed by the Engineer.

6.7 Concrete and/or earthen Trench Dam - Where shown on the Drawings or as directed by the Engineer, the Contractor shall install concrete and/or earthen trench dams to prohibit the flow of water along the sewer trench. Concrete and/or earthen trench dams shall be installed in accordance with the Standard Detail Drawing.

6.8 Slope Protection and Erosion Control - This section shall consist of temporary control measures as shown in the Drawings or directed by the Engineer during the life of the Contract to control erosion and water pollution through the use of hay bales and other control devices.

The temporary pollution control provisions contained herein shall be coordinated with the permanent erosion control features to assure economical effective and continuous erosion control throughout the construction and post-construction period.

a. Baled hay or straw erosion checks are temporary measures to control erosion and prevent siltation. Bales shall be either hay or straw containing 5 cubic feet or more of material.

   Baled hay or straw checks shall be used where the existing ground slopes in ditches or other areas where siltation erosion or water run-off is a problem.

b. Baled Hay or Straw Erosion Checks - Hay or straw erosion checks shall be embedded in the ground 4 to 6 inches to prevent water flowing under them. The bales shall also be anchored securely to the ground by wooden stakes driven through the bales into the ground. Bales can remain in place until they rot or can be removed after they have served their purpose, as determined by the Engineer. The Contractor shall keep the checks in good condition by replacing broken or damaged bales immediately after damage occurs. Normal debris clean-out will be considered routine maintenance.

c. Temporary Silt Fences - Silt fences utilizing posts, filter cloth (burlap or plastic filter fabric, etc.) or other approved materials are temporary measures for erosion control. These fences shall be installed to retain suspended silt particles in the run-off water.

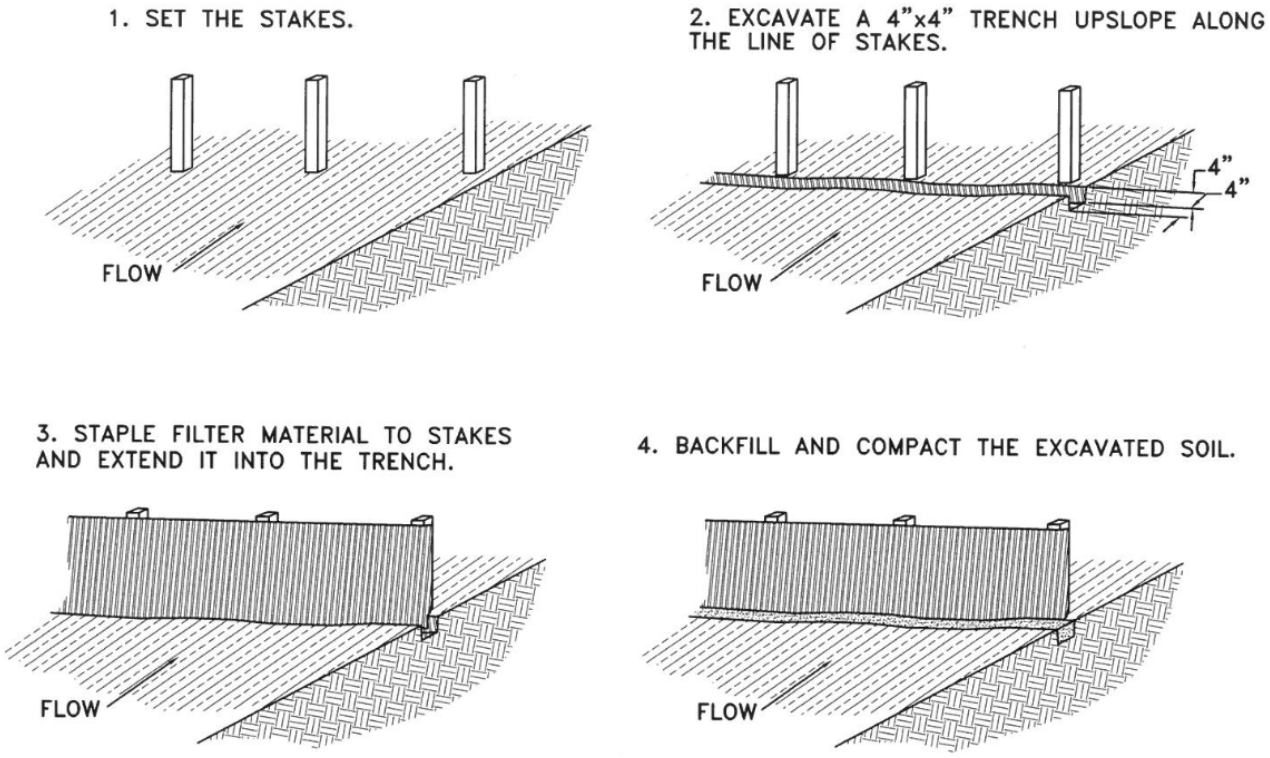
d. The temporary erosion control features installed by the Contractor shall be acceptably maintained by the Contractor until no longer needed or permanent erosion control methods are installed. Any materials removed shall become the property of the Contractor.

In the event that temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of work as scheduled and are ordered by the Engineer, such work shall be performed by the Contractor at his own expense.

Where the work to be performed is not attributed to the Contractor's negligence, carelessness, or failure to install permanent controls and falls within the specifications for a work item that has a Contract price, the units of work shall be paid for at the proper Contract price.

e. Erosion Control Outside Project Area - Temporary pollution control shall include construction work outside the project area where such work is necessary as a result of construction such as borrow pit operations, haul roads and equipment storage sites. Bid price, in such cases, shall include all necessary clearing and grubbing, construction incidentals, maintenance, and site restoration when no longer needed.

f. No separate measurement and payment will be made for this work. It will be considered a subsidiary obligation of the Contractor under other bid items to which it reflects.



CONSTRUCTION OF A FILTER BARRIER

SILTATION FENCE

SEWERS, FORCE MAINS AND APPURTENANCES

SECTION 4

TESTING AND ACCEPTANCE

1. TESTING

Testing and inspection of the completed work shall be accomplished by one or more of the following methods. Visual and Video Inspection, Air Pressure Testing, and Infiltration Test will always be done and will not be paid for as a separate pay item. The Roundness Test for flexible pipe will always be done and will not be paid for as a separate pay item.

Upon completion of construction, the Contractor shall remove all sand, dirt, brick and other foreign materials from the sewers and shall conduct his own inspection to locate any defects and determine when the sewers are ready for final inspection, testing, and acceptance by the Engineer. After all apparent defects have been corrected, the Contractor shall notify the Engineer and request a final inspection.

No final inspection will be scheduled by the Engineer until the Contractor advises that he has conducted his own inspection and believes the project to be ready for such final inspection. Should the Engineer begin a final inspection at the request of the Contractor and find that the sewers have not been cleaned or defects have not been corrected, the inspection will be terminated and will not be rescheduled until the Contractor again advises that the project is ready for inspection.

Acceptance of the project shall involve a visual and video inspection, a leakage test, and an air pressure test. The procedures shall be as outlined hereinafter. The work will not be accepted until the visual and video inspection, leakage test, and air test results are satisfactory.

1.1 Visual and Video Inspection - Engineer shall make visual and video inspection of pipe, fittings, and other materials to be incorporated into the work before they are installed. Items found to be defective or otherwise not in accordance with Drawings and Specifications shall be immediately removed from the site of the work.

Visual and video inspection of pipe, joints, manholes, etc. will proceed as work is being done and no backfill shall be placed until this is accomplished unless otherwise approved by the Engineer. Acceptance of work at this stage in no way relieves Contractor of responsibility and does not preclude testing by any of the following methods at the discretion of the Engineer.

On completion of the work, all sewers and manholes will be inspected for foreign matter, including sand and mud brought in by infiltration or inflow, and any such matter shall be removed before final acceptance of lines. If visual and video inspection of lines, manholes, or other items reveals leaks, structural failures, or other defects, the Contractor shall repair such immediately. Any sags, humps, bends, or other evidence of misalignment - regardless of the type of pipe - if in the opinion of the Engineer is detrimental to the operation of the system, shall be cause for rejection. Inspection will include observation of clean-up, property restoration, pavement replacement, etc. Any defects must be corrected to the Engineer's satisfaction before acceptance.

1.2 Air Pressure Test - Equipment shall be top quality, in good condition, and approved by Engineer for use on this Project. Plugs should have a sealing length equal to or greater than the diameter of pipe being tested. External bracing of the plugs should not be required in order for the plug to hold against internal air pressure. The test equipment shall include accurate pressure gages to monitor test pressure, safety relief valve(s), and quick-release air bleed valve(s).

1. The procedure for air pressure testing shall conform to ASTM C-828 unless modified herein.

2. After backfilling and cleaning the line (including flushing, if necessary), making sure all service plugs are adequately braced against internal pipe pressure and checking air test equipment including pipe plugs (suitably graded against internal pipe pressure, if necessary), the sewer line section to be tested shall be pressurized to 4 psig (pounds per square inch-gauge) greater than the average back pressure of any groundwater that may be over the pipe (2.31 feet of water - 1 psig). At least 2 minutes shall be allowed for air pressure to stabilize. After the stabilization period and with 3.5 psig minimum pressure in pipeline, air supply shall be disconnected and the time observed which results in a 1 psig pressure drop.

3. The portion of line being tested shall be termed "Acceptable" if the time required for the pressure to drop from the stabilized 3.5 psig to 2.5 psig (greater than the average back pressure of any groundwater over pipe) is more than or equal to minimum calculated test time as determined by using the following table:

PIPE DIA. inches	TIME minutes	LENGTH* feet
8	4.2	350
10	4.7	275
12	5.7	225
15	7.0	175
18	8.5	150
21	9.9	125
24**	11.3	125

* Shorter or longer test length shall have test time modified in accordance with Engineer’s decision

** Air test will not be run on pipe larger than 24 inches in diameter.

4. If the pipe is tested in a "dry" condition and fails to meet the test, specifications allow for the pipe to be wetted and tested in that condition. Initial testing may be in the "dry" or "wet" condition at the Contractor's option.

5. Observe safety precautions during test. Caution all workers to remain clear of test plugs which can blow out under considerable force at any time the line is pressurized.

1.3 Roundness Test - Sewers constructed of PVC pipe shall pass a go/no-go mandrel sized to 95% of the actual pipe diameter with the pipe in place and backfill completed. Contractor shall provide a suitable ball or mandrel having a diameter equal to 95% of the actual inside pipe diameter which he shall pull through each section of pipe while the Engineer observes the test. Any section of sewer showing a deflection of more than 5% of the actual inside diameter shall be considered to have failed and shall be re-laid to correct the condition.

Mandrel shall be pulled without mechanical pulling devices and shall not be performed until a minimum of 30 days after backfilling operations.

1.4 Infiltration Test - In addition to any other testing which may be required, any infiltration observed in any section of sewer shall be measured by using flow weirs. The weir test shall be made on the flow of water from sewers in not over 1,000-foot sections at any one time when, in Engineer's opinion, groundwater level is at highest point during a normal year. Contractor shall furnish all weirs, other materials, and labor required for such test. Weirs shall be in good condition and approved for the intended use by the Engineer. Engineer shall be responsible only for direction, reading, recording data, and calculating infiltration rates.

Maximum allowable infiltration shall be 25 gallons per mile per inch diameter per 24 hour period, but in no case shall exceed 1,500 gallons per mile of pipe per day for pipe 30 inches in diameter or larger. Joints shall be tight and leakage in excess of that specified herein shall be repaired.

The Infiltration Test shall not be relied on as the sole indicator of leakage if groundwater is determined to be less than 2 feet over the top of the pipe.

If the quantity of infiltration is in excess of the maximum quantity specified above, the joints shall be remade, the sewer re-laid, or other work performed by and at the expense of the Contractor in order to reduce the amount of leakage to an amount within the limits specified. The test will be repeated until the section of sewer passes the test requirements.

All visible leaks in pipes and manholes must be corrected regardless of the amount of infiltration.

1.5 Exfiltration Test - In case period of year of highest groundwater is not available before sewer is needed by the Owner, exfiltration testing may be used by the Contractor if approved by the Engineer.

Such testing shall be done between manhole segments by plugging the incoming lines on the downstream manhole and the upstream manhole. The method of filling the sewer with water shall be approved before use by the Engineer, and extreme care shall be used in conducting the test to avoid damage to the main sewer, service laterals, and service plugs. The line shall be filled slowly in such a manner to allow exhausting of air from the line as it fills. Suitable methods of measuring leakage rate shall be utilized as approved by the Engineer. Generally, exfiltration testing will not be used on line segments where the water elevation at the upstream manhole is more than 5 feet above the invert elevation at the downstream manhole so that pipe joints will not be subject to excessive internal pressures.

Maximum allowable exfiltration rate shall be 25 gallons per mile per inch diameter per 24-hour period, but in no case shall exfiltration exceed 1,500 gallons per mile per day for pipe 30 inches in diameter or larger.

If the quantity of exfiltration is in excess of the maximum quantity specified above, the joints shall be remade, the sewer re-laid, or other work performed by and at the expense of the Contractor in order to reduce the amount of leakage to an amount within the limits specified. The test will be repeated until the section of sewer passes the test requirements.

1.6 Vacuum Testing of Manholes - All manholes on this project will be required to pass a vacuum test of at least 10" Hg. prior to acceptance. This test shall be considered acceptable if the vacuum remains at 10" Hg. or drops to no less than 9" Hg. within one (1) minute. If the manhole fails the initial test, the Contractor shall locate the leak and make appropriate repairs acceptable to the Engineer in preparation for additional tests.

It is also called to the Contractor's attention that he will be required to furnish all equipment necessary for this test including the manhole sealing apparatus, gauges, pump, plugs, and operating personnel.

The cost of this work shall be merged into the unit price bid for manholes, and no additional payment will be allowed.

MANHOLE DEPTH	DIAMETER	TIME TO DROP 1” HG
10 feet or less	4 feet	75 seconds
10 feet to 15 feet	4 feet	90 seconds
15 feet to 25 feet	4 feet	105 seconds

For manholes 5 feet in diameter, add an additional 15 seconds; for manholes 6 feet in diameter, add an additional 30 seconds; and for 7 feet in diameter, add an additional 45 seconds, to the time requirements for 4-foot diameter manholes.

Note: Prior to connecting to any existing gravity sewer manholes, the Contractor shall be required to perform vacuum testing of the existing manhole. Any deficiencies found in the existing manhole must be addressed with assistance and coordination of the Owner/Engineer prior to making the connection. The Contractor shall be required to perform a subsequent and satisfactory vacuum test of the existing manhole after the Kor-N-Seal type tie-in is completed.

1.7 Pressure Testing of Sewage Force Mains

Testing Force Mains - Before final acceptance, force mains shall be pressure tested by suitably closing the end of the main with a test plug of approved design suitably braced against the internal pressure to prevent blowout and possible injury to personnel. Contractor shall furnish all labor, materials, and equipment for testing the force main including, but not limited to, water for testing, test pump, pressure gauges, test plugs, etc. Test shall be performed by the Contractor and witnessed by the Engineer.

The force main shall be filled with water taking care to eliminate air from the high points. A positive displacement test pump shall be used to pump clean water into the main to build up a test pressure equal to the normal system pressure plus 50 psi. Test pressure will be determined by the Engineer. The test pump shall then be valved off from the system, and the pressure shall be observed over a period of one hour. A drop in pressure of 5 psi or more during the one-hour test period shall be taken as an indication of leakage. In the event leaks are found and corrected, the Contractor shall repeat the pressure test using the same procedure described above. Should the Contractor be unable to obtain a satisfactory pressure test over a duration of one hour, he shall then be required to perform a leakage test using a water tap and standard water meter to

measure the leakage in the test section at system pressure over a period of 24 hours. Leakage during the 24-hour period must not exceed the allowable leakage for mechanical or push-on joints as shown in AWWA C600, latest revision. Leakage shall not exceed the quantity determined by the formula: L = (ND P) divided by 3,750 where L is the allowable leakage in gallons per hour; N is the number of joints in the length of pipeline tests; D is the nominal pipe diameter in inches; and P is the average test pressure during the leakage test in pounds per square inch. Should the system fail to pass the leakage test, the Contractor will be required to locate and correct the leaks and to retest the system until satisfactory results can be obtained.

The Contractor shall provide suitable first quality pressure gauges with 5 lb. or smaller graduations and a standard 3/4 x 5/8-inch water meter in the event the meter is required for the leakage test. Pressure gauges and water meter shall be in good condition and shall be subject to such tests for proof of accuracy as the Engineer may require.

1.8 Warranty - The work to be performed under this Contract shall be guaranteed against defects in materials or workmanship for a period of one year following the date of formal acceptance of the project. In the event defects in materials or workmanship should appear, the Contractor shall promptly make the necessary correction. When the defects are not of an emergency nature, the Contractor will be notified and will be given a period of two weeks in which to make the necessary corrections.

Should the defects be of an emergency nature which, in the opinion of the Owner or the Engineer requires immediate correction, the Contractor will be notified and requested to make the necessary repairs immediately. Should this be impractical or if the Contractor should fail to respond to the request for corrective action within the specified period, the Owner may proceed to have the defects corrected and shall bill the Contractor for all charges in connection therewith including labor, materials, and equipment rental. Such charges may be deducted from amounts due the Contractor if any of the Contractor's money has been withheld. In the event the Contractor fails, refuses or neglects to pay the Owner, the surety shall be liable for such charges.

SEWERS, FORCE MAINS AND APPURTENANCES

SECTION 5

MEASUREMENT AND PAYMENT

1. GENERAL

The Contractor shall furnish all labor, tools, equipment, and materials to construct the proposed improvements complete as shown on the Drawings and described in these Specifications. The work shall be measured for payment in accordance with applicable provisions of these Specifications and payment shall be made on the basis of the unit prices or lump sum prices bid. The sum of the payments for eligible pay items contained in the proposal form shall be the compensation to be paid for the completed project, provided however, that changes in the work covered by written change orders, properly executed, may result in additions or deductions from the Contract price.

The Contractor's attention is called to the fact that although the pay items shown shall be the basis for establishing the contract price, the description of the pay items do not necessarily reflect the extent of work to be performed. The cost of incidental work such as clearing and grubbing, trenching, backfilling, testing, etc., which is necessary but which is not specifically listed as one of the pay items, shall be included in the prices bid for the pay items to which the incidental work is most closely related.

2. SEWER PIPE

Service lines shall be measured for payment by horizontal measurements from the centerline of the main sewer to the plugged end of the service.

Sewer pipe and service lines shall be classified as under roadway if the sewer line is within 3 feet of the edge of the road. Any sewer or service line located more than 3 feet from the edge of the road shall be classified as outside roadway.

A. Measurement - Sewer pipe shall be measured for payment by horizontal measurements or station distances along the centerline from center of manholes to the nearest 0.1 foot. Sewer size shall be based on nominal pipe diameter as shown on the Drawings.

Measurement for establishing cut classification shall be the vertical distance from undisturbed ground elevation to the invert of the sewer as determined by the centerline cuts as determined by the Engineer.

Where cut classification changes between adjacent stations, the ground slope shall be assumed to be uniform, and the distance to point of change in cut classification shall be calculated or proportioned.

B. Payment - Sewer pipe shall be paid for on the basis of the respective unit prices bid per linear foot for pipe of the various sizes, materials and cut classifications.

Payment for furnishing and installing the sewer lines (gravity and force main) shall constitute compensation in full for furnishing all labor, tools, equipment and materials, and installing the sewer complete, including incidental work such as location and protection of existing utilities, clearing, excavation (including rock), dewatering trenches, bedding with crushed stone in accordance with

Specifications, backfilling, disposal of surplus excavated material, the removal of existing pavements, curb and gutter, sidewalks, driveways, brush and timber, structures and piping to be relocated or abandoned; also sheeting, diking, well pointing, bailing, dewatering; the furnishing and placing of bulkheads, the restoration of any utilities, parkways, trees, shrubbery, culverts, fences, and other items not covered under subsequent items and testing.

Backfill shall be in accordance with Section 3, Paragraph 4.2.

Payment for sewer pipe in tunnel/bore shall be from face of tunnel/bore to face of tunnel/bore and to the limits established in the Proposal Section.

3. MANHOLES AND DROP ASSEMBLIES

A. Measurement - Manholes shall be measured by actual count of the manholes of the various sizes installed. Measurement of the drop assemblies shall be the actual count of assemblies installed to the elevations shown on the Contract Drawings. Measurement of watertight and traffic-type manhole frames and covers shall be by actual count of such covers actually installed.

B. Payment - Payment for manholes shall be made on the basis of the unit prices bid per each (EA) for the various size manhole bases.

Payment for additional manhole sidewall shall be made on the basis of the unit prices bid per vertical foot installed above the standard 0' to 6' depth. No separate payment shall be made for the first 6 feet of manhole sidewall

Payment for drop inlet to manholes, where shown, shall be made on the basis of the unit price bid per each (EA) for each drop pipe and shall constitute payment in full for furnishing the drop tee, drop pipe, elbow, and encasement, and for constructing the drop inlet complete.

Payment for watertight manhole castings and traffic-type castings shall be made on the basis of the unit prices bid for each (EA) such casting installed.

Payment for manhole vent pipe assemblies shall be made on the basis of the unit price bid for each such vent pipe assembly installed.

NOTE: The Contractors attention is directed to the requirement for XYPEX® Concrete Admixture in all manholes constructed on this project.

4. FORCE MAIN PIPE

A. Measurement - Force main pipe shall be measured for payment by horizontal measurement or station distances along the centerline of the force main beginning at the start of the unit price construction payment point and terminating at the discharge point of the force main. Force main pipe shall be classified as under roadway if the force main is within 3 feet of the edge of pavement. Any force main located more than 3 feet from the edge of pavement shall be classified as outside roadway.

B. Payment - Force main pipe shall be paid for on the basis of the respective unit price bid per linear foot.

Payment for force mains and/or pressure sewers in tunnel/bore shall be from face of tunnel/bore to face of tunnel/bore and to the limits established in the Proposal Section.

Payment for furnishing and installing the force main shall constitute compensation in full for furnishing all pipe fittings, labor, tools, equipment and materials, and installing the sewer complete, including incidental work such as location and protection of existing utilities, clearing, excavation (including rock), dewatering trenches, detection tape and trace wire, bedding with crushed stone in accordance with Specifications, backfilling, disposal of surplus excavated material, the removal of existing pavements, testing, curb and gutter, sidewalks, driveways, brush and timber, structures and piping to be relocated or abandoned; also sheeting, diking, well pointing, bailing, dewatering; the furnishing and placing of bulkheads, the restoration of any utilities, parkways, trees, shrubbery, culverts, fences, and other items not covered under subsequent items and testing.

Concrete thrust blocks will be paid separately under the unit price item for Concrete for cradle, cap, and etc.

Note: No separate payment shall be made for detection tape. Cost shall be merged into the price per linear foot for force main.

Backfill shall be in accordance with Section 3, Paragraph 4. Payment for force mains under roadway shall include crushed stone backfill.

5. FITTINGS

No separate payment shall be made for fittings for 2-inch diameter or smaller force main (pressure sewers).

A. Measurement - Pipe fittings for force mains shall be compact ductile iron pipe fittings and will be measured for payment by multiplying the number of fittings in each classification by the standard weight of the fitting as shown in appropriate tables of ANSI / AWWA CI 53/A21.53-84 ductile iron compact fittings 3" through 12" for water and other liquids. Pipe fittings for larger sizes may be Cast Iron or Ductile Iron and will be measured for payment based on appropriate weight tables of USA Specification A21.53-84, "American Standard for Cast Iron Fittings 3" through 48" for Water and Other Liquids". Weights of fittings shall be inclusive of bolts, gaskets, or other appurtenances and shall be as shown in the above specification rather than actual invoice weights.

B. Payment - Payment for furnishing and installing compact ductile iron pipe fittings complete in accordance with these Specifications will be made on the basis of contract unit price bid per pound for pipe fittings and shall constitute compensation in full for furnishing and installing the fittings together with all incidental and related work except as specially covered by other pay items.

SPECIAL NOTE: All fittings on this project shall be restrained joint with Protecto 401 lining.

6. ROADWAY MAINTENANCE, DRIVEWAY AND ROADWAY REPLACEMENT

1. ROADWAY MAINTENANCE

A. Measurement - Roadway maintenance items shall be measured by the actual quantity used for the item as follows: bituminous "cold mix" per ton, and calcium chloride per 100 pounds.

B. Payment - Payment for roadway maintenance items shall be made in accordance with the unit prices bid for each item and shall include the cost of all labor and materials necessary for the application of these items.

2. DRIVEWAY REPLACEMENT

A. Measurement - Measurement for asphalt driveway or parking lot replacement, gravel driveway, or concrete driveway replacement shall be made by the linear foot along the centerline of the sewer for the actual quantity placed.

B. Payment - Payment for these items shall be made at the unit prices bid per linear foot and shall include the cost of all labor and materials necessary to construct these items at the locations and to the details shown on the Contract Drawings.

3. ROADWAY REPLACEMENT

A. Measurement - Measurement for Type "A" asphalt pavement replacement shall be made by the linear foot along the centerline of the sewer for the actual quantity placed.

B. Payment - Payment for roadway replacement items shall be made at the unit prices bid and shall include the cost of all labor and materials necessary to construct these items at the locations and to the details shown on the Contract Drawings.

NOTE: Payment for pavement replacement shall be made on the basis of the unit prices bid for various classifications of pavement as indicated in the Proposal Form. Such payment shall constitute the furnishing of all labor, materials, and equipment and replacing the damaged pavement, including the crushed stone base as required. The Contractor is advised that, although the limits of payment shall be as described under paragraph A. above, he shall be responsible for replacing all pavement damaged during construction, so that the paved area is left in a condition as good as or better than before the start of the construction.

All new and existing gas valves, water valves and manholes will be adjusted to the final surface elevations by the Contractor. Cost to be merged into unit price construction items for pavement restoration.

7. TOPSOIL AND SEEDING OF TRENCHES

A. Measurement - Measurement for topsoil and seeding of trenches will be made by the linear foot of trench along the centerline of the sewer.

B. Payment - Payment shall be made at the unit price bid and shall include all costs of labor and materials (including fine grading, mulching) for the completion of this item.

8. CONCRETE FOR CRADLE, CAP, CHECK DAMS, AND/OR ENCASEMENT

A. Measurement - Concrete used in cradling, encasement or caps will be measured by computing the theoretical volume of concrete required to construct the item in accordance with Standard Detail Drawings. The length shall be the actual length of such concrete as installed at the Engineer's direction. Measurement for concrete used in pads, low piers, or blocks shall be placed on the theoretical volume required for the dimensions of the structure as shown on the Drawings or as directed by the Engineer.

B. Payment - Payment for Class C concrete shall be made on the basis of the unit price bid per cubic yard and shall constitute full compensation for excavation, forming, furnishing, and placing the concrete and other incidental work required to complete the work. No separate payment will be made for Class C concrete included in manholes, drop pipes, service risers, or other structures where the price of such concrete is included in the unit price or lump sum price bid for the item.

9. EARTHEN AND/OR CONCRETE CHECK DAMS

A. Measurement - Measurement for earthen and/or concrete check dams will be made by the actual number installed.

B. Payment - Payment shall be made at the unit price bid for each and shall include all costs and labor and materials (including clay soil) for the completion of this (these) item(s).

10. AUTOMATIC COMBINATION AIR AND VACUUM RELIEF VALVE MANHOLE ASSEMBLY

A. Measurement - The automatic combination air/vacuum relief valve manhole assembly installation will be measured by actual count of each size and type valve installation installed in the complete system.

B. Payment - Payment for furnishing and installing the automatic combination air/vacuum relief valve manhole assembly shall be based on the contract unit price bid for each type installation. The unit price bid shall include all labor, materials, and equipment necessary to complete the valve installations as shown on the Drawings (including the valve(s) and connecting piping, manhole or valve box, cover, crushed stone, excavation, backfill, and incidental work necessary for a complete installation).

11. MANHOLE, VALVE, AND GUARD POST MARKERS

A. Measurement - Measurement shall be by actual count of manhole, valve, and guard post markers installed.

B. Payment - Payment for manhole, valve, and guard post markers shall be on the basis of the unit price bid per each (EA) manhole, valve, and guard post marker and shall constitute payment in full for furnishing and installing the manhole marker(s) as described in the Specifications and Contract Drawings.

12. CRUSHED STONE BACKFILL FOR UNDERCUTS

A. Measurement - In areas (other than areas specifically designated by these Specifications) where directed by the Engineer to backfill with crushed stone or to refill an undercut where the Engineer has directed that unsuitable material be removed, this item shall be measured for payment by the formula (4/3 O.D. + 24)/12) (length (ft)) (depth (ft)) divided by 27.

B. Payment - Payment for crushed stone backfill shall be at the unit price bid per cubic yard and such payment shall constitute complete compensation for all extra labor, materials, and equipment necessary to furnish, haul, place and compact the crushed stone backfill.

13. UNCLASSIFIED EXCAVATION FOR UNDERCUTS

A. Measurement - In areas where directed by the Engineer to remove unsuitable material below grade, this item shall be measured by the formula (4/3 pipe O.D. + 24)/12 x depth divided by 27 for sewer mains and outside diameter plus 36 inches x depth divided by 27 for manholes.

B. Payment - Payment shall be made at the unit price bid and no distinction shall be made between rock and earth excavation as far as payment is concerned.

14. PLAIN STONE RIP-RAP

A. Measurement - Measurement for plain stone rip-rap shall be made by the square yard as measured in place.

B. Payment - Payment shall be made at the unit price bid and shall include the cost of all labor and materials necessary to construct the item to a depth of 18 inches at the locations shown on the Contract Drawings or as directed by the Engineer. Materials and construction shall be in accordance with TDoT Standard Specification Section 709.02(a) and 709.06.

15. GROUTED RUBBLE RIP-RAP (None on this project)

A. Measurement - Measurement for grouted rubble rip-rap shall be made by the square yard as measured in place.

B. Payment - Payment shall be made at the unit price bid and shall include the cost of all labor and materials necessary to construct the item at the locations shown on the Contract Drawings or as directed by the Engineer.

16. SODDING

A. Measurement - Measurement for sodding shall be made by the square yard as measured in place.

B. Payment - Payment shall be made at the unit price bid and shall include the cost of all labor and materials necessary to construct the item at the locations shown on the Contract Drawings or as directed by the Engineer.

17. VALVES

A. Measurement - Valves will be measured by actual count of each size and type valve installation installed in the complete system.

B. Payment - Payment for furnishing and installing the valves shall be based on the contract unit price bid for each type installation. The unit price bid shall include all labor, materials, and equipment necessary to complete the valve installations as shown on the Drawings (including the valve(s) and valve box, cover, concrete collar, crushed stone, excavation, backfill, and incidental work necessary for a complete installation).

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Donna Osmon - Senior Administrative Assistant

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH NOVATECH FOR A 36-MONTH LEASE OF A KONICA MINOLTA COPIER IN THE AMOUNT OF $3,333 ANNUALLY USING SOURCEWELL CONTRACT.

RECOMMENDATION: Approve.

INFORMATION: Public Works has a lease with Novatech for a Konica Minolta copier/printer that was approved by Council on July 14, 2022. This lease is expiring, and Public Works would like to utilize Sourcewell Contract # 112124 for a new Konica Minolta copier/printer through Novatech. We request a new 36-month lease with Novatech to begin July 01, 2025. This lease will include a locked monthly service rate of $267.97 that will not increase during the lease, 1,300 black and white copies and 1,500 color copies per month.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in Streets.

ATTACHMENTS: Staff Report Novatech; Novatech Agreement; Novatech Addendum; State and Local Government Addendum; Sourcewell #112124

Image Management Agreement

NT117095

NOVATECH
BRING EVERYTHING UP TO SPEED

Order #	NT117095	Agreement Number:			
Customer's Full Legal Name ("You" and "Your"):		City of Columbia			
Trade / DBA Name (if different from above):		City of Columbia Public Works			
Primary Street Address:		110 Santa Fe Pike		Suite:	
City:	Columbia	State:	TN	Zip Code:	38401
Phone Number:	(931) 388-8650	County:		Fed Tax ID:	62-6000270

Equipment Information:

Quantity	Make	Model	Description
1	Konica Minolta	KM-C3011	KM C3011- Sourcewell Contract

See Schedule A -if this box is checked

Initial Term	Payment Includes	1,300	B&W Copies per Month	Overages Billed at	$ 0.00800	per copy
36	Payment Includes	1,500	Color Copies per Month	Overages Billed at	$ 0.05100	per copy
Months	Payment Includes	-	B&W Prints per Month	Overages Billed at	$ -	per print
	Payment Includes	-	Color Prints per Month	Overages Billed at	$ -	per print
	Total Payment per month for Included Images* (plus applicable Tax):				$ 267.97	

Payment Period is Monthly unless otherwise noted: Monthly | Overage Billed Monthly unless otherwise noted: Quarterly | Origination Fee:$ 99

NTouch Support Service Monthly Pay Option: Customer agrees to pay $15 per month for each item of Equipment for the Software Support described in Section 15.

x NTouch Support Service Hourly Pay Option: Customer may obtain the Software Support described in Section 15 at an hourly rate of $149.

Managed Network Services Payment (included in Payment) $_____ for Managed Network Services (defined below)

You acknowledge and agree that this Image Management Agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations, and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and will neither you nor any Representative is or will be listed in any Sanctions related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

1. EQUIPMENT RENTAL. You agree to rent from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment.

2. EQUIPMENT SERVICE, SUPPLIES; UNCONDITIONAL OBLIGATION. We have agreed to provide You with Equipment service during normal business hours and to provide You with all labor, toner, developer and parts necessary for You to produce copies, all of which are included in the Payment amount. However, You agree that You must separately purchase all other supplies, including, without limitation, copier paper and staples, at Your own cost, and You must separately purchase Equipment service outside Our normal business hours and any service, parts or supplies required by Your misuse or abuse of the Equipment, negligence, use of improper supplies, electrical or environmental problems, improper moving, extraordinary use or failure to follow the manufacturer's suggested use instructions, each as reasonably determined by Us. At your request, We will also provide You with training on the use and care of the Equipment for no additional charge. You agree that: (a) You selected the Equipment based on Your own judgment; (b) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever (including, without limitation, Our failure to provide You with Managed Network Services); and (c) If We assign this Agreement pursuant to Section 9 (i) the Assignee shall not be responsible for providing You with Software Support, other Equipment service, parts or supplies, or for any other obligations that We owe to You (even though the Assignee may, as a convenience to You, invoice You for amounts owed under such contract along with the amounts owed under this Agreement on one invoice bill and collect monies owed by You to Us), (ii) if the Equipment is unsatisfactory or if We fail to provide any service or fulfill any other obligation to You, You shall not make any claim against the Assignee and shall continue to fully perform under this Agreement, and (iii) We are not an agent of the Assignee and are not authorized to waive or alter any term of this Agreement.

3. PAYMENTS. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment, (ii) the applicable overage charges for each metered copy & print collectively called Images in excess of the applicable number of copies included in the Payment, and (iii) applicable taxes and other charges provided for herein. You agree to pay the minimum Payment amount even if You do not make the applicable number of copies in a given month. You agree that We may increase the Payment and/or the applicable overage charges once each year during the Term, by an amount not to exceed 15% per year. You shall allow Us to install a Data Collection Agent ("DCA") to facilitate the processing of meter readings. If a DCA is not installed or is disabled, You will provide Us by telephone, email, or facsimile with the actual meter readings when We so request. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then We may estimate the number of copies & prints collectively called Images made and invoice You accordingly. If 3 consecutive requests for actual meter readings go unanswered, a technician shall be dispatched to the Equipment to gather the meter readings and a charge will be assessed to You. No retroactive adjustments will be made to the estimated meter readings. As used herein, a "copy" is an increment of the machine page counter caused by any operation of the Equipment which causes paper to print, including printing, copying and fax printing. Scanning does not constitute a copy and is included at no extra charge, unless the number of pages scanned exceeds twice the number of copies, in which case You shall pay an additional fee determined by Us for excess scans. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or $29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of $25.00 for any returned or dishonored check or draft. The Payment may be adjusted proportionately upward or downward, as necessary, to comply with the tax laws of the state in which the Equipment is located.

4. TERM; AUTOMATIC RENEWAL. The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Initial Term" above. You agree to pay a transitional payment equal to 1/30th of the Total Payment, for each day from and including the date You sign the Acceptance of Delivery until the day preceding the Commencement Date. Unless You notify Us in writing not less than 60 days not more than 150 day prior to the expiration of the term or any renewal term that You intend to return the Equipment at the end of such Term, then: (a) this Agreement will automatically renew for an additional one-year period (a "Renewal Term") and (b) all terms of this Agreement will continue to apply. If You do notify Us in writing within the Notice Period that You intend to return the Equipment at the end of the Term, then You shall make the Equipment available for return in accordance with Section 12. This Agreement is non-cancelable for the full Term.

5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) (collectively "Claims") made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment or Our performance of any services hereunder, excluding any such Claims caused by Our gross negligence or willful misconduct. This obligation shall survive the termination of this Agreement. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment or Our performance of any services hereunder.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (identified above)		**Novatech, Inc.** ("We," "Us," "Our" and "Owner")	
By:	Date:	By:	Date:
X		X	
Print name:	Title:	Print name:	Title:

Approved as to Legal Form:

Jake Hubbell, City Attorney

6. DISCLAIMER. EXCEPT TO THE EXTENT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that this Agreement in the hands of an Assignee is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Agreement is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the manufacturer, which warranty rights We assign to You for the Term (provided You are not in default). You may contact Us for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. OWNERSHIP; USE AND MAINTENANCE. You will provide electrical power for the Equipment in accordance with manufacturer specifications, with suitable surge protectors and free of exposed wires, safety hazards or extension cords. You will maintain temperature, humidity and other environmental conditions at levels recommended by the manufacturer. You will locate the Equipment in an area with sufficient space for machine ventilation and adequate space for repairs as determined by Us. You will use supplies and paper specified by Us. You agree to maintain current anti-virus software for all computer systems connected to the Equipment and shall hold Us harmless in accordance with Section 8 for any damages caused by computer viruses. You are responsible for Equipment maintenance to the extent this Agreement does not require Us to provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the Service Payment portion of the Total Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to Us in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment. We will own and have title to the Equipment (excluding any software) during the Agreement. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition"). With respect to any equipment designated as "Service Only", You acknowledge and agree that: (i) We do not own such equipment, (ii) such equipment is not provided or rented to You pursuant to the terms of this Agreement, (iii) the Supplier has agreed to provide service and supplies for such equipment in accordance with the terms of this Section 7, and (iv) the portion of the Payment attributable to such "service only" equipment includes payment only for the service and supplies provided by the Supplier pursuant to this Section 2 and not for the use or rental of such equipment.

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during this Agreement, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, and (iii) carry public liability insurance covering bodily injury and property damage in an amount acceptable to Us. You agree to notify Us in writing of any loss. If a loss occurs and we have not otherwise agreed in writing, You will promptly pay to Us the unpaid balance of this Agreement, including any future payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to the present value at 2%. Any proceeds of insurance will be paid to Us and credited against the loss. You authorize Us to sign on Your behalf and appoint Us as your attorney-in-fact to endorse in Your name any insurance drafts or checks issued due to a loss.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement, or Transfer or Sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform any of Our obligations hereunder. Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment (collectively "Governmental Charges"). You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay us a fee for Our administration of taxes related to the Equipment. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You also agree to pay Us an Origination Fee in the amount set forth on Page 1 (or as otherwise agreed to). We may charge you a supply freight fee to cover our costs of shipping supplies to you. In connection with the expiration or earlier termination of this Agreement, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts.

11. DEFAULT; REMEDIES. You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer an adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to promptly return the Equipment at Your expense to any location(s) designated by Us, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Total Payments and other amounts then due and past due, (ii) all remaining Total Payments (excluding the Managed Network Services Payment portion of each Total Payment) for the remainder of the Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Agreement (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. Upon expiration of the Term, if You do not purchase the Equipment, You will return all of the Equipment to a location we specify, at your expense, in the continental United States. The Equipment must be returned to Us in Good Condition (defined in Section 7). You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting a data security standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if We assign this Agreement to an Assignee, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement shall be adjudicated in a federal or state court in such state, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Owner or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. MISCELLANEOUS. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees and parties having an economic interest in this Agreement and/or the Equipment. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

15. NTOUCH SUPPORT SERVICE. As used herein, "Software Support" means the technical service and training for computer connectivity to the Equipment, including loading print drivers, configuring scan settings, desktop faxing and troubleshooting problems printing individual files, complex job creation, and color matching. During the first 30 days of the Term, We will provide You with MFP App, Fiery Controller and Software Support for no additional charge. Thereafter We will continue to provide You with Software Support (a) for an additional payment of $15.00 per month for each item of Equipment (in addition to the Total Payments and other amounts due under this Agreement) for the Term if You checked the box for "NTouch Support Service Monthly Pay Option" on Page 1 of this Agreement, or (b) at the rate of $149 per hour if You checked the box for "NTouch Support Service Hourly Pay Option" on Page 1 of this Agreement. You acknowledge that the installation, operation, upgrade or maintenance of the Equipment or software can cause data and/or files to be accessed, deleted or damaged and You will take precautions to backup, secure and protect all software, data and removable storage media prior to requesting Us to provide any Software Support.

16. Managed Network Services: If the Payment includes a "Managed Network Services Payment," then We have agreed to provide You with remote network monitoring and maintenance, network security services and other network services (collectively, the "Managed Network Services") pursuant to a separate agreement relating thereto '(the "Managed Network Services Agreement"). Such Managed Network Services Agreement is separate and distinct from this Agreement and shall not affect Your obligations under this Agreement. The provision of the Managed Network Services will be governed solely by the Managed Network Services Agreement. As a convenience to You, We may 'provide You with one invoice covering (1) amounts owed under this Agreement, and (2) amounts owed under the Managed Network Services Agreement. If You have any dispute with Us regarding the Managed Network Services Payment or the Managed Network Services Agreement, You will continue to pay all Payments and other amounts due under this Agreement without deduction, offset or withholding of any amounts. The Managed Network Services Payment includes only the Managed Network Services and not possession, use, lease or rental of any Equipment. You and We may by written agreement add, modify or remove Managed Network Services and may modify the Managed Network Services Payment; provided that such agreement does not modify the Payment (excluding the Managed Network Services portion of the Payment) or any other term of this Agreement.

Addendum

Title of lease, rental or other agreement: Image Management Agreement NT117095 (the "**Agreement**")

Lessee/Renter/Customer: **Columbia, City of** ("**Customer**")

Lessor/Lender/Owner: **Novatech, Inc.** ("**Company**")

This Addendum (this "Addendum") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. SERVICE PAYMENT INCREASE: For the first three (3) years of the Term, Company shall not increase the Payment or the applicable Overage Charges but thereafter Customer agrees that Company may increase the Payment and/or the applicable Overage Charges once each year during the Term, by an amount not to exceed ten percent (10%) per year.

3. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

Customer (identified above): ***Columbia, City of***		**Company (identified above):** **Novatech, Inc.**	
By:	Date: / /	By:	Date: / /
Print name:	Title:	Print name:	Title:
		Agreement Number:	
		Master Agreement Number (if applicable):	

State and Local Government Addendum

NOVATECH INC
4106 CHARLOTTE AVE | NASHVILLE, TN 37209

Agreement Number **603-0305883-000** dated as of **February 20, 2025**

Name and Address of Customer ("You" and "Your"):
COLUMBIA, CITY OF DBA CITY OF COLUMBIA PUBLIC WORKS
110 Santa Fe Pike
Columbia, TN 38401-2332

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and NOVATECH INC ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. LIMITATIONS. The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

4. CHOICE OF GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.

5. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

IN WITNESS WHEREOF, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **NOVATECH INC**

By: Date:

Print Name and Title:

Customer: **COLUMBIA, CITY OF DBA CITY OF COLUMBIA PUBLIC WORKS**

By: Date:

Print Name and Title:

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Sourcewell

MASTER AGREEMENT #112124
CATEGORY: Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services
SUPPLIER: Konica Minolta Business Solutions U.S.A., Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Konica Minolta Business Solutions U.S.A., Inc., 1595 Spring Hill Road, Suite 410, Vienna, VA 22182 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #112124) to Participating Entities. In-Scope solutions include:

   a) Copiers, printers, scanners, and multi-function devices for the purpose of print, specialty print, duplication, reproduction, or imaging of documents or material across a broad range of output formats, qualities, and sizes, in a variety of device capabilities, such as mobile, desktop, and production units, and black and white or color format;

   b) Proposers may offer hardware, software, and accessories, to the extent that they are complementary and directly related to the solutions described in 7)a above;

   c) Services related to the solutions described in 7)a – b) above, including managed print services (MPS), access or security controls, networking, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include MPS-only or service-only solutions.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

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12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and that all Supplier-branded equipment and products are free from defects in design, materials, and workmanship. Third-party branded equipment and products are covered exclusively by the terms of the third-party manufacturer's warranty. In addition, Supplier warrants that Supplier-branded equipment and products will perform in accordance with the manufacturer's specifications, and the services will be performed in a professional, workmanlike manner, in accordance with industry standards as described in the statement of work. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Supplier's warranty and can be transferred will be passed on to the Participating Entity.

Supplier's entire liability for any warranty claim shall be for Supplier to repair or replace the defective Equipment and/or Products or re-perform the deficient Services, or, if Supplier fails to correct such defect or deficiency within thirty (30) days of notice of a claim, to void the invoice for the defective Equipment or Product or deficient Services. Supplier shall have no obligation with respect to a warranty claim (i) if notified of such claim more than thirty (30) days after the Product in question was delivered or the Services in question were first performed or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Participating Entity or a third party. THIS SECTION SETS FORTH THE ONLY WARRANTIES MADE BY SUPPLIER. SUPPLIER HEREBY

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of

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the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must disclose any lobbying with non-federal funds

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that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

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xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

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- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:

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- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell. All audits will be subject to reasonable conditions Supplier may impose to protect the confidentiality, integrity, and availability of its data and systems, will be conducted during Supplier's normal business hours, with reasonable advance written notice to Supplier, and with minimal disruption to Supplier's business.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

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13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by a party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, for bodily injury, including death, or real or tangible property damage, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees to the extent caused by the negligence (or greater culpability) of Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement to the extent the Included Solutions has been used according to its specifications. Supplier's indemnification obligations under this section are conditioned upon the indemnified party: (i) promptly notifying Supplier of any claim in writing; and, (ii) cooperating with Supplier in the defense of the claim. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier is not liable to Sourcewell or Participating Entities under this Agreement for any indirect, incidental, special, punitive, exemplary, or consequential damages (including, without limitation, damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expense of use), whether in an action in contract, warranty, tort (including, without limitation, negligence), or strict liability, even if the parties have been advised of the possibility of such liabilities.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional

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materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**
   i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises,

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operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. Supplier agrees that the renewal certificates shall be provided within ten (10) days after the inception of the renewal policies and shall be provided by Supplier's insurance broker(s). The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to include Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days

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in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute

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resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Force Majeure.** Neither party to this Contract will be held responsible for delay or default other than payment obligations, caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

8) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

9) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Konica Minolta Business Solutions U.S.A., Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Kristen McKenna 8AA1BAB6FBE54BB...
By: _____	By: _____
Jeremy Schwartz	Kristen McKenna
Title: Chief Procurement Officer	Title: Director, Government Contracts
Date: 1/9/2025 | 5:35 AM CST	Date: 1/8/2025 | 4:51 PM EST

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Jill Carlson, Sr. Administrative Assistant, jcarlson@columbiatn.com 931-560-1451

AGENDA ITEM TITLE:
APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE NON-EXCLUSIVE USE AND OCCUPANCY PERMIT BETWEEN THE CITY OF COLUMBIA AND THE SMYRNA ADULT SOFTBALL LEAGUE - WARD 4

RECOMMENDATION: Approve.

INFORMATION: The Smyrna Adult Softball League, formerly known as The Maury County Co-Ed Softball League, requests an annual Non-Exclusive Use Permit with the City of Columbia to utilize the fields at Ridley Sports Complex "A" for their 2025 season.

Attachments: Staff Report and Smyrna Adult Softball League Inc. with insurance.

CITY OF COLUMBIA
TENNESSEE

Parks and Recreation Department

NON-EXCLUSIVE
USE AND OCCUPANCY PERMIT
2025

This permit is executed by and between the City of Columbia, hereinafter called "City", and Smyrna Adult Softball League Inc., formerly known as Maury County Co-Ed Softball League, whose address is 201 Carrol Drive, Columbia, TN 38401, hereinafter called "Permittee".

WHEREAS, the City desires to provide facilities to its citizens, and non-commercial local societies, clubs and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities.

WHEREAS, the Permittee is such an organization and, in the promotion and sponsorship of such activities, generates revenues from voluntary contributions, special events, membership dues, fees and charges, and fund-raising projects.

NOW, THEREFORE, it is mutually agreed by and between the City and Permittee as follows:

1. PREMISES
City does hereby grant to Permittee a Non-Exclusive Use Permit for the use and occupancy of those certain premises described as, Ridley Sports Complex "A" hereinafter called "Premises."

2. TERM
The term of this permit shall begin on April 14, 2025 and shall terminate on April 13, 2026, unless sooner terminated as specified herein.

3. PURPOSE
The premises specified in this permit shall be used only for the purposes of developing, operating and maintaining a sports field complex in accordance with Permittee's league franchise(s) and for no other purpose other than provided herein.

4. PUBLIC USE
The general public shall not be excluded from these premises or any portion thereof. Permittee shall open premises to the public in accordance with the schedule approved by the Parks and Recreation Department Director or designated representative. Whenever the facility is not in use and it is reasonably practical, Permittee shall allow other organizations to utilize the premises for activities; provided said organizations have prior authorization by the Parks and Recreation Department Director or designated representative.

5. FEES

The Permittee shall pay the Columbia Parks & Recreation Department the following user fee with payments due on or before the 1st Friday of each month preceding use.

A. Spring Season, May – July, $50.00 per game day beginning April 14, 2025 and continuing through June 10, 2025. Permittee reserves the right to request extension of user fee rights through June 18, 2025 should such extension be necessary to complete the regular season schedule.

Games will be scheduled on Monday evenings. The necessary fields will be drug and lined each day that games are scheduled according to the Leagues Master Schedule provided to the Columbia Parks & Recreation Department. The Columbia Parks & Recreation Department will be notified of any schedule changes within 24 hours.

B. Fall Season, August – October, $100.00 per game day beginning August 17, 2025 and continuing through October 28, 2025. Games will be scheduled on Sunday evenings.

Permittee shall have the right to charge participants a reasonable fee designed to cover maintenance and program operation. Said fees will be subject to prior written approval of the Parks and Recreation Department Director or designated representative. Excessive fees or charges, which will have the effect of precluding low and moderate-income persons from using the site, shall not be permitted. All funds collected by the Permittee from the operation of the premises shall be used for the development, maintenance and program operation on the premises.

6. BY-LAWS

Membership in Permittee's organization shall be open to anyone meeting the requirements of its rules and by-laws. Permittee will not discriminate against a member because of age, race, color, religion, physical handicap, ancestry, sex or national origin. All restrictions, rules, and by-laws, if any, and changes thereto proposed by Permittee's organization shall require prior written approval from the Parks and Recreation Department Director or designated representative. A current copy of by-laws shall be on file in the Parks and Recreation Department office.

7. MAINTENANCE

Permittee shall assist in Premises maintenance by following means:

A. Permittee shall assist with routine janitorial services to include litter pick-up, monitoring of rest rooms, press boxes, dug outs and any trash removal.

B. Permittee shall provide all maintenance of improvements and structures installed by Permittee. The premises shall remain in a safe, clean, and sanitary condition acceptable to the Parks and Recreation Department Director, or designated representative.

C. City shall provide routine maintenance to rest rooms to ensure overall cleanliness, sanitation and operation including maintaining adequate supplies for use. Permittee shall monitor supplies in the City's absence to help prevent misuse.

D. City shall provide all routine and major maintenance for all grounds and facilities, other than improvements and structures installed by Permittee, to include but not limited to: fertilizing, watering, mowing, weeding, dragging and lining of fields, the repair of water and sewer lines, roadways and parking lots, and drainage systems.

E. City shall provide field marking supplies (chalk, paint, string), equipment (chalk machine, paint machine, field groomer), and personnel as necessary to prep all scheduled fields before games as agreed under Fee, Item #5: bullets A and B above.

8. IMPROVEMENTS/DEVELOPMENT

Permittee shall not make any improvements, changes or alterations or cause same to be made to the premises, without written authorization and approval from the Parks and Recreation Department Director or designated representative. All improvements shall be at no cost to City.

9. REMOVAL OF IMPROVEMENTS

City agrees that all fixtures and improvements installed by Permittee in accordance with the provisions herein provided, and not being a replacement or repair of or for any improvement or improvements now existing and belonging to City, shall be and remain the property of Permittee. Permittee shall have the right to remove at Permittee's own expense said fixtures and improvements prior to the automatic termination of this agreement or within fifteen (15) days after such earlier termination; provided that any damage to City's property or improvements shall be repaired and the premises left in as good order and condition as when Permittee took possession of the premises. In the event Permittee does not so remove said fixtures and improvements within the above specified time, the City may remove, or sell, or destroy the same at the expense of Permittee, and Permittee shall pay to City the reasonable cost of any such removal, sale or destruction together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or destruction. At the option of the City, any property, real or personal, not so removed by Permittee may be deemed abandoned.

10. OPERATION

All recreational programs, events, and activities sponsored by Permittee at said premises shall be at the sole cost and expense of Permittee and shall be approved by the Parks and Recreation Department Director, or designated representative, at least two weeks prior to the activity.

11. INDEMNITY

Permittee agrees to indemnify and save the City of Columbia and its agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to Permittee or any of Permittee's employees, representatives, agents, guests, licensees, patrons or of any other person whomsoever, and all expenses of investigating and defending against same:

A. Arising from or alleged to have arisen from or connected with the use of or operations on the permit premises; or

B. Caused or claimed to be caused by the independent acts of Permittee, Permittee's agents or employees, or the concurrent acts of the Permittee, the City or their agents or employees.

12. ADVERTISING

Permittee shall not place or cause to be placed upon the premises any billboards, banners, posters, or any other media advertising products or services, without the approval of Columbia Parks & Recreation Department. Signs of any nature installed on said premises must be first authorized and approved by City. This provision does not include uniforms as provided by team sponsors.

13. POSSESSOR INTEREST AND TAXES

This permit may create a taxable possessor interest in Permittee; therefore, as further consideration for the execution of this permit, Permittee agrees to pay and discharge before delinquency, all taxes and assessments, which may be levied against said premises by reason of any interest of Permittee during, said term.

14. NON-EXCLUSIVE OCCUPANCY

It is specifically understood and agreed that Permittee's use hereunder shall be non-exclusive and shall not result in any proprietary rights. City reserves, and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition thereof, or to protect its interest in the premises or to inspect the operations.

15. COMPLIANCE WITH THE LAW

Permittee shall, at its sole cost and expense, comply with all the requirements of all Municipal, State and Federal authorities now in effect or which may be in effect which pertain to the permit premises or any operations of the Permittee conducted thereon.

16. INSURANCE

On or before the execution date of this Permit by the City, Permittee shall submit to City an insurance policy or Certificate of Insurance evidencing that Permittee has obtained from a generally recognized insurer, insurance in the following form and minimum amounts specified.

Comprehensive General Liability insurance of:

A.	$1,000,000	Bodily Injury - per person
B.	$2,000,000	Bodily Injury - Each Occurrence
C.	$ 250,000	Property Damage

The Policy shall name the City of Columbia as additional insured. The Policy of Insurance shall contain the following clauses:

"It is agreed that the Policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Parks and Recreation Department Director of the City of Columbia, shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to said Director, as evidenced by properly validated return receipt."

"The insured waives any right of subrogation against City of Columbia which might arise by reason of any payment under this Policy."

The City reserves the right to re-evaluate the amount and type of insurance required during the term of this permit. Permittee shall provide the amount and type of insurance as required by the Parks and Recreation Department Director within thirty (30) days after Permittee shall have received written notice of such requirement.

17. EQUAL OPPORTUNITY

Permittee will not discriminate against any employee or applicant for employment because of age, race, color, religion, physical handicap, ancestry, sex or national origin. This provision shall include, but is not limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

18. NON-DISCRIMINATION

Permittee, in the operations to be conducted pursuant to the provisions of this permit and otherwise in the use of the facility, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed or national origin, sex, age, handicap, or marital status in any manner.

19. DRUG AND ALCOHOL POLICY

In accordance with City of Columbia Substance Abuse Policy (Change 1) dated November 1, 1993, neither Permittee nor its employees, consultants agents or contractors while in any way using the permitted property, shall be in any way impaired because of being under the influence of alcohol or a drug, shall possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug, or shall sell, offer or provide alcohol or a drug to another person.

20. UTILITIES AND SERVICES

The City shall provide all utilities and services on the Ridley Park Sports Complex.

21. AMENDMENT TO PERMIT

This Permit fully expresses all understanding of the parties to this Permit and no verbal understanding of the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Permit and duly approved and executed by Permittee and Parks and Recreation Department Director.

22. PARTIAL INVALIDITY

If any provision of this Permit or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Permit shall be valid and be enforced to the fullest extent permitted by law.

23. GOVERNING LAW

This Permit shall in every respect be binding upon the parties hereto and their respective successors and assigns. The laws of the State of Tennessee shall govern this Permit.

24. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Permit shall be deemed to be inserted herein and the Permit shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party the Permit shall forthwith be physically amended to make such insertion or correction.

25. NOTICE

Any notices required or permitted to be given pursuant to this Permit may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

PERMITTEE
Smyrna Adult League Softball, Inc
c/o Daniel Doubler, President
201 Carroll Drive
Columbia, TN 38401
Phone: (931) 216-2594

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

26. SPECIAL PROVISIONS

In the event there is any conflict between the following special provisions and any other provisions of this permit, the special provisions shall govern. The special provisions are as follows:

- The Permittee shall provide proof of indemnification insurance to the Parks and Recreation Department to be submitted with the agenda packet for council approval.
- Permittee must also provide a copy of the league rules and by-laws when returning this document to Columbia Parks & Recreation Department. A copy of the weekly game schedule must be provided when it is completed.
- The Permittee shall not commence practice sessions or games at premises until contract terms are approved by Council and signed by all parties as required.
- Permittee shall not sublet, transfer, or assign the fields to any other organizations or groups outside of Permittee for any reason. This includes nonfood items to be sold as concessions: hats, helmets, t-shirts, customizations, and etc.
- All organizations and groups outside of Permittee must have written permission from the Parks & Recreation Director or Designee prior to use of fields.
- The City's Logo may not be used on any concession products without the City's approval.
- The Parks & Recreation Director or his Designee will coordinate efforts with the Permittee to confirm field availability prior to approving other organizations usage of the facilities during the term of this agreement.
- Permittee shall have the right to charge a fee for groups or individuals to provide clinics, teachings, or instructional classes for league participants. All funds collected by Permittee shall be used for premises development, maintenance, and program operation.
- The Permittee reserves the right to govern its membership according to the published by-laws provided and on-file with Columbia Parks & Recreation Department
- The parties agree to attempt to execute any renewal of this agreement with such revisions as necessary within 30 days of the expiration date on this agreement.

27. TERMINATION

A. FOR CAUSE: The Parks and Recreation Department Director, by giving written notification specifying an effective date, not less than five (5) days after the date of written notification, may terminate this Permit on behalf of the City, in whole or part, for cause which shall include:

1.) Failure for any reason of Permittee to fulfill its obligations under this Permit in a timely manner acceptable to the Parks and Recreation Department Director, including non-compliance with other City directives, Federal, State and local statutes, rules, laws, regulations or directives non-applicable or as may become applicable.

2.) Any ineffective or improper use of the site by Permittee, its employees, agents, subcontractors, guests, or any person or group under Permittee's responsibility.

3.) Any conduct on the site by Permittee, its employees, agents or subcontractors unacceptable to the Parks and Recreation Department Director.

B. FOR CONVENIENCE: Either City or Permittee may seek termination of this Permit upon thirty (30) days written notice to the other party.

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

PERMITTEE

By _____

Daniel Doubler, President
Maury County Co-Ed Softball League

Date 3-24-25

CITY OF COLUMBIA

By _____

Mackel Reagan, Director
Parks & Recreation

Date _____

By _____

Charles (Chaz) M. Molder,
Mayor

Date _____

Legal Form Approved:

By _____

Jake Hubbell,
City Attorney

Date: 3/28/25

By _____

Thad H. Jablonski, City Recorder

Date _____

Title VI Policy
City of Columbia, Tennessee

It is the policy of the City of Columbia to ensure that no citizen shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Daryl Chappell	
Chappell Insurance 4335 Cox Rd, Ste 4335 Glen Allen, VA, 23060	PHONE (A/C, No. Ext): 804-733-2020	FAX (A/C, No): 804-591-1603
	E-MAIL ADDRESS: daryl@chappellinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Smyrna Adult Softball League, Inc. 201 Carol Drive Columbia, TN 38401	INSURER A: SiriusPoint America Insurance Company	38776
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: NS-AI-329 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC X OTHER	X		PLH02GL00000691	01/01/2025 12:01 AM	01/01/2026 12:01 AM	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$5,000,000
							PRODUCTS-COMP/OP AGG	$2,000,000
							Participant Legal Liability	$1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	$
							AGGREGATE	$
								$
							EXCESS MEDICAL	$
							DEDUCTIBLE	$

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

The certificate holder is an additional insured but only with respect to the operations of the named insured. Smyrna Adult Softball League, Inc. and its director(s) is a named insured on this policy.This policy covers Smyrna Adult Softball League, Inc. activities only.

Coverage Effective From 10:05 AM on 02/21/2025 TO 01/01/2026

CERTIFICATE HOLDER	CANCELLATION
City of Columbia 700 Garden Street Columbia, TN 38401 Certificate Number: NS-AI-329	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Daryl Chappell

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Notice to Texas Insureds: The insurer for the purchasing group may not be covered by an insurance insolvency guarantee fund or similar mechanism and the insurer of the group is not subject to all the insurance laws and regulations of this state.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Kellye Murphy, Marketing & Tourism Director, kmurphy@columbiatn.gov, 931-560-1010

AGENDA ITEM 7.10. TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA, TANGRAM DESIGN, LLC, AND JARVIS SIGNS IN THE AMOUNT OF $75,328 FOR PROFESSIONAL SERVICES - CITYWIDE WAYFINDING SIGNAGE MASTER PLAN IMPLEMENTATION.

RECOMMENDATION: Approve

INFORMATION: The design/build team of Tangram Designs & Jarvis Signs will prepare engineered documents, plans, & TDOT approval for a fully executed, phased Wayfinding Signage Master Plan. Following work by Tangram/Jarvis team, an implementation program will be proposed in the FY 2026 budget for phase one.

CERTIFICATION: The Chief Financial Officer certifies that $75,328 is budgeted and unencumbered in General Government – Professional Services.

ATTACHMENTS: Staff Report Tangram Jarvis; City of Columbia, TN Agreement V3

tangram

Tangram Design Professional Services Agreement

This AGREEMENT is made as of the **18** day of **March** in the year of **2025**, by and between the following parties, for services in connection with the Project identified herein.

DESIGNER

Tangram Design, LLC
878 Santa Fe Drive, Unit 1
Denver, CO 80204
(303) 777-8878
email: george@tangramdesignllc.com

CLIENT

City of Columbia
700 N Garden Street
Columbia, TN 38401
(931) 560-1560

PROJECT

Citywide Wayfinding Signage Master Plan

This Agreement for the implementation of a **Citywide Wayfinding Signage Master Plan** is between the Design/Build team of **Tangram Design, LLC and Jarvis Signs (Tangram/Jarvis)**, and the **City of Columbia, TN (Client)** for the performance of the services described herein for the not to exceed amount of **$75,328**. By their execution, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party.

Project Objective:
Impliment a new Citywide Wayfinding Signage Program:
Tangram/Jarvis will review the design and graphic standards for the vehicular wayfinding signage and welcome signs that has been set forth in the **Wayfinding Sign System Master Plan by Frazier Associates Construction Intent Package dated 08/15/2019**. Provide recommendations and advise the client on best practices. Apply approved final standards to a **New Pedestrian Wayfinding Signage Program**. Include recommendations for preferred sign location placement in specified areas. Develop a **Design and Graphic Standard** for cohesive and holistic vehicular and pedestrian wayfinding signage program for the City of Columbia. After the Client has approved a final design direction, for the Citywide Wayfinding Signage Master Plan, **Jarvis Signs** will submit a **proposal for the fabrication and installatio**n of the Citywide Wayfinding Signage Master Plan.

Phase 1 Assessment, Review and Concept Development:
Tangram/Jarvis will provide the following:
Tangram will perform a Current Conditions Assessment
Tangram/Jarvis Review Concept Design Intent Package by Frazier
Tangram will develop a Pedestrian Wayfinding Signage Program
Jarvis will provide Budgeting for revised Concepts (Two (2) Rounds)
Tangram will coordinate with the Client to develop a Nomenclature / Identify Destinations and Historic Landmark Recognition Programming:
Tangram will review Previous Message Schedule and Location Plan by Frazier and give feedback to the client.
Tangram Develop Pedestrian Wayfinding Signage Program for the City/Downtown Area

continued on the next page:

Phase 2:

Jarvis Signs will provide the following:

Jarvis Signs will develop detailed shop drawings for review and approval.

Jarvis Signs will provide the engineered stamped drawing for review and approval.

Jarvis Signs will Fabricate and Install all approved signs.

Jarvis Signs will evaluate all locations, pull all permits, coordinate with TDOT and conduct all locates before installation.

Tangram will be the **Construction Administrator (CA)** on this project.

- Will review Prototypes
- Will perform the Punch Walk/Punch List on this project.
- Will develop a Phasing Plan

All work above will be completed in a twelve month schedule after receiving a Notice To Proceed (NTP) from the client.

The Schedule is subject to change if scope or decisions are made beyond the agreed to identified scope.

This Agreement for the Design/Build Services is between **Tangram Design, LLC and Jarvis Signs (Tangram/Jarvis)**, and **The City of Columbia, TN** ("Client") for the performance of the services described in the proposal sent to the Client on **03/18/2025** (in the Project Approach section of the submission). The parties therefore agree as follows:

Basic Terms and Conditions

1. DEFINITIONS

As used herein and throughout this Agreement:

1.1 Agreement means the entire content of this document,which comprises this Basic Terms and Conditions document, Supplement 1, Attachment A: Project Approach, Attachment B: Project Schedule and Attachment C: Fee Proposal.

1.2 Client Content means all materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3 Copyrights means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

1.4 Deliverables means the services and work product specified in the Proposal to be delivered by Designer to Client, in the form and media specified in the Proposal.

1.5 Designer Tools means all design tools developed and/or utilized by Designer in performing the Services.

1.6 Final Art means all creative content developed or created by Designer, or commissioned by Designer, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including and by way of example, not limitation, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to Client Content, and Designer's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.

1.7 Final Deliverables means the final versions of Deliverables provided by Designer and accepted by Client.

1.8 Preliminary Works means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Designer and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Art.

1.9 Project means the scope and purpose of the Client's identified usage of the work product as described in the Proposal.

1.10 Services means all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Proposal.

1.11 Third Party Materials means proprietary third party materials which are incorporated into the Final Deliverables.

1.12 Trademarks means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of Client.

2. PROPOSAL

The terms of the Proposal shall be effective for 30 days after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

3. FEES AND CHARGES

3.1 Fees. In consideration of the Services to be performed by Designer, Client shall pay to Designer fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.

3.2 Expenses. If not identified in the proposal, Client shall pay Designer's expenses incurred in connection with this Agreement as follows: (a) incidental and out-of-pocket expenses including costs for postage, shipping, overnight courier, typesetting, blueprints, models, presentation materials, photocopies, parking fees and tolls, and taxis at

cost and mileage reimbursement at $.58.5 per mile (b) travel expenses including transportation, meals, and lodging, incurred by Designer with Client's prior approval.

3.3 Additional Costs. Any and all outside costs including, but not limited to, equipment rental, photography and/or artwork licenses, prototype production costs, fabrication and installation cost and fees, music licenses and online application access or hosting fees, will be billed to Client.

3.4 Invoices. All invoices are payable within 30 days of receipt. A monthly service charge of 1.5% [or the greatest amount allowed by state law] is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Designer reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

4. CHANGES

4.1 General Changes. Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Designer's standard hourly rate of Designer's Hourly Rate per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes. Any changes, and compensation owed for changes, shall not be valid unless approved in writing by the NDD prior to Designer performing any changes in the work.

4.2 Substantive Changes. If Client requests or instructs Changes that amount to a revision of at least 15% of the time required to produce the Deliverables, and or the value or scope of the Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Designer.

4.3 Timing. Designer will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Designer. The Designer shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that Designer's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or Designer's obligations under this Agreement.

4.4 Testing and Acceptance. Designer will exercise commercially reasonable efforts to test Deliverables requiring testing and to make all necessary corrections prior to providing Deliverables to Client. Client, within 5 business days of receipt of each Deliverable, shall notify Designer, in writing, of any failure of such Deliverable to comply with the specifications set forth in the Proposal, or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Designer will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client, the Deliverable shall be deemed accepted.

5. CLIENT RESPONSIBILITIES

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

(a) coordination of any decision-making with parties other than the Designer;

(b) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal; and

(c) final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors.

6. ACCREDITATION/PROMOTIONS

All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Designer's name in the form, size and location as incorporated by Designer in the Deliverables, as long as said location is unobtrusive and approved by the Client. Designer retains the right to reproduce, publish and display the Deliverables in Designer's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

7. CONFIDENTIAL INFORMATION

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

8. RELATIONSHIP OF THE PARTIES

8.1 Independent Contractor. Designer is an independent contractor, not an employee of Client or any company affiliated with Client. Designer shall provide the Services under the general direction of Client, but Designer shall determine, in Designer's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Designer and the work product or Deliverables prepared by Designer shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

8.2 Designer Agents. Designer shall be permitted to engage and/or use third party designers or other service providers as independent contractors in connection with the Services ("Design Agents"). Notwithstanding, Designer shall remain fully responsible for such Design Agents' compliance with the various terms and conditions of this Agreement.

8.3 No Solicitation. During the term of this Agreement, and for a period of six (6) months after expiration or termination of this Agreement, Client agrees not to solicit, recruit, engage or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire or any other kind of basis, any Designer, employee or Design Agent of Designer, whether or not said person has been assigned to perform tasks under this Agreement. In the event such employment, consultation or work-for-hire event occurs, Client agrees that Designer shall be entitled to an agency commission to be the greater of, either (a) 25 percent of said person's starting salary with Client, or (b) 25 percent of fees paid to said person if engaged by Client as an independent contractor. In the event of (a) above, payment of the commission will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which

the independent contractor performed services for Client. Designer, in the event of nonpayment and in connection with this section, shall be entitled to seek all remedies under law and equity.

8.4 No Exclusivity. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Designer, and Designer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Designer.

9. WARRANTIES AND REPRESENTATIONS

9.1 By Client. Client represents, warrants and covenants to Designer that:

(a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content,

(b) to the best of Client's knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties,

(c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and

(d) Client shall comply with all laws and regulations as they relate to the Services and Deliverables.

9.2 By Designer

(a) Designer hereby represents, warrants and covenants to Client that Designer will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services.

(b) Designer further represents, warrants and covenants to Client that (i) except for Third Party Materials and Client Content, the Final Deliverables shall be the original work of Designer and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by Designer, Designer shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for Designer to grant the intellectual property rights provided in this Agreement, and (iii) to the best of Designer's knowledge, the Final Art provided by Designer and Designer's subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties. In the event Client or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Designer shall be void.

(c) Except for the express representations and warranties stated in this agreement, designer makes no warranties whatsoever, designer explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.

10. INDEMNIFICATION/LIABILITY

10.1 By Client. Client agrees to indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Designer shall promptly notify Client in writing of any claim or suit;

(a) Client has sole control of the defense and all related settlement negotiations; and

(b) Designer provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section.

10.2 By Designer. Subject to the terms, conditions, express representations and warranties provided in this Agreement, Designer agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Designer's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client provided that:

(a) Client promptly notifies Designer in writing of the claim;

(b) Designer shall have sole control of the defense and all related settlement negotiations; and

(c) Client shall provide Designer with the assistance, information and authority necessary to perform Designer's obligations under this section. Notwithstanding the foregoing, Designer shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Designer.

10.3 Limitation of Liability. The services and the work product of designer are sold "as is." In all circumstances, the maximum liability of designer, its directors, officers, employees, design agents and affiliates ("Designer Parties"), to client for damages for any and all causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the sums paid under this Agreement to the designer. In no event shall designer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by designer, even if designer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

11. TERM AND TERMINATION

11.1 This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

11.2 This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within 10 days from receipt of written notice of such breach.

11.3 In the event of termination, Designer shall be compensated for the Services performed through the date of termination in the amount of a prorated portion of the fees due and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

11.4 In the event of termination by Client and upon full payment of compensation as provided herein, Designer grants to Client such right and title as provided for in Schedule A of this Agreement with respect to those Deliverables provided to, and accepted by Client as of the date of termination.

11.5 Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

12. GENERAL

12.1 Modification/Waiver. This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that Designer's invoices may include, and Client shall pay, expenses or costs that Client authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

12.2 Notices. All notices to be given hereunder shall be transmitted in writing either by electronic mail with return confirmation of receipt or by certified or registered mail,

return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of email, upon confirmation of receipt.

12.3 No Assignment. Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party.

12.4 Force Majeure. Designer shall not be deemed in breach of this Agreement if Designer is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of Designer or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Designer's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Designer shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

12.5 Governing Law and Dispute Resolution. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and **Maury County, Tennessee** without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of **Tennessee**. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Designer will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Designer shall be entitled to seek equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

12.6 Sever-ability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

12.7 Headings. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

12.8 Integration. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control. This Agreement comprises this Basic Terms and Conditions document, Project Approach, Project Schedule and Fee Proposal identified in the original RFP Response dated 05/13/2022.

By their execution, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

Supplement 1: Environmental Graphic Design-Specific Terms and Conditions

1. PHOTOGRAPHS OF THE PROJECT

Designer shall have the right to document, photograph or otherwise record all completed designs or installations of the Project, and to reproduce, publish and display such documentation, photographs or records for Designer's promotional purposes in accordance with Section 6 of the Basic Terms and Conditions of this Agreement.

2. ADDITIONAL CLIENT RESPONSIBILITIES

Client acknowledges that Client shall be responsible for performing the following in a reasonable and timely manner:

(a) Communication of administrative or operational decisions if they affect the design or production of Deliverables, and coordination of required public approvals and meetings.

(b) Provision of accurate and complete information and materials requested by Designer such as, by way of example, not limitation, site plans, building plans and elevations, utility locations, color/material samples and all applicable codes, rules and regulation information.

(c) Provision of approved naming, nomenclature; securing approvals and correct copy from third parties such as, by way of example, not limitation, end users or donors as may be necessary.

(d) Final proofreading and written approval of all project documents including, by way of example, not limitation, artwork, message schedules, sign location plans and design drawings before their release for fabrication or installation. In the event that Client has approved work containing errors or omissions, such as, by way of example, not limitation, typographic errors or misspellings, Client shall incur the cost of correcting such errors.

(e) Arranging for the documentation, permissions, licensing and implementation of all electrical, structural or mechanical elements needed to support, house or power signage; coordination of sign manufacture and installation with other trades.

(f) Bid solicitation and contract negotiation; sourcing, establishment of final pricing and contract terms directly with fabricators or vendors.

3. ENGINEERING

The Services shall include the selection and specifications for materials and construction details as described in the Proposal. However, Client acknowledges and agrees [that Designer is not a licensed engineer or architect, and] that responsibility for the interpretation of design drawings and] the design and engineering of all work performed under this Agreement ("Engineering") is the sole responsibility of Client and/or its architect, engineer or fabricator.

4. IMPLEMENTATION

Client expressly acknowledges and agrees that the estimates provided in the Proposal, at any time during the project for implementation charges such as, including, but not limited to, fabrication or installation are for planning purposes only. Such estimates represent the best judgment of Designer or its consultants at the time of the Proposal, but shall not be considered a representation or guarantee that project bids or costs will not vary. Client shall contract and pay those parties directly responsible for implementation services such as fabrication or installation ("Implementation"). Designer shall not be responsible for the quality or timeliness of the third-party Implementation services, irrespective of whether Designer assists or advises Client in evaluating, selecting or monitoring the provider of such services.

5. COMPLIANCE WITH LAWS

Designer shall use commercially reasonable efforts to ensure that all Final Deliverables shall be designed to comply with the applicable rules and regulations such as the Americans with Disabilities Act (ADA) and Federal Highway Association (FHWA). Designer shall use commercially reasonable efforts to ensure the suitability and conformance of the Final Deliverables.

DESIGNER:



Signature

George Lim

Print Name

Owner

Title

03/18/2025

Date

CLIENT:

Signature

Print Name

Title

Date

FABRICATOR:

Signature

Rodney Jarvis

Print Name

Title

Date

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 $324,000 TO SDH NASHVILLE, LLC FOR PARTIAL SURETY RELEASE FOR BAKER CREEK PLACE - DEVELOPMENT SERVICES DEPARTMENT

RECOMMENDATION: Approve Release of 90% Surety Bond.

INFORMATION: On April 28, 2023, a Business Surety check in the amount of $360,000 was received from SDH NASHVILLE, LLC to ensure the completion of roads, striping, signage, drainage, grading, street lighting, landscaping and offsite improvements for Baker Creek Place. At this time, Preliminary Acceptance has been granted to SDH Nashville and they are requesting release of 90% Surety Bond for the 12-month maintenance period. The City of Columbia will retain $36,000 of the original Surety Bond until Final Acceptance.

CERTIFICATION:

ATTACHMENTS: Staff Report Business Surety for Baker Creek Place ;Preliminary Acceptance Letter of Baker Creek Place; Bake Creek Place Surety SDH Nashville

CITY OF COLUMBIA
TENNESSEE

Development Services

March 21, 2025

SDH Nashville, LLC
361 Mallory Station Rd., Ste. 103
Franklin, TN 37067-8254

RE: Preliminary Acceptance of Baker Creek Place

Dear Mr. Harris:

The City of Columbia received your request to accept the maintenance of roads and drainage in Baker Creek Place. The Engineering and Public Works Departments sent you items to correct, and those items are complete or tied to other sureties.

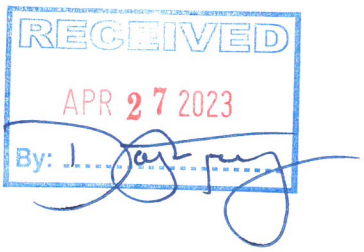
At this time, you are granted preliminary acceptance of Baker Creek Place and should reduce your Surety (Business Surety Check 6699501419) to $36,000 for a 12-month maintenance period.

At the end of the 12-month maintenance period, you should write a letter requesting final acceptance, which will initiate the Development Services Department to prepare a resolution for City Council. Please feel free to call if you have any questions or need any additional information.

Respectfully,

Glenn Harper, P.E.
City Engineer

Surety Guarantee



DATE: April 28, 2023
EXPIRATION DATE: April 28, 2024

TO: CITY OF COLUMBIA
700 NORTH GARDEN STREEET
COLUMBIA, TENNESSEE 38401

RE: Deposited Check #6699501419 from SDH Nashville, LLC for Baker Creek Place Subdivision, Columbia, Tennessee 38401.

The Developer hereby issues in your favor a business check for the account of Wells Fargo Bank for an amount not to exceed in the aggregate U.S. Dollars $360,000.00 effective April 27, 2023. The purpose of this Deposited Business Check # 6699501419 is to ensure the completion of roads, striping, signage, curbing, sidewalks, drainage, grading and street lighting for Baker Creek Place Subdivision, Columbia, Tennessee 38401 as required by the City of Columbia.

These funds are available if SDH Nashville, LLC fail to perform the completion of roads, striping, signage, curbing, sidewalks, drainage, grading or street lighting for Baker Creek Place 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.

SDH Nashville, LLC
Matthew Fawcett
OWNER

SDH Nashville, LLC
DEVELOPER

VP Land
TITLE

VP Land
TITLE

ATTEST:

Douglas Toney
Assistant city Engineer
TITLE

ATTEST:

Douglas Toney
Assistant city Engineer
TITLE

Receipt Date: 4/28/2023

City Of Columbia

700 North Garden Street
Columbia, TN 38401
(931) 560-1500
Receipt Number: 10092353

Miscellaneous Receipt

Name: SDH NASHVILLE LLC

Code: 999-MISCELLANEOUS
Amt: $360,000.00
MR #: 10074854

Description: BAKER CREEK SUBDIVISON
Reference: BAKER CREEK PLACE
Notes:

GL Account	Description	Amount
110-21502-	Letters Of Credit/Surety Bonds/Called Bonds	360000.00

Payment Information

Check 6699501419 $360,000.00 Paid By: SDH NASHVILLE LLC

Amount Tendered: $360,000.00
Total Paid: $360,000.00
Change: $0.00

☐ Voided

Batch: LS - 4/28/2023

Collecting Official, City Of Columbia

4/28/2023 12:43 Page 1 of 1

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: REQUEST FROM NILESH PATEL FOR AN EXTENSION ON HIS CERTIFICATE OF COMPLIANCE FOR 2479 NASHVILLE HIGHWAY, COLUMBIA, TN.

RECOMMENDATION:

INFORMATION: Mr. Patel has formally requested an extension for his certificate of compliance located at 2479 Nashville Highway. The City's Municipal Code, Title 8, Chapter 1, Section 8-103 outlines the procedure for such requests. The certificate of compliance for Mr. Patel was approved by Council on April 11, 2024.

CERTIFICATION:

ATTACHMENTS: Staff Report, Patel Extension Request w/Municipal Code Section.

Nilesh Patel
Arden Village Wine & Spirits
2479 Nashville Hwy
Columbia, TN 38401
Certificate of Compliance

Dear all,

I, Nilesh Patel, am writing to request an extension to the Certificate of Compliance for Retail Package Store issued for Arden Village Wine & Spirits at 2479 Nashville Hwy, Columbia, TN 38401. This is a property we have been working hard with our contracting team to get our building built for a Package Store over some time. As the opportunity came for a liquor license opening in the City of Columbia, we purchased this property solely to build a Package Store. Then I put my name down for obtaining a liquor license and was issued a Certificate of Compliance on April 12, 2024. As the time passes our engineers have been working with the City of Columbia to get approvals for our plans for the building. We have put in a lot of time and expenses in this project to get this building up for a Package Store. This process is taking more time than expected. At the current state we hope to have approvals soon to build on the property and would like to request an extension to the Certificate of Compliance so I can proceed to open a Package Store at this location.

Sincerely,

Nilesh Patel

TITLE 8

ALCOHOLIC BEVERAGES[1]

CHAPTER
1. INTOXICATING LIQUORS.
2. BEER.

CHAPTER 1

INTOXICATING LIQUORS

SECTION
8-101. Subject to regulation.
8-102. Terms defined.
8-103. Certificate of compliance required prior to issuance of license.
8-104. Location restrictions on retailers.
8-105. Limitation on number of retailers.
8-106. Full and accurate disclosure required.
8-107. Inspection fee.
8-108. Failure to pay license or inspection fee, etc.
8-109. City manager may examine books, papers, etc., of dealers.
8-110. Chapter not applicable to beer.
8-111. Regulation of retailers.
8-112.--8-123. Deleted.

8-101. Subject to regulation. It shall be unlawful to engage in the business of selling, storing, transporting, or distributing, or to purchase or possess alcoholic beverages within the corporate limits of this municipality except as provided by Tennessee Code Annotated, title 57, and by rules and regulations promulgated thereunder, and as provided in this chapter. (1968 Code, § 2-101, as replaced by Ord. #4096, Dec. 2016)

8-102. Terms defined. Whenever used herein unless the context requires otherwise:

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[1]Municipal code references
Drinking beer, etc., on streets, etc.: § 11-101.
Minors in beer places: § 11-102.
Privilege tax for consumption on the premises: title 5, chapter 7.
State law reference
Tennessee Code Annotated, title 57.

(1) "Alcoholic beverage" or "beverage" means and includes alcohol, spirits, liquor, wine, high alcohol content beer, and every liquid containing alcohol, spirits, wine, and high alcohol content beer and capable of being consumed by a human being, other than patent medicine or beer, as defined in Tennessee Code Annotated, § 57-5-101(b), as the same may be amended, supplemented or replaced.

(2) "Certificate" or "certificate of compliance" means the certificate required pursuant to Tennessee Code Annotated, §§ 57-3-208, 57-3-213, and 57-3-806, as the same may be amended, supplemented or replaced, and subject to the provisions set forth in this article for issuance of such a certificate.

(3) "License" means a license issued by the alcoholic beverage commission of the state pursuant to Tennessee Code Annotated, §§ 57-3-204 or 57-3-803, as the same may be amended, supplemented or replaced, provided that the issuance of licenses shall be subject to the restrictions set forth in this article.

(4) "Licensee" means any person to whom a license has been issued.

(5) "High alcohol content beer" means an alcoholic beverage which is beer, ale or other malt beverage as further defined in Tennessee Code Annotated, § 57-3-101, that is brewed, regulated, distributed or sold pursuant to Tennessee Code Annotated, title 57, chapter 3.

(7) "Manufacture" means and includes brewing high alcohol content beer, distilling, rectifying and operating a winery.

(8) "Manufacturer" means and includes a brewer of high alcohol content beer, distiller, vintner and rectifier;

(9) "Retail sale" or "sale at retail" means a sale to a consumer or to any person for any purpose other than for resale.

(10) "Retailer" means any person who sells at retail any beverage for the sale of which a license is required under the provisions herein.

(11) "Retail food store" means an establishment which is eligible for the issuance of a retail food store wine license by the alcoholic beverage commission of the state, pursuant to Tennessee Code Annotated, title 57, chapter 3, part 8.

(12) "Retail liquor store" means any business which is required to have a license for the retail sale of alcoholic spirituous beverages, including beer and malt beverages, under the provisions of Tennessee Code Annotated, tile 57, chapter 3, part 2.

(13) "Wholesale sale" or "sale at wholesale" means a sale to any person for purposes of resale.

(14) "Wholesaler" means any person who sells at wholesale any beverage for the sale of which a license is required under the provisions of Tennessee Code Annotated, §§ 57-3-101--57-3-110.

(15) "Wine" means the product of the normal alcoholic fermentation of the juice of fresh, sound, ripe grapes, as further defined by Tennessee Code Annotated, §§ 57-3-101 and 57-3-802, as the same may be amended,

supplemented or replaced. (1968 Code, § 2-102, as replaced by Ord. #4096, Dec. 2016)

8-103. Certificate of compliance required prior to issuance of license. As a condition precedent to the issuance of a license by the state alcoholic beverage commission, an applicant for a license shall first obtain a certificate of compliance from the city, as provided below:

(1) Any person intending to apply for a state license for a retail liquor store shall first apply for a certificate of compliance from the city, pursuant to Tennessee Code Annotated, § 57-3-803. The application for a certificate shall be in writing on a form furnished by the city recorder. The application shall identify the name and address of the owner of the property for which the certificate is sought, and shall be accompanied by evidence that the owner has agreed to allow the proposed retail store to be operated on the property upon issuance of a license. Applications will be considered in the chronological order in which they are received, and no consideration will be given to the fact that other applications have subsequently been received. The certificate shall be granted or denied by the city council within sixty (60) days after the application for the certificate is submitted to the city recorder and, if granted, shall be signed by the mayor or a majority of the city council. A certificate of compliance for a retail liquor store shall expire and become void if the applicant to whom the certificate was granted fails to apply for a license from the alcoholic beverage commission within six months of the date of the certificate, or if the retail liquor store for which a certificate was granted is not in operation within twelve (12) months following the issuance of the certificate; provided, however, that the city council may, upon written request of the applicant, extend the expiration date of a certificate for up to three (3) additional months in the event of circumstances beyond the applicant's control. If a certificate becomes void, no new certificate may be issued to the same applicant unless a new application is submitted and all applicable requirements of this article are met at the time the new application is received. The mayor shall be authorized to issue a certificate of compliance required in connection with the renewal of an existing license pursuant to Tennessee Code Annotated, § 57-3-213 without deliberation by the full city council. If the mayor fails or refuses to issue a certificate required in connection with a license renewal, members of the city council may sign the certificate and the certificate shall be issued when a majority of the members of the city council have signed it.

(2) Any person intending to apply for a state license for the sale of wine at a retail food store shall first apply for a certificate of compliance from the city, pursuant to Tennessee Code Annotated, § 57-3-208. The application for a certificate shall be in writing on a form furnished by the city recorder. Upon verification that the applicant meets the requirements of Tennessee Code Annotated, § 57-3-208(b), the mayor may issue the certificate without action by

the city council. Alternatively, members of the city council may sign the certificate and the certificate shall be issued when a majority of the members of the city council have signed it. The certificate shall be granted or denied within 60 days after the application for the certificate is submitted to the city recorder. A certificate of compliance for the sale of wine at a retail food store shall expire and become void if the applicant to whom the certificate was granted fails to apply for a license from the alcoholic beverage commission within six (6) months of the date of the certificate, or if the retail food store for which a certificate was granted is not in operation within twelve (12) months following the issuance of the certificate; provided, however, that the mayor or a majority of the city council may, upon written request of the applicant, extend the expiration date of a certificate for up to three additional months in the event of circumstances beyond the applicant's control. If a certificate becomes void, no new certificate may be issued to the same applicant unless a new application is submitted and all applicable requirements of this article are met at the time the new application is received. (1968 Code, § 2-103, as deleted by Ord. #3988, June 2014, and added by Ord. #4096, Dec. 2016)

8-104. Location restrictions on retailers. No certificate of compliance shall be issued for the operation of a retail store for the sale of alcoholic beverages when, in the opinion of the city council, expressed by a majority thereof, the carrying on of such business at the premises covered by the application for a license would be in too close proximity of a church, school, or public institution, or otherwise inimical to the public interest. A certificate issued under this chapter shall not be valid except at the premises recited in the application, and any change of location of said business shall be cause for immediate revocation of said certificate by the city manager, unless the new location is approved in writing by the city manager. (1968 Code, § 2-104, as deleted by Ord. #3988, June 2014, and added by Ord. #4096, Dec, 2016)

8-105. Limitation on number of retailers. No more than one (1) retail license for the sale of alcoholic beverages for every four thousand (4,000) residents according to the census applicable at the time in question shall be issued under this chapter. (Ord. #3459, May 2002, as replaced by Ord. #4096, Dec. 2016)

8-106. Full and accurate disclosure required. (1) Each application for a certificate required pursuant to § 8-103 herein shall identify each person who is to be in actual charge of the business and, if a corporation, each executive officer and each individual in control of the business. For the purposes of this section, an individual who owns at least fifty percent (50%) of the stock of a business is considered to be in control of the business.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Michele Stevens, Administrative Assistant, mstevens@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: RESOLUTION NO. 25-22 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING ROCK SPRINGS ROAD

RECOMMENDATION: Approve Resolution No. 25-22

INFORMATION: Rock Springs Road consists of 408 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:
Staff Report
Resolution No. 25-22
Resolution No. 25-22 Dedication Letter

RESOLUTION NO. 25-22

A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING ROCK SPRINGS ROAD

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 408 linear feet of 8" gravity main serving Rock Springs Road; 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 Rock Springs Road.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 10th day of April, 2025.

_____

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

_____

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:

_____

JAKE HUBBELL, CITY ATTORNEY

Date: 25 February 2025

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 Rock Springs Rd in the amount of 408 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 $9,894.00, 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: Greg Templeton

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Michele Stevens, Administrative Assistant, mstevens@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: RESOLUTION NO. 25-23 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING BEAR SPRINGS PHASE 1A

RECOMMENDATION: Approve Resolution No. 25-23

INFORMATION: Bear Springs Phase 1A consists of 2,859 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. 25-23
Resolution No. 25-23 Dedication Letter

RESOLUTION NO. 25-23

A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING BEAR SPRINGS PHASE 1A

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 2,859 linear feet of 8" gravity main serving Bear Springs Phase 1A; and

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 10th day of April, 2025.

_____

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

_____

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:

_____

JAKE HUBBELL, CITY ATTORNEY

Date: 17 February 2025

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

Dear Council Members:

I wish to present for dedication to the Council of the City of Columbia, Tennessee, the wastewater system improvements installed to service Bear Springs Phase 1A in the amount of 2859 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 $69,330.75, 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: Greg Templeton

Lot Numbers included in this dedication: 1-34, 40-63

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Thad H. Jablonski, Assistant City Manager/CFO, tjablonski@columbiatn.gov, (931) 560-1559

AGENDA ITEM TITLE: RESOLUTION NO. 25-24 - A RESOLUTION ADOPTING "COLUMBIA 2025-2028" AS THE ANNUAL STRATEGIC PLAN FOR THE CITY OF COLUMBIA

RECOMMENDATION: Approve Resolution No. 25-24.

INFORMATION: On February 25, 2025, the Mayor, City Council, City Manager and Assistant City Manager participated in a strategic planning workshop facilitated by Judy King with Quality Management Services, LLC. During the annual workshop, Management and the City Council reviewed progress and key projects from the prior year and updated established priorities and objectives with new goals in addition to the existing plan to achieve over the next 12 months.

As City officials and staff continue to work towards achieving the community's long-term vision for Columbia, staff will continue to present progress reports which help to align the City's current year work plan and budget priorities with the goals and objectives identified in the proposed 2025 Strategic Plan.

With City Council's approval, the Columbia Strategic Plan, Columbia 2025-2028, will be made available for public distribution.

ATTACHMENTS: Staff Report, Resolution No. 25-24, 2025 Strategic Plan.

A RESOLUTION ADOPTING "COLUMBIA 2025-2028" AS THE ANNUAL STRATEGIC PLAN FOR THE CITY OF COLUMBIA

WHEREAS, the City of Columbia is committed to identifying the ways in which the organization can best achieve its potential; and

WHEREAS, the City Council of the City of Columbia recognizes that a formal strategic plan helps identify a city's mission, vision, strengths, weaknesses, opportunities and threats; and

WHEREAS, the City Council of the City of Columbia endorses the agreed upon vision, goals and objectives within the Columbia Strategic Plan 2025-2028 that will guide the City's future; and

WHEREAS, the Columbia Strategic Plan 2025-2028 was developed by Judy King of Quality Management Services, LLC with assistance from the City Council, the City Manager, City departments, and citizens of the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City Council hereby adopts the Columbia Strategic Plan 2025-2028.

BE IT FURTHER RESOLVED BY THE CITY OF COLUMBIA, TENNESSEE that the City Council recognizes the significant investment of time and effort in the strategic planning sessions and therefore resolves:

(1) to refer frequently to the goals and objectives deified in the plan, a.k.a, the 2025 Strategic Plan, and making a true effort to implement and achieve them; and

(2) to make a good-faith effort to make decisions and pass policies that are compatible with the City's mission and vision statements.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 10th day of April, 2025.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

City of Columbia

VISION 2038

Columbia 2038 is a *HISTORIC COMMUNITY* with *NATURAL BEAUTY* and the *REGIONAL HUB FOR SOUTH CENTRAL TENNESSEE*.

Columbia 2038 has an *ACTIVE DOWNTOWN*, a choice of *LIVABLE NEIGHBORHOODS*, and a *GROWING ECONOMY*.

Columbia 2038 has tremendous *COMMUNITY SPIRIT*, and is a *GREAT PLACE TO LIVE*!

GOALS 2038

Financially Responsible City Providing Excellent Services

Upgraded Streets, Improved Transportation System

Growing City Economy

More Attractive, Livable City

Vibrancy of All (5) City Wards

2025-2028 City of Columbia Strategic Plan Summary

The process of updating the Strategic Plan for the City of Columbia was completed on February 26, 2025. Judy Z. King of Quality Management Services, LLC, served as facilitator. All members of the City Council and the City's Department Heads were interviewed between January 27 and February 17, 2025, to gain input on the City's:

- Current Strengths
- Current Weaknesses/Areas for Improvement
- Future Opportunities
- Future Threats

They were also asked:

- "If you could make one major change, what would that be?"
- "What do you hope never changes?"
- "What specific initiatives would you like to see over the next three to five years?"

The interview outcomes appear below.

City Council Input	City Staff Input
Current Strengths	
1. Excellent working relationships and communication within and between Council and City Staff; teamwork 2. Knowledgeable, dedicated, and effective CM, Department Heads and employees; high service level 3. Financial strength, stability, and management 4. Columbia's charm 5. Focus on controlled growth, quality housing development 6. Improving livability for citizens (Aquatics Center, splash pad, First Fridays and DT, bike trails, etc.) 7. Geographic location, marketable community 8. Planning for the future	1. Same as Council, 1-8 2. Customer focused 3. Commitment to employees and better employee recruitment and retention (pay plan, retirement policy, events, professional development, overall treatment) 4. Good HR support; excellent recent management hires 5. Columbia 101 6. City facilities upgraded 7. Visit Columbia is a strong brand 8. Completion of special census

Current Weaknesses/Areas of Improvement	
1. Water supply issues 2. Traffic congestion 3. Relationship with County Government 4. Pockets of unhappy, vocal citizens operating on misinformation 5. Lack of high-quality commercial development (retail, restaurants, hotels/meeting space; seen as a discount community) 6. Lack of affordable housing, real estate prices 7. Limited activities & programs for youth (after school, sports, etc.) 8. School system 9. Homelessness and panhandling 10. Street maintenance program	1. Same as Council, 1-9 2. Skilled, experienced employees, including supervisors, aging out
Future Opportunities	
1. Commercial development (white collar jobs, higher quality retail, upscale restaurants, grocery store, hotel/meeting space DT; increased collaboration with Maury Alliance); use innovative approaches 2. Attainable housing 3. Traffic alleviation: intersection improvements (James Campbell Blvd. and Hampshire; Tom J. Hitch and Hwy 50) 4. School system needs improvement 5. Arts District development 6. Enhance east Columbia 7. Recreational services for families and youth 8. Have more events and sports tournaments to bring people in 9. Development at Hwy 43 (Bear Creek?) and Interstate 10. Develop a long range (15 year) capital plan 11. Have a 55+ community	1. Same as Council, 1-8 2. Increase technology use for dept. efficiency (AI, other) 3. Continue DT expansion, including beautification, walkability, connectivity 4. Core redevelopment: James Campbell Blvd to Tom J. Hitch inner loop (Wards 2, 3 and 4) 5. Large mixed-use development, permitting desired retail, etc. 6. Historic preservation of Nelson Hotel before future deterioration happens, perhaps City Hall Annex

Future Threats	
1. Losing Columbia's charm 2. Water supply inadequacy 3. County government 4. School system; violence in schools 5. Lack of attainable housing and people relocating further out 6. Cyber attacks 7. Extremism, terrorism (security around water and wastewater plants needed) 8. Weather events (tornados, floods) 9. Hazards of not addressing public misinformation 10. Growth for growth's sake; letting developers control City growth 11. Monsanto property landfill concerns	1. Same as Council 1-10 2. State removing local government's ability to self regulate 3. Efforts by State Legislators to weaken City governments 4. New infrastructure costs and length of time for projects; stressed infrastructure 5. Aging employment base 6. Underqualified workforce; two layers 7. Lack of interest in public safety positions nationwide
One Major Change	
1. Solve the water supply problem 2. Make Columbia a destination with hotels, restaurants, retail 3. Expand Bear Creek Pike 4. Develop the African American Cultural Center and Museum 5. Expand the DT to incorporate the Arts District, East 8th; make events year-round 6. Work better with the County 7. Have infrastructure meet the demand 8. Manage positive growth	1. Same as Council, 1-8 2. Increased focus on employee training 3. Upgrade older facilities 4. Review the 1994 MOU for fire service with General Motors 5. Develop a MOU for Ultium battery plant

Hope Never Changes	
1. Columbia's small town charm 2. DT's authentic sense of place and vibrancy 3. Collaboration between the Council and City Staff 4. Great City Staff teamwork 5. Tourism and Marketing	1. Same as Council, 1-5 2. Good leadership from CM 3. Confidence from CM, Council, and community in department effectiveness 4. How the City cares for its employees 5. Stable political environment

The Department Heads met on February 24, 2025 to discuss and refine their collective input. On February 25, 2025, the City Council, less Councilman Huffman, met and discussed their input and that of the Department Heads. The Council then prioritized their list of initiatives in two groups: Top Priority and High Priority. On February 26, 2025, the Department Heads met again to create an Action Plan for the City Council's selected initiatives and to prioritize their own list of initiatives. These meetings were facilitated by Judy King. Please see the outcomes of these meetings attached.

Respectfully submitted,

Judy Z. King, ISHC
Founder & Principal
Quality Management Services, LLC

2025 Strategic Planning Input from City Council and Department Heads

SPECIFIC INITATIVES	
CITY COUNCIL INPUT **Top Priority** **High Priority**	**DEPARTMENT HEADS INPUT**
1. Collaborate further with CPWS on solving the water supply issue 2. Enhance east Columbia 3. Expand recreational activities: pickleball complex, more bike trails, youth, maximize use of the Aquatics Center with swim meets, etc. 4. Park on the North side of the City 5. Infrastructure upgrades: sidewalks, bridges, streets 6. Monsanto property landfill concerns 7. Hire a lobbyist 8. Maintenance of Rose Hill and Rosemont Cemeteries and pursue being National Historic sites 9. Collaborate further with TDOT on projects 10. Formalize Succession Planning for high level and key positions 11. Collaborate further with the County on mutually beneficial projects 12. Continue with positive, smart growth 13. DT hotel 14. Revitalize the Sports Council	<u>CMO</u> 1. Explore historic preservation of Nelson Hotel 2. Continued commitment to beautification, including gateways into the City, DT decorative street lighting replacement project, tree replacement DT Phase 2 3. Have safe pedestrian connectivity (rail bridge) between DT and the Arts District <u>Development Services</u> 4. Continue the wayfinding signage plan (see #20) <u>Finance</u> 5. Implementation of Tyler Technologies ERP software Phase II (revenue management) and Phase III (courts) <u>Fire & Rescue</u> 6. More focus on Risk Management, internal and external 7. Review the 1994 MOU for fire service with General Motors and develop a MOU for the Ultium battery plant <u>MIS</u> 8. Implement technology to increase efficiency and effectiveness of departments <u>Parks & Recreation</u> 9. Reapply for Healthy Communities Blue Cross Blue Shield grant for F.J. Park (not for pickleball) <u>Police</u> 10. Increase license plate readers (3/year) 11. Permanent bollards installed for First Friday events (explore Hazard Mitigation grant) <u>Public Works & Transportation</u> 12. Construction and completion of Phase 2 PW Facility improvements (5 structures and all equipment and salt storage under roof) <u>Tourism & Marketing</u> 13. Rebrand the City 14. Establish a DT Entertainment District (involves State law changes)

	<u>Other</u> 15. Keep pay competitive 16. Upgrades on security

2025 Strategic Plan - Action Plan

Updated 2/24/25

	Dept.	OBJECTIVES	Actions	Target Date
	City Council Policy Agenda TOP PRIORITY			
1	CMO, Fire, DS	Collaborate further with CPWS on solving the water supply issue	Meet with CPWS to develop an action plan	3/31/2025
2	Parks, DS	Enhance east Columbia	Emergency siren installed, revitalize like Fairview at F.J. Park, HBE grant, CDBG grant for east 9th for stormwater improvements; opening splash pad, repaving Fairview Park	3/31/2026
3a	Parks	Expand recreational activities: pickleball/tennis complex	Pickleball/tennis courts at Ridley, pre-construction, paving and construction.	6/30/2026
3b	Parks	Expand recreational activities: maximize use of the Aquatics Center with swim meets, more bike trails, etc.	Complete bike trails. Swim meets approved with Excel Aquatics. Explore adding ultimate frisbee, rugby, archery, etc.	12/31/2028
4	Parks, DS, Fire	Acquire land for a park on the North side of the City	Work with developers, others, to secure land (for another fire station/community center and park?); apply for grants.	3/31/2026
5a	PW, DS Eng.	Infrastructure upgrades: sidewalks	Conduct an inventory and evaluation of City sidewalks	3/31/2026
5b	PW	Infrastructure upgrades: bridges (Iron Bridge Road, East 7th, Mt. Olivet)	Complete renovation of Iron Bridge Road bridge Complete engineering on East 7th bridge Complete engineering on Mt. Olivet Bridge	Iron Bridge 3/31/26 East 7th 3/31/27 Mt. Olivet Bridge 3/31/26
5c	PW	Infrastructure upgrades: Streets paving	Complete scheduled paving of streets	Paving 12/31/25
6	CMO	Monsanto property landfill concerns.	Monitor proposed legislation	On-going
7	CMO	Hire a lobbyist	Contact candidates and enter into an agreement.	12/31/2025
8	CMO	Maintenance of Rose Hill and Rosemont Cemeteries and pursue being National Historic sites	Contact Rose Hill and Rosemont Board representatives to come up with an action plan. Contact the County for collaboration	5/31/2025

	City Council Policy Agenda HIGH PRIORITY			
9	DS	Collaborate further with TDOT on projects	Monitor TDOT projects	On-going
10	HR, ALL	Formalize Succession Planning for high level and key positions	Develop action steps for identification of candidates, mentoring and training, engage in good communication	On-going
11	ALL	Collaborate further with the County on mutually beneficial projects	Joint training of emergency personnel in County and City; Parks coordination	On-going
12	DS, ALL	Continue with positive, smart growth	Recruit desired retail, support the Development code	On-going
13	Thad, T&M	DT hotel	Work with Retail Strategies	On-going
14	Parks	Revitalize the Sports Council	Appoint members and begin meetings	8/31/2025 Meetings Fall 2025
	Management Projects			
1	CMO	Explore historic preservation of Nelson Hotel		
2	CMO	Continued commitment to beautification, including gateways into the City, DT decorative street lighting replacement project, tree replacement DT Phase 2		
3	CMO	Have safe pedestrian connectivity (rail bridge) between DT and the Arts District		
4	DS	Continue the wayfinding signage plan		
5	Finance	Implementation of Tyler Technologies ERP software Phase II (revenue management) and Phase III (courts)		
6	Fire	More focus on Risk Management, internal and external		
7	Fire	Review the 1994 MOU for fire service with General Motors and develop a MOU for the Ultium battery plant		
8	MIS	Implement technology to increase efficiency and effectiveness of departments		

9	Parks	Reapply for Healthy Communities Blue Cross Blue Shield grant for F.J. Park (not for pickleball)		
10	Police	Increase license plate readers (3/year)		
11	Police	Permanent bollards installed for First Friday events (explore Hazard Mitigation grant)		
12	PW	Construction and completion of Phase 2 PW Facility improvements (5 structures and all equipment and salt storage under roof)		
13	T&M	Rebrand the City		
14	T&M	Establish a DT Entertainment District (involves State law changes)		
15	Other	Keep pay competitive		
16	Other	Upgrades on security		

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Kim Dale, Assistant City Recorder, kdale@columbiatn.gov, 931-560-1579

AGENDA ITEM TITLE: RESOLUTION NO. 25-25 - A RESOLUTION TO ESTABLISH THE MAXIMUM AMOUNT OF $75 FOR THE 2025 CITY OF COLUMBIA PROPERTY TAX RELIEF FOR THE ELDERLY LOW-INCOME HOMEOWNERS.

RECOMMENDATION: Approve Resolution NO. 25-25

INFORMATION: The Columbia City Council adopted Ordinance No. 3770 on December 4, 2008. This Ordinance was adopted to implement a Property Tax Relief Program for elderly and low-income property tax payers and is subject only to the availability of funds, which must be appropriated in each annual budget adopted by the City. The maximum amount of relief that can be granted is established at $75. The relief will only be granted for any taxes due after the State Property Tax Relief has been applied to the tax bill. If the State pays the entire amount of taxes owed then the City will not be liable for any further disbursement.

CERTIFICATION: N/A

ATTACHMENTS: Resolution No. 25-25; Staff Report

RESOLUTION NO. 25-25

A RESOLUTION TO ESTABLISH THE MAXIMUM AMOUNT OF $75 FOR THE 2025 CITY OF COLUMBIA PROPERTY TAX RELIEF FOR THE ELDERLY LOW-INCOME HOMEOWNERS

WHEREAS, the City of Columbia adopted Ordinance No. 3770 on December 4, 2008 granting Tax Relief for certain elderly homeowners as set forth in Tennessee Code Annotated, § 67-5-701 (j); and

WHEREAS, the estimated cost of the program during the 2025-2026 Budget year is $40,000; and

WHEREAS, the funds are to be included and appropriated in the 2025-2026 Budget to be adopted by the City Council.

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

That the maximum amount of tax relief that can be granted under this program to the qualified homeowner for the 2025 tax year is hereby established at $75 and will only be disbursed after the State Reimbursement has been applied to any taxes due in accordance with Tennessee Code Annotated, § 67-5-701 (j) and § 67-5-702.

BE IT FURTHER RESOLVED, if the State Reimbursement covers the entire amount of taxes due the City of Columbia will not have any obligation to disburse any funds under the program.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the _____ day of _____, 2025.

_____
CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Kim Dale, Assistant City Recorder, kdale@columbiatn.gov, 931-560-1579

AGENDA ITEM TITLE: RESOLUTION NO. 25-26 - A RESOLUTION AUTHORIZING BOTH THE DAILY HERALD AND MAIN STREET MAURY AS THE OFFICIAL LOCAL NEWSPAPERS FOR THE CITY OF COLUMBIA .

RECOMMENDATION: Approve Resolution No. 25-26.

INFORMATION: The City Charter, Section 1.04 (8), requires the Council to designate an official newspaper or papers published or circulating in the City for the publishing of all advertising, notices and other matters of every description that the City may publish. This Resolution designates both The Daily Herald and Main Street Maury as the official local newspapers for the City of Columbia.

CERTIFICATION: N/A

ATTACHMENTS: Resolution No. 25-26; Staff Report;

A RESOLUTION AUTHORIZING BOTH THE DAILY HERALD AND MAIN STREET MAURY AS THE OFFICIAL LOCAL NEWSPAPERS FOR THE CITY OF COLUMBIA

WHEREAS, the Charter for the City of Columbia mandates that the Council designate an official newspaper or papers published or circulating in the City for the publishing of all advertising, notices and other matters of every description that the City may publish.

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

That both The Daily Herald and Main Street Maury are hereby designated as the official newspapers for the City of Columbia, Tennessee, and either may be used for the publishing of all advertising, notices and other matters of every description that the City may publish.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the _____ day of _____, 2025.

_____
CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Michele Stevens, Administrative Assistant, mstevens@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: RESOLUTION NO. 25-27 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING THE LANDINGS AT GREENS MILL RD PHASE 1B

RECOMMENDATION: Approve Resolution No. 25-27

INFORMATION: The Landings at Greens Mill Rd Phase 1B consists of 2,118 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. 25-27
Resolution No. 25-27 Dedication Letter

A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING THE LANDINGS AT GREENS MILL RD PHASE 1B

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 2,118 linear feet of 8" gravity main serving The Landings at Greens Mill Rd Phase 1B; 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 The Landings at Greens Mill Rd Phase 1B.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 10th day of April, 2025.

_____

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

_____

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:

_____

JAKE HUBBELL, CITY ATTORNEY

Date: 30 January 2025

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 The Landings at Greens Mill Rd, Phase 1B in the amount of 2118 linear feet. The Contractor installed the sanitary sewer according to the Standard Sewer Specifications of the City of Columbia.

You have been provided with CCTV and as-built drawings of the project and all inspections and testing has been completed. All fees required for dedication have been paid. You have also been provided a one-year maintenance surety in the amount of $51,361.50, set to expire one year from date of Council acceptance.

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

Sincerely,
Signed:

Print: Koby DuMont

Lot Numbers included in this dedication:

1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1053, 1054, 1055, 1056, 1057, 1058

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Michele Stevens, Administrative Assistant, mstevens@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: RESOLUTION NO. 25-28 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING THE LANDINGS AT GREENS MILL RD PHASE 1C

RECOMMENDATION: Approve Resolution No. 25-28

INFORMATION: The Landings at Greens Mill Rd Phase 1C consists of 1,568 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. 25-28
Resolution No. 25-28 Dedication Letter

RESOLUTION NO. 25-28

A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING THE LANDINGS AT GREENS MILL RD PHASE 1C

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 1,568 linear feet of 8" gravity main serving The Landings at Greens Mill Rd Phase 1C; 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 The Landings at Greens Mill Rd Phase 1C.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 10th day of April, 2025.

_____

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

_____

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:

_____

JAKE HUBBELL, CITY ATTORNEY

Date: 6 March 2025

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 The Landings at Greens Mill Rd, Phase 1C in the amount of 1568 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 $38,024.00, 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: Charles Moore

Lot Numbers included in this dedication:

1101, 1102, 1103, 1104, 1105, 1106, 1107, 1072, 1073, 1111, 1112, 1113, 1114, 1115
1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128

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. 25-29 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 25-29.

INFORMATION: The City Recorder is presenting tax corrections through 3/21/2025 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

CERTIFICATION:

ATTACHMENTS: Staff Report for Resolution 25-29; Resolution No. 25-29; Resolution No. 25-29 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 _____, 2025.

_____
CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

TAX CORRECTIONS – EXHIBIT A
RESOLUTION NO. 25-29

1. DELETE 2024 PERSONAL PROPERTY TAX IN THE NAME OF CG'S TRASH CAN CLEANING SERVICE. MAP 101L A 006.00 P 001, 710 WOODS DR. PROPERTY VALUE $8,000.00, ASSESSED VALUE $2,400.00, AND TAXES $20.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.

2. DELETE 2024 PERSONAL PROPERTY TAX IN THE NAME OF JUNK TITANS LLC. MAP 075L C 022.00 P 002, 1033 PRETENDER WAY. PROPERTY VALUE $15,000.00, ASSESSED VALUE $4,500.00, AND TAXES $37.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.

3. DELETE 2024 PERSONAL PROPERTY TAX IN THE NAME OF DIAMOND RED DESIGNS. MAP 101F B 015.00 P 001, 1616 WILLIAMSON DR. PROPERTY VALUE $13,225.00, ASSESSED VALUE $3,968.00, AND TAXES $33.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.

4. DELETE 2023 PERSONAL PROPERTY TAX IN THE NAME OF DIAMOND RED DESIGNS. MAP 101F B 015.00 P 001, 1616 WILLIAMSON DR. PROPERTY VALUE $11,500.00, ASSESSED VALUE $3,450.00, AND TAXES $28.00. DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.

5. DELETE 2021 PERSONAL PROPERTY TAX IN THE NAME OF ANDYS AUTO SERVICE, INC. MAP 158 005.00 P 001, 4123 BUCK DANIELS RD. PROPERTY VALUE $11,992.00, ASSESSED VALUE $3,598.00, AND TAXES $42.00. DUE TO KEYING ERROR ON CITY CODE PER MAURY COUNTY TAX ASSESSOR.

6. CHANGE 2024 PERSONAL PROPERTY TAX IN THE NAME OF ROTO ROOTER, C/O BRIAN CARTER. MAP 100M E 002.02 P 009, 106 E 18TH ST. PROPERTY VALUE FROM $325,555.00 TO $553,234.00, ASSESSED VALUE FROM $97,667.00 TO

$165,970.00 AND TAXES FROM $806.00. TO $1,369.00. DUE TO A CORRECTION FOR SOFTWARE GLITCH OF ACCOUNT BEING FORCED AFTER PREVIOUSE YEAR'S AUDIT AND DID NOT USE AUDITED NUMBERS FOR CURRENT YEAR'S APPRAISAL PER MAURY COUNTY TAX ASSESSOR.

7. CHANGE 2024 PERSONAL PROPERTY TAX IN THE NAME OF TRAVEL STORE USA. MAP 073 018.12 P 015, 1533 BEAR CREEK PIKE. PROPERTY VALUE FROM $470,202.00 TO $22,126.00, ASSESSED VALUE FROM $141,061.00 TO $6,638.00 AND TAXES FROM $1,164.00. TO $55.00. DUE TO MITIGATON PER MAURY COUNTY TAX ASSESSOR.

8. PICK UP 2024 PERSONAL PROPERTY TAX IN THE NAME OF HAMPTON INN. MAP 072 028.01 P S/I 300, 1551 HALIFAX DR. PROPERTY VALUE $174,912.00, ASSESSED VALUE $52,474.00, AND TAXES $433.00. PICKUP DUE TO A CORRECTION FOR SOFTWARE GLITCH OF ACCOUNT BEING FORCED AFTER PREVIOUSE YEAR'S AUDIT AND DID NOT USE AUDITED NUMBERS FOR CURRENT YEAR'S APPRAISAL PER MAURY COUNTY TAX ASSESSOR.

9. PICK UP 2024 PERSONAL PROPERTY TAX IN THE NAME OF THE KIRK & BLUM MFG. CO., ATTN: TAX DEPT. MAP 066 020.07 P S/I 300, 1761 NORTHPOINTE RD. PROPERTY VALUE $321,446.00, ASSESSED VALUE $96,434.00, AND TAXES $796.00. PICKUP DUE TO A CORRECTION FOR SOFTWARE GLITCH OF ACCOUNT BEING FORCED AFTER PREVIOUSE YEAR'S AUDIT AND DID NOT USE AUDITED NUMBERS FOR CURRENT YEAR'S APPRAISAL PER MAURY COUNTY TAX ASSESSOR.

10. PICK UP 2024 PERSONAL PROPERTY TAX IN THE NAME OF ADVANCE PAVING. MAP 114 076.06 P S/I 500, 2349 PARK PLUS DR. PROPERTY VALUE $6,357.00, ASSESSED VALUE $1,907.00, AND TAXES $16.00. PICKUP DUE TO 2024 AUDIT FOR 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

11. PICK UP 2024 PERSONAL PROPERTY TAX IN THE NAME OF COLUMBIA OPERATIONS LLC. MAP 100B B 001.06 P S/I 500,

841 W JAMES M CAMPBELL BLVD. PROPERTY VALUE $12,160.00, ASSESSED VALUE $3,648.00, ASSESSED VALUE WITH EQ FACTOR $2,888.00, AND TAXES $24.00. PICKUP DUE TO 2024 AUDIT FOR 2024 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

12. PICK UP 2024 PERSONAL PROPERTY TAX IN THE NAME OF OMS NASHVILLE ORAL & MAXFAC SURGERY. MAP 100J D 035.03 P S/I 500, 105 BERRYWOOD DR. PROPERTY VALUE $320.00, ASSESSED VALUE $96.00, AND TAXES $1.00. PICKUP DUE TO 2024 AUDIT FOR 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

13. PICK UP 2024 PERSONAL PROPERTY TAX IN THE NAME OF OMS NASHVILLE ORAL & MAXFAC SURGERY. MAP 100J D 035.03 P S/I 501, 105 BERRYWOOD DR. PROPERTY VALUE $21,093.00, ASSESSED VALUE $6,328.00, ASSESSED VALUE WITH EQ FACTOR $5,011.00 AND TAXES $41.00. PICKUP DUE TO 2024 AUDIT FOR 2024 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

14. PICK UP 2024 PERSONAL PROPERTY TAX IN THE NAME OF COMMERCIAL GLASS & MIRROR. MAP 114H A 007.00 P S/I 501, 2317 CAMPBELL PARK DR. PROPERTY VALUE $42,667.00, ASSESSED VALUE $12,800.00, AND TAXES $106.00. PICKUP DUE TO 2024 AUDIT FOR 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

15. PICK UP 2024 PERSONAL PROPERTY TAX IN THE NAME OF COMMERCIAL GLASS & MIRROR. MAP 114H A 007.00 P S/I 500, 2317 CAMPBELL PARK DR. PROPERTY VALUE $83,560.00, ASSESSED VALUE $25,068.00, ASSESSED VALUE WITH EQ FACTOR $19,849.00 AND TAXES $164.00. PICKUP DUE TO 2024 AUDIT FOR 2024 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

16. PICK UP 2024 PERSONAL PROPERTY TAX IN THE NAME OF ADT LLC. MAP 191 749.00 P S/I 500, COLUMBIA ICL. PROPERTY VALUE $10,337.00, ASSESSED VALUE $3,101.00,

AND TAXES $26.00. PICKUP DUE TO 2024 AUDIT FOR 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

17. PICK UP 2024 PERSONAL PROPERTY TAX IN THE NAME OF ADT LLC. MAP 191 749.00 P S/I 501, COLUMBIA ICL. PROPERTY VALUE $18,717.00, ASSESSED VALUE $5,615.00, ASSESSED VALUE WITH EQ FACTOR $4,446.00 AND TAXES $37.00. PICKUP DUE TO 2024 AUDIT FOR 2024 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

18. PICK UP 2024 PERSONAL PROPERTY TAX IN THE NAME OF MISTER CAR WASH. MAP 113C C 001.00 P S/I 500, 403 S JAMES M CAMPBELL BLVD. PROPERTY VALUE $217,583.00, ASSESSED VALUE $65,275.00, AND TAXES $539.00. PICKUP DUE TO 2024 AUDIT FOR 2022 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

19. PICK UP 2024 PERSONAL PROPERTY TAX IN THE NAME OF MISTER CAR WASH. MAP 113C C 001.00 P S/I 501, 403 S JAMES M CAMPBELL BLVD. PROPERTY VALUE $96,400.00, ASSESSED VALUE $28,920.00, AND TAXES $239.00. PICKUP DUE TO 2024 AUDIT FOR 2023 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

20. PICK UP 2024 PERSONAL PROPERTY TAX IN THE NAME OF MISTER CAR WASH. MAP 113C C 001.00 P S/I 502, 403 S JAMES M CAMPBELL BLVD. PROPERTY VALUE $94,130.00, ASSESSED VALUE $28,239.00, ASSESSED VALUE WITH EQ FACTOR $22,360.00 AND TAXES $184.00. PICKUP DUE TO 2024 AUDIT FOR 2024 TAX YEAR PER MAURY COUNTY TAX ASSESSOR.

21. REFUND 2024 PERSONAL PROPERTY TAX IN THE NAME OF MEADE HOME INSPECTIONS. MAP 101 024.01 P 002, 6224 CAYCE LN. PROPERTY VALUE $2,685.00, ASSESSED VALUE $806.00 AND TAXES $7.00. REFUND DUE TO BUSINESS CLOSED PER MAURY COUNTY TAX ASSESSOR.

22. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF QUAIL RUN DEVELOPMENT CO LLC, C/O JOEL A SMITH.

MAP 073L A 001.00, 1700 QUAIL RUN WAY. PROPERTY VALUE FROM $75,000.00 TO $55,000.00, ASSESSED VALUE FROM $18,750.00 TO $5,000.00 AND TAXES FROM $155.00 TO $114.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

23. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF QUAIL RUN DEVELOPMENT CO LLC, C/O JOEL A SMITH. MAP 073L A 002.00, 1702 QUAIL RUN WAY. PROPERTY VALUE FROM $75,000.00 TO $55,000.00, ASSESSED VALUE FROM $18,750.00 TO $5,000.00 AND TAXES FROM $155.00 TO $114.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

24. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF FORTUNATO, LESLIE ANN, ETVIR, ROBERT FRANK. MAP 073L A 003.00, 1704 QUAIL RUN WAY. PROPERTY VALUE FROM $270,800.00 TO $250,800.00, ASSESSED VALUE FROM $67,700.00 TO $62,700.00 AND TAXES FROM $559.00 TO $518.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

25. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF NVR INC. MAP 073L A 004.00, 1706 QUAIL RUN WAY. PROPERTY VALUE FROM $382,300.00 TO $362,300.00, ASSESSED VALUE FROM $95,575.00 TO $90,575.00 AND TAXES FROM $789.00 TO $748.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

26. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF KING, CARL WILLIAM, ETUX, ELIZABETH A KING. MAP 073L A 005.00, 1712 QUAIL RUN WAY. PROPERTY VALUE FROM $375,500.00 TO $355,500.00, ASSESSED VALUE FROM $93,875.00 TO $88,875.00 AND TAXES FROM $775.00 TO $734.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

27. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF MCCARTER, HARRIET EVELYN, ETVIR, BENJAMIN RAY.

MAP 073L A 006.00, 1714 QUAIL RUN WAY. PROPERTY VALUE FROM $271,500.00 TO $251,500.00, ASSESSED VALUE FROM $67,875.00 TO $62,875.00 AND TAXES FROM $560.00 TO $519.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

28. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF QUADRI, LUCIA & MATTHEW QUADRI. MAP 073L A 007.00, 1716 QUAIL RUN WAY. PROPERTY VALUE FROM $316,500.00 TO $296,500.00, ASSESSED VALUE FROM $67,875.00 TO $62,875.00 AND TAXES FROM $653.00 TO $612.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

29. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF DUFFY, MATTHEW, ETUX, JOY. MAP 073L A 008.00, 1718 QUAIL RUN WAY. PROPERTY VALUE FROM $400,000.00 TO $380,000.00, ASSESSED VALUE FROM $100,000.00 TO $95,000.00 AND TAXES FROM $825.00 TO $784.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

30. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF LAGUNA, MARJU. MAP 073L A 009.00, 1720 QUAIL RUN WAY. PROPERTY VALUE FROM $271,900.00 TO $251,900.00, ASSESSED VALUE FROM $67,975.00 TO $62,975.00 AND TAXES FROM $561.00 TO $520.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

31. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF TRUDAN, COLLIN EDWARD, ETUX, ALYSON TRUDAN. MAP 073L A 010.00, 1722 QUAIL RUN WAY. PROPERTY VALUE FROM $338,500.00 TO $318,500.00, ASSESSED VALUE FROM $84,625.00 TO $79,625.00 AND TAXES FROM $698.00 TO $657.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

32. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF FERRELL, JASON D, ETUX, AMY L. MAP 073L A 011.00, 1724

QUAIL RUN WAY. PROPERTY VALUE FROM $338,500.00 TO $318,500.00, ASSESSED VALUE FROM $84,625.00 TO $79,625.00 AND TAXES FROM $698.00 TO $657.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

33. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF SMITH, HUDSON ALLEN. MAP 073L A 012.00, 1726 QUAIL RUN WAY. PROPERTY VALUE FROM $271,900.00 TO $251,900.00, ASSESSED VALUE FROM $67,975.00 TO $62,975.00 AND TAXES FROM $561.00 TO $520.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

34. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF TIPTON CONNIE JEAN, ETVIR, KENNETH DENE. MAP 073L A 013.00, 1728 QUAIL RUN WAY. PROPERTY VALUE FROM $261,700.00 TO $241,700.00, ASSESSED VALUE FROM $65,425.00 TO $60,425.00 AND TAXES FROM $540.00 TO $499.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

35. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF RUBY, WILLIAM FRANCIS III, ETUX, ELIZABETH ANN. MAP 073L A 014.00, 1730 QUAIL RUN WAY. PROPERTY VALUE FROM $340,100.00 TO $320,100.00, ASSESSED VALUE FROM $85,025.00 TO $80,025.00 AND TAXES FROM $702.00 TO $661.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

36. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF GREGORY, DANNY W. MAP 073L A 015.00, 1732 QUAIL RUN WAY. PROPERTY VALUE FROM $262,200.00 TO $242,200.00, ASSESSED VALUE FROM $65,550.00 TO $60,550.00 AND TAXES FROM $541.00 TO $500.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

37. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF LEAVER, RENAE, ETVIR, STEPHEN. MAP 073L A 016.00, 1734

QUAIL RUN WAY. PROPERTY VALUE FROM $345,100.00 TO $325,100.00, ASSESSED VALUE FROM $86,275.00 TO $81,275.00 AND TAXES FROM $712.00 TO $671.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

38. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF NVR INC. MAP 073L A 017.00, 1736 QUAIL RUN WAY. PROPERTY VALUE FROM $295,400.00 TO $275,400.00, ASSESSED VALUE FROM $73,850.00 TO $68,850.00 AND TAXES FROM $609.00 TO $568.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

39. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF PFAFF, JULIE ELLEN, ET VIR, MATTHEW THOMAS. MAP 073L A 018.00, 1738 QUAIL RUN WAY. PROPERTY VALUE FROM $343,000.00 TO $323,000.00, ASSESSED VALUE FROM $85,750.00 TO $80,750.00 AND TAXES FROM $708.00 TO $667.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

40. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF NORTHRUP, MARK A. II. MAP 073L A 019.00, 1740 QUAIL RUN WAY. PROPERTY VALUE FROM $386,400.00 TO $366,400.00, ASSESSED VALUE FROM $96,600.00 TO $91,600.00 AND TAXES FROM $797.00 TO $756.00. REFUND OF $41.00 DUE TO ERROR IN LAND VALUE PER MAURY COUNTY TAX ASSESSOR.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Lindsay W. Barrier, Engineering Associate, lbarrier@columbiatn.com, 931.560.1527

AGENDA ITEM TITLE: RESOLUTION NO. 25-30 - A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS SERVING MORGAN MEADOWS SUBDIVISION, PHASE 1, FOR OWNERSHIP AND MAINTENANCE

RECOMMENDATION: Approve Resolution No. 25-30

INFORMATION: This Resolution refers to the acceptance of streets and drainage improvements serving Morgan Meadows Subdivision, Phase 1, for ownership and maintenance in the City of Columbia. The Engineering Division has made inspections and recommends the acceptance of the streets and drainage improvements.

CERTIFICATION:

ATTACHMENTS: Resolution 25-30; Final Acceptance Request and Final Plat for Morgan Meadows Subdivision, Phase 1

RESOLUTION NO. 25-30

A RESOLUTION TO ACCEPT THE STREETS AND DRAINAGE IMPROVEMENTS IN MORGAN MEADOWS SUBDIVISION, PHASE 1, FOR OWNERSHIP AND MAINTENANCE

WHEREAS, The City of Columbia, has been requested to accept the streets and drainage improvements in Morgan Meadows Subdivision, Phase 1, for ownership and maintenance; and

WHEREAS, the City of Columbia has inspected said streets and drainage improvements and has determined that said streets and drainage improvements in the Morgan Meadows Subdivision, Phase 1, meet the requirements imposed by the City of Columbia.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLUMBIA, that the City of Columbia does hereby accept the ownership and maintenance of said streets and drainage improvements located in the Morgan Meadows Subdivision, Phase 1.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 10th day of April, 2025.

_____
CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

_____
THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL - CITY ATTORNEY

KCS

Glenn Harper
City Engineer
700 North Garden St
Columbia, TN 38401

Mr. Harper

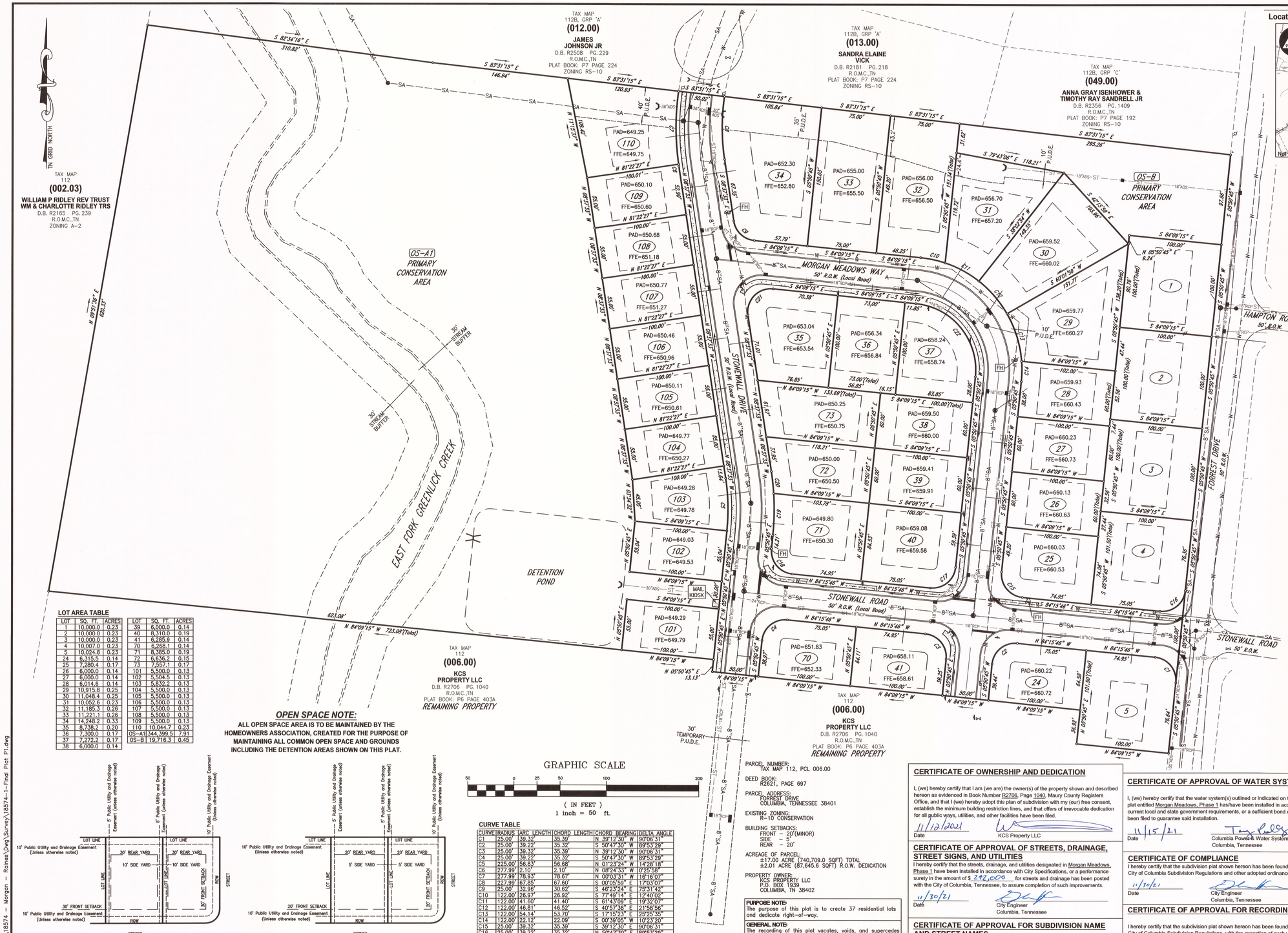
We are requesting the final acceptance of Phase 1 Morgan Meadows and the release of our $24,200 maintenance bond.

Thank you

7/15/2024

Wade Kincaid
KCS Property, LLC

P.O. Box 1939 Columbia, TN 38402 **Office** 931.490.9782 **Fax** 931.840.4917
www.kcsllc.com


TN GRID NORTH
TAX MAP 112 (002.03) WILLIAM P RIDLEY REV TRUST WM & CHARLOTTE RIDLEY TRS D.B. R2165 PG. 239 R.O.M.C.,TN ZONING A-2
TAX MAP 112B, GRP 'A' (012.00) JAMES JOHNSON JR D.B. R2508 PG. 229 R.O.M.C.,TN PLAT BOOK: P7 PAGE 224 ZONING RS-10
TAX MAP 112B, GRP 'A' (013.00) SANDRA ELAINE VICK D.B. R2181 PG. 218 R.O.M.C.,TN PLAT BOOK: P7 PAGE 224 ZONING RS-10
TAX MAP 112B, GRP 'C' (049.00) ANNA GRAY ISENHOWER & TIMOTHY RAY SANDRELL JR D.B. R2358 PG. 1409 R.O.M.C.,TN PLAT BOOK: P7 PAGE 192 ZONING RS-10
TAX MAP 112 (006.00) KCS PROPERTY LLC D.B. R2706 PG. 1040 R.O.M.C.,TN PLAT BOOK: P6 PAGE 403A REMAINING PROPERTY
OS-A1 PRIMARY CONSERVATION AREA
OS-B PRIMARY CONSERVATION AREA
MORGAN MEADOWS WAY 50' R.O.W. (Local Road)
STONEWALL DRIVE 50' R.O.W. (Local Road)
STONEWALL ROAD 50' R.O.W. (Local Road)
HAMPTON ROAD 50' R.O.W.
FOREST DRIVE 50' R.O.W.
EAST FORK GREENLICK CREEK
DETENTION POND
30' STREAM BUFFER
30' TEMPORARY P.U.D.E.
MAIL KIOSK
S 82°34'16" E 310.82'
S 83°31'15" E 146.94'
S 83°31'15" E 120.93'
N 07°57'58" E 620.33'
N 81°22'27" E 108.44'
S 83°31'15" E 105.84'
S 83°31'15" E 75.00'
S 83°31'15" E 295.26'
S 79°43'06" E 118.21'
S 84°09'15" E 73.00'
S 84°09'15" E 75.00'
S 84°09'15" E 48.25'
S 84°09'15" E 70.38'
S 84°09'15" E 11.85'
N 84°09'15" W 133.69'(Total)
S 84°09'15" E 100.00'(Total)
N 84°09'15" W 102.00'
N 84°15'46" W 74.95'
S 84°15'46" E 75.05'
N 84°09'15" W 623.08'
N 84°09'15" W 725.08'(Total)
N 05°50'45" E 13.13'
S 05°50'45" W 97.66'
S 05°50'45" W 100.00'
S 05°50'45" W 100.00'(Total)
S 05°50'45" W 102.56'
S 05°50'45" W 100.00'(Total)
S 05°50'45" W 100.00

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. 25-31 - A RESOLUTION REQUESTING TDOT AND GNRC PRIORITIZATION FOR THE WIDENING OF INTERSTATE 65 FROM INTERSTATE 840 (EXIT 59) TO BEAR CREEK PIKE (EXIT 46).

RECOMMENDATION: Approve Resolution No. 25-31.

INFORMATION: Traffic along Interstate 65 between Bear Creek Pike and Interstate 840 has increased significantly due to significant population growth and increased economic activity. This increase in traffic contributes to congestion, increased travel times, and elevated safety risks for all road users. The congestion negatively affects economic vitality in Columbia and throughout the Middle Tennessee region. The widening of I-65 directly advances regional transportation goals. Other jurisdictions in our area that are affected by the increased traffic are being asked to pass a similar resolution.

CERTIFICATION:

ATTACHMENTS: Staff Report, Resolution No. 25-31.

A RESOLUTION REQUESTING TDOT AND GNRC PRIORITIZATION FOR THE WIDENING OF INTERSTATE 65 FROM INTERSTATE 840 (EXIT 59) TO BEAR CREEK PIKE (EXIT 46)

WHEREAS, the City of Columbia and others along this corridor are experiencing significant population growth and increased economic activity, resulting in substantial increases in traffic volume along Interstate 65 (I-65) between Bear Creek Pike and Interstate 840; and

WHEREAS, this increased volume of traffic contributes directly to congestion, increased travel times, and elevated safety risks for all road users, adversely impacting the quality of life for residents, commuters, and visitors; and

WHEREAS, congestion along this critical corridor of I-65 negatively affects economic vitality not only locally but throughout the greater Nashville region by restricting efficient freight movement, reducing reliable access to major employment centers, and diminishing the region's overall economic competitiveness and productivity; and

WHEREAS, widening and improving the capacity of I-65 directly advances regional transportation goals established by the Greater Nashville Regional Council (GNRC) and Tennessee Department of Transportation (TDOT), including improving roadway safety, maintaining infrastructure in good repair, mitigating congestion, enhancing economic opportunities, minimizing disruptive impacts on communities, and aligning with local, state, and national transportation policies; and

WHEREAS, the perception of the region by visitors, tourists, and potential investors is important to the ongoing economic growth of Spring Hill, Thompson's Station, Columbia, Maury County, Williamson County, and the surrounding municipalities; and

WHEREAS, regional coordination among jurisdictions including Spring Hill, Thompson's Station, Columbia, Maury County, and Williamson County, is critical for successful advocacy and project prioritization within state and regional transportation planning frameworks; and

WHEREAS, active support and advocacy from the state legislative delegation representing Spring Hill, Thompson's Station, Columbia, Maury County, and Williamson

County is essential to ensuring this project receives necessary attention, funding, and prioritization from TDOT and other relevant agencies.

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

The City of Columbia, respectfully requests Spring Hill, Thompson's Station, Columbia, Maury County, Williamson County, and other affected jurisdictions join in urging TDOT to prioritize and expedite the widening of Interstate 65 from Interstate 840 (Exit 59) to Bear Creek Pike (Exit 46), with objectives of enhancing safety, improving regional economic vitality, reducing congestion, and fostering sustainable and responsible infrastructure development.

Be it further resolved, the City of Columbia calls upon the state legislative delegation representing Spring Hill, Thompson's Station, Columbia, Maury County, and Williamson County to actively support and advocate for this essential infrastructure project to ensure it receives priority attention and funding from TDOT and other relevant state agencies.

Be it further resolved, that the City of Columbia commits to active collaboration with local, regional, and state agencies to advance this critical infrastructure improvement, ensuring alignment with regional transportation goals and inclusion within TDOT's long-term strategic planning and funding priorities.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the _____day of _____, 2025.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

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. 4536 - AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE FOR THE CITY OF COLUMBIA, TENNESSEE REGARDING BUILDING, LOT AND SITE STANDARDS IN ARTICLE 4 BY REPEALING SUCH ARTICLE AND REPLACING IT WITH A NEW ARTICLE 4 BUILDING, LOT AND BUILDING SITE STANDARDS - CITYWIDE, MORE ATTRACTIVE, LIVABLE CITY.

RECOMMENDATION: Approve Ordinance No. 4536 on second consideration.

INFORMATION: The Department of Development Services is requesting to amend the Article 4 of Zoning Ordinance No. 4400. The proposed amendments include Uses, Limitations and Standards regarding Home Occupations, Vape, Tobacco, & Cannabinoids, and Bars, Taverns & Nightclubs. The Planning Commission recommended approval of this request with a vote of 6-0 at their December 4, 2024 meeting with the conditions from the Planning Commission recommending:

- That within the Columbia Arts District Overlay the applicant shall demonstrate that no pre-existing place of Worship, School, or Public Park be located within 200 ft. (reduced from 500 ft.) of a proposed bar, tavern, or nightclub.

- That the separation requirement for Tobacco, Vape, and Cannabinoid Retailers be increased from 500 feet to 1,000 feet from an already existing establishment from a new proposed Tobacco, Vape, and Cannabinoid Retailer, and keeping the separation of such newly established retailer from Schools, parks, and religious facilities remain at 500 feet and not allowed with a CD-5 district as drafted by Staff.

The Planning Commission reviewed this item at the February 12, 2025 meeting as requested by City Council. No new changes were made to the previously reviewed uses. The Planning Commission recommended the removal of the word "Primary" in relation to required Building Materials in the standards for district tables along with the replacement of Table 4.3.7.A, Private Frontage Types. The recommendation passed by a vote of 6-0.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance No. 4536; Exhibit A; Home Occupation Use Table; Vape_CBD Use Table; BarTavernNightClub Limitations; Home Occ Limitations; VapeTobaccoCannabinoid Limitations; DS Staff Report.

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 December 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 April, 2025, notice of which was published in the Daily Herald of Columbia twenty-one (21) 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 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 proposed Zoning Ordinance Amendment is consistent with the remainder of this Ordinance, including, specifically, any purpose and intent statements;
b. The proposed Zoning Ordinance Amendment does not represent a new idea not considered in this Ordinance, but does represent a revision necessitated by changing circumstances over time;
c. The proposed Zoning Ordinance Amendment does not correct an error in this Ordinance; and
d. The proposed Zoning Ordinance Amendment is not a revision of this Ordinance for the purpose of complying 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 10th day of April, 2025.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, 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

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ARTICLE 4 BUILDING, LOT & 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 STANDARD

4.3.1 CIVIC DISTRICT BUILDINGS & LOTS

A. Definitions

The terms Civic District, Civic Space and Civic Building are defined in **Article 9 (Definitions).**

B. Design; Compliance

If a Building, Lot, or Building Site is located within an area designated on the Official Zoning Map as Civic District, Civic Space or Civic Building.

1. Civic Space shall be designed generally as described in **Table 5.3.3-A (Civic Space Types - Summary)** and **Table 5.3.3-B (Civic Space Types - Specific Standards),** as related to the Adjacent District, or if Adjacent more than one, as related to the Adjacent District with the largest number of linear feet of common boundary with the Civic Space.
2. Development, re-Development, Lots, Buildings, Building Sites, Structures, and Improvements and Use thereof within Civic Districts must comply with the applicable standards and requirements of **Table 4.3.1-N (District Standards-Civic),** subject, however, to Section 4.3.1.B.4.
3. Without limitation to Section 4.3.1.B.2, Civic Buildings within Civic Districts must comply with the standards and requirements of Table 4.3.1-N(District Standards-Civic) and any other requirements as may be determined by the City Council.
4. Buildings operated for Civic purposes but not located within a Civic District must comply with the applicable District standards of the District in which they are situated.

4.3.2 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.

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 Hillsides & Natural Spaces future land use Character Areas described in the Comprehensive Plan.

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*	*Applicable only to Development Parcels
Block Perimeter	**NR**

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)***

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)***

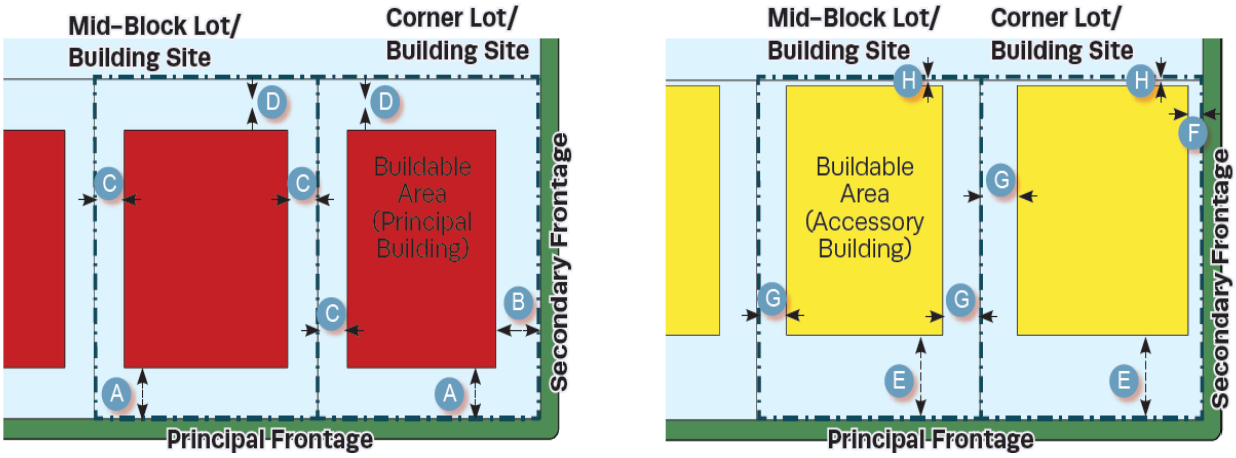
Permitted Uses

*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 5.1.7 (Principal Use Mix)**.*

Number of Buildings

Principal Building	1 max
Accessory Buildings	2 max

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 – Principal Building			Setbacks / Yards – Accessory Building		
Front Setback / Yard, Principal Frontage	30 ft. min	**A**	Front Setback / Yard, Principal Frontage	20 ft. min + Principal Building Front Setback / Yard	**E**
Front Setback / Yard, Secondary Frontage	30 ft. min	**B**	Front Setback / Yard, Secondary Frontage	30 ft. min	**F**
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**

CD-2 TABLE 4.3.1-A DISTRICT STANDARDS: RURAL CHARACTER DISTRICT

Building Standards	
Building Height*	
Principal Building	3 Stories max
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
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
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 Continued

Building Materials

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

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 5.1.6 (Building Type Mix)**.*

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 3rd Layer only, and in Driveway
Recreational Vehicles	**NP**	**P** in 3rd Layer only, and in Driveway
Heavy Equipment	**NP**	**P** in 3rd 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 3rd 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 2nd or 3rd Layer only; Min interior dimensions 10 ft. x 20 ft. per vehicle Parking space
Garage Design	If Garage faces Street in 1st or 2nd 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 1st Layer
Parking Structure	**NP**
Parking Structure Pedestrian Exit Location	**N/A**

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types* ** Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access	
Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**N/A**
Drive- Through Locations	**N/A**

CD-2 TABLE 4.3.1-A DISTRICT STANDARDS: RURAL CHARACTER DISTRICT

Non-Building Components

	1st Layer	2nd Layer	3rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	NP	NP	P
Solar Panels	P if coplanar to and integrated into roof deign	P if coplanar to and integrated into roof deign	P
Antennas & Satellite Equipment	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception	P
Recreation or Play Equipment	NP	P	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)***

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

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/ Streetscreen 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 Screening	**N/A** (not permitted in District)	
Streetscreen Location Parcel Buffer Project Buffer	2nd Layer Sections 4.3.11.H Section 5.8	

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.

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*	*Applicable only to Development Parcels
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)***

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

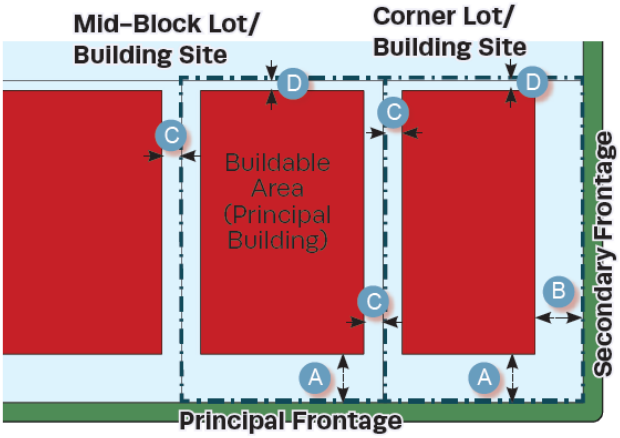
*See **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards)***

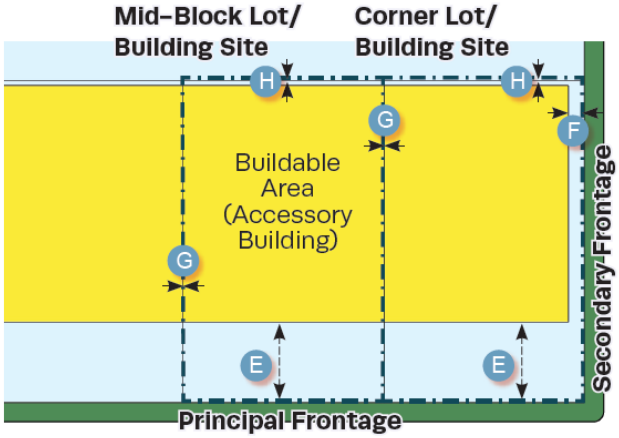
Permitted Uses

*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 5.1.7 (Principal Use Mix).***

Number of Buildings	
Principal Building	1 max
Accessory Buildings	2 max

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 ≤ 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**

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

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				
	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	**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			

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 5.1.6 (Building Type Mix).***

Vehicular Parking Requirements		
Parking Location		
	On-Street Parking	**Off-Street Parking**
Domestic Vehicles	P	P in 3rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3rd layer only, and in Driveway
Heavy Equipment	NP	P in 3rd 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 3rd 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 2nd or 3rd Layer only
Garage Design	Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space If Garage faces Street in 1st or 2nd 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 1st Layer
Parking Structure	NP
Parking Structure Pedestrian Exit Location	

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* ** Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access	
Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**N/A**
Drive- Through Locations	**N/A**

Non-Building Components			
	1st Layer	**2nd Layer**	**3rd Layer**
HVAC Equipment, Utility, Service and Mechanical Equipment	**NP**	**NP**	**P**
Solar Panels	**P** if coplanar to and integrated into roof deign		**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		**P**
Recreation or Play 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 Standard)***

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
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.

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	**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 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 / Streetscreen Adjacent to or across Throughfare 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 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		2nd Layer
Parcel Buffer		Section 4.3.11.H
Project Buffer		Section 5.8

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.





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)***

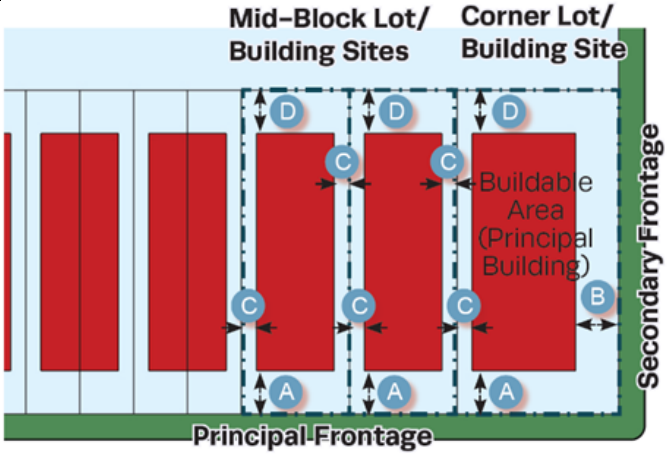
Permitted Uses

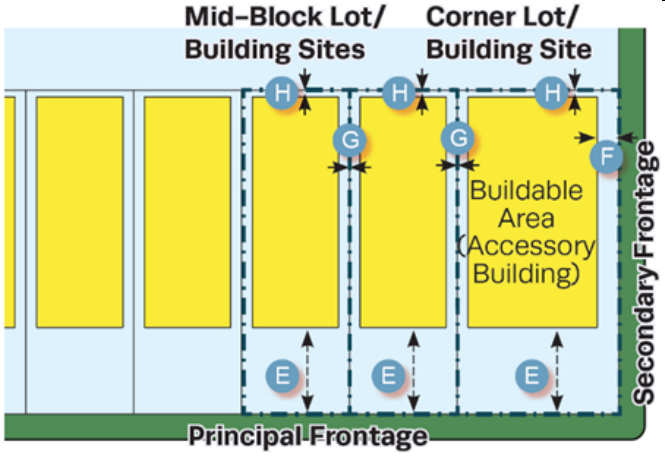
*See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use), Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses),** and **Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses).** For Development Parcels, see also **Table 5.1.7 (Principal Use Mix).***

Number of Buildings

Principal Building	1 max
Accessory Buildings	2 max

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 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 < 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	25 ft. min	A	Front Setback / Yard, Principal Frontage	20 ft. min behind Principal Building Frontage	E
Front Setback / Yard, Secondary Frontage	20 ft. min	B	Front Setback / Yard, Secondary Frontage	20 ft. min	F
Side Setback / Yard	8 ft. min	C	Side Setback / Yard	5 ft. min	G
Rear Setback / Yard	25 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

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**
Porch Frontages	Min. 6 ft. clear depth, excluding rails, pillars, columns or other features
Shopfront Frontages	**NR**
Façade Variety	**NR**

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				
	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 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	**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			

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 5.1.6 (Building Type Mix)**.*

Vehicular Parking Requirements		
Parking Location		
	On-Street Parking	**Off-Street Parking**
Domestic Vehicles	P	P in 3rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3rd layer only, and in Driveway
Heavy Equipment	NP	P in 3rd 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 3rd 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.
Garage Location	P In 2nd or 3rd Layer only
Garage Design	Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space If Garage faces Street in 1st or 2nd layer: max. Garage door width 33% of total Garage + Façade width
Driveway/ Vehicular Entrance Location	P in any Layer
Driveway/ Vehicular Entrance Maximum Width	20 ft. max in 1st 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* ** Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access	
Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**N/A**
Drive- Through Locations	**N/A**

Non-Building Components	**1st Layer**	**2nd Layer**	**3rd Layer**
HVAC Equipment, Utility, Service and Mechanical Equipment	**NP**	**P**	**P**
Solar Panels	**P** if coplanar to and integrated into roof deign	**P** if coplanar to and integrated into roof deign	**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception	**P**
Recreation or Play 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)***

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.

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 / Streetscreen Adjacent to or across Throughfare 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 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	2nd Layer
Parcel Buffer	Section 4.3.11.H
Project Buffer	Section 5.8

CD-4 TABLE 4.3.1-D DISTRICT STANDARDS: GENERAL URBAN CHARACTER DISTRICT



General Description

The CD-4 General Urban Character District consist 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 tress 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.



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

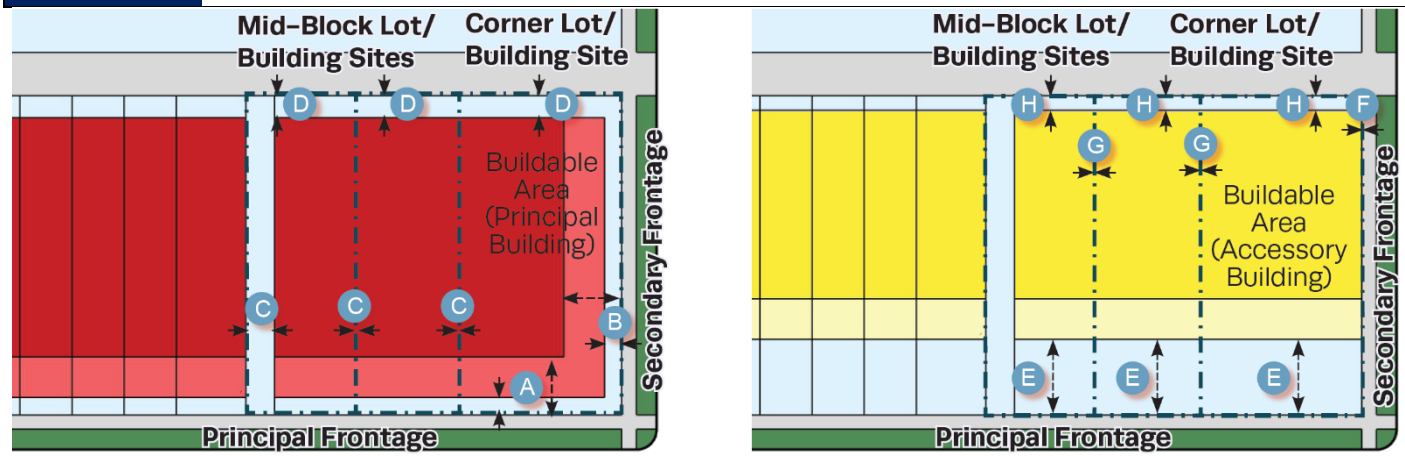
*See **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards)***

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 5.1.7 (Principal Use Mix).***

Number of Buildings	
Principal Building	1 max
Accessory Buildings	1 max

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.

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	0 ft. min	F
Side Setback / Yard	0 ft. min. between individual Townhouse Units & Duplex Units; otherwise, 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

CD-4 TABLE 4.3.1-D DISTRICT STANDARDS: GENERAL URBAN CHARACTER DISTRICT

Building Standards (continued)	
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 ≤ 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 Facade 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 1st 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

CD-4 TABLE 4.3.1-D DISTRICT STANDARDS: GENERAL URBAN 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	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).

CD-4 TABLE 4.3.1-D DISTRICT STANDARDS: GENERAL URBAN CHARACTER DISTRICT

Building Materials

	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 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**; 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, 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	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 5.1.6 (Building Type Mix).***

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 3rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3rd layer only, and in Driveway
Heavy Equipment	NP	P in 3rd 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 3rd layer only, and in Driveway

Additional Parking Requirements

Off-Street Parking Surface	Asphalt, concrete, or another hard surface
Garage Location	P In 3rd Layer only
Garage Design	Min. interior dimensions 10 ft. x 20 ft. per vehicle Parking space If Garage faces Street in 1st or 2nd 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 1st Layer if Residential; 36 ft. max in 1st 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*

** Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

CD-4 TABLE 4.3.1-D DISTRICT STANDARDS: GENERAL URBAN CHARACTER DISTRICT

Loading & Access	
Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only
Drive- Through Locations	**P** in 3rd Layer only

Non-Building Components	1st Layer	2nd Layer	3rd 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 deign		**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		**P**
Recreation or Play 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)***

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 ≥ 3ft. deep, plus if 1st Layer is ≥ 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 average 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

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	**Not at Frontage or Adjacent to Civic Space**
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 / Streetscreen Adjacent to or across Throughfare from Non-Multi-Family 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 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 parapet or other Building Element	
Self-Storage Warehouse Screening	**N/A** (not permitted in District)	
Streetscreen Location	2nd Layer	
Parcel Buffer	Section 4.3.11.H	
Project Buffer	Section 5.8	

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.





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*	*Applicable only to Development Parcels
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
Green	NP	Sport Field	NP
Square	P	Community Garden	P
Plaza	P	Pocket Park	P

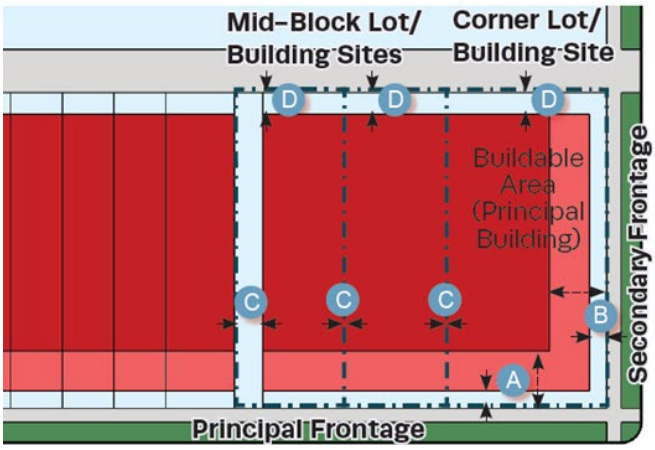
*See **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards)***

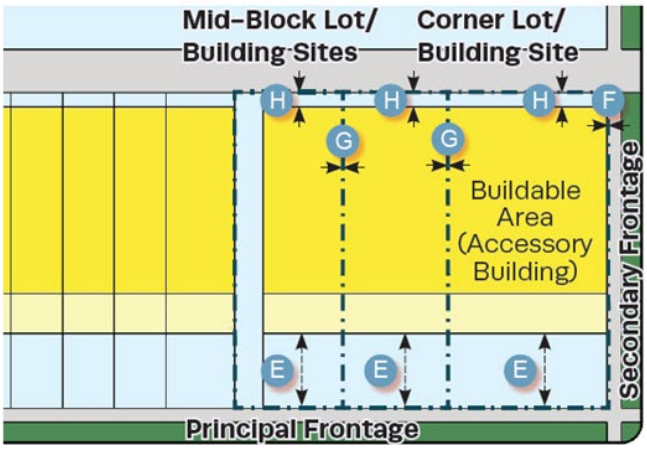
Permitted Uses

*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 5.1.7 (Principal Use Mix).***

Number of Buildings	
Principal Building	1 max
Accessory Buildings	1 max

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.

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**

CD-4C TABLE 4.3.1-E DISTRICT STANDARDS: GENERAL URBAN CORRIDOR CHARACTER DISTRICT

Building Standards	
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 ≤ 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 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 for transoms and sidelights, Windows in Facade 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 1st 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

CD-4C TABLE 4.3.1-E DISTRICT STANDARDS: GENERAL URBAN 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			
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, 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

CD-4C TABLE 4.3.1-E DISTRICT STANDARDS: GENERAL URBAN CORRIDOR CHARACTER DISTRICT

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 5.1.6 (Building Type Mix).***

Vehicular Parking Requirements

Parking Location

	On-Street Parking	Off-Street Parking
Domestic Vehicles	P	P in 3rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3rd layer only, and in Driveway
Heavy Equipment	NP	P in 3rd layer only, and in Driveway
Tractor Trailers (including trailers for storage)	NP	P in 3rd layer only, and in Driveway
All other vehicles	NP	P in 3rd layer only, and in Driveway except where the Lot or Building Site utilizing Commercial, Large-Scale Commercial, Mixed Use, or Flex buildings enfronts a Thoroughfare with an Arterial functional classification, a maximum of two bays of on-site parking and a drive aisle between the building and the Thoroughfare is permitted.

CD-4C TABLE 4.3.1-E DISTRICT STANDARDS: GENERAL URBAN CORRIDOR CHARACTER DISTRICT

Vehicular Parking Requirements (Continued)

Additional Parking Requirements

Off-Street Parking Surface	Prepared surface of asphalt, concrete, or another hard surface
Garage Location	**P** In 3rd 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 1st Layer if Residential; 36 ft. max in 1st 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* ** Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

CD-4C TABLE 4.3.1-E DISTRICT STANDARDS: GENERAL URBAN CORRIDOR CHARACTER DISTRICT

Loading & Access	
Off-Street Loading and Storage	P in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	P in 3rd Layer only
Off-Street Trash Receptacle Locations	P in 3rd Layer only
Off-Street Dumpster Locations	P in 3rd Layer only
Drive- Through Locations	P in 3rd Layer only

Non-Building Components	1st Layer	2nd Layer	3rd 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 deign		P
Antennas & Satellite Equipment	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Play 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)***

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 ≥ 3ft. deep, plus if 1st Layer is ≥ 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** Where parking is located in the First Layer, continuous pedestrian connection shall be provided from the Main Entrance of the Building to the Frontage Line and adjacent uses by way of an elevated crosswalk traversing the parking area and connected sidewalks
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.

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	**Not at Frontage or Adjacent to Civic Space**
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 / Streetscreen Adjacent to or across Throughfare from Non-Multi-Family 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 Frontage and Civic Space by Building or Streetscreen; 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 Frontages or Adjacent to Civic Space. Where parking is located in the First Layer, it shall be screened by a landscape buffer at least 10 feet in width consisting of two canopy trees and two accent trees per 100 linear feet of property frontage.	
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	2nd Layer	
Parcel Buffer	Section 4.3.11.H	
Project Buffer	Section 5.8	

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.

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*

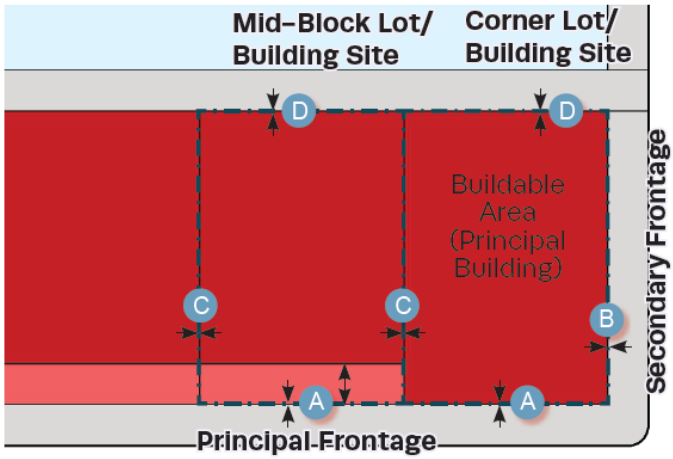
Natural Area	NP	Playground	P
Green	NP	Sport Field	NP
Square	P	Community Garden	P
Plaza	P	Pocket Park	P

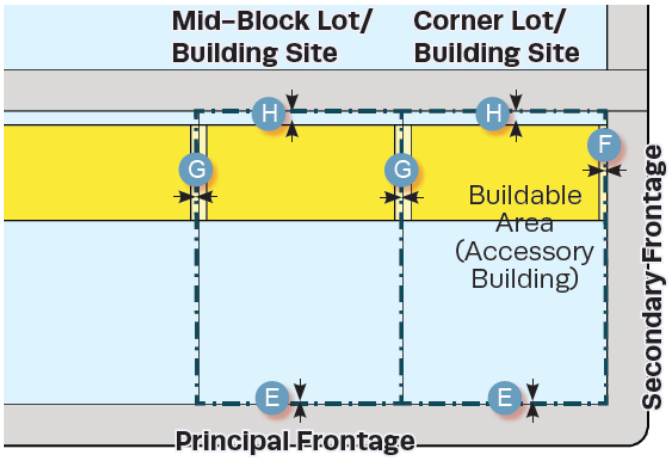
*See **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards)***

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 5.1.7 (Principal Use Mix).***

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS: URBAN CENTER CHARACTER DISTRICT





Number of Buildings	
Principal Building	1 max
Accessory Buildings	1 max
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 ≤ 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.

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS: URBAN CENTER CHARACTER DISTRICT

Setbacks / Yards					
Setbacks / Yards – Principal Building			**Setbacks / Yards – Accessory Building**		
Front Setback / Yard, Principal Frontage	0 ft. at corners; 0 ft. min; 15 ft. max. elsewhere	A	Front Setback / Yard, Principal Frontage	40 ft. max from rear property line; except	E
Front Setback / Yard, Secondary Frontage	0 ft. at corners; 0 ft. min; 15 ft. max. elsewhere	B	Side Setback / Yard	3 ft. max	F
Side Setback / Yard, each side	0 ft. min; 24 ft. max per side	C	Rear Setback / Yard	5 ft. min	G
Rear Setback / Yard	**NR**	D			

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

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS: URBAN CENTER CHARACTER DISTRICT

Building Standards (Continued)	
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 ≤ 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 Facade and 1st & 2nd 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 is **Required** for all Elevations
Window Trim in 1st 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 Shopfront Frontages	Min. 6 ft. clear depth, excluding rails, pillars, columns or other features 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				
	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

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS: URBAN CENTER CHARACTER DISTRICT

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 5.1.6 (Building Type Mix).***

Vehicular Parking Requirements

Parking Location

	On Street Parking	Off-Street Parking
Domestic Vehicles	P	P in 3rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3rd layer only, and in Driveway
Heavy Equipment	NP	P in 3rd layer only, and in Driveway
Tractor trailers (including trailers for storage)	NP	P in 3rd layer only, and in Driveway
All Other Vehicles	NP	P in 3rd layer only, and in Driveway

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS: URBAN CENTER CHARACTER DISTRICT

Additional Parking Requirements	
Off-Street Parking Surface	Prepared surface of asphalt, concrete, or another hard surface
Garage Location	**P** In 3rd 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 1st 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

Vehicular Parking Requirements
Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*	* Applicable only to Development Parcels

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access	
Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only
Drive- Through Locations	**P** in 3rd Layer only

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS: URBAN CENTER CHARACTER DISTRICT

Non-Building Components

	1st Layer	2nd Layer	3rd 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 deign	P if coplanar to and integrated into roof deign	P
Antennas & Satellite Equipment	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception	P
Recreation or Play 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)***

CD-5 TABLE 4.3.1-F DISTRICT STANDARDS: URBAN CENTER CHARACTER DISTRICT

Private Landscaping and Fencing

Landscaping

NA if paved or ≤ 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

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	Not at Frontage or Adjacent to Civic Space
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	2nd Layer
Parcel Buffer	Section 4.3.11.H
Project Buffer	Section 5.8

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.

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*			
Natural Area	NP	Playground	P
Green	NP	Sport Field	NP
Square	P	Community Garden	P
Plaza	P	Pocket Park	P

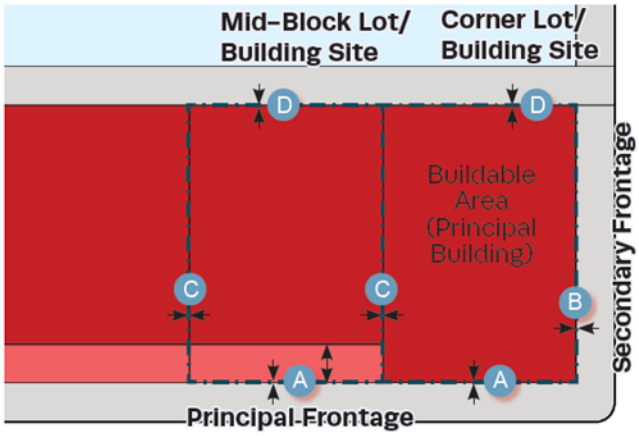
*See **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards)***

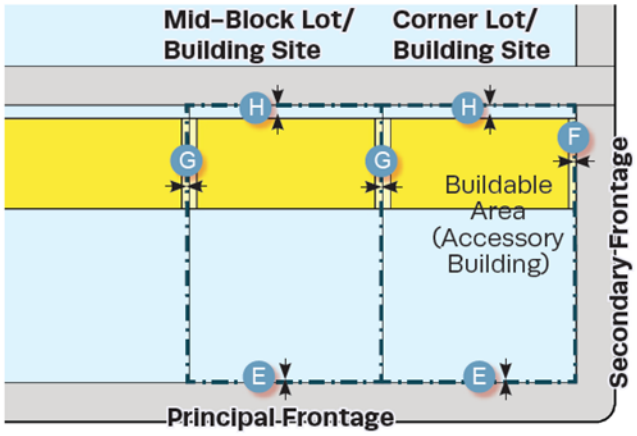
Permitted Uses

*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 5.1.7 (Principal Use Mix).***

Number of Buildings	
Principal Building	1 max
Accessory Buildings	1 max

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 ≤ 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	0 ft. at corners; 0 ft. min; 15 ft. max elsewhere	**A**	Front Setback / Yard, Principal Frontage	40 ft. max. from rear property line	**E**
Front Setback / Yard, Secondary Frontage	0 ft. at corners; 0 ft. min; 15 ft. max elsewhere	**B**	Side Setback / Yard	3 ft. max.	**F**
Side Setback / Yard, each side	0 ft. min; 24 ft. max. per side	**C**	Rear Setback / Yard	3 ft. min. or 5 ft. min. if Garage door faces Rear Alley	**G**
Rear Setback	**NR**	**D**			

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 ≤ 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

CD-5C TABLE 4.3.1-G DISTRICT STANDARDS: URBAN CENTER CORRIDOR CHARACTER DISTRICT

Building Standards (Continued)	
Façade	
Window Types	Except in Shopfront or Gallery Frontage, and except for Transoms and sidelights, Windows in Facade and 1st & 2nd 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 is **Required** for all Elevations
Window Trim in 1st 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

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).

CD-5C TABLE 4.3.1-G DISTRICT STANDARDS: URBAN CENTER CORRIDOR CHARACTER DISTRICT

Building Standards (Continued)

Building Materials

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, 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 5.1.6 (Building Type Mix**).*

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 3rd layer only, and in Driveway
Recreational Vehicles	**NP**	**P** in 3rd layer only, and in Driveway
Heavy Equipment	**NP**	**P** in 3rd layer only, and in Driveway
Tractor trailers (including trailers for storage)	**NP** on-Street, except for delivery	**P** in 3rd layer only, and in Driveway and Temporary Use of trailers
All Other Vehicles	**NP**	**P** in 3rd Layer only, and in Driveway

Vehicular Parking Requirements (Continued)

Additional Parking Requirements

Off-Street Parking Surface	Prepared surface of asphalt, concrete, or another hard surface
Garage Location	**P** In 3rd 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 1st 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

CD-5C TABLE 4.3.1-G DISTRICT STANDARDS: URBAN CENTER CORRIDOR CHARACTER DISTRICT

Loading & Access

Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only
Drive- Through Locations	**P** in 3rd Layer only

Non-Building Components

	1st Layer	2nd Layer	3rd 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 deign		**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		**P**
Recreation or Play 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)***

CD-5C TABLE 4.3.1-G DISTRICT STANDARDS: URBAN CENTER CORRIDOR CHARACTER DISTRICT

Private Landscaping and Fencing			
Landscaping			
NA if paved or ≤ 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		

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	**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
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	2nd Layer	
Parcel Buffer	Section 4.3.11.H	
Project Buffer	Section 5.8	

SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED HOME PARK RESIDENTIAL SPECIAL DISTRICT

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.

SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED HOME PARK RESIDENTIAL SPECIAL DISTRICT

Density / Floor Area Ratio (FAR)

**Applicable only to Development Parcels*

6 Density Unites 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 5.1.7 (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

SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED 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	max. 25% of Manufactured Home Site
Impervious Surface Coverage	35% max
Building Site Enfrontment	Must enfront a vehicular Thoroughfare or Internal Drive, except ≤ 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] Non-Residential: 50 ft. min.	A	Side Yard-Per side	Residential:[1] Non-Residential: 2 Stories or less 15 ft. min 3 or more Stories 25 ft. min	B
Street Yard-Collector	Residential:[1] Non-Residential: 50 ft. min.	A	Side Yard-Total	Residential:[1] Non-Residential: **NR**	B
Street Yard-Minor	Residential:[1] Non-Residential: 50 ft. min.	A	Rear Yard	Residential:[1] 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.

SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED 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

SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED HOME PARK RESIDENTIAL SPECIAL DISTRICT

Building Types

Manufactured Homes & Associated Buildings

Vehicular Parking Requirements

Parking Location

	On-Street Parking	Off-Street Parking
Domestic Vehicles	P	P in 3rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3rd layer only, and in Driveway
Heavy Equipment	NP	P in 3rd layer only, and in Driveway
Tractor trailers (including trailers for storage)	NP on-Street except for delivery	P in 3rd layer only, and in Driveway
All Other Vehicles	NP	P in 3rd 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*

**Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED HOME PARK RESIDENTIAL SPECIAL DISTRICT

Loading & Access

Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Trash Receptacle Locations – Manufactured Home Sites	**P** in 3rd Layer only, except when moved to 1st or 2nd Layer for pickup
Community Trash Receptacle or Dumpster Locations	**P** in 3rd Layer only, must be screened from Frontage and fully enclosed on 3 sides and enclosed on the 4th side with self-closing gate
Drive- Through Locations	**N/A**

Non-Building Components

	1st Layer	2nd Layer	3rd Layer
HVAC Equipment, Utility, Service and Mechanical Equipment	**NP**	**NP**	**P**
Solar Panels	**P** if coplanar to and integrated into roof deign		**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		**P**
Recreation or Play 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)***

SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED 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 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

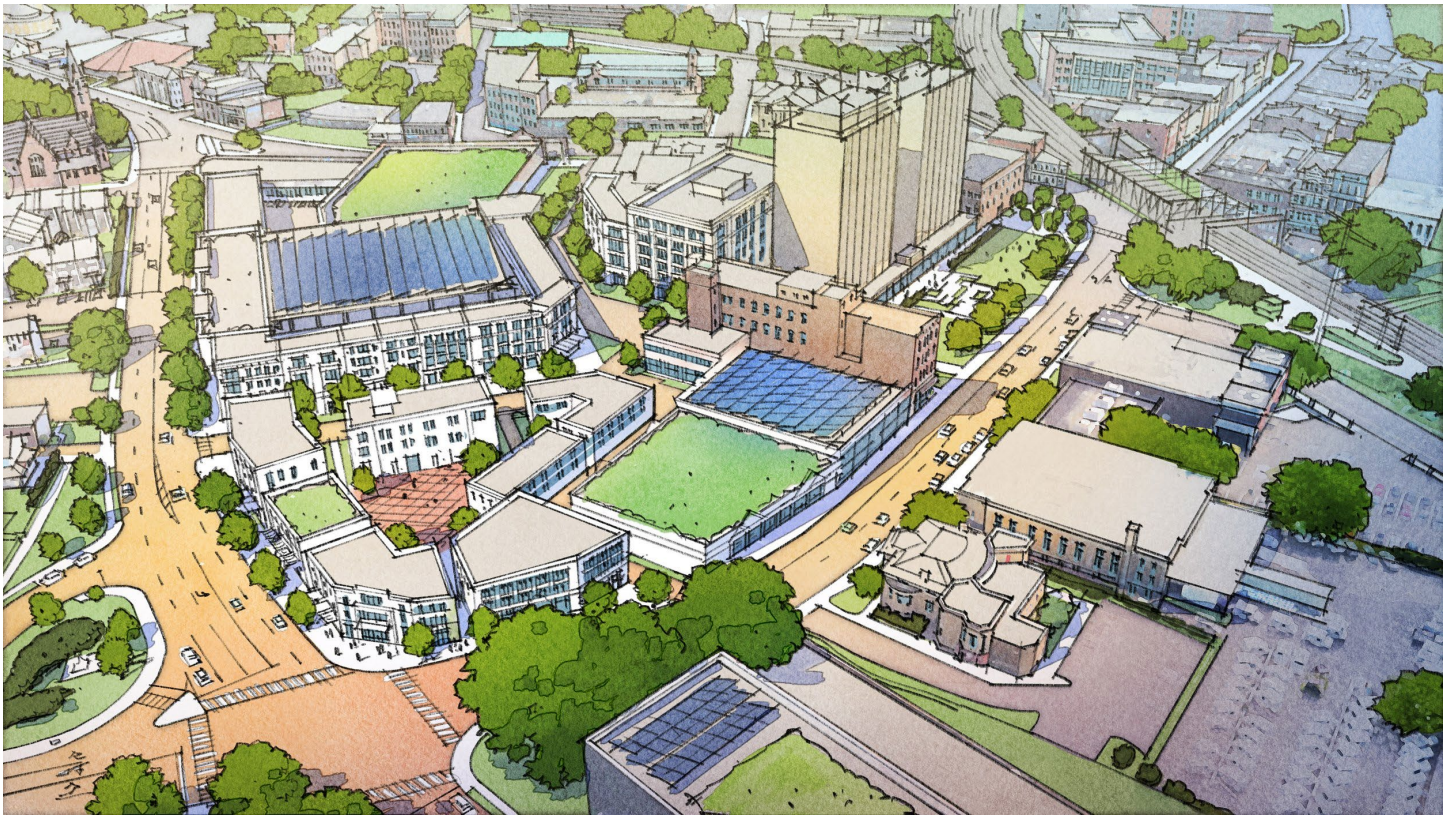
SD-MHP TABLE 4.3.1-H DISTRICT STANDARDS: MANUFACTURED HOME PARK RESIDENTIAL SPECIAL DISTRICT

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	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	**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	

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 top 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.



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*

**Applicable only to Development Parcels*

Block Perimeter	**NR**

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 5.1.7 (Principal Use Mix).***

Number of Buildings Per Lot or Building Site

Principal Building	1 max. per Lot or Building Site
Accessory Buildings	1 max.

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	
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) 60 ft. 2. Otherwise, 30 ft. — **A**
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; Otherwise, 10 ft. min [(1)(2)(3)] — **B**
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**

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:

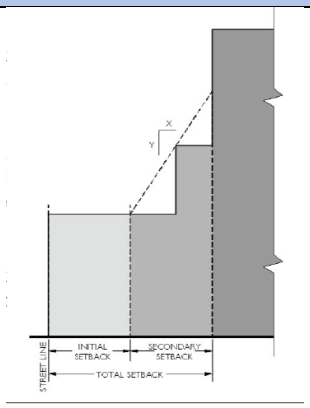
a. For all interior Lots between 80 ft. and 100 ft. deep, the required Rear Yard shall be reduced by an amount equal to the lesser of (1) 100 ft. minus the depth of the Lot or (2) 10ft.

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.

	Otherwise, 10 ft. min [1][2][3]

SD-INT TABLE 4.3.1-I DISTRICT STANDARDS: INTERSTATE SERVICE SPECIAL DISTRICT

Building Standards		
Building Height*		
Principal Building	Initial Stepback = depth of required Front Setback / Street Yard, within which no Structure is allowed Max, height within 1st 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 of 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

SD-INT TABLE 4.3.1-I DISTRICT STANDARDS: INTERSTATE SERVICE SPECIAL DISTRICT

Building Standards (Continued)	
Façade (Continued)	
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 ≤ 20 ft. apart. In Stories above first, Façade openings must be ≤ 50% of 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 1st & 2nd 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 1st 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	

SD-INT TABLE 4.3.1-I DISTRICT STANDARDS: INTERSTATE SERVICE SPECIAL DISTRICT

Building Standards (Continued)

Building Materials

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

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 5.1.6 (Building Type Mix).***

SD-INT TABLE 4.3.1-I DISTRICT STANDARDS: INTERSTATE SERVICE SPECIAL DISTRICT

Vehicular Parking Requirements (Continued)

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 1st Layer if Residential; 36 ft. max. in 1st 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*

**Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

SD-INT TABLE 4.3.1-I DISTRICT STANDARDS: INTERSTATE SERVICE SPECIAL DISTRICT

Loading & Access

Off-Street Loading and Storage	P in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	P in 3rd Layer only
Trash Receptacle Locations – Manufactured Home Sites	P in 3rd Layer only, except when moved to 1st or 2nd Layer for pickup
Community Trash Receptacle or Dumpster Locations	P in 3rd Layer only, must be screened from Frontage and fully enclosed on 3 sides and enclosed on the 4th side with self-closing gate
Drive- Through Locations	P in 3rd Layer only

Non-Building Components

	1st Layer	2nd Layer	3rd 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 deign		P
Antennas & Satellite Equipment	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Play 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

SD-INT TABLE 4.3.1-I DISTRICT STANDARDS: INTERSTATE SERVICE SPECIAL DISTRICT

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-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
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	**NR**
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

SD-INT TABLE 4.3.1-I DISTRICT STANDARDS: INTERSTATE SERVICE SPECIAL DISTRICT

Screens, Street-Screens & Buffers		
Height		
	At Front 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; 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	

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.

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 5.1.7 (Principal Use Mix).***

Number of Buildings Per Lot or Building Site
Principal Building
Accessory Buildings

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 vis 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 40 ft. (1) . Otherwise , 20ft.	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	3. For sites abutting a Residential District, 50 ft. along the common boundary; 4. Otherwise, 20 ft. min (1)(2)(3))(4)	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.

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 Element Design Proportions	**NR** Flex Building with Industrial Category Use Other – Must be vertically proportioned
Blank Walls	**NP** at Frontage
Façade Articulation	**NR** Flex Building with Industrial Category Use 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.

SD-LI TABLE 4.3.1-J DISTRICT STANDARDS: LIGHT INDUSTRIAL SPECIAL DISTRICT

Building Standards (Continued)	
Façade (Continued)	
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 Others - Square or vertical in proportion, except transoms
Window Alignment	**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 Facade and 1st & 2nd 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 1st 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**
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

SD-LI TABLE 4.3.1-J DISTRICT STANDARDS: LIGHT INDUSTRIAL SPECIAL DISTRICT

Building Standards (Continued)

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

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

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 5.1.6 (Building Type Mix).***

SD-LI TABLE 4.3.1-J DISTRICT STANDARDS: LIGHT INDUSTRIAL SPECIAL DISTRICT

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 3rd Layer only.
Recreational Vehicles	**NP**	**P** in any Required Yard, unless specifically prohibited* Except Residential and Commercial in 3rd Layer only.
Heavy Equipment	**NP**	**P** in any Required Yard, unless specifically prohibited* Except Residential and Commercial in 3rd Layer only.
Tractor Trailers (including trailers for storage)	**NP**	**P** in any Required Yard, unless specifically prohibited* Except Residential and Commercial in 3rd Layer only.
All other Vehicles	**NP**	**P** in any Required Yard, unless specifically prohibited* Except Residential and Commercial in 3rd 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 3rd 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 1st Layer and 2nd Layer if Residential; 24 ft. max in 1st 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

SD-LI TABLE 4.3.1-J DISTRICT STANDARDS: LIGHT INDUSTRIAL SPECIAL DISTRICT

Vehicular Parking Requirements (Continued)	
Bicycle Parking	
See Section 4.3.13	
Thoroughfare & Internal Drive Types*	**Applicable only 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 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only, must be Screened from Frontage and fully enclosed on 3 sides and enclosed on the 4th side with self-closing gate
Drive- Through Locations	**P** in 3rd Layer only

Non-Building Components	1st Layer	2nd Layer	3rd 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 deign		**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		**P**
Recreation or Play 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**

SD-LI TABLE 4.3.1-J DISTRICT STANDARDS: LIGHT INDUSTRIAL SPECIAL DISTRICT

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 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

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	**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
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 Parcel Buffer Project Buffer	2nd Layer Section 4.3.11.H Section 5.8	

SD-HI TABLE 4.3.1-K DISTRICT STANDARDS: HEAVY INDUSTRIAL SPECIAL DISTRICT

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.

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 5.1.6 (Principal Use Mix).***

Number of Buildings

Principal Building
Accessory Buildings

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: 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. c. 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 . 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

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.

Rear Yard	As applicable: 1. For sites abutting a Residential District, 50 ft. along the common boundary; 2. Otherwise, 20 ft. min [(1)(2)(3))(4)]	C

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
Window Trim in 1st Layer	**NR**
Shutters	**NR**
Façade Window Sill Height	**NR**
Porch Frontages	**NR**
Shopfront Frontages	**NR**
Façade Variety	**NR**

Roof Type & Pitch

NR

Roof Design

NR

Building Materials

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	Off-Street Parking
Domestic Vehicles	NP	P in any Required Yard, unless specifically prohibited* Except Residential and Commercial in 3rd Layer only.

SD-HI TABLE 4.3.1-K DISTRICT STANDARDS: HEAVY INDUSTRIAL SPECIAL DISTRICT

Vehicular Parking Requirements (Continued)	
Additional Parking Requirements	
Off-Street Parking Surface	Asphalt or concrete
Garage Location	**P** In 3rd Layer only
Garage Design	**NR**
Driveway/ Vehicular Entrance Location	**P** in any Layer
Driveway/ Vehicular Entrance Maximum Width	10 ft max. in 1st Layer and 2nd Layer if Residential; 36 ft. max in 1st 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* **Applicable only 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 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only, must be Screened from Frontage and fully enclosed on 3 sides and enclosed on the 4th side with self-closing gate
Drive- Through Locations	**P** in 3rd Layer only

SD-HI TABLE 4.3.1-K DISTRICT STANDARDS: HEAVY INDUSTRIAL SPECIAL DISTRICT

Non-Building Components

	1st Layer	2nd Layer	3rd 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 deign		P
Antennas & Satellite Equipment	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Play 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 ≥ 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 ≥ 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**

SD-HI TABLE 4.3.1-K DISTRICT STANDARDS: HEAVY INDUSTRIAL SPECIAL DISTRICT

Private Landscaping and Fencing	
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	2nd Layer
Parcel Buffer	Section 4.3.11.H
Project Buffer	Section 5.8

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 one 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.



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

*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 5.1.6 (Principal Use Mix).***

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	
Lot/ Building Site Width	18 ft. min; 180 ft. max; 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. 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.
Frontage Buildout	60% min.
Lot/ Building Site Area	**NR**
Impervious Surface Coverage	70% max; except 90% max. for each group of attached Townhouse units.
Lot/ Building Site Enfrontment	Must enfront a vehicular Thoroughfare or Internal Drive, except ≤ 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.

PUD-R TABLE 4.3.1-L DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

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
Rear Setback	10 ft. min.	D			

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 3rd 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.

PUD-R TABLE 4.3.1-L DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

Building Composition	
Vertical Composition	Each Principal Building must have an identifiable Base, Middle & Cap
Finished Floor Level	Min. 18 in. 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	Façade windows, and/or doors spaced ≤ 20 ft. apart In Stories above first Façade openings must be ≤ 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 Facade and 1st & 2nd 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 is **Required** for all Elevations
Window Trim in 1st 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

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

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

PUD-R TABLE 4.3.1-L DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

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
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 5.1.6 (Building Type Mix)****.*

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 3rd 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 1st Layer if Residential; 24 ft. max in 1st 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* **Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

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 3rd 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 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only, must be Screened from Frontage and fully enclosed on 3 sides and enclosed on the 4th side with self-closing gate
Drive- Through Locations	**P** in 3rd Layer only

Non-Building Components

	1st Layer	2nd Layer	3rd 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 deign		**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd 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)

PUD-R TABLE 4.3.1-L DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

Private Landscaping and Fencing

Landscaping

Required if 1st Layer ≥ 3ft, 30% of 1st Layer must be landscaped, with continuous shrubs along foundation at Façade and additionally if 1st Layer ≥ 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

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

PUD-R TABLE 4.3.1-L DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT

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	2nd Layer
Parcel Buffer	Section 4.3.11.H
Project Buffer	Section 5.8

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 an 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.



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

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*			
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

*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 5.1.6 (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 ≤ 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 attached Buildings; Otherwise, 10-24 ft.	C	Rear Setback / Yard	3 ft. max	G
Rear Setback	**NR**	D			

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.

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 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 ≤ 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 1st & 2nd Layers must be single-hung, double-hung, casement or awning types. In Stories above first, Façade openings must be ≤ 50% of total Façade area.

PUD-MU TABLE 4.3.1-M DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT – MIXED USE

Building Standards (Continued)

Façade (Continued)	
Window Glazing Material	Clear glass is **Required** for all Elevations
Window Trim in 1st 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

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).

PUD-MU TABLE 4.3.1-M DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT – MIXED USE

Building Materials

	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	P	Commercial	P
Duplex	P	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 5.1.6 Building Type Mix).***

Additional Parking Requirements	
Off-Street Parking Surface	Asphalt, concrete, or another hard surface
Garage Location	**P** In 3rd 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

Vehicular Parking Requirements

Parking Location

	On-Street Parking	Off-Street Parking
All Vehicles	**P**	**P** in 3rd Layer only

Bicycle Parking

See Section 4.3.13

Thoroughfare & Internal Drive Types*

**Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

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 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**Required** per Table 4.3.14.b (Loading Requirements); **P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only, must be Screened from Frontage and fully enclosed on 3 sides and enclosed on the 4th side with self-closing gate
Drive- Through Locations	**P** in 3rd Layer only

Non-Building Components

	1st Layer	2nd Layer	3rd 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 deign		**P**
Antennas & Satellite Equipment	**P** in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		**P**
Recreation or Play 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)***

PUD-MU TABLE 4.3.1-M DISTRICT STANDARDS: PLANNED UNIT DEVELOPMENT – MIXED USE

Private Landscaping and Fencing

Landscaping

Required if 1st Layer ≥ 3ft, 30% of 1st Layer must be landscaped, with continuous shrubs along foundation at Façade and additionally if 1st Layer ≥ 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 ≤ 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 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.

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	**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

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

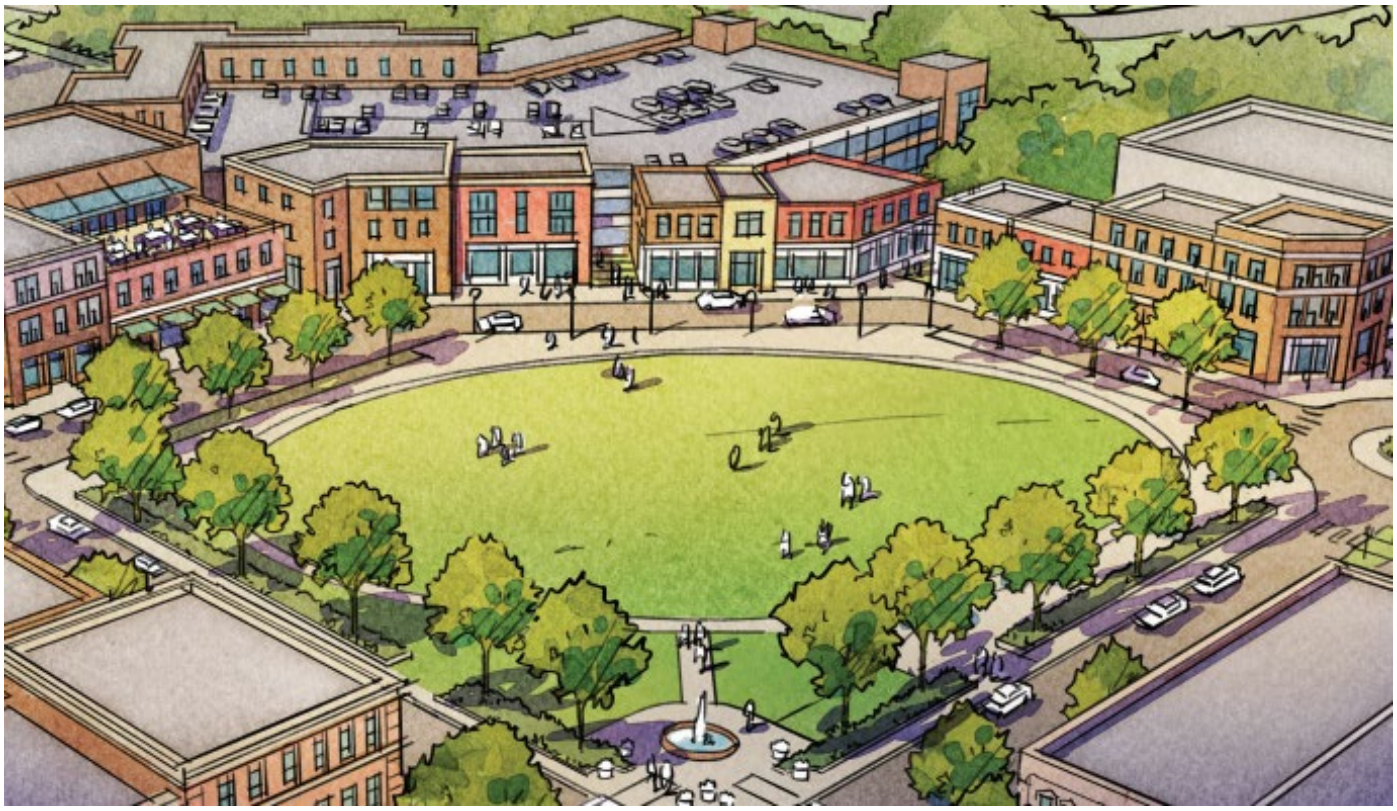
Additional Standards	
Non-Residential & Multi-Family Residential Screen. Street Screen Adjacent to or across Thoroughfare from Non-Family Residential	**NR**
Screening of Parking, Loading Areas, Service Areas, Outdoor Storage, Drive-Throughs, Trash Receptacle/Dumpsters, HVAC and other equipment Screened 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	2nd 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.

OTHER DISTRICTS FROM PREVIOUS ORDINANCES TO BE REGULATED BY THEIR PUD APPROVALS.

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT



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.

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

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 5.1.7 (Principal Use Mix).***

Number of Buildings Per Lot or Building Site	
Principal Building	1 max
Accessory Buildings	1 max

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

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	
Vertical Composition	Each Principal Building must have an identifiable Base Middle & Cap
Finished Floor Level	**NR**

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

Building Standards (Continued)	
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 ≤ 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 Facade and 1st & 2nd 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 is **Required** for all Elevations
Window Trim in 1st 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	**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 Facade
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).	

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

Building Standards (Continued)				
Building Materials				
	Brick	P	Authentic stucco over	P
	Natural stone	P	Exposed concrete	NP
	Wood	P	Vinyl or Aluminum	NP
	Cementitious siding	P	Corrugated and/or	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	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 5.1.6 (Building Type Mix).***

Vehicular Parking Requirements		
Parking Location		
	On-Street Parking	**Off-Street Parking**
Domestic Vehicles	P	P in 3rd layer only, and in Driveway
Recreational Vehicles	NP	P in 3rd layer only, and in Driveway
Heavy Equipment	NP	P in 3rd 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 3rd Layer only, and in Driveway

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

Vehicular Parking Requirements (Continued)	
Additional Parking Requirements	
Off-Street Parking Surface	Prepared surface of gravel, asphalt, concrete, or another hard surface
Garage Location	**P** In 3rd 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 1st and 2nd 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*	**Applicable only to Development Parcels*

See Article 5 (Development Parcel Standards) for additional requirements

Loading & Access	
Off-Street Loading and Storage	**P** in 3rd Layer only
Utility Box & Service Meter* Locations (*Not including water meters)	**P** in 3rd Layer only
Off-Street Trash Receptacle Locations	**P** in 3rd Layer only
Off-Street Dumpster Locations	**P** in 3rd Layer only, must be Screened from Frontage and fully enclosed on 3 sides and enclosed on the 4th side with self-closing gate
Drive- Through Locations	**P** in 3rd Layer only

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

Non-Building Components

	1st Layer	2nd Layer	3rd 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 deign		P
Antennas & Satellite Equipment	P in 1st or 2nd Layer if such Layer is only possible location for satisfactory reception		P
Recreation or Play 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)

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.

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

Private Landscaping and Fencing (Continued)			
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

CV TABLE 4.3.1-N DISTRICT STANDARDS: CIVIC DISTRICT

Private Landscaping and Fencing (Continued)	
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	2nd Layer

4.3.3 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-N (District 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-N (District Standards).

C. Enfrontment

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-N (District Standards).

D. Through Lots

Through Lots and Building Sites are prohibited, except

1. Blocks entirely comprised of Civic Spaces;
   a. Lots and Building Sites enfronting a roadway with a functional classification of Principal Arterial; and
   b. 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-N (District Standards)** shall be applicable to each Lot, Building Site, or parcel of land
2. Il 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-N (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 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.
   c. 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.

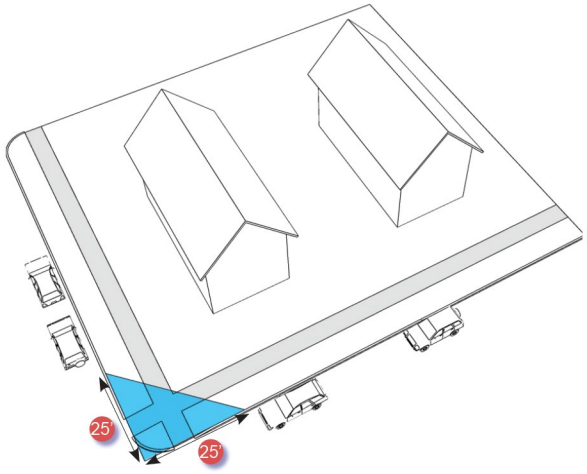
F. Lots in Two Districts

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

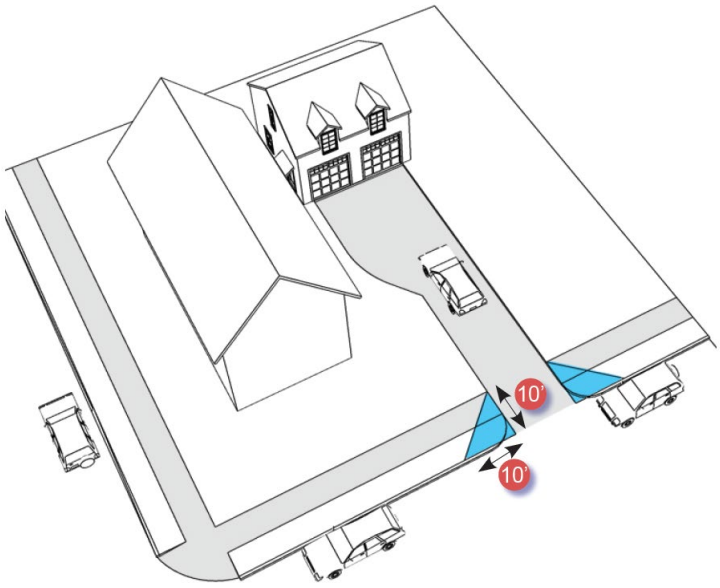
1. On a Corner Lot or Building Site, no Fence, Wall, hedge, Structure, or planting more than 3 feet in height, measured above the Curb level shall be erected, placed, or maintained within the triangular area formed by the intersecting lines of the curbs of the enfronting Thoroughfares or Internal Drives 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)



2. 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.

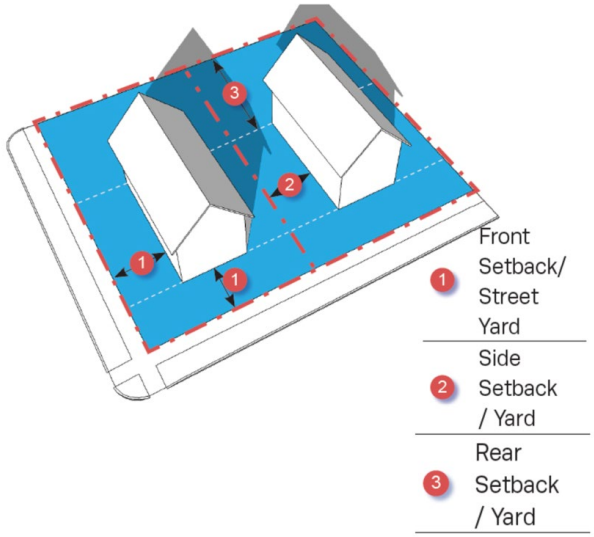
1. No Building shall be erected on a Lot or Building Site that does not Abut an open public Thoroughfare, an approved private Thoroughfare or Internal Drive, or an approved private vehicular access Easement.
2. Where access is provided by an approved private street or Easement, an Easement for the same 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.

4.3.4 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-N (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.

ILLUSTRATION 4.3.4.A SETBACK /YARD DESIGNATIONS

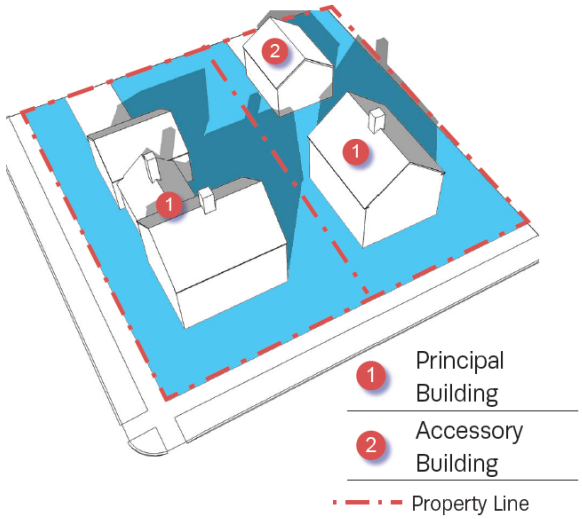


B. Principal Buildings

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-N (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

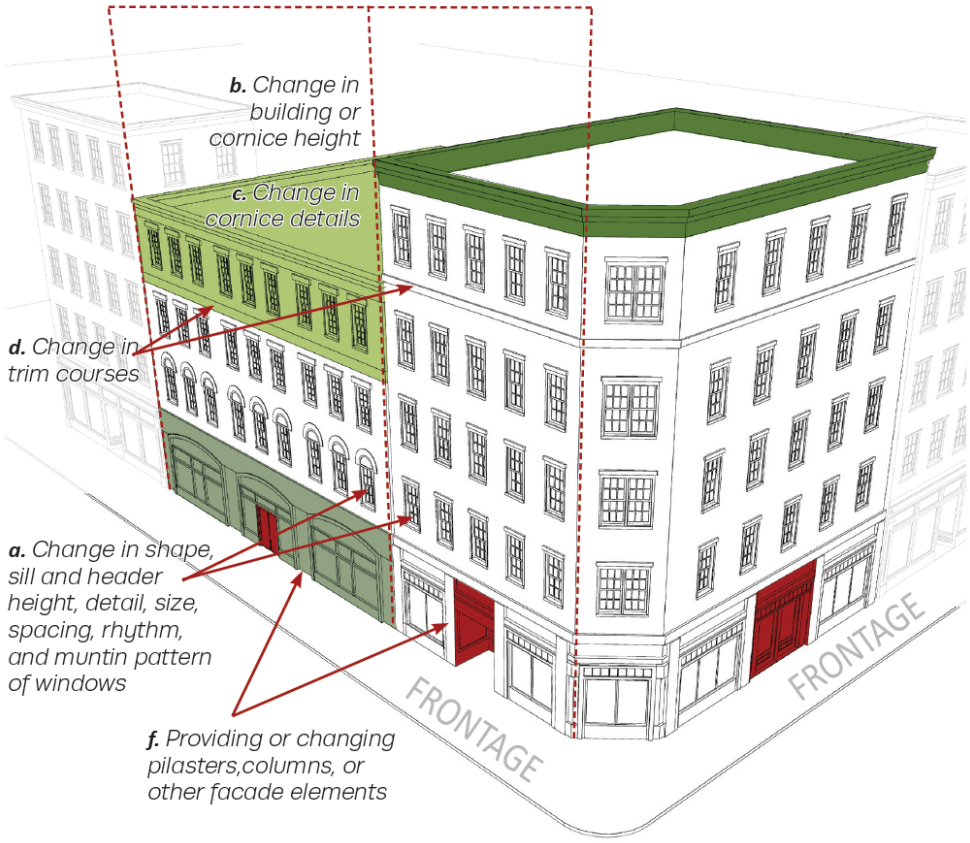
1. Within each District:
   a. The number of Accessory Buildings on each Lot or Building Site must not exceed that indicated in **Tables 4.3.1-A - 4.3.1-N (District Standards);** and
2. Any such Accessory Buildings must be located as specified in **Tables 4.3.1-A - 4.3.1-N (District Standards)** as applicable and illustrated generally in **Illustration 4.3.4.B (Principal Building / Accessory Building).**
3. 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.
4. 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-N (District 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.
5. 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.
6. 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.

4.3.5 BUILDING STANDARDS

A. Facade

1. Principal Building Facades shall conform to **Tables 4.3.1-A - 4.3.1-N (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-N (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-N (District Standards).**

D. Roof Type & Pitch

Building roof type and pitch must conform to **Tables 4.3.1-A - 4.3.1-N (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-N (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.

ILLUSTRATION 4.3.5.D-1 (ROOF TYPES)

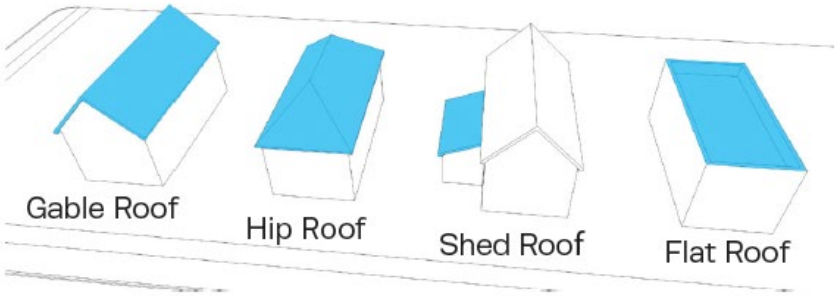
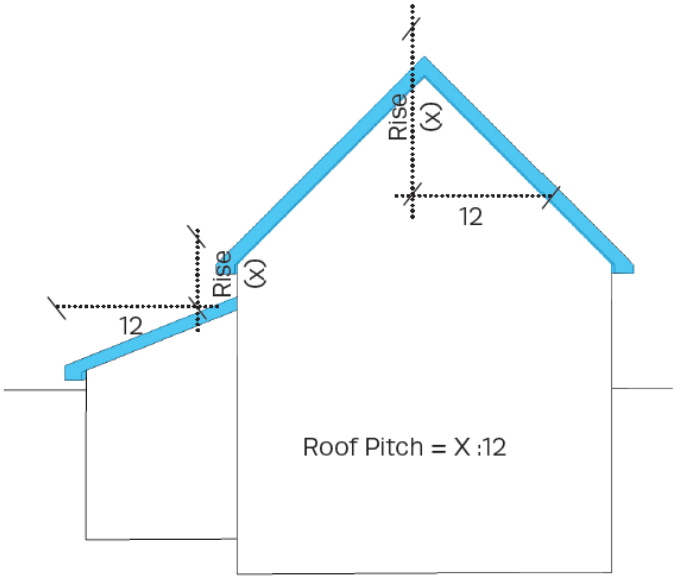


ILLUSTRATION 4.3.5.D-2 (ROOF PITCH)



4.3.6 FENCES & WALLS

A. Fences and non-Building Walls

1. Fences and non-Building Walls shall not:
   a. Encroach a public right-of-way, including Alleys, or in areas reserved or dedicated for public right-of-way;
   b. Obstruct sight distance visibility of intersections or driveways;
   c. Block access within an access easement; or
   d. Block access to fire hydrants, mechanical equipment, or utility equipment.
2. A finished side of all fences shall face off site
3. 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.

B. 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-N (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.

C. 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-N (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.

D. 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.
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.

4.3.7 PRIVATE FRONTAGE, BUILDING FORM & BUILDING TYPE; FLOOR ELEVATION

A. Private Frontage – General

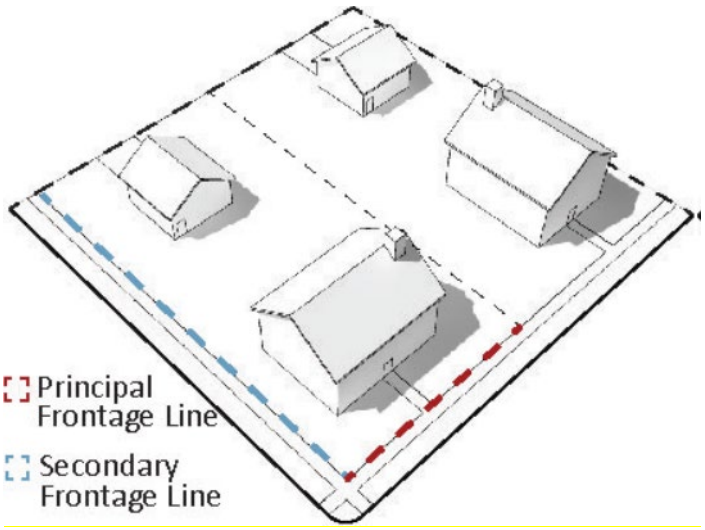
The Private Frontage of each Lot or Building Site must conform to and be allocated in accordance with **Table 4.3.7.A (Private Frontage Types Summary) Table 4.3.7B (Private Frontage Types),** and **Tables 4.3.1-A - 4.3.1-N (District Standards).**

B. Private Frontage – Corner Lots / Building Sites

Principal Buildings on Corner Lots or Building sites shall have two Private Frontages:

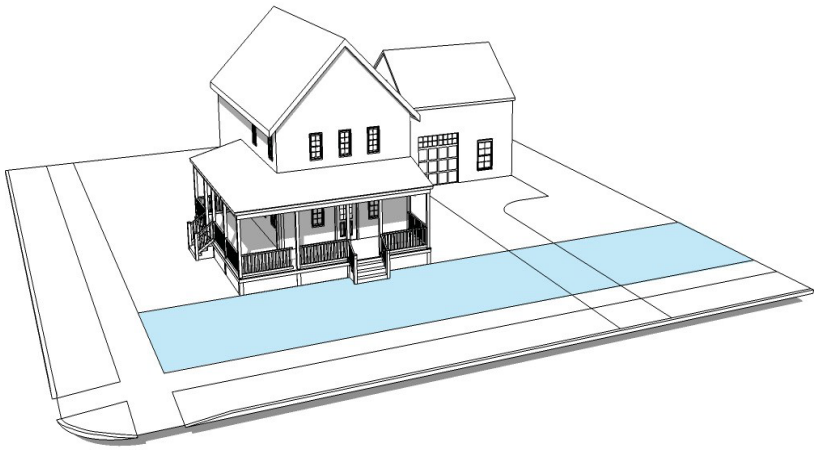
1. a Principal Frontage and
2. a Secondary Frontage(s), as illustrated generally in Illustration 4.3.7.B-2 (Frontage & Lot / Building Site Lines).

ILLUSTRATION 4.3.7.B-2 (FRONTAGE & LOT / BUILDING SITE LINES)



COMMON YARD

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-2	CD-3L	CD-3	CD-4	CD-4C	SD-MHP	PUD-R

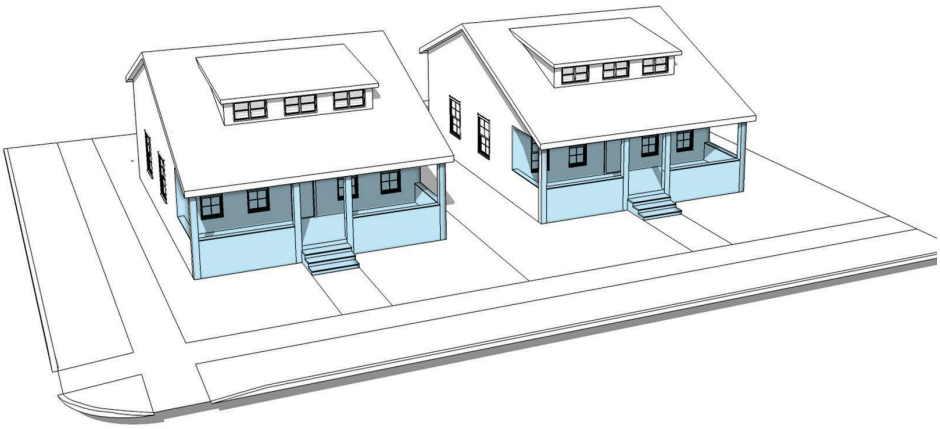
A planted Frontage wherein the Facade is set back substantially from the Frontage Line, and the Front Yard so created remains unfenced and is visually continuous with Adjacent yards, supporting a common landscape. This may be used with or without a Porch.





PORCH

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-2	CD-3L	CD-3	CD-4	CD-4C	SD-MHP	PUD-R

A planted Frontage wherein the Facade is set back from the Frontage Line with an attached exterior covered area large enough to accommodate outdoor furniture and/or gathering, which is permitted to Encroach into the Front Setback. This may be used with or without a Fence to maintain Thoroughfare / Internal Drive spatial definition.







FENCE

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-2	CD-3L	CD-3	CD-4	CD-4C	SD-MHP	PUD-R

A Frontage wherein the Facade is set back from the Frontage Line, and the Front Yard so created is separated from the Public Frontage by a Fence. This may be used with or without a Porch







TERRACE/LIGHTWELL

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-4	CD-4C	CD-5	CD-5C	PUD-R	PUD-MU

A Frontage wherein the Facade is set back from the Frontage Line by an elevated landing and a sunken Lightwell. This type buffers Residential Uses from urban Sidewalks with the first Story elevated from the Sidewalk for privacy, and may allow for activation of space below grade. An exterior stair and landing provides access to the entrance. This type is recommended for ground-floor Residential Use.





FORECOURT

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-4 | CD-4C | CD-5 | CD-5C | PUD-R | PUD-MU

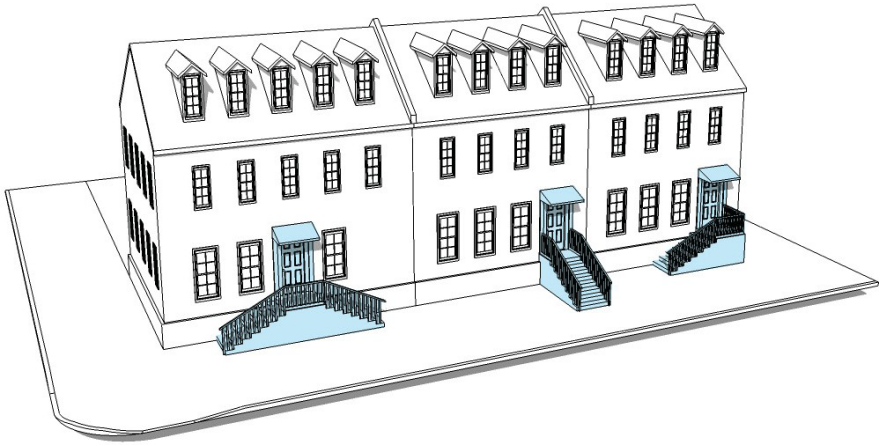
A Frontage wherein a portion of the Facade is close to the Frontage Line and the central portion is set back creating a gathering space for residents or additional shopping or restaurant seating area within Retail / Personal Service / Repair / Art / Artisan Use areas. This type should be used sparingly and may be used in conjunction with other Frontage types.





STOOP

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-3	CD-4	CD-4C	CD-5	CD-5C	SD-MUP	PUD-MU	PUD-R

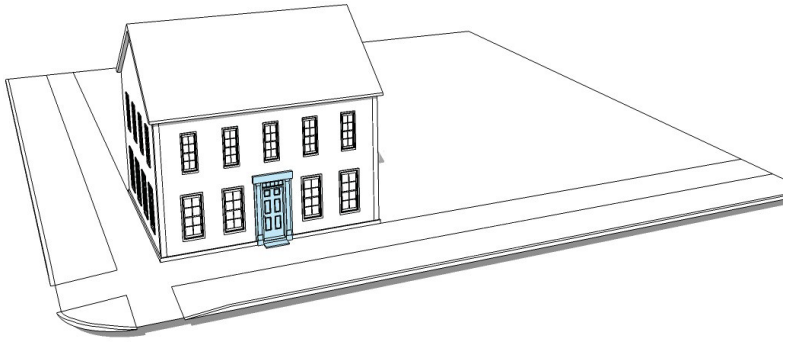
A Frontage wherein the Facade is aligned close to the Frontage Line with the first Story elevated from the Sidewalk for privacy. An exterior stair and landing provide access to the entrance. This type is recommended for ground-floor Residential Use.





STEPFRONT

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-4	CD-5	PUD-R	PUD-MU

A Frontage wherein the Facade is aligned very close to the Frontage Line. The entrance is usually an exterior single step without a landing. This type is recommended for ground floor Residential / Retail / Personal Service / Art / Artisan Use.

SHOPFRONT

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

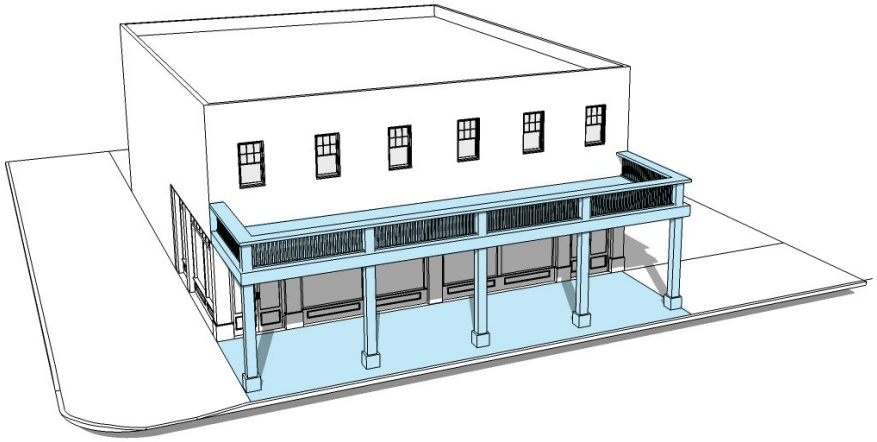
CD-4	CD-4C	CD-5	CD-5C	SD-LI	PUD-MU	PUD-R

A Frontage conventional for Retail / Personal Service / Repair / Art / Artisan Use, wherein the Facade is aligned close to or at the Frontage Line with the Building entrance at Sidewalk grade. This Frontage has substantial glazing at the Sidewalk level and may include an awning overlapping the Sidewalk.





GALLERY TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-4	CD-4C	CD-5	CD-5C	SD-INT	PUD-R	PUD-MU

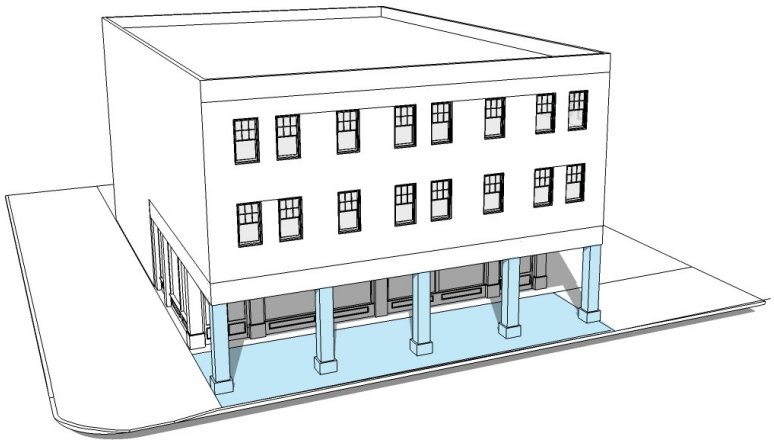
A Private Frontage conventional for Retail / Personal Service / Repair / Art / Artisan Use, wherein the Facade is aligned close to the Frontage Line with an attached cantilevered shed or lightweight colonnade overlapping the Sidewalk.





ARCADE

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-5 CD-5C PUD-MU

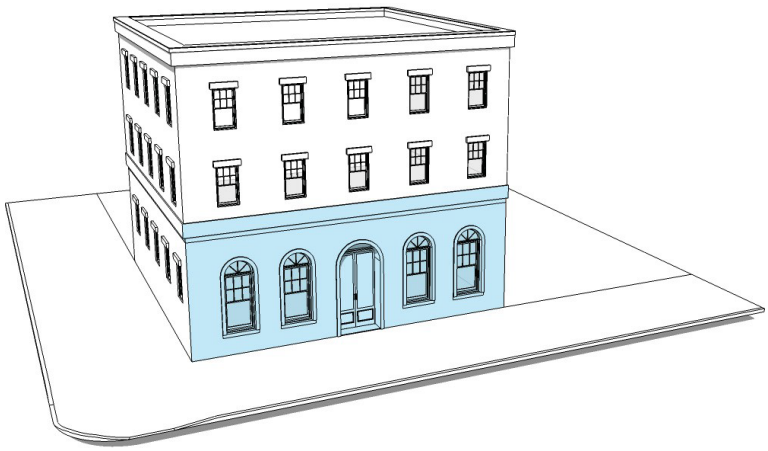
A Private Frontage conventional for Retail / Personal Service / Repair / Art / Artisan Use, wherein a colonnade supporting habitable space in one or more upper levels overlaps the Sidewalk, while the Façade at the first level remains at the Frontage Line.





OFFICEFRONT

TABLE 4.3.7.A PRIVATE FRONTAGE TYPES



Permitted Districts

CD-4 | CD-4C | CD-5 | CD-5C | PUD-MU

A Frontage wherein the Facade is aligned close to or at the Frontage Line with the Building entrance at or above Sidewalk grade. This type is conventional for Office Use. It may have a substantial glazing on the Facade.





4.3.8 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 DISTRICTS
	MANUFACTURED HOME A detached one family dwelling constructed as a single self-contained unit and mounted on a single chassis transportable 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 Detached Dwelling, situated on a medium or large Lot or Building Site with an Edgeyard, often shared with an Accessory Building in the rear.	CD-2 CD-3L CD-3 CD-4 CD-4C PUD-R CD-5
	**Duplex** 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.	CD-3 CD-4 CD-5 PUD-R CD-4C

	Townhouse 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.	CD-4 CD-5 SD-INT PUD-MU CD-4C CD-5C PUD-R
	Small Multi-Family Building 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-4 CD-5 SD-LI PUD-MU CD-4C CD-5C PUD-R SD-INT
	Large Multi-Family Building A Principal Building that incorporates between seven (7) and TWENTY-FOUR (24) side-by-side and/or horizontally stacked Dwelling Units, which may have one or more shared entries.	CD-4 CD-5 SD-LI PUD-MU CD-4C CD-5C PUD-R SD-INT
	Live/Work Building 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-4 CD-5 SD-LI PUD-MU CD-4C CD-5C PUD-R SD-INT
	Commercial Building 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-4 CD-5 SD-INT CD-4C CD-5C PUD-MU
	Mixed-Use Building A typically attached Principal Building, which provides a vertical and/or horizontal mix of Uses typically designed to facilitate	CD-4 CD-5 PUD-MU CD-4C CD-5C

	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.		
	Flex Building A large footprint Principal Building designed to accommodate either a single Use or a vertical or horizontal mix of Uses.	CD-4 CD-5 SD-LI PUD-MU	CD-4C CD-5C SD-HI SD-INT
	**Mid-Rise Building** 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.	CD-5 SD-LI	CD-5C PUD-MU
	**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 PUDMU	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

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 CD-5

General Description

A medium-sized Building designed as a Single-Family Detached Dwelling having an Edgeyard 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

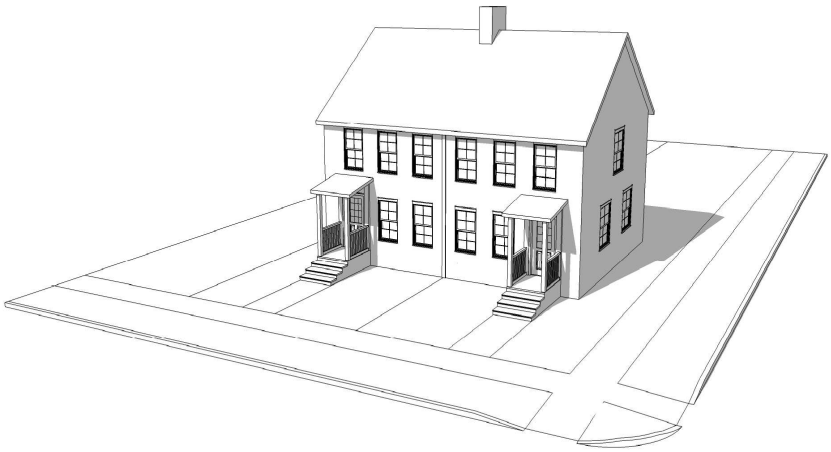
Main Entrance Location	Principal Frontage

Vehicle Access & Parking

Parking may be accessed from an Alley, side Thoroughfare or Front Thoroughfare

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

TOWNHOUSE

TABLE 4.3.8.B PRINCIPAL BUILDING TYPES
SPECIFIC STANDARDS



Permitted Districts

CD-4 CD-4C CD-5 CD-5C PUD-R

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
Number of townhomes connected to another	3 min – 8 max

Allowed Private Frontages	
Porch	P
Stoop	P
Terrace/Lightwell	P

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

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 staked 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
Allowed Private Frontages	
Porch	P
Stoop	P
Forecourt	P
Terrace/ Lightwell	P

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
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	
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

Building Size & Massing

Height

Per district height standards

Width

Per district lot/building site width and setback/ yard standards

Pedestrian Access	
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

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

Building Size & Massing

Height

Per district height standards

Width

18 ft min – 36 ft max

Pedestrian Access

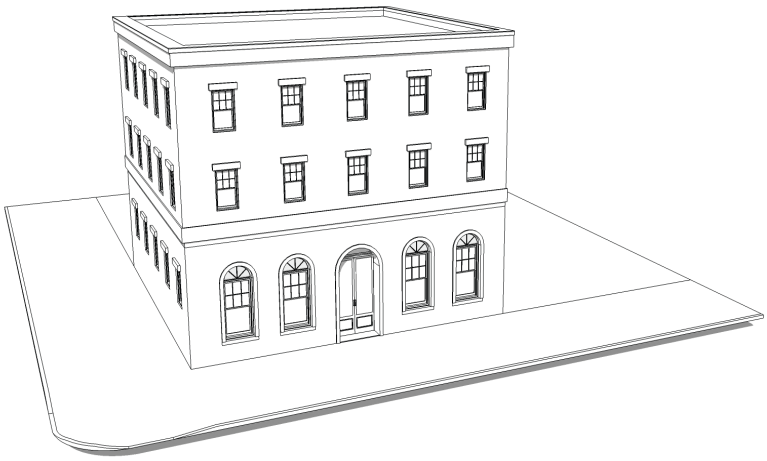
Main Entrance	Principal frontage

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 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

Building Size & Massing

Height

Per district height standards

Width

Per district lot/building site width and side setback/ yard standards

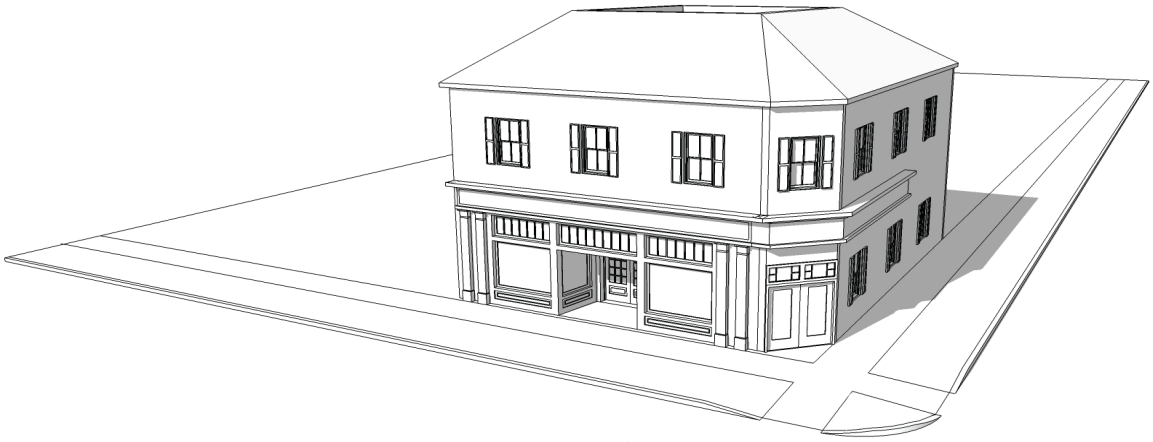
Pedestrian Access	
Main Entrance	Principal Frontage

Vehicle Access & Parking

Parking may be accessed from an Alley, a Thoroughfare, 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.

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

Building Size & Massing

Height

2 stories min, 3 stories max in CD-4, CD-5 per district height standards

Width

Per district lot/building width and yard/side setback standard

Pedestrian Access

Ground floor	Principal Frontage
Upper floor	Principal or secondary

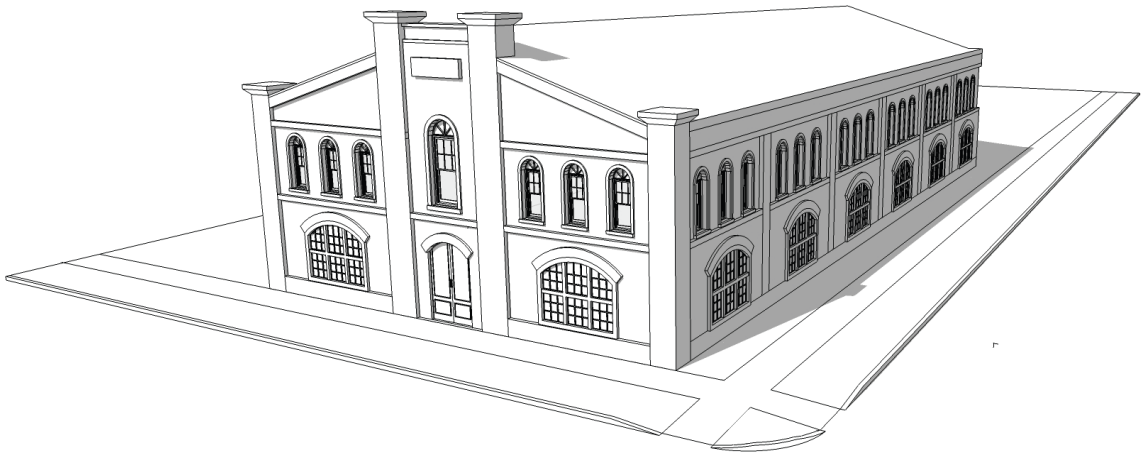
Upper floors must be accessed by a common entry

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

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

Building Size & Massing

Height

2 stories min, 3 stories max in CD-4, CD-5 per district height standards

Width

Per district lot/building width and yard/side setback standard

Pedestrian Access

Ground floor	Principal Frontage
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. Typically 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 typically designed for Residential or Office use.

Lot/Building Site

Width	Per District lot/building Site Width

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

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
Upper Floors	Principal or secondary frontage

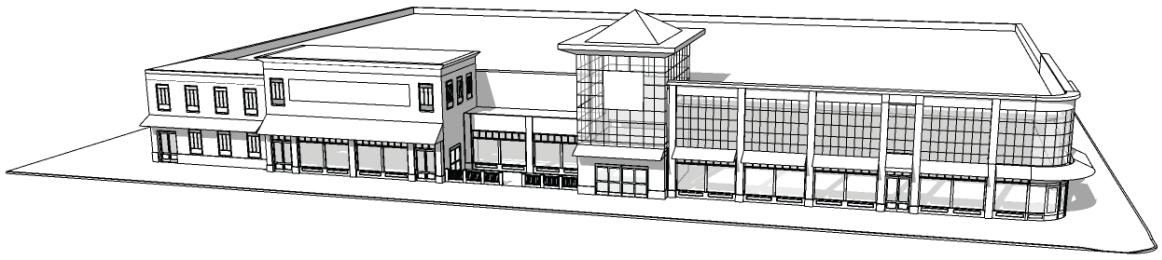
Upper floors must be accessed by common entry

Vehicle Access & Parking

Parking may be accessed from an alley, thoroughfare, or drive at frontage

LARGE SCALE COMMERICAL

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

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

Building Size & Massing

Height

Per district height standards

Width

Per district lot/building site width and side yard/ setback standards

Pedestrian Access

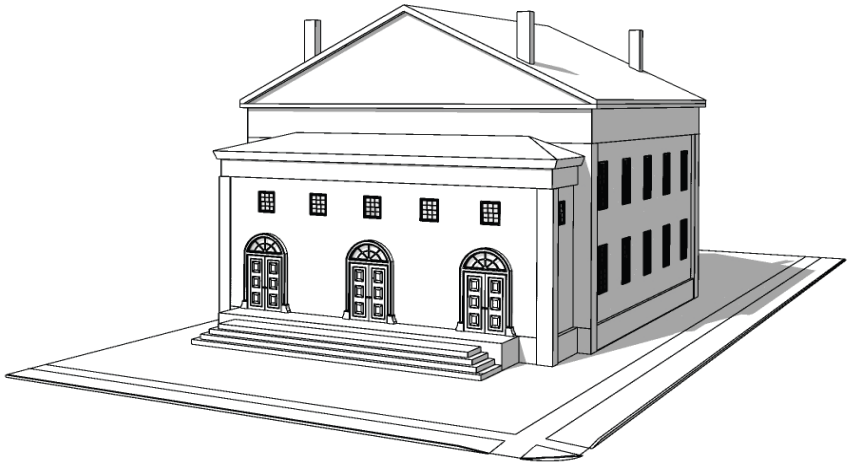
Ground floors	Principal frontage
Upper floors	Principal or secondary frontage

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

Width	N/A

Number of Units

N/A

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

Except as specifically provided in this chapter, Civic Buildings are not subject to Building lot/Building site or Private frontage requirements of this chapter.

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 home; 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.

4.3.9 USES

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.

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 Multifamily Building	NP	NP	NP	PL	PL	PL	PL	NP	PL	PL	NP	PL	PL	NP
Attached Dwelling -Large Multifamily 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

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

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
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
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

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 Government Facility Use (Civic) Not Listed Under any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	P
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

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
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
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

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
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
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

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
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
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

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
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
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

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
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
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

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
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
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

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
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
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,	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP

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
and Motor Vehicle Maintenance, Repair, Fuel														
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
Tobacco, Vape, and Cannabinoid Retailers	NP	NP	NP	PL	PL	NP	PL	NP	PL	PL	NP	NP	PL	NP
Veterinary Clinic, Animal Hospital, or Non-Agricultural Kennel	NP	NP	NP	P	P	P	P	NP	P	P	NP	NP	P	NP
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	NP	P	P	P	P	P	P	NP	P	P	NP	NP	P	NP

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
Category without Drive-Through														
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
Sale of building and construction materials, special trade tools, welding supplies, machine parts,	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP	NP

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
electrical supplies, janitorial supplies, restaurant equipment, store fixtures, 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

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 Chemials, 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 Manufacturing or Assembly	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	PL CU	NP	NP	NP
Ammonia or Chlorine Manufacturing	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

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
Metal or Metal Ore Production, Refining, Smelting, or Alloying	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	CU	NP	NP	NP
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

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
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
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

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
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
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

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
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
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

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
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
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	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP

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
areas or where employees are the primary movers of the goods														
Other Warehouse & Freight Movement Not Listed in any Use Category	NP	NP	NP	NP	NP	NP	NP	NP	NP	P	P	NP	NP	NP
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

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
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;

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

k. 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.Eand 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 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.

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.

(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 one (1) Duplex Building (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.jj 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 the District CD-5 and the Columbia Arts District Overlay, the applicant shall demonstrate that no pre-existing Place of Worship, Schools or public park is located within 500 feet of the proposed nightclub or similar establishment. Within the Columbia Arts District Overlay the applicant shall demonstrate that no pre-existing Place of Worship, Schools or public park is located within 200 feet of the proposed nightclub or similar establishment.

(a) The distance shall be measured in a straight line from the front door of the building to the front door of the church.

(b) For public parks, said distance shall be measured in a straight line from the front door of the building to the closest point of the park property.

(c) For schools, said distance shall be measured in a straight line from the front door of the building to the front door of the school.

(2) No nightclub, tavern, or bar shall be located on a Lot or Building Site Adjoining any property zoned CD-2, CD-3L, CD-3, SD-MHP, or PUD-R.

(3) No outside storage shall be located on the site.

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-N**

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.

(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.

(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.

(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.

(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;

(19) On street space within 1,320 feet of the Food Truck Court; or a combination of all above.

(20) 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.

(21) 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;

(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

(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. **Home Occupation,** the following standards are intended to ensure that home occupations are compatible with the residential character of neighborhoods where they are located.

(1) There are two classes of Home Occupation:

a. A Minor Home Occupation shall be permitted upon approval of a Minor Home Occupation permit by the Zoning Administrator. The Zoning Administrator shall establish a process for review and issuance of permits for minor home occupations.

b. A Major Home Occupation shall be allowed only with the approval of the Board of Zoning Appeals. Such approval shall follow the process of a conditional use permit.

The Zoning Administrator shall review such Major Home Occupation requests and recommend appropriate conditions of approval to the Board of Zoning Appeals.

(2) The Zoning Administrator may refer Minor Home Occupations to the Board of Zoning Appeals upon a determination that the proposed home occupation presents a risk to the residential character of the neighborhood or quiet enjoyment of other property owners.

(3) If the Zoning Administrator denies a request for a Minor Home Occupation, or revokes a previously issued permit, the applicant may appeal the decision to the Board of Zoning Appeals. Such a request shall be evaluated as a Conditional Use for a Major Home Occupation permit.

(4) The following limitations apply to all Home Occupations:

a. The home occupation shall be clearly incidental and secondary to the use of the property for residential purposes;
b. A home occupation shall not be established prior to the residents conducting the home occupation taking possession of, and residing in, the dwelling;
c. Outside storage or display of materials, merchandise, or inventory is prohibited;
d. Exterior alteration that changes the residential character of the principal building is prohibited;
e. No exterior building signs shall be permitted except as specifically provided in Article 7 of this ordinance;
f. Receipt, sale or shipment to and from the premises is permitted by regular U.S. Mail and express shipping service characteristic of residential neighborhoods; large-volume, business-to-business commercial deliveries are prohibited; and
g. The applicant shall obtain all appropriate licensure required by the State of Tennessee.

(5) The following limitations apply to Minor Home Occupations:

a. The Home Occupation must be conducted entirely within the principal structure;
b. The Home Occupation shall not exceed fifty percent of the total floor area of the principal building;
c. No person other than a family member residing on the premises shall be employed as part of a minor home occupation unless such employee(s) works off-premises;
d. There shall be no customers or clients on the premises of a minor home occupation; and
e. No commercial vehicles or trailers, other than ordinary passenger vehicles; shall be permitted on premises.

(6) The following limitations apply to Major Home Occupations:

a. A Major Home Occupation may be conducted within an accessory building;
b. A major home occupation may include two employees who do not reside in the home;
c. Except in-home childcare licensed by the State of Tennessee, a major home occupation may have no more than two customers or clients on the premises at one time;
d. Shipment and delivery to and from the premises are prohibited between the hours of 9 pm and 7 am;

e. No employees, customers, or clients may be on the premises between the hours of 9 pm and 7 am;
f. Trailers, equipment, and commercial vehicles, when permitted by the Board of Zoning Appeals, must be stored in the Third Layer and screened from view; and
g. The Board of Zoning Appeals may further restrict the number of employees, hours of operation, deliveries, and parking of commercial vehicles and equipment on site.

(7) Revocation

a. The Zoning Administrator may revoke the Home Occupation permit for failure to comply with these limited use standards, conditions imposed by the Board of Zoning Appeals, or other violations of City of Columbia ordinances.

v. **Hospitals, Rehabilitation Facilities, and Centers for Observation** shall be permitted in accordance with the applicable Use Table, subject to the following:

(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.

w. **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.

x. **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.

(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.

y. **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 a Manufactured Home may be permitted as a Temporary Use subject to Section 4.3.8.B, Temporary Construction Offices.

z. **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 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.

aa. **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.

bb. **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:

(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 onsite 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;

(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.E.aa.(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-5under Section 4.3.9.E.aa.(3), 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.

(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.

cc. **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.

dd. **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.

(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.E (ff) shall not apply.

ee. **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.

ff. **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.

gg. **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.

(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.

hh. **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.

ii. **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.

jj. **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.

kk. **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.

ll. **Short-Term Rental Units** shall be permitted in accordance with the applicable Use Table, subject to the following:

(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.

(4)

mm. **Tobacco, Vape, and Cannabinoid Retailers** shall be permitted where the Building, Lot and Building Site Principal Uses Table permits Retail Sales subject to the following limitations:

(1) Tobacco, Vape, and Cannabinoid retailers shall be located no less than one thousand feet from
   a. A existing Tobacco, Vape, and Cannabinoid retailer;

(2) Tobacco, Vape, and Cannabinoid retailers shall be located no less than five hundred feet from
   a. Private school serving any grades between kindergarten and twelfth grade;
   b. A city or county park;
   c. A daycare center; or
   d. A church.

(3) Tobacco, Vape, and Cannabinoid retailers shall be located no less than two hundred feet from any property zoned CD-2, CD-3, CD-3L, SD-MHP, or PUD-R.

(4) Tobacco, Vape, and Cannabinoid retailers shall be located no less than fifty feet from any property used as a Single-Family or Two-Family home or Townhouse.

(5) Required distances shall be measured from property line to property line.

(6) The hours of operation for a Tobacco, Vape, and Cannabinoid Retailers shall be no earlier than six A.M. and no later than ten P.M.

nn. **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.

oo. **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.

pp. **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.

qq. **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.

(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.

rr. **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;

(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.

(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.

ss. **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.E 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.E

TABLE 4.3.9.A-2 BUILDING, LOT & BUILDING SITE ACCESSORY USES

ACCESSORY 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
Minor Home Occupation	PL	PL	PL	PL	PL	PL	PL	PL	PL	PL	NP	PL	PL	NP
Major Home Occupation	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	NP	CU	CU	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 Layer& vehicle is owned and registered occupant of Dwelling	P	P	P	P	P	P	P	P	P	P	P	P	P	NP
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.

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	NP	NP	NP	CU	CU	CU	CU	CU	CU	CU	CU	NP	CU	NP

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
possible extension to 12 months														
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

4.3.10 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 MEET 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	P

ENCROACHMENTS - REQUIRED SETBACKS & YARDS*

ENCROACHMENTS SHALL MEET REQUIREMENTS FOR A CLEAR SIGHT TRIANGLE.

Encroachment Type	FRONT/STREET	SIDE	REAR
		≤ 25% Setback/Yard	≤ 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
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

ENCROACHMENTS - REQUIRED SETBACKS & YARDS* **ENCROACHMENTS SHALL MEET REQUIREMENTS FOR A CLEAR SIGHT TRIANGLE.*			
Encroachment Type	FRONT/STREET	SIDE	REAR
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

4.3.11 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-N(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-N(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-N(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-N(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-N(District Standards)**.

F. Hedge Screen / Streetscreen Standards

A hedge Screen or Streetscreen shall consist of plants meeting the standards of **Tables 4.3.1-A - 4.3.1-N(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

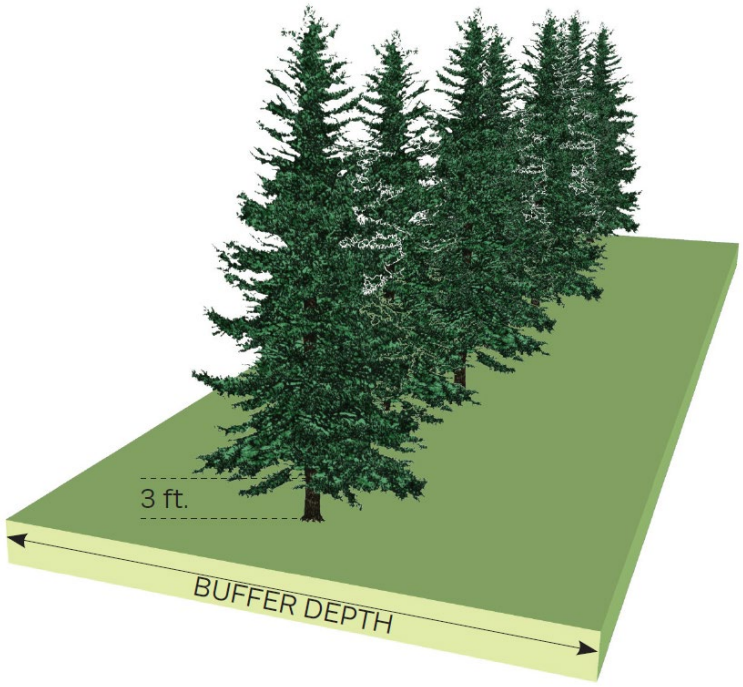
1. The Lot/Building Site/Parcel Buffer requirement at 4.3.11.H. may be modified by the Zoning Administrator upon a finding that:
   a. a modification would be consistent with the purpose of protecting residential land uses from noise, odor, and unsightliness of adjacent higher intensity land uses;
   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.

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 $\geq$ 2.5 in, caliper measured 3 ft. from ground & 8 ft. tall @ installation & 20 ft. tall @ maturity, planted $\leq$ 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



4.3.12 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-N(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

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-N (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).**

1. 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**).
2. 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.
3. Any fractional spaces shall be rounded down to the nearest whole number.
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.

   (6) 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.

   (7) 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.

   (8) 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.

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
AGRICULTURAL & EXTRACTIVE USES CATEGORY	
Agricultural	
Any Agricultural Use	Not Regulated

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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
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	

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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
Nursing Por Medical School not accessory to a Hospital	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 Category	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	

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
Other Institutional Uses Not Listed in any Use Category	1 per patient or Client room
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
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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 spaced per athletic field
Skating Rink	1 per 300 square feet of total Usable Floor Area
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
	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/ servicer 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, b8t no fewer than 2 spaces
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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
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

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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

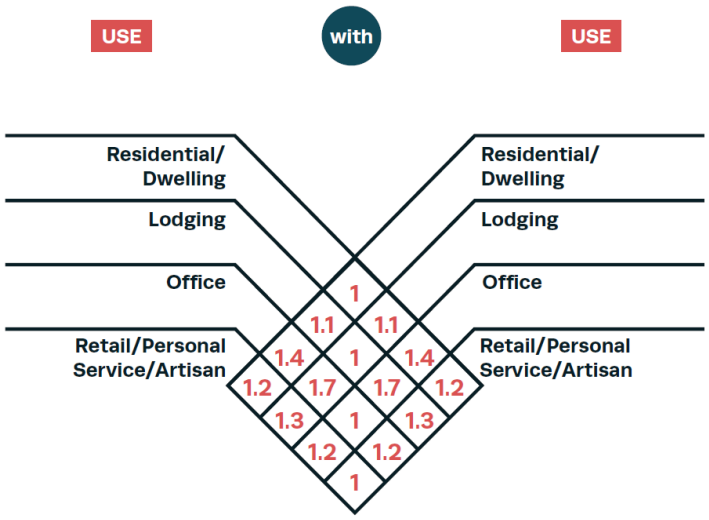
TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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	

TABLE 4.3.12.B-1 VEHICULAR PARKING REQUIREMENTS

PRINCIPAL USE	MINIMUM NUMBER OF SPACES OF PARKING AVAILABLE TO LOT PER UNIT OF MEASUREMENT
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	
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

TABLE 4.3.12.B-2 (SHARED PARKING FACTOR)



5. 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.

6. 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.
7. 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.
8. One out of every eight required handicapped accessible spaces shall be van-accessible. A minimum of one van-accessible space shall be provided.
9. 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:

TABLE 4.3.12.C-1 (OFF-STREET VEHICULAR PARKING SPACE DIMENSIONS)

Angle of Parking (degrees)	Width of Space (feet)	Length of Space (feet)	Aisle Width (feet)
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.

3. 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):

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.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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).
9. 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).
10. 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.
11. The maximum grade permitted for any required Parking shall not exceed 8%.
12. 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.
13. All access to any City Street from a Driveway shall have a concrete Driveway apron as approved by the City Engineering Department.
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.

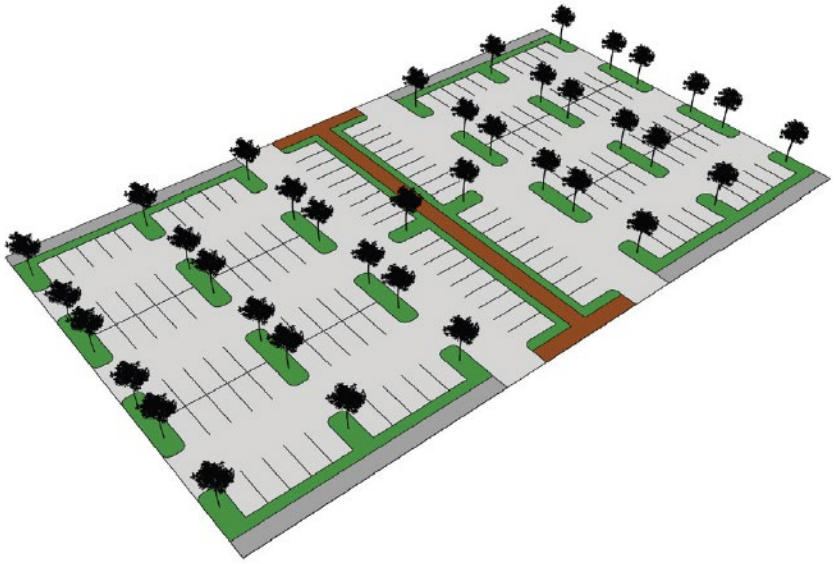
h. No parking space shall be more than seventy-two feet (72 ft.) from a tree within the Lot, as measured from the center of the Tree to the nearest line demarcating the space.

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.

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-N (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.
    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.
    g. 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-N(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.
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-N(District Standards),** except for underground Parking accommodations.

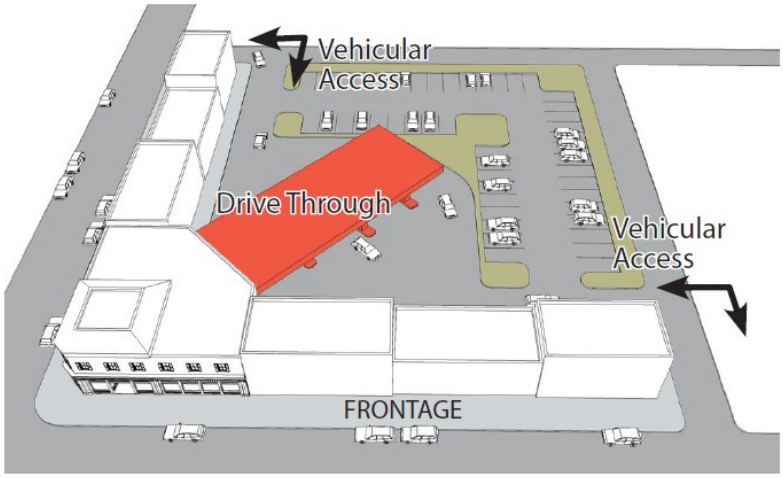
F. Parking Restrictions

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-N(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-N (District Standards).** See **Illustration 4.3.12.G (Drive-Throughs).**

ILLUSTRATION 4.3.12.G DRIVE-THROUGH



2. Any drive-through locations must be accessed by Rear Alleys, when such are available on the Zoning Map or otherwise available.
3. Off-street vehicular stacking spaces shall be provided for all drive-through facilities in accordance with Section 4.3.12.H.

H. Stacking Spaces

1. 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	Min. # of Stacking Spaces	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

Activity Type	Min. # of Stacking Spaces	Measured From
Gasoline Pump Island	1	Pump Island
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 by 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.

4.3.13 BICYCLE PARKING

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).

A. Bicycle Parking Standards

1. Bicycle parking shall be provided using Bicycle Racks, Bicycle Lockers, restricted access bicycle enclosures, or similar secured facilities.
2. Bicycle Racks shall be securely anchored.
3. 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.
4. Bicycle parking areas may be located in any layer and should be accessible from the main entrance by a continuous sidewalk connection.
5. 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	BICYLCE PARKINGREQUIREMENT
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	
All Uses	None Required
Agricultural Uses	
All Uses	None Required
Utility Uses	
All Uses	None Required
Public or Private Uses	
All Uses	None Required

4.3.14 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-N(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

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-N(District Standards).**
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 spaced 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.
10. The required dimensions of loading spaces shall not include any access or entrances to, or exits from, such spaces.
11. 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.
12. Loading Spaces provided within a Thoroughfare or Internal Drive shall meet construction requirements of provided by the City Engineer.
13. 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.
14. Off-street loading areas shall be Screened in conformance with Section 4.3.11.

4.3.15 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

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-N(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-N (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

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-N (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.

4.3.16 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-N (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-N (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).**
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.
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: 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
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

Common Name	Botanical Name
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 Occcidentalis
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

Common Name	Botanical Name
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.
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 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.
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
      (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.3 and 4.3.16.L.4; or
   b. 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:
      (1) The Lot or Building Site lines associated with the proposed development;
      (2) A recent aerial photograph with date photograph was taken;
      (3) 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;
      (4) 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
      (5) The minimum tree canopy retention requirement.
3. Protection of Tree Canopy.
   a. Tree Removal activities associated with Agricultural Uses are exempt from this Section 4.3.16.L.3.
   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 (as % of Total Development, Lot or Building Site Size)	Minimum Tree Canopy Retention by Zoning District (as % of Total Tree Canopy Cover)		
	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 portions 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.3.

(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;
(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.

d. Tree Save Area Priorities. Consideration shall be given to the following when determining locations for Tree Save Areas:

(1) Woodland forests greater than five acres;

(2) Riparian buffers or natural drainage courses;

(3) Land with naturally occurring slopes of 20 percent or greater;

(4) Habitat used by endangered or threatened species;

(5) Scenic corridors and viewsheds;

(6) Areas that could serve to extend existing greenways, trails, parks, or recreation areas; and

(7) Areas needed for Buffers.

e. 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

(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

4. 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.

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.

c. 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.

5. Tree Protection During Construction

a. Tree Protection Fencing

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.

(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.

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.

4.3.17 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 access ways 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.
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.

4.3.18 SIGNAGE

All signage must comply with the standards and requirements of Article 7 (Sign Standards).

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§ 4.3.9.E.6 Bar, Tavern, or Nightclub

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 Columbia Arts District Overlay, the applicant shall demonstrate that no pre-existing Place of Worship, Schools, or public park is located within 500 feet of the proposed nightclub or similar establishment. Within the Columbia Arts District Overlay the applicant shall demonstrate that no pre-existing Place of Worship, Schools, or public park is located within 200 feet of the proposed nightclub or similar establishment ~~Measurements~~

a. The distance shall be ~~made from the~~ measured in a straight line from the front door of the building to the front door of the church~~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~~.

b. For public parks, said distance shall be measured in a straight line from the front door of the building to the closest point of the park property.

c. For schools, said distance shall be measured in a straight line from the front door of the building to the front door of the school.

Adds separation requirement from parks and schools. Clarifies method of measurement.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

(2) Bars, Taverns, and Nightclubs located in Character District CD-5 are exempt from the separation requirements listed above.

(3) No nightclub, tavern, or bar shall be located on a Lot or Building Site Adjoining any property zoned CD-2, CD-3L, CD-3, SD-MHP, or PUD-R~~within 500 feet of a Residentially zoned or Residentially used property~~.

(4) No outside storage ~~or activities~~ shall be located on the site.

(5) ~~Outdoor activities occupying no more than 400 square feet may be permitted by Administrative Adjustment.~~

Modifies the distance requirement to maintain separation from residential areas but allow greater flexibility in the location of drinking establishments.

Does the planning commission prefer buffer from Abutting or Adjoining residential properties?

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§ 4.3.9.E.6 Home Occupation

Limited Use Standards (p. 235)

Establishes a two-tiered review of Home Occupation permits based on the potential impact to neighbors

The following standards are intended to ensure that home occupations are compatible with the residential character of neighborhoods where they are located.

(1) There are two classes of Home Occupation:

a. A Minor Home Occupation shall be permitted upon approval of a Minor Home Occupation permit by the Zoning Administrator. The Zoning Administrator shall establish a process for review and issuance of permits for minor home occupations.

b. A Major Home Occupation shall be allowed only with the approval of the Board of Zoning Appeals. Such approval shall follow the process of a conditional use permit. The Zoning Administrator shall review such Major Home Occupation requests and recommend appropriate conditions of approval to the Board of Zoning Appeals.

Insert cross-reference at § 8.5.10

(2) The Zoning Administrator may refer Minor Home Occupations to the Board of Zoning Appeals upon a determination that the proposed home occupation presents a risk to the residential character of the neighborhood or quiet enjoyment of other property owners.

(3) If the Zoning Administrator denies a request for a Minor Home Occupation, or revokes a previously issued permit, the applicant may appeal the decision to the Board of Zoning Appeals. Such a request shall be evaluated as a Conditional Use for a Major Home Occupation permit.

(4) The following limitations apply to all Home Occupations:

a. The home occupation shall be clearly incidental and secondary to the use of the property for residential purposes;

b. A home occupation shall not be established prior to the residents conducting the home occupation taking possession of, and residing in, the dwelling;

c. Outside storage or display of materials, merchandise, or inventory is prohibited;

d. Exterior alteration that changes the residential character of the principal building is prohibited;

e. No exterior building signs shall be permitted except as specifically provided in Article 7 of this ordinance;

f. Receipt, sale or shipment to and from the premises is permitted by regular U.S. Mail and express shipping service characteristic of residential neighborhoods; large-volume, business-to-business commercial deliveries are prohibited; and

g. The applicant shall obtain all appropriate licensure required by the State of Tennessee.

(5) The following limitations apply to Minor Home Occupations:

a. The Home Occupation must be conducted entirely within the principal structure;

b. The Home Occupation shall not exceed fifty percent of the total floor area of the principal building;

c. No person other than a family member residing on the premises shall be employed as part of a minor home occupation unless such employee(s) works off-premises;

d. There shall be no customers or clients on the premises of a minor home occupation; and

e. No commercial vehicles or trailers, other than ordinary passenger vehicles; shall be permitted on premises.

(6) The following limitations apply to Major Home Occupations:

a. A Major Home Occupation may be conducted within an accessory building;

b. A major home occupation may include two employees who do not reside in the home;

c. Except in-home childcare licensed by the State of Tennessee, a major home occupation may have no more than two customers or clients on the premises at one time;

d. Shipment and delivery to and from the premises are prohibited between the hours of 9 pm and 7 am;

e. No employees, customers, or clients may be on the premises between the hours of 9 pm and 7 am;

f. Trailers, equipment, and commercial vehicles, when permitted by the Board of Zoning Appeals, must be stored in the Third Layer and screened from view; and

g. The Board of Zoning Appeals may further restrict the number of employees, hours of operation, deliveries, and parking of commercial vehicles and equipment on site.

(7) Revocation

a. The Zoning Administrator may revoke the Home Occupation permit for failure to comply with these limited use standards, conditions imposed by the Board of Zoning Appeals, or other violations of City of Columbia ordinances.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§ 9.3 Definitions

Updates the definition of Home Occupation to reflect new standards.

Home Occupation: any gainful occupation conducted entirely within a Dwelling ~~solely by the owners or tenant residents thereof~~ as an Accessory Use, which does not change the character of the Structure as a Residence~~,~~; There are two types of Home Occupation: ~~provided that~~

(1) Minor Home Occupations: gainful occupation conducted entirely within a Dwelling which does not generate traffic from employees, customers, clients, or deliveries and bears no ~~said activity shall not occupy more than 50% of the Floor Area of the Dwelling, (2) there shall be~~ external evidence of the accessory commercial use;

(2) Major Home Occupation: gainful occupation conducted on a residential property which

a. generates some traffic from employees, customers, clients or deliveries;

b. bears some external evidence of the accessory commercial use; or

c. occurs within an accessory structure.

~~other than an Identification Sign, (3) no goods shall be kept, and (4) no mechanical or electrical equipment shall be used except customary household equipment; and provided further that the following are not allowed as~~ Home Occupations do not include~~:~~ Clinics, Hospitals, ~~Home Professional Office, barbershop, beauty shop~~, Restaurants~~,~~ Kennels, Auto Repair, ~~antique dealer, Retail sales on the premises~~, or loading of ammunition.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

Kennel: Any ~~Structure or premises on~~place where ~~which four (4) or more~~ dogs, cats and/or other ~~household pets~~animals ~~over four (4) months of age~~ are kept for boarding, breeding, ~~selling,~~ grooming, or training, for compensation, excluding any otherwise conforming or lawfully nonconforming agricultural use.~~, however, any Structure or premises on which such animals are kept solely for Retail sale.~~ A Kennel may not be a Home Occupation.

Revises definition of Kennel to provide clarity and improve enforceability.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§ 4.3.9.E.6 Tobacco, Vape, and Cannabinoid Retailers

Limited Use Standards (p. 242)

Retailers of Tobacco, Vapes, and Cannabinoids shall be permitted where the **Building, Lot and Building Site Principal Uses Table** permits Retail Sales subject to the following limitations:

(1) Tobacco, Vape, and Cannabinoid retailers shall be located no less than five hundred feet from an existing Tobacco, Vape, and Cannabinoid retailer.

(2) Tobacco, Vape, and Cannabinoid retailers shall be located no less than five hundred feet from

a. A School;

b. A public park;

c. A Religious Facility.

(3) Tobacco, Vape, and Cannabinoid retailers shall be located no less than two hundred feet from any property zoned CD-2, CD-3, CD-3L, SD-MHP, or PUD-R.

(4) Tobacco, Vape, and Cannabinoid retailers shall be located no less than fifty feet from any property used as a Single-Family or Two-Family home or Townhouse.

~~(2)~~(5) Required distances shall be measured from Parcel or Building Site line to Parcel or Building Site line.

Standards modeled on Murfreesboro, TN and Louisville, KY (those jurisdictions use larger exclusion radius).

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§ 9.3 Definitions

Tobacco, Vape, and Cannabinoid Retailers: A retail sales operation that

(1) Devotes at least fifty-one percent of its floor area to the display, sale, distribution, delivery, offering, furnishing, or marketing of products intended for recreational/non-prescription use including but not limited to cigarettes, e-cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers; or

(2) Earns at least fifty-one percent of gross sales from sale distribution, delivery, or marketing of products intended for recreational/non-prescription use including but not limited to cigarettes, e-cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers.

*Definition based on proportion of space **OR** proportion of sales*

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

Distinction between Minor and Major Home Occupations in Accessory Use Table. Minor Home Occupations permitted administratively; Major Home Occupations are approved by BZA.

TABLE 4.3.9.A-2 BUILDING, LOT & BUILDING SITE ACCESSORY USES

ACCESSORY 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
Minor Home Occupation	~~P~~PL	~~P~~PL	~~P~~PL	~~P~~PL	~~P~~PL	~~P~~PL	~~P~~PL	~~P~~PL	~~P~~PL	~~P~~PL	NP	~~P~~PL	~~P~~PL	NP
Major Home Occupation	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	NP	CU	CU	NP

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

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
Tobacco, Vape, and Cannabinoid Retailers	**NP**	**NP**	**NP**	**PL**	**PL**	**NP**	**PL**	**NP**	**PL**	**PL**	**NP**	**NP**	**PL**	**NP**

Vape and CBD retailers subject to limited use standards in mixed use districts (excluding CD-5) and prohibited in single-family residential character districts.

Q4 Zoning Text Amendment
Housekeeping Corrections

Project #:	24-0476	Location:	N/A
Applicant:	Kevin C. McCarthy, AICP	Case Type(s):	Text Amendment
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	N/A

SUMMARY

The applicant, the Zoning Administrator, requests to amend the text of Ordinance 4400, the zoning ordinance for the City of Columbia. This is the fifth of five rounds of zoning text amendments staff has presented 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 track changes documents. Specifically, the proposal relates the clarification of the lot width standard for the CD-3 Neighborhood Character District as well as corrections of scrivener errors and other minor formatting corrections.

- 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 ~~strikethrough~~ 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 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 changes to the future land use plan. It further directs staff to engage residents and property owners to solicit suggestions for further changes to the ordinance. As mentioned above, this is

the final round of zoning text amendments staff plans to present to the Planning Commission between December 2023 and December 2024.

The proposal includes the following changes:

- Removes the word “garage” from the width standard for alley-loaded CD-3 lots.
- Directs the Zoning Administrator to compile list of typos, cross-references, and other formatting corrections for consideration by the City Council.

Planning staff will present detailed commentary at the December 4, 2024 meeting of the Planning Commission. The proposal

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.

Q4 Zoning Text Amendment
Limited Use Standards

Project #:	24-0475	Location:	N/A
Applicant:	Kevin C. McCarthy, AICP	Case Type(s):	Text Amendment
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	N/A

SUMMARY

The applicant, the Zoning Administrator, requests to amend the text of Ordinance 4400, the zoning ordinance for the City of Columbia. This is the fifth of five rounds of zoning text amendments staff has presented 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 track changes documents. Specifically the proposal relates to the limited used standards in Article 4 as well as related definition and procedural references in Articles 9 and 8.

- 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 ~~strikethrough~~ and underlines.
- The specific limited uses impacted by this amendment include: Home Occupations; Bars, Taverns, and Nightclubs; retailers of CBD, Vape, and Tobacco; and Short Term Rentals.
- 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 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 changes to the future land use plan. It further directs staff to engage residents and property owners to solicit suggestions for further changes to the ordinance. As mentioned above, this is

the final round of zoning text amendments staff plans to present to the Planning Commission between December 2023 and December 2024.

The proposal includes the following changes:

- Home Occupations
    - Distinguishes between "Major" and "Minor" home occupations;
    - Creates a process to allow major home occupations as a conditional use approved by the Board of Zoning Appeals;
    - Continues to permit minor home occupations administratively; and
    - Modifies definition of Home Occupation and Kennels.
- Bars, Taverns & Nightclubs
    - Removes 500 ft exclusion from residential property;
    - Adds exclusions around schools and parks;
    - Prohibits the use on lots and building sites next to residentially zoned property; and
    - Requires a 50 ft separation from property in single-family use regardless of zoning.
- Vape, Tobacco & Cannabinoid Retailers
    - Creates a use category for Vape, Tobacco & Cannabinoid Retailers;
    - Creates a definition for Vape, Tobacco & Cannabinoid Retailers;
    - Imposes a 500 ft separation requirement;
    - Imposes a 500 ft exclusion around schools, parks, and religious facilities; and
    - Requires 50 ft separation from residentially zoned property.
- Short Term Rental
    - Removes requirement that all Short-Term Rentals be accessory uses in owner-occupied dwellings;
    - Modifies the definition of Accessory Dwelling Unit (ADU) to allow the use of ADUs as short-term rentals;
    - Creates an administrative review and permitting process;

- Removes prohibition on short-term rentals in single-family character districts and allows them as a conditional use approved by the Board of Zoning Appeals;
- Allows short-term rentals by administrative approval in mixed use character districts and special districts;
- Requires a local point of contact for each permitted short-term rental; and
- Removes onerous parking requirements for short-term rentals.

Planning staff will present detailed commentary at the December 4, 2024 meeting of the Planning Commission. The proposal

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. 4537 - AN ORDINANCE AMENDING DEVELOPMENT SERVICES PLANNING FEE SCHEDULE FOR THE CITY OF COLUMBIA, TENNESSEE - CITYWIDE, FINANCIALLY RESPONSIBLE CITY PROVIDING EXCELLENT SERVICES.

RECOMMENDATION: Approve Ordinance No. 4537 on second consideration.

INFORMATION: The request is to amend the Fee Schedule for Development Services. The proposed amendments necessitate accompanying fees for the permits and processes that staff will be required to review and issue. The fees that were amended and added include a Short-Term Rental Fee of $300 requiring Board of Zoning Appeals approval; $150 Short Term Rental Fee requiring Administrative Approval; Small Accessory Permit fee of $25; Circulation of Approved Final Plat Fee of $35; and items for Annexation to notice and plan of services and resolutions to consist of an Advertising and Processing Fee of Cost. The Planning Commission recommended approval of this request with a vote of 6-0 at their December 4, 2024 meeting.

This item was reviewed at the February 12, 2025 Planning Commission meeting with no changes recommended by a vote of six to zero.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance 4537; Exhibit A; DS Staff Report.

AN ORDINANCE AMENDING DEVELOPMENT SERVICES PLANNING FEE SCHEDULE FOR THE CITY OF COLUMBIA, TENNESSEE.

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 December, 2024, the Planning Commission reviewed and recommended specific changes, in accordance to Section 8.5.4.C.3 of the Zoning Ordinance regarding development fees. The new proposed fee schedule is attached hereto as Exhibit "A" and incorporated herein by reference. Said recommendation is being considered after a public hearing held on the 10th day of April, 2025, notice of which was published in the Daily Herald of Columbia twenty-one (21) 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 repealing Planning Fee Schedule in its entirety and replacing such schedule with a new Planning Fee Schedule 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 proposed Zoning Ordinance Amendment is consistent with the remainder of this Ordinance, including, specifically, any purpose and intent statements;

b. The proposed Zoning Ordinance Amendment does not represent a new idea not considered in this Ordinance, but does represent a revision necessitated by changing circumstances over time;
c. The proposed Zoning Ordinance Amendment does not correct an error in this Ordinance; and
d. The proposed Zoning Ordinance Amendment is not a revision of this Ordinance for the purpose of complying 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 10th day of April, 2025.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

CITY OF COLUMBIA TENNESSEE

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

PLANNING FEE SCHEDULE

Payable upon Submission of Application
Non-refundable Except as Provided in Refund Policy

Comprehensive Plan Amendment[1]	
Submittal Fee	$ 300
Annexation with CD-3L Base Zoning	
Submittal Fee (10 acres or less); plus	$ 300
Next 90 acres or fraction thereof; plus	$20/acre
All over 100 acres or fraction thereof	$3/acre
Zoning Map Amendment "Rezoning" (§8.5.19)	
Submittal Fee (10 acres or less); plus	$ 450
Next 90 acres or fraction thereof; plus	$30/acre
All over 100 acres or fraction thereof	$5/acre
Planned Unit Development (§8.5.21)	
Preliminary Development Plan	
Submittal Fee (PUD-R and PUD-MU); plus	$ 500
PUD-R and PUD-MU; and/or	$25/dwelling unit
PUD-MU (non-residential acreage)	$50/acre
Final Development Plan	
PUD-R	$ 250
PUD-MU	$ 300
Revision of a Master Plan requiring Planning Commission Approval	100% of original fee
Major Site Development Plan (§8.5.6)	
New Multi-Family Residential Sites, Buildings, and Additions	
Submittal Fee; plus	$ 500
Residential Units	$10/unit
New Non-Residential and/or Mixed-Use Sites, Buildings, and Additions	
Submittal Fee; plus	$ 500
First 10,000 square feet of all floor area; plus	$0.05/square foot
All floor area over 10,000 square feet	$0.02/square foot
Development Plan submitted with Preliminary Plat	$10/unit
Revision of Plan Requiring Planning Commission Approval (§8.5.6.D.3); plus	50% of original fee
Renewal of Expiring Site Plan without Changes (§8.5.6.D.1-2)[2]	100% of original fee
Alternative Performance	$500

[1] Must be accompanied by a request for rezoning.
[2] Paid with building permit or site construction plan review, as applicable.

Rev. 2/13/2025

CITY OF COLUMBIA TENNESSEE

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

Minor Site Development Plan (§8.5.6)[3]	
Administrative Development Plan Approval (§8.5.6.R)	$500
Renewal of Expiring Site Plan without Changes (§8.5.6.D.1-2)	100% of original fee
Heavy Manufacturing Permit (§8.5.22)	
Submittal Fee	$300
Board of Zoning Appeals (§8.5.16/8.5.17)	
Appeal Of Planning Department Determination[4]	$ 300
Zoning Variance Owner-Occupied Residential	$ 200
Zoning Variance	$ 400
Conditional Use	$ 300
Architectural Design Reviewe (§8.5.15)	
Design Review for Planned Unit Development	$ 150
Design Review for structures in Special Districts (SD-LI, SD-HI, SD-INT)	$ 100
Alternative Compliance - ARC	$500
Alternative Compliance - ZA	$300
Design Review Appeals	$50
Historic Zoning Commission (§8.5.13)	
Non-Residential/Non-Owner-Occupied Residential/Signs	
Certificate of Appropriateness - Commission; plus	$ 150
Certificate of Appropriateness - Administrative	$ 75
Owner-Occupied Residential	
Certificate of Appropriateness - Commission	$ 25
Certificate of Appropriateness - Administrative	No Charge
After the Fact Request for Certificate of Appropriateness/Multiple Reviews[5]	$300
Heavy Manufacturing Permit (§8.5.22)	
Submittal Fee	$ 300

[3] All fees applicable to Major Site Development Plans apply to a Minor Site Development Plans referred to the CMPC by the ZA.

[4] Refunded if the BZA finds in favor of the applicant.

[5] This fee applies to all requests for approval for work already completed as well as requests which follow a Stop Work order. The fee also applies to second and subsequent requests to revise previous Commission-level approvals. The Zoning Administrator may charge the regular application fee in cases of bona fide hardship.

CITY OF COLUMBIA TENNESSEE

DEVELOPMENT SERVICES
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COLUMBIA, TN 38401
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FAX: (931) 560-1541

Subdivision (§8.5.24 and SubRegs)	
Minor Subdivisions	
Referred to Planning Commission Approval[6]	$ 500
Staff-Approved	$ 250
Preliminary Plat (Must Accompany a Development Plan)	
Submittal Fee; plus	$ 500
Per Lot; plus	$ 25
Final Plat	
Submittal Fee	$ 500
Per Lot	$ 25
Circulation of Approved Plat (Optional)	$35

Zoning Fees	
Zoning Verification Letter Basic	$ 50
Zoning Verification Letter Detailed / Zoning Administrator's Determination	$ 75
Home Occupation Permit	$ 25
Mobile Vending Permit	$ 50
Small Accessory Permit	$25
Receipt of Plans Conforming to PUD or Site Development Plan	$ 100
Engineering/Planning Reinspection[7]	$ 50
Short Term Rental Permit[8]	$300
Short Term Rental Permit Administrative	$150
Zoning Compliance - Residential[9]	$ 100
Zoning Compliance - Commercial/Industrial[4]	$ 300
Zoning Compliance - Signs[10]	Lesser of 30% of project value or $300

Public Notice[11]	
Advertising and Processing	
Items for which CMPC/ARC is the Decision Making Authority	$70
Items for which City Council is the Decision Making Authority	$145
Items for which BZA is the Decision Making Authority	$70
Items for which HZC is the Decision Making Authority	$70
Items for annexation to notice plan of services and resolution	Cost

[6] Referred at the discretion of the Zoning Administrator or City Engineer. Fee may be reduced to $250 at the discretion of the Zoning Administrator or City Engineer when minimal additional staff time is required.
[7] If associated with Preliminary Plat, Site Plan, PUD or other PC, BZA, HZC, Design Review
[8] Double fees for after the fact permitting after May 13, 2024.
[9] Paid with building permit.
[10] Signs which require a CoA from the ZA or HZC may be credited $75 toward the Zoning Compliance fee, provided no revisions are necessary upon first review of the permit application.
[11] In addition to the initial fee, advertising and mailing fees must be paid each time an item is deferred at the applicant's request. May be waived at discretion of the Director of Development Services.

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Mailing and Processing		
	Items for which City Council or BZA is the Decision Making Authority	$9/adjacent parcel
Posting of Signs		
	Items for which City Council, CMPC, BZA, or HZC is the Decision Making Authority	$10

Additional Fees

Pre-application Meeting[12]	$ 225
Additional Fees for Multiple Technical Reviews[13]	50% of original fee
Technology Fee	$20

Refund Policy

All advertising and processing fees are non-refundable.

All mailing and processing fees are non-refundable.

Fees for Planning Commission items may be refunded, less a $100 processing fee if the applicant withdraws the application at least twenty-four hours prior to the meeting of the Development Review Committee when the request is scheduled for it first technical review. Fees for Planning Commission items are non-refundable at any later point.

Fees for Board of Zoning Appeals may be refunded, less a $50 processing fee if the applicant withdraws the application at least seven days prior to the scheduled meeting. Fees for Board of Zoning Appeals items are non-refundable at any later point.

Fees for Historic Zoning Commission items may be refunded if the applicant withdraws the application at least seven days prior to the scheduled meeting. Fees for Historic Zoning Commission items are non-refundable at any later point.

Zoning fees are non-refundable.

Abbreviations

Columbia Municipal Planning Commission (CMPC)
Architectural Design Review Commission (ARC)
Development Review Committee (DRC)
Board of Zoning Appeals (BZA)
Historic Zoning Commission (HZC)
City Council (CC)

[12] Only applies to proposed comprehensive plan amendments, zoning map or text amendments, planned unit developments, site plans approved by Planning Commission, and preliminary plats. Fee is only charged when the City Engineer, Fire Marshall, and Zoning Administrator (or their designees) are each in attendance. The fee may be waived at the discretion of the Director of Development Services. The fee may be credited to one subsequent related application for Planning Commission review received within six months of the meeting date.

[13] Applicable to Planned Unit Developments, Site Development Plan, and Preliminary Plats which the Zoning Administrator deems noncompliant after two reviews by the Development Review Committee (DRC), and to applications refereed back to the DRC due to technical deficiencies. May be waived at discretion of the Director of Development Services and/or the Planning Commission.

CITY OF
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TENNESSEE

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

Zoning Administrator (ZA)

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. 4538 - 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 IT WITH A NEW ARTICLE 9, DEFINITIONS - CITYWIDE, MORE ATTRACTIVE, LIVABLE CITY.

RECOMMENDATION: Approve Ordinance 4538 on second consideration.

INFORMATION: The Department of Development Services is requesting to amend the Zoning Ordinance of Columbia, Ordinance 4400, with changes concerning Article 9: Definitions, as reviewed and recommended by the Planning Commission at the December 4th, 2024 meeting. The changes and additions to definitions include the following: Minor Home Occupation; Major Home Occupation; Kennel; Short-Term Rental Unit; Tobacco, Vape, and Cannabinoid Retailers

Approval was recommended by a vote of six to zero.

This item was reviewed at the February 12, 2025 Planning Commission meeting with no new changes recommended by a vote of six to zero.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance 4538; Exhibit A; Ordinance 4538 Marked Changes; DS Staff Report.

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 IT WITH A NEW ARTICLE 9, DEFINITIONS.

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 December 2024, the Planning Commission reviewed and recommended specific changes in accordance to Section 8.5.18, to the Zoning Ordinance regarding Definitions in Article 9. As a result, Article 9 is being repealed in its entirety and replaced with a new Article 9 which is attached hereto as Exhibit A and incorporated herein. Said recommendations are being considered after a public hearing held on the 10th day of April, 2025, notice of which was published in the Daily Herald of Columbia twenty-one (21) 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 9 in its entirety and replacing such Article with a new Article 9, Definitions, 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 BYTHE CITY OF COLUMBIA, TENNESSEE, this the 10th day of April 2025.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

_____

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration:_____

SECTION 9.1 WORD USAGE 445
SECTION 9.2 TERMS 446
A. CAPITALIZED TERMS 446
B. UNDEFINED TERMS 446
SECTION 9.3 DEFINED TERMS 446

ARTICLE 9 DEFINITIONS

SECTION 9.1 WORD USAGE

1. The following shall be applicable to certain words used in this Ordinance and the interpretation of this Ordinance. Unless the context or natural construction of the wording clearly indicates otherwise:
2. All words used in the present tense include the future tense; all words in the plural number include the singular number and all words in the singular number include the plural number.
3. The words "must" and "shall" are mandatory.
4. The words "used" or "occupied" include the words intended, designed, maintained, or arranged to be used or occupied.
5. The particular shall control the general.
6. The word "may" is permissive.
7. In the case of any difference of meaning or implication between the text of this Ordinance and any caption or illustration, the text shall control. Where in conflict, numerical metrics shall take precedence over graphical metrics.

The word "permitted" or words "permitted as of right," whether or not capitalized, means permitted without meeting the requirements for a Conditional Use Permit or compliance with limited use standards.

The words "conditionally permitted" or "permitted by Conditional Use Permit" mean permitted subject to the requirements for Conditional Use by special permit pursuant to Section 4.3.9.D, of this Ordinance, and all other applicable provisions.

The words "Permitted Subject to Limited Use Standards" means permitted subject to compliance with the applicable limited use standards pursuant to Section 4.3.9.D and all other applicable provisions of this Ordinance.

The word "applicant" includes any authorized agent of the applicant.

The phrase "used for" shall include the phrases "arranged for", "designed for", intended for", maintained for", and "occupied for".

Unless the context clearly indicates to the contrary, conjunctions shall be interpreted as follows:

"and" indicates that all connected items, conditions, provisions or events shall apply.

"or" indicates that any of the connected items, provisions, or events shall apply.

"either . . . or" indicates that the connected items, conditions, provisions, or events shall apply singly but not in combination.

Unless expressly provided otherwise, all public officials, bodies, and agencies to which reference is made are those of the City.

SECTION 9.2 TERMS

A. Capitalized Terms

Certain capitalized terms used in this Ordinance are defined below or elsewhere in this Ordinance and shall be given such meanings unless the context clearly indicates or requires a different meaning.

B. Undefined Terms

Undefined terms used in this Ordinance shall have the meanings customarily assigned to them.

SECTION 9.3 DEFINED TERMS

For purposes of this Ordinance, the following terms shall have the meanings set forth below unless the context clearly indicates or requires a different meaning:

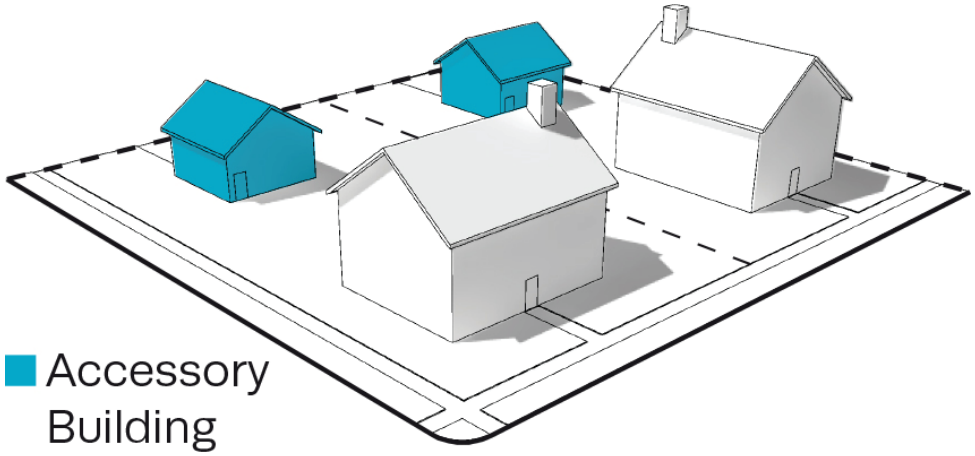
A.

Abut/Abutting: To share or sharing a common property line. For the purposes of this definition, properties across an intervening right-of-way shall not be considered abutting.

Access: As a noun, a legal and physical means of entering premises, whether by Adjacency, Easement, or otherwise; as a verb, the act of entering premises.

Accessory Building: A Building that shares a Lot or Building Site with a Principal Building and that is customarily and clearly incidental and subordinate to the Principal Building. An Accessory Building may or may not have an Accessory Unit or be occupied or devoted to one or more Accessory Uses. An Accessory Building may or may not be attached to the Principal Building. See **Illustration 9.3.A-1 (Principal Building & Accessory Building).**

ILLUSTRATION 9.3.A-1 ACCESSORY BUILDING



Accessory Dwelling: A residential living unit on the same parcel as a single-family dwelling. The Accessory Dwelling provides complete non-transient independent living facilities for one or more persons while remaining physically subordinate and accessory to the principal residence. It may take various forms: a detached unit; a unit that is part of an accessory structure, such as a detached garage; or a unit that is part of an expanded or remodeled primary dwelling.

Accessory Use: A Use that is customarily and clearly incidental and subordinate to a Principal Use of land or a Structure and located on the same parcel of land, Lot, or Building Site as such Principal Use.

Accommodations / Lodging Uses: A Commercial Use sub-category characterized by premises available for daily or weekly renting of bedrooms or suites for periods of less than 30 days, including without limitation Bed and Breakfast, Inn, Hotel, and Motel. A Short-Term Rental Unit is not an Accommodations / Lodging Use. See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses)**. Private campground, hunting/fishing camp, and dude ranch, shelter for the homeless, and Recreational vehicle (RV) park are not included in Accommodations / Lodging Uses.

Actual Construction or Development: The excavation of a site and/or the systematic placement of building materials in conjunction with the Development of land or construction of a Building or other Structure.

Addition: With respect to an existing Building, any walled and roofed new construction expansion to the perimeter of a Building in which the addition is connected by a common load - bearing wall other than a fire wall or is separated by independent perimeter load – bearing walls.

Adult Day Care: As defined in the Rules of Tennessee Department of Human Services Community and Social Services.

Address Sign: A Sign type, described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Adjacent/Adjoin: Having any distance of real property boundary in common with another property, or being separated from the other property boundary by a right- of-way, Thoroughfare, Internal Drive, Alley, Easement, or Civic Space. Not synonymous with Abutting.

Administrative Adjustment: Administrative relief from a standard or requirement of this Ordinance, granted pursuant to the provisions of Article 8 (Administration, Procedure, & Enforcement) by the Zoning Administrator or other staff as specifically authorized by this Ordinance.

Adult Arcade: Any place to which the public is permitted or invited wherein coin – operated or slug – operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors or other image – producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting of Specified Sexual Activities or Specified Anatomical Areas.

Adult Bookstore or Adult Video Store: An establishment having as its principal Business purpose the sale or rental of books, magazines, slides, films, video cassettes, video discs, or any other form of media, which are distinguished or characterized by their emphasis on matter depicting, describing or relating to Specific Sexual Activities or Specific Anatomical Areas.

Adult Care Home: A single family residence licensed pursuant to TSA Title 68, Chapter 11, Part 2, in which twenty-four-hour residential care, including assistance with activities of daily living, is provided in a homelike environment to no more than five (5) adults who are elderly or have a disability, as defined in TSA section 68- 11-201.

Adult Day Care Facility: Premises at which care, supervision, or guidance is provided for one or more adults, whether or not the facility is operated for profit and whether or not the facility charges for services offered by it. Notwithstanding the foregoing, Adult Day Care Facility does not include:

> Facilities for disabled or mentally ill Persons;
>
> Facilities owned and operated by a local church congregation or an established religious denomination or a religious college or university which does not receive State or federal financial assistance for adult care services.

Adult Entertainment: Any conduct that presents material by books, films, slides, video cassettes, video discs, or any other media or by live presentation, or services to the patron of an establishment, which material or services are distinguished or characterized by an emphasis on matters depicting, describing engaging in, or relating to Specified Sexual Activities or Specified Anatomical Areas.

Adult Motion Picture Theater: A Building regularly used for presenting material having as a dominant theme or presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to Specified Sexual Activities or Specified Anatomical Areas, for observation by patrons therein.

Adult-Oriented Entertainment: Use whereby premises to which the public or members of the public are invited or admitted and which are so physically arranged as to provide booths, cubicles, rooms, compartments or stalls

separate from the common areas of the premises for the purpose of viewing Adult – Oriented Motion Pictures, or wherein an entertainer provides Adult Entertainment to a member of the public, a patron or a member, when such Adult Entertainment is held, conducted, operated or maintained for a profit, direct or indirect, including without limitation, Adult Bookstores or Adult Video Stores, Adult Motion Picture Theaters, Adult Arcades, Adult Theaters or Cabarets. any Adult Entertainment studio or any premises physically arranged and used as such, whether advertised or represented as an adult entertainment studio, rap studio, exotic dance studio, encounter studio, sensitivity studio, modeling studio or any other term of like import.

Agricultural Uses: Sub-category of Agricultural and Extractive Use category characterized by Uses that create or preserve areas intended primarily for the raising of animals and crops, and the secondary industries associated with agricultural production.

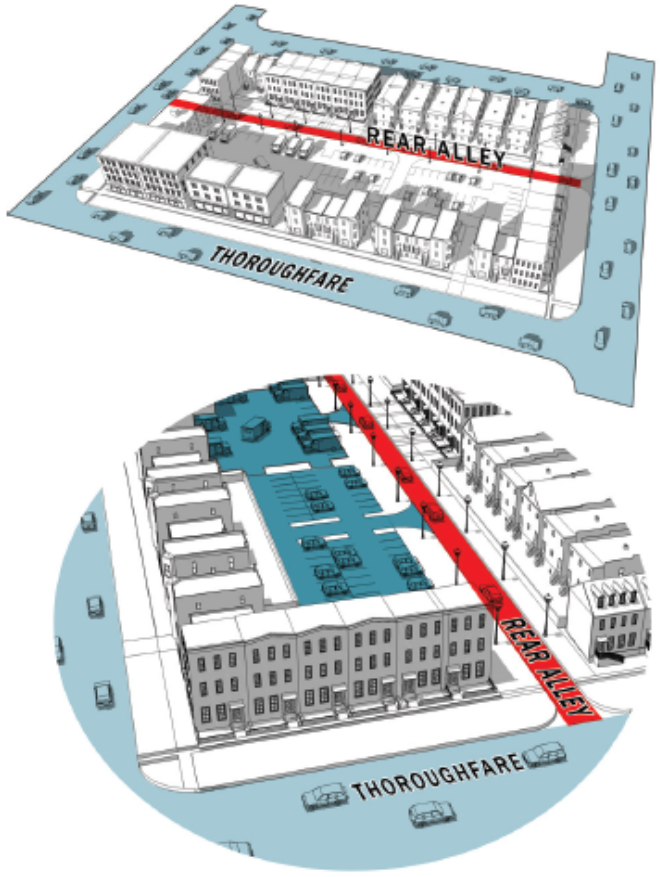
Agricultural and Extractive Uses: (1) collectively, Agricultural Uses and Extractive Uses; (2) a collective reference to Uses in the following sub- Categories: Agricultural Uses and Extractive Uses, as listed in **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses) Table 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses),** and **Table 4.3.9.A-1 (Building, Lot & Building Site Temporary Uses).**

Alcoholic Beverage: Any fermented liquor, such as wine, beer, or distilled spirit, which contains ethyl alcohol (ethanol) as an intoxicating agent.

Alcoholic Beverage Retail Sales: An establishment engaged in the Retail sale of Alcoholic Beverages for off-premises consumption.

Alley: Generally, a vehicular way, which is not intended for general traffic circulation, which affords secondary access to Abutting property, and which may or may not be dedicated to public use. An Alley is not a Thoroughfare or an Internal Drive. See **Illustration 9.3.A-2 (Alley).** See also Rear Alley.

ILLUSTRATION 9.3.A-2 ALLEY



Alteration / Alter: As applied to a Structure, an Addition or a change, rearrangement, or modification in the structural members or elements or the exit facilities, or in any element of the Private Frontage, the Facade or any other exterior architectural feature, including without limitation erection, construction, reconstruction, or removal; any diminution; any enlargement, whether by extending on a side or by increasing in height; moving from one location or position to another; increasing the Floor Area; expending an amount more than 50% of the fair market value; or increasing the fair market value by more than 50%. Alteration does not include Ordinary Maintenance or Repair. The term Alter, in its various modes and tenses and its participial form, refers to the making of an Alteration.

Alternative Tower Structure: As related to Wireless Communication Facilities, trees, clock towers, bell steeples, light poles, water tanks and similar alternative – design mounting structures that camouflage or conceal the presence of antennas or towers.

Antenna: Any exterior apparatus designed for telephonic, radio or television communications through the sending and/or receiving of electromagnetic waves.

Applicant: The owner, lessee, or contract vendee of the subject premises, or other person or entity authorized to make application to a Decision-Making Authority or administrative Person pursuant to this Ordinance.

Arcade: A Private Frontage type, which is conventional for Retail / Personal Service / Repair / Artistic / Artisan Use, wherein a colonnade supporting habitable space in one or more upper levels overlaps the Sidewalk, while the Façade at the first level remains at the Frontage Line. See **Table 4.3.7.A (Private Frontage Types).**

Area of Special Flood Hazard: As defined in Section 6.12.2. Also, may be referred to as "Special Flood Hazard Area".

Artisan Establishment: Any Structure, premises, or establishment in or on which articles of artistic quality or effect or handmade workmanship are produced with or without Retail sales of such articles. Examples of activities that may be conducted in an Artisan Establishment are candle making, furniture making, glass blowing, weaving, pottery making, woodworking, sculpting, painting, and tailoring.

Art or Photography Studio: Premises accommodating the creation of works of art or photography, with or with the exhibition or sale of such works.

Artist Studio Space: Space used for the creation, production, rehearsal, or teaching of any performance, visual, or literary art or craft, including but not limited to painting, drawing, graphic design, photography, video, film, sculpture, pottery, written works of fiction or nonfiction, whether for live or recorded, including music, dance, and theater, and accessory sales of such art.

Assisted Living Apartment: Multiple unit Residential premises for elderly, infirm, or disabled residents, in which housekeeping, meals, and other assistance are available to residents.

Attached: An enclosure having continuing walls, roof and floor.

Attached Dwelling: Residential premises characterized by two or more Dwelling Units being incorporated into a single Structure or attached Structures, specifically being 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.

Attic: The interior part of a Building contained within a pitched roof structure. See **Illustration 9.3.A-3(Attic).**

ILLUSTRATION 9.3.A-3 ATTIC



Avenue (AV): A Thoroughfare or Internal Drive of high vehicular capacity and low to moderate speed, acting as a short distance connector between urban centers, and sometimes equipped with a landscaped median, described as such in **Table 4.3.8.A (Thoroughfare Types - Summary)** and **Table 4.3.8.B (Thoroughfare Assemblies and Standards).**

Awning Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

B.

Bakery: Premises at which cakes, cookies, bread, pastries, tarts, and/or other baked goods are made, whether or not such items are sold at Retail.

Band Sign: The Sign Type described as such in **Tables 7.1.2.B-1 (Sign Types - Summary)** and **7.1.2.B-2 (Sign Types - Specific Standards).**

Bar or Tavern: An establishment serving Alcoholic Beverages to be consumed on the premises.

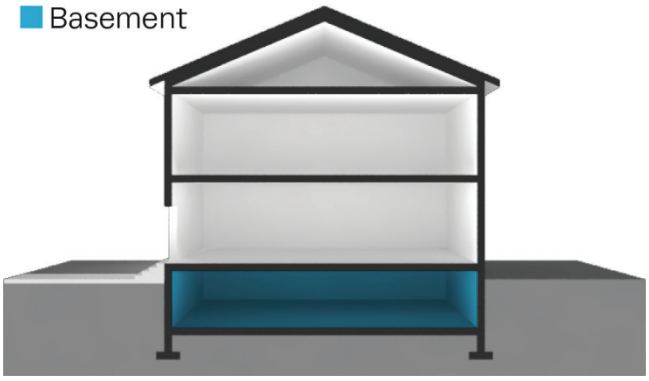
Base: The structural elements, design features, and materials associated with the part of a building that meets the ground and visually differentiates it from the Middle, typically a Knee Wall or Foundation Cladding.



Base Flood Elevation: As defined in Section 6.12.2.

Basement: A portion of a Building having more than half (1/2) of its clear floor- to- ceiling height below the average finished grade of the ground. See **Illustration 9.3.B-1 (Basement).**

ILLUSTRATION 9.3.B-1 BASEMENT



Bed and Breakfast: An Accommodations / Lodging Use characterized by 1 to 5 bedrooms of an owner-occupied Building or Accessory Building being offered to paying guests for overnight Lodging with breakfast. A Short- Term Rental Unit is not a Bed and Breakfast.

Bicycle Lane (BL): A dedicated lane for cycling within a moderate-speed vehicular Thoroughfare, demarcated by striping. See **Table 5.2.4.B (Bikeway Types).**

Bicycle Locker: A fully enclosed space for one bicycle, accessible only to the owner or operator of the bicycle. It protects the entire bicycle, its components and accessories from theft and inclement weather. Bicycle lockers may be pre-manufactured or may be designed for individual sites.

Bicycle Rack: A stationary object to which the bicycle user can lock the frame and one or both wheels of a bicycle with a user-provided U-shaped lock or cable, and which is either anchored to an immovable surface or is heavy enough that it cannot be easily moved.

Bicycle Route (BR): A Thoroughfare that is suitable for the shared use of bicycles and automobiles moving at low speeds. See **Table 5.2.4.B (Bikeway Types).**

Bikeway Stub: A nonpermanent, dead-end Bikeway within a public right-of-way or a public access easement which extends to the boundary of an Adjacent property. Stubs allow the continuation of Bikeways in conjunction with development on adjacent property.

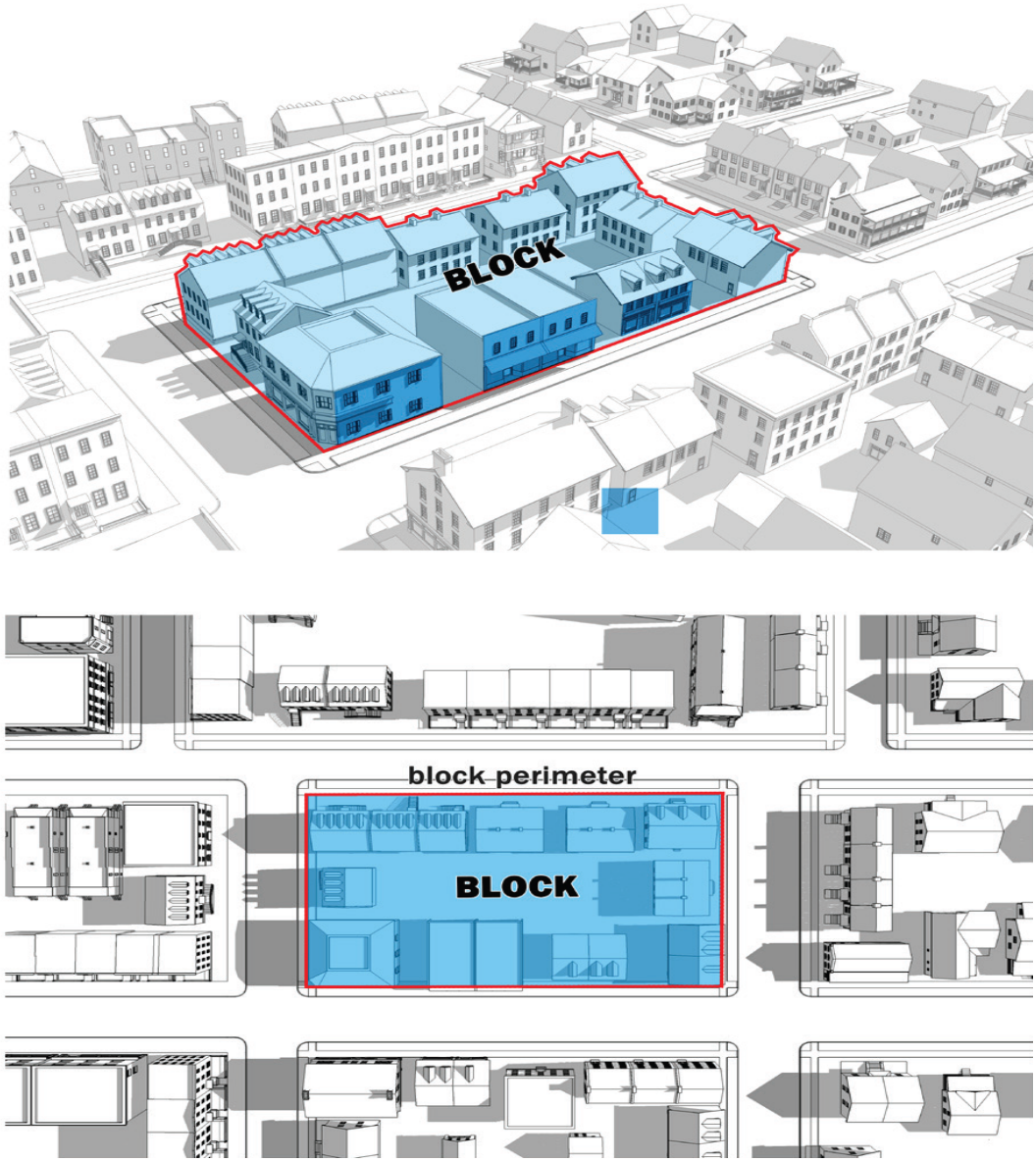
Bicycle Trail (BT): A bicycle way running independently of a vehicular Thoroughfare. See **Table 5.2.4.B (Bikeway Types).**

Billboard: A Sign intended for viewing from extended distances, which is mounted on one or two poles. A Pylon Sign is not a Billboard.

Blade Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Block: The aggregate of Lots, Building Sites, Passages, Civic Spaces and Rear Alleys, circumscribed by Thoroughfares or Internal Drives, or where applicable, circumscribed by Thoroughfares, Internal Drives, Civic Space, and/or waterbodies. See **Illustration 9.3.B-2 (Block).**

ILLUSTRATION 9.3.B-2 BLOCK



Block Face: The aggregate of all Building Facades on one side of a Block.

Board or Board of Appeals: The Board of Zoning Appeals of the City.

Boat - Related Uses: The term referring collectively to Boat Body Shop, Maintenance, Repair, or Cleaning, Boat Dock, Boat Sales, Rental, Leasing, or Chartering, Boat Ramp, Boat Rack, Boat Slip, Boat Slip Sales or Leasing, and Boat Storage.

Boat Body Shop, Maintenance, Repair, Cleaning, or Service: A Structure, premises, or establishment in or on which watercraft are maintained, repaired, serviced, and/ or cleaned, including without limitation, incidental storage for fewer than sixty (60) days of watercraft that are being maintained, repaired, serviced, and/or cleaned. This term does not include boat building or Boat Storage.

Boat Dock: A Structure extending into or upon a waterway or water feature, which provides access to the water for the launching and retrieving of watercraft.

Boat Rack: A storage slip for a boat in a dry stack storage facility.

Boat Ramp: An inclined area providing access to the water for the launching and retrieving of watercraft.

Boat Sales, Rental, Leasing, or Chartering: A Structure, premises, or establishment in, on, or from which watercraft are available for sale, rental, leasing, or chartering.

Boat Slip: A docking space alongside a pier, wharf or mooring dolphins in which a waterborne boat may be moored. For purposes of this Ordinance and in the absence of an authorized quantity of Boat Slips by State or federal regulating agencies, a Boat Slip shall be a minimum length of 25 feet for side mooring and 15 feet for stern moorings.

Boat Storage: A Structure, premises, or establishment in or on which watercraft are stored. This term does not include boat building or Boat Body Shop, Maintenance, Repair or Cleaning.

Breakaway Wall: As defined in Section 6.12.2.

Brewery: An establishment that is primarily used for the manufacture of beer. Such establishment may sell beer for on-site consumption or for off- site distribution in accordance with applicable state and local regulations.

Brewpub: A Use or establishment that is primarily engaged in the sale and service of food for on- premises consumption and that also brews beer for on-site consumption in accordance with applicable state and local regulations.

Buffer: A specified land area, located parallel to and within the outer perimeter of a Lot, Building Site, or parcel of land and extending to the Lot, Building Site, or parcel boundary line, together with the planting and landscaping required on the land. A Buffer may also contain, or be required to contain, a barrier such as a fence or wall, or combination thereof, where additional Screening is necessary to achieve the desired level of buffering between various Uses. The term "Buffer" is not synonymous with the term "Setback Area or Yard" or the term "Stormwater Management Area."

Building: Any Structure, other than a Parking Structure, having a roof supported by columns or by Walls and intended for the shelter, housing, enclosure, or storage of Persons or property.

Building Element: Any component or part of a Building.

Building Official: The City Chief Building Official or designee.

Building Site: A parcel of land that has not been subdivided as a separate Lot, but which is designated by an applicant as a Building Site to be separately built on in a Development Plan or Master PUD Development Plan, site plan, permit application, or plat, and which accommodates, or is available to accommodate, a Principal Building. See **Illustration 9.3.L-4 (Lot / Building Site). See also "Lot", "Lot or Building Site of Record",** and **"Zoning Lot or Building Site**".

Building Systems Business: Establishment that installs, services, maintains, and/or repairs Building systems, such as heating, ventilation, air conditioning, electrical, and plumbing contractors.

Business: Operation of or engagement in for-profit activities and endeavors, including without limitation Commercial and Industrial activities and endeavors.

Business Office: Premises available for any function of a Business. Examples are advertising office, Business management, consulting, data processing, collection agency, real estate or insurance agent, sales office, travel agency, Business incubator, TV or radio studio, Utility office, and conference center.

Business, Trade, or Vocational School: An Education Use providing education or training in Business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a Home Occupation, College, or University.

C.

Canopy Tree: A tree that has an expected height at maturity greater than 40 feet and which produces significant shade because it has a crown that is oval, round, vase-shaped, or umbrella-shaped.

Canteen Truck: A Mobile Vending Apparatus used to serve pre-cooked products to workers at various locations where other food service options are unavailable or impractical (e.g. construction site). Service is often from the Right-of-Way.

Cap: The structural elements, design features, and materials associated with the top floor or top edge of the building to differentiate it from the middle and create a visual end to the building, typically a parapet, cornice or eaves line.



Catering Service: An establishment that prepares and provides food and related services to off-premises locations.

Catering Events Establishment: Any Non-Residential room, place, or space where food and beverages are available for consumption, that is regularly leased or hired out for functions, occasions, or events, to which the general public is not invited or admitted and wherein music or entertainment may be provided.

Cemetery: Land used or intended to be used for the burial of the dead and dedicated for purposes of containing graves, tombs, and funeral urns, including when located or operated in conjunction with and within the boundaries of the Cemetery, columbarium's, crematoriums, mausoleums, and mortuaries.

Central Sewage Collection and Treatment System: A wastewater collection and/or treatment system owned and operated by a public or quasi – public organization and approved by all appropriate licensing and oversight agencies. This term shall not be construed to include any type of privately owned and operated individual disposal system such as private septic or other similar systems.

Certificate of Appropriateness: A certificate issued by the Historic Zoning Commission indicating its approval of plans for Alteration, Construction, removal, or demolition of a Historic Structure or Structure within a Historic District or Historic Landmark District.

Certificate of Completion: A certificate issued with respect to a submission pursuant to this Ordinance, which certifies that such submission is complete in accordance with the applicable requirements under this Ordinance.

Certificate of Compliance: A certificate issued with respect to a submission pursuant to this Ordinance, which certifies that such submission complies with the applicable requirements under this Ordinance.

Certificate of Economic Hardship: A certificate issued pursuant to Section 8.5.14, which evidences a determination that an Economic Hardship exists with respect to remedying a Condition of Neglect related to a Historic Property, which certificate authorizes such Alteration, Construction, removal, or demolition even though a Certificate of Appropriateness therefor has previously been denied.

Certificate of Occupancy: A written permit, which is required before occupying or commencing to use any Building, Lot, Building Site, or other parcel of land.

Character District: One of several areas on a Zoning Map to which certain Character District Development, Lot or Building Site, Building, Development Parcel standards are applied. See **Tables 4.3.1-A - 4.3.1.G (District Standards Character Districts).**

Child Care Facility: Premises at which care, supervision, or guidance is provided for a minor child who is not related by blood, marriage, or adoption to the owner or operator of the facility, whether or not the facility is operated for profit and whether or not the facility charges for services offered by it. Notwithstanding the foregoing, Childcare Facility does not include:

An educational facility, whether private or public, which operates solely for educational purposes in Grades K or above;

Kindergarten programs for five-year-olds;

Children's Day Camps;

School vacation or school holiday day camps for children operating in distinct sessions running less than three weeks per session;

Summer resident camps for children;

Bible schools normally conducted during vacation periods;

Facilities for disabled or mentally ill Persons;

Facilities owned and operated by a local church congregation or an established religious denomination or a religious college or university which does not receive State or federal financial assistance for childcare services.

Children's Day Camp: Premises at which activities are offered to school-aged children in a social setting and the children return home in the evenings.

City: The City of Columbia, Tennessee.

City Code: The municipal code of the City, as the same may be amended and in effect from time to time.

City Council: The City Council of the City.

Civic Uses: (1) not-for-profit Uses dedicated to arts, charitable, philanthropic, culture, Education or Recreation, government, transit, or Parking purposes; (2) a collective reference to the Uses listed under the heading "Civic Uses" in **Table 4.3.9.1-A (Building, Lot, & Building Site Principal Use), Table 4.3.9.1-B (Building, Lot, & Building Site Accessory Use), and Table 4.3.9.1- C (Building, Lot, & Building Site Temporary Use).**

Civic Building: A medium- to large-sized attached or detached Principal Building type, which is operated by a not-for-profit organization or governmental entity, is dedicated to Civic activities, and is designed to stand apart from its surroundings due to the specialized nature of its Civic purpose. Examples include but are not limited to Auditoriums, Conference / Convention / Exhibition Centers, Libraries, Places of Assembly, Courthouses, centers of government, Performing Arts Venues, and Museums. Civic Buildings are often the most prominently sited and architecturally significant Buildings in a community. See **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Civic Space: An outdoor area dedicated for Civic Use, which meets the applicable standards of this Ordinance. See **Table 5.3.3-A (Civic Space Types - Summary)** and **Table 5.3.3-B (Civic Space Types -Specific Standards).**

Civic District: An area on the Official Zoning Map designated for Civic Building(s) and/or Civic Space(s).

Civil Support: Use category collectively referring to the Uses listed as such in **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses).**

Clinic: A Medical Clinic or Dental Clinic.

College or University: An educational institution that offers courses of general or specialized study leading to a degree.

Commercial Uses: The Use category, which is a collective reference to the Uses in the following Use sub-Categories, as listed in **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses):**

Accommodations / Lodging, Day Care (non-Civic), Educational Facilities (non-Civic), Indoor Recreation, (Commercial), Group Assembly, Outdoor Recreation (Commercial), Commercial Parking (Commercial), Restaurant, Retail / Personal Service / Repair / Art /Artisan, Self-Service Storage, Boat-Related Uses, Motor Vehicle-Related Uses, Manufactured Home Sales, and Wholesale Sales.

Commercial Building: A small- to medium-sized attached or detached non-Residential Building Type, typically designed to facilitate pedestrian-oriented Retail/ Personal Service / Repair / Art / Artisan Uses and Office Uses. See **Table 4.3.8.A (Principal Building Types Summary)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Commercial Indoor Athletic Training Facility: Business establishment providing indoor facilities designed and used for active participatory athletic activities or training, including but not limited to personal strength and fitness training, gymnasiums, skating rinks, swimming pools, and tennis courts. Specifically excluded are Health Clubs, Day Spas, and Sports Venues.

Commercial Parking: A Parking Lot or Parking Structure operated as a for-profit endeavor.

Common Destination: An area of focused community activity, usually defining the approximate center of a Pedestrian Shed. It may include without limitation one or more of the following: a Civic Space, a Civic Building, a Commercial center, or a transit station, and may act as the social center of a neighborhood.

Common Open Space: A parcel or parcels of land and/or an area of water within a development site designated, designed, and intended for use or enjoyment of the occupants of the Development site. Common Open Space may contain such complementary Structures and Improvements as are necessary and appropriate for the benefit and enjoyment of the occupants of such Development site

Common Yard: A planted Frontage wherein the Facade is set back substantially from the Frontage Line, and the Front Yard so created remains unfenced and is visually continuous with Abutting yards, supporting a common landscape. See **Table 4.3.7.A (Private Frontage Types).**

Communications Equipment: Equipment used for communication, transmission or reception by Business, governmental, or other public or quasi-public users, including without limitation cellular towers. This does not include communication equipment for amateur radio operators licensed by the Federal Communications Commission that are exempt from local zoning restrictions.

Communication Services: An establishment primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms, including without limitation, Radio or Television Broadcasting Studio, News Syndicates, Video or Audio Studio, Telecommunication Service Center, and Telegraph Service Center.

Communications Tower: A tower of any size that supports Communications Equipment, transmission or reception by Commercial, governmental, or other public or quasi- public users, including without limitation cellular towers. This does not include communication towers for amateur radio operators licensed by the Federal Communications Commission that are exempt from local zoning restrictions or communications towers under 100 feet in height used solely for educational communications purposes.

Community Garden: A private or public Civic Space type for the cultivation of fruits, flowers, vegetables, or ornamental plants by more than one person or family, described as such in **Table 5.3.3.A (Civic Space Types-Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards).**

Community Service: Sub-category of the Civic Uses category, being Uses of a public, non-profit, or charitable nature providing ongoing education, training, or counseling to the general public on a regular basis, without a Residential component, including without limitation, Civic Building, club or lodge (Civic), food distribution center (Civic), gallery (Civic), Parking Lot or Parking Structure (Civic), Philanthropic Institution, Place of Assembly, post office, neighborhood arts center (Civic), recreation facility (Civic), Senior Center (Civic), Sports Venue (Civic), transit shelter, transit station, transit terminal with or without vehicle storage or maintenance, and union hall.

Completely Enclosed: Refers to a Building or other Structure having a roof, separated on all sides from adjacent open areas, by exterior walls or Party Walls, pierced only by windows or entrance and exit doors normally provided for persons, goods or vehicles.

Comprehensive Plan: The general plan of the City of Columbia as adopted according to T.C.A. § 13-4-201 through 203, also referred to as Connect Columbia. The Comprehensive Plan includes all text and maps of Connect Columbia as well as any ancillary special area plans.

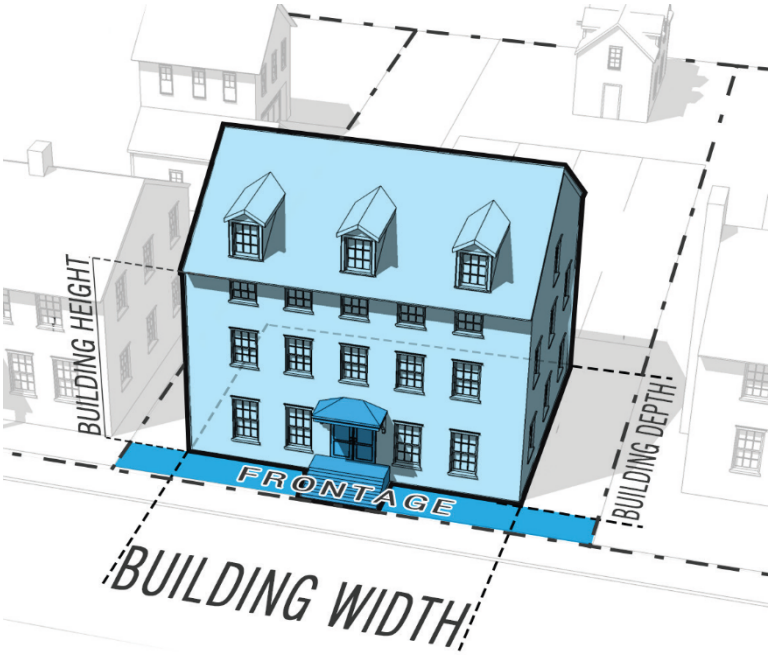
Conditional Use: A Use that would not be appropriate generally or without restriction throughout the applicable District, but which, if controlled as to number, area, location, or relation to the neighborhood, would promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity, or general welfare. Conditional Uses are subject to all such controls and to approval by the Board of Zoning Appeals. For purposes of the administration of this Ordinance, Conditional Uses shall be construed as synonymous with special exceptions, as controlled by TCA Section 13 – 7 – 206.

Conditional Use Permit: A permit issued pursuant to Section 8.5.16.C.

Conditions of Neglect: As defined in Section 8.5.14.C.1.

Configuration: With respect to a Building, its form, including its Massing, Private Frontage, Width, and Height. See **Illustration 9.3.C-1 (Configuration).**

ILLUSTRATION 9.3.C-1 CONFIGURATION



Conference / Convention / Exhibition Center: Premises that accommodate conferences, exhibitions, meetings, seminars, training sessions, and other similar gatherings.

Construction: The act of adding an Addition to an existing Structure or the erection of a new Structure.

Construction Business: An establishment engaged in any Business involving activities generally referred to general contracting, construction trades, building, or Development.

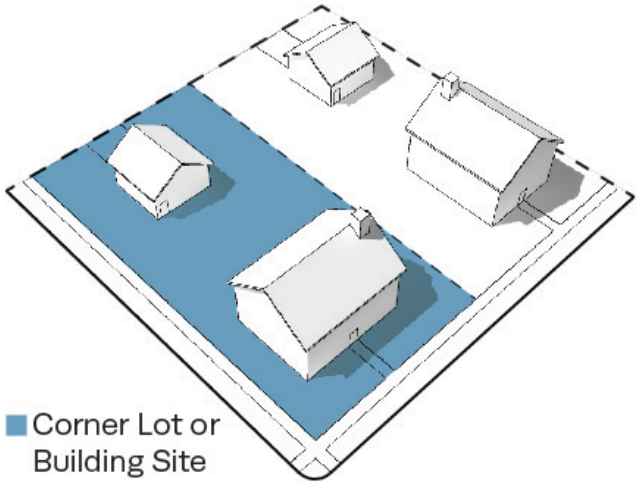
Continuum of Care Facility: A facility providing one or any combination of assisted living, nursing home, or skilled nursing for the elderly or other individuals incapacitated in some manner for medical reasons, as determined and licensed and/or certified by the Tennessee Department of Health, Board of Licensing Health Care Facilities. Included in this definition are homes for the aged, as defined by TCA Sections 68-11-201. Continuum of Care Facilities may include a small amount of age-restricted independent living as part of the overall continuum of care.

Contractor Materials Sales: The sale of building materials at wholesale without Outdoor Storage.

Convenience Store: An establishment primarily engaged in the provision of frequently or recurrently needed goods for household consumption, such as prepackaged food and beverages, newspapers, and limited household supplies, to customers who generally purchase only a few items. Convenience stores shall not include fuel pumps or the selling of fuel for motor vehicles.

Corner Lot or Building Site: A Lot or Building Site type of which at least two Abutting sides Abut Thoroughfares, Internal Drives, Pedestrian Ways, Civic Spaces, or other public places. See **Illustration 9.3.C-2 (Corner Lot or Building Site).**

ILLUSTRATION 9.3.C-2 CORNER LOT OR BUILDING SITE



Corridor: A lineal geographic system incorporating a Thoroughfare, Internal Drive, Greenway, or other Civic Space.

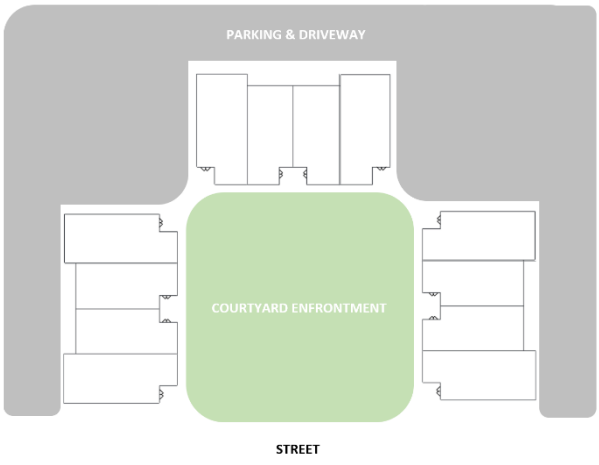
Cosmetic Reconditioning: Incidental repair and refinishing of a vehicle, limited to plastic and trim parts, including bumpers, moldings, mirrors, headlight lenses, and the restoration of alloy wheels. Vehicle side panels may also be refinished when a bumper scrape carries onto a fender. Cosmetic Reconditioning shall not include painting of a complete vehicle, or use of traditional collision repair equipment, such as a frame machine, weld, or unibody straightening machine.

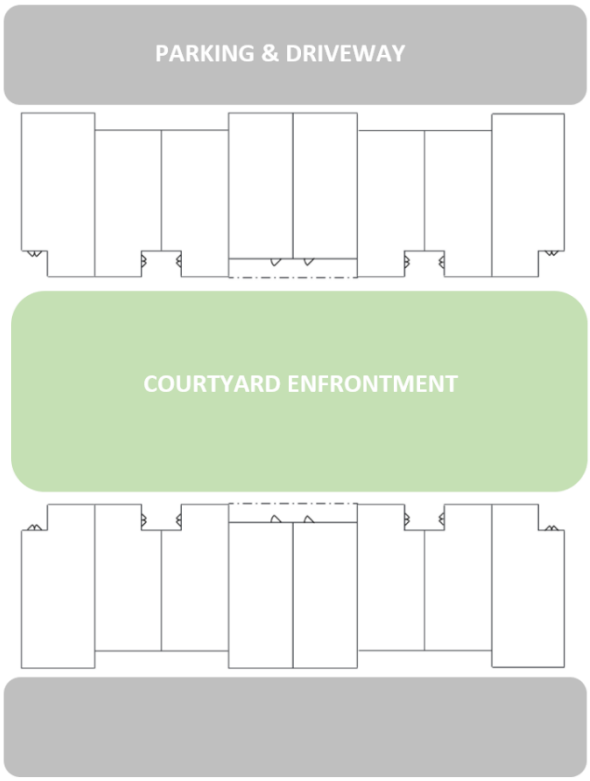
Counseling Service: An establishment providing counseling, guidance, or similar services to persons requiring rehabilitative or vocational assistance. This term includes job training and placement services.

Court: An open unoccupied space, other than a Setback Area or Yard, on the same Lot or Building Site with a Building or group of Buildings, which is bounded on two or more sides by such Building or Buildings.

Courthouse: A Building in which courts of law are held.

Courtyard Enfrontment: Where permitted in **Table 4.3.1**, the arrangement of buildings, typically Townhomes, facing a parklike area that enfronts a Thoroughfare or Internal Drive on at least one side with a minimum frontage width of fifty (50) feet.





Crisis Counseling Center: Premises from which Persons who have experienced a traumatic event are provided short-term counseling to assist in coping with the event.

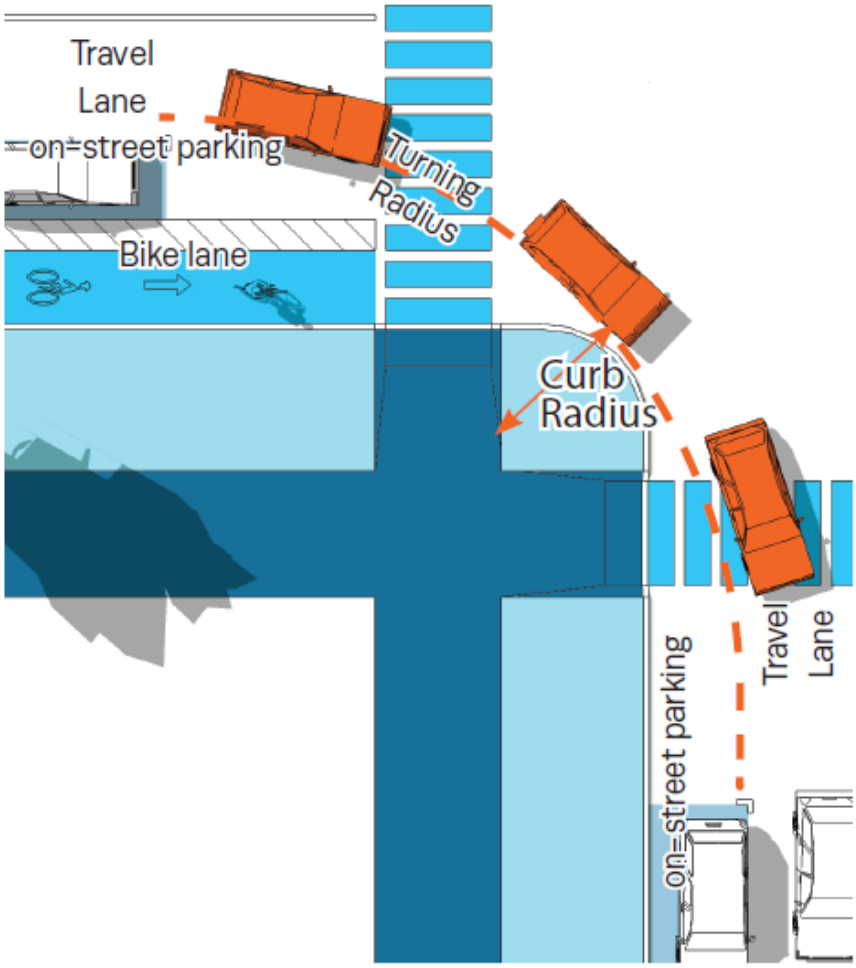
Critical Root Zone: With respect to a tree, a circular area measured outward from the tree trunk, representing the essential area of the roots that must be maintained for the tree's survival. The Critical Root Zone is measured one foot of radial distance for every inch of tree at diameter at breast height, with a minimum of ten feet.

Cross Block Passage: A minimum 10-foot-wide pedestrian access reserved between Buildings.

Curb: The edge of the vehicular pavement that may be either raised or flush with a Swale to the extent allowed by this Ordinance. It usually incorporates or is associated with the drainage system. See **Table 4.3.8.A (Thoroughfare Types - Summary)** and **Table 4.3.8.B (Thoroughfare Assemblies and Standards)**.

Curb Radius: The radius of the curb at an intersection. See **Illustration 9.3.C-3 (Curb Radius).**

ILLUSTRATION 9.3.C-3 CURB RADIUS


Travel
Lane
on-street parking
Turning
Radius
Bike lane
Curb
Radius
Travel
Lane
on-street parking

D.

Data Processing or Storage Services: Establishments primarily involved in the compiling, storage, and maintenance of documents, records, and other types of information in digital form utilizing a main frame computer.

Day Care Center or Facility: A place other than an occupied Dwelling, which for a payment, fee, or grant provides care, protection, and supervision for more than 5 children or adults on a regular basis away from their primary Residence for fewer than 18 hours each day (although the facility may be open 24 hours each day), with no overnight accommodations. Those receiving care are not all related to each other by blood or marriage and are not legal wards or foster children of the attendant adults. A Day Care Center or Facility must meet all applicable State and County requirements for standards, licensing, and inspections.

Examples are Adult Day Care program, Child Care Center, Nursery School, Preschool, and Latch-key Program.

Decision-Making Authority: Any City administrative Person, legislative or quasi-legislative body, or appellate body authorized to make decisions under this Ordinance, including without limitation, the Zoning Administrator, the Planning Commission, the Board of Zoning Appeals and the City Council.

Deck: A covered or uncovered horizontal, platform-like Structure similar to a floor, which is constructed outdoors of wood, composite wood, or vinyl material, is capable of supporting weight, and may be connected or unconnected to a Building.

Demolition: Any act or process that destroys in part or in whole a Historic Structure or a landmark or a Structure within a Historic District or Historic Landmark District.

Demolition by Neglect: The existence of any one or more Conditions of Neglect with respect to a Historic Property.

Density: The intensity of Development within a standard measure of land area. The maximum Density established for a District is not a guarantee that such Density may be obtained, nor shall the inability of a Development to achieve the stated maximum Density be considered sufficient justification for a Variance or Administrative Adjustment or otherwise adjusting other Density or other requirements.

Dental Office / Dental Clinic: An Office or other premises for the private practice of dental care professionals licensed by the State, wherein a majority of patient encounters involve dental examination, diagnosis, treatment, surgical procedures, preventive care, restorative care, cosmetic care, and/or emergency care on an outpatient basis.

Dental Lab or Laboratory: Premises or establishment at which products to assist in the provision of oral health care by a licensed dentist are made, such as crowns, bridges, dentures, dental implants, and therapeutic and orthodontic devices.

Design Guideline: As related to a Historic District, Historic Landmark District, or Structure in a Historic District or Historic Landmark District, a standard of appropriate activity that will preserve the historic and architectural character of such Structure or district.

Designed for Residential Use: A Building or part thereof which was originally designed for Residential Use.

Develop/Development: (1) commencing, making or planning for man-made changes to land, Structures, or other real property, including without limitation, re-development, clearing, excavation, grading, filling, Construction, re-Construction, Alteration, demolition, modification, subdivision or re-subdivision, installation of infrastructure, mining, dredging, paving, drilling, and storage of materials, whether such changes are horizontal, vertical, or

subterranean, but excluding agricultural and gardening activities and Ordinary Maintenance and Repair; (2) the resulting changes to such land, Structures, or other real property; and (3) with respect to a specific plan of development or development project, such development or project.

Development Parcel: A parcel of land:

which, either alone or together with one or more other parcels under a common Development scheme, program or plan, is ten (10) or more gross acres;

with respect to the Development of which any new Thoroughfare, Internal Drive, or extension or change of the design of any existing Thoroughfare or Internal Drive is required or will be made or proposed; or

with respect to which any District assignment or any Thoroughfare or Internal Drive or alignment thereof is proposed to be made or changed by a Zoning Map or Zoning Map amendment.

Development Area Per Dwelling Unit: The measurement of Density for Residential Development, which term refers to the number of Dwelling Units per unit of land area, subject to adjustment for Lot or Building Site Area Remainder as follows:

if an amount of Lot or Building Site Area not allocated to a Dwelling Unit is less than that required for one such Dwelling, the remaining Lot or Building Site Area may be used to satisfy Lot or Building Site Area requirements if it represents at least 75% of the total area required for a Dwelling Unit; provided, however, that the project shall comply with all other applicable regulations including without limitation access, Setbacks, Setback Areas, and Yards.

Development Plan: A Site Development Plan or Sketch Development Plan, as described in Section 8.5.6. See also "Master PUD Development Plan".

Development Permit: Any permit or approval issued or granted pursuant to this Ordinance.

Deviation: Alternative Compliance with design standards, Alternative Performance, the customized standards of a Planned Unit Development, Administrative Adjustment, or a Variance.

Directory Sign: The Sign type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Distillery: An establishment which is primarily used for the manufacture of alcoholic spirits in accordance with applicable state and local regulations.

Distribution: The movement of goods including the storage of goods awaiting movement.

Distribution Facility: Premises used for Distribution.

District: A Character District, Special District, PUD District, or Civic District; when capitalized and not accompanied by the word "Historic", the word "District" specifically excludes any Local Historic Districts. See also "Zoning District".

Dooryard: A Private Frontage type intended for ground floor Residential Use, wherein the Façade is set back a small distance and the Frontage Line is defined by a low Wall, decorative Fence or hedge, creating a small raised, sunken, or at-grade Dooryard consisting of a front garden or patio. The Dooryard shall not be used for public circulation along a Thoroughfare. See **Table 4.3.7.A (Private Frontage Types).**

Double-Wide Manufactured Home: (1) A single detached dwelling constructed primarily off-site, designed to be transported on a flat-bed truck or Trailer in 2 or more sections to be attached on site. As used in this Ordinance, Double-Wide Manufactured Home does not include Manufactured Homes constructed as a single self- contained unit and mounted on a single chassis. (2) A Double-Wide Manufactured Home, shall be considered a Single-Family Dwelling and shall be subject to all standards and regulations applicable to Single- Family Dwellings, as provided by this Ordinance.

Drive: A Thoroughfare or Internal Drive along the boundary between an urbanized and a natural condition, usually along a waterfront, Park, or promontory, with one side having the urban character of a Street, with Sidewalk and Buildings, and the other having the qualities of a Road or Parkway with naturalistic planting and rural details. See **Table 5.3.3.F (Thoroughfare / Internal Drives Types – Summary)** and **Table 5.3.3.G (Thoroughfare / Internal Drive Assemblies and Standards).**

Drive Aisle: A vehicular accessway that serves and is within a Parking Area, Parking Lot, or Parking Structure. A Drive Aisle is not a Thoroughfare, Internal Drive, or Driveway.

Drive-Through: Any accommodation designed or used for the transaction of Business wherein the patrons may avail themselves of the services or products of an establishment while remaining in their vehicles, whether or not patrons are also able to obtain services or products inside of a Structure.

Driveway: For Houses, Duplexes, and Townhomes, an area for parking and vehicular access conforming to the standards of Table 4.3.1. For all other Lots and Building Sites, a vehicular accessway within a Lot or Building Site to provide access only from a Thoroughfare or Internal Drive to a Parking Area, Parking Lot, Garage, Parking Structure, or Building entrance, but not designed to provide space within the First Layer or Second Layer for vehicular Parking additional to the minimum space required for such access.

Duplex: A small- to medium- sized Building, other than a Manufactured Home, situated on a single or two Abutting small- to medium- sized Lot(s) or Building Site(s) with an Edgeyard or Sideyard, which either is (a) attached to another Building of the same type, each of which consists of a separate Dwelling Unit with a separate entrance or (b) contains two Dwelling Units, each of which has a separate entrance. In each case, the entrance of at least one of the Dwelling Units must face a Thoroughfare, Internal Drive, or Civic Space. Dwelling Units may be side-by-side, front- to-back, or over-and-under. See **Table 4.3.8.A (Principal Building Types Summary)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Dwelling / Dwelling Unit: A Building or portion thereof designed or used exclusively as Residential quarters for one or more Families living independently of each other, which includes separate complete sleeping, cooking, eating, and sanitation facilities for each such Family, and occupied for a monthly or longer basis. The term shall not be deemed to include Hotel, Extended Stay Hotel, Motel, Boarding or Rooming House, or any Transient living accommodations.

E.

Easement: Privilege or right of use, access or enjoyment granted on, above, under or across a particular tract of land by the landowner to another Person.

Economic Hardship: An economic burden imposed upon the owner, which is unduly excessive and prevents a realization of a reasonable rate of return upon the value of his property.

Edgeyard: A Yard type that results from a Building being set back from its Lot or Building Site boundaries at the front, rear, and both sides.

Education or Educational: A Use category characterized by the process of receiving or giving instruction. See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use).**

Educational Facility: Public and private (including charter or religious) schools at the pre-school, kindergarten, primary, intermediate, or secondary school levels; colleges, universities, community colleges, graduate and professional schools, nursing, dental, and medical schools, seminaries, and other post-secondary institutions of higher learning that offer courses of general or specialized study leading to a degree, usually in a campus setting. The following are not Educational Facilities: dance, art, music, or photographic studios or classrooms (see Retail Sales and Personal Service), driving schools other than truck driving schools (see Retail Sales and Personal Service), and Martial Arts schools (see Retail Sales and Service).

Effective Date: The date on which this Ordinance was adopted by the city Council.

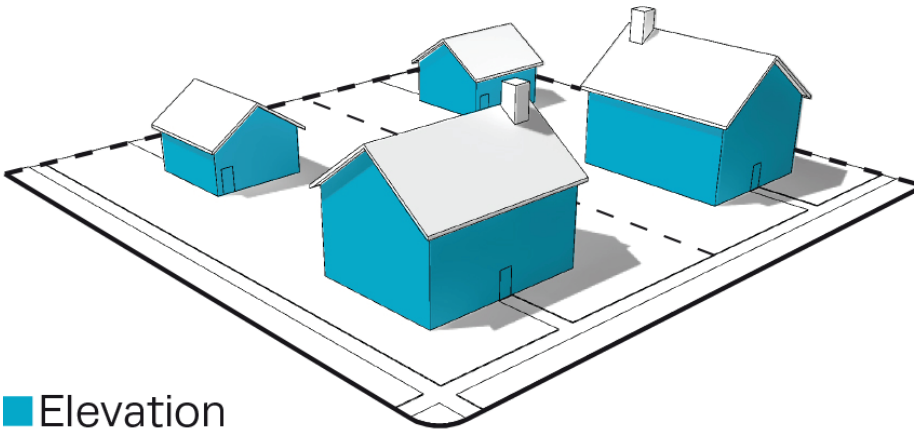
Effective Turning Radius: The measurement of the inside Turning Radius, taking parked cars into account.

Electronic Message Board: A panel or screen with the capability to display electronically programmed variable messages.

Elementary School: A public, private or parochial school offering instruction between Kindergarten and Grade 4 in the branches of learning and study required to be taught in the public schools of Tennessee.

Elevation: As related to the exterior walls of a Building, one that is not along a Frontage Line; when not capitalized, "elevation" means the height above a given level or a drawing or design that represents an object or Structure as being projected geometrically on a vertical plane parallel to one of its sides, as the context indicates. See also Facade. See **Illustration 9.3.F-5 (Frontage and Lot or Building Site Lines)** and **Illustration 9.3.E-1 (Elevation).**

ILLUSTRATION 9.3.E-1 ELEVATION



Encroach: to break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, Setback Area, or Yard or into the Public Frontage, or above a height limit.

Encroachment: Any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, Setback Area, or Yard or into the Public Frontage, or above a height limit.

Enfront: To place an element along a Frontage, as in "porches Enfront the Thoroughfare."

Exempt Wireless Communications Tower: Communication tower used by amateur radio operators licensed by the FCC that are exempt from local zoning restrictions or communications towers under 100 feet in height used solely for educational communications purposes.

Exempt Sign: A Sign listed in Section 7.1.10 that does not require a Sign Permit.

Existing Local Codes: All City laws, codes, and ordinances in effect on the Effective Date.

Extended Stay Hotel: A Building or part of a Building, containing six (6) or more guest rooms or suites, offering temporary residence for compensation and specifically constructed, licensed, and/or maintained, all or in part, for non-Transient extended stays and/or stays longer than 30 days, regardless of the presence of leases for shorter periods of time. An Extended Stay Hotel is not a Hotel, Motel, Bed and Breakfast, Inn or Short-Term Rental Unit.

Exterior Architectural Appearance: The architectural character and general composition of the exterior of a Structure, including but not limited to the kind, color, and texture of the building materials and the type, design, and character of all windows, doors, light fixtures, Signs, and appurtenant elements.

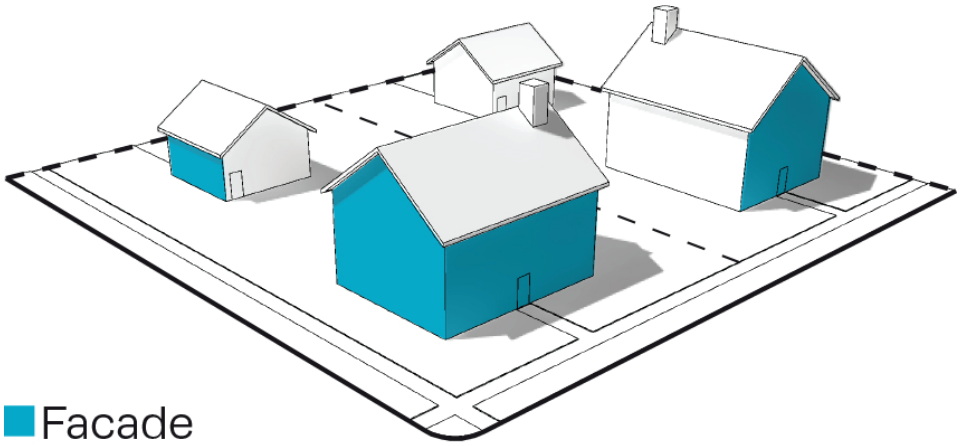
Extractive Uses: Sub-category of Agricultural and Extractive Uses Category characterized by Uses in which minerals or other solids or liquids are extracted from the earth, including without limitation, chemical fertilizer and non-metallic mineral mining, clay, ceramic, and refectory mineral mining, coal mining, crude petroleum and natural gas production field, metal ore and mineral mining, sand, stone, and gravel quarrying.

F.

FAA: Federal Aviation Administration.

Facade: the exterior Wall of a Building that is set along a Frontage Line. See **Illustration 9.3.F-1 (Facade)**. See also "Elevation".

ILLUSTRATION 9.3.F-1 FACADE



Family: (1) one or two Persons and their children by birth, adoption, foster care, or guardianship or (2) any number of related or unrelated Persons living together in a single, more or less permanent and stable rather than Transient living arrangement as a not-for-profit housekeeping unit, which is the functional and factual equivalent of a traditional family, including without limitation a group headed by a householder caring for a reasonable number of children as one would be likely to find in a traditional family; provided that the criteria "stable rather than Transient living arrangement" shall not be applied in cases where handicapped persons are affected.

Family Day Care: A facility which provides day care and supervision services for up to 18 hours per day for no more than 12 recipients at any one time, without overnight accommodations, by a provider of such services who is not related to such recipients, which provider has received and maintains in full force and effect all necessary State approvals and licenses. Those receiving care are not all related to each other by blood or marriage and are not legal wards or foster children of the attendants.

Farm and Construction Equipment: Equipment used in the conduct of farming or construction activities.

Farmer's Market: An open-air area, without or without a Structure, used for the Retail sale of fresh fruits, vegetables, nuts, grains, eggs, flowers, herbs, or plants. A Roadside Stand is not a Farmer's Market.

FCC: Federal Communication Commission.

Fence:

(1) As a Private Frontage type, a Frontage wherein the Facade is set back from the Frontage Line, and the Front Setback Area, Front Yard, or Street Yard so created is separated from the Public Frontage by a Fence. See **Table 4.3.7.A (Private Frontage Types);**

(2) As a Structure, a device erected to serve as an architectural element, landscape element, Screen, Streetscreen, or physical barrier.

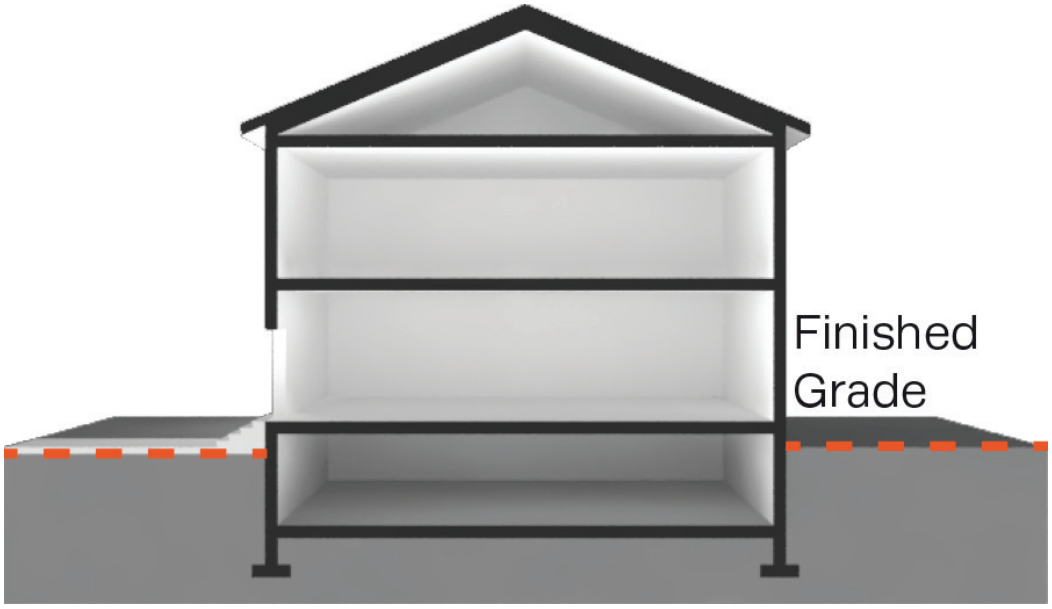
Final Plat: As defined in City Subdivision Regulation Section 2.3.

Financial Institution: An establishment that is regulated by the Federal Deposit Insurance Corporation (FDIC) and/ or Tennessee Department of Financial Institutions and provides a variety of financial services, generally including banks, credit unions, and mortgage companies.

Financial Services: A Business, other than a Financial Institution or Non-Banking Financial Institution, characterized by the provision of financial, investment, and/or similar services.

Finished Grade: The elevation of the completed surfaces of lawns, walks and Thoroughfares and Internal Drives Adjoining a Building wall at that point along such wall. See **Illustration 9.3.F-3 (Finished Grade).**

ILLUSTRATION 9.3.F-3 FINISHED GRADE



Fire / EMS Station: Premises accommodating operations of fire-fighting and emergency medical personnel and other members of staff.

First Layer: See "Layer".

Flex Building: A large footprint Principal Building type designed to accommodate either a single Use or a vertical or horizontal mix of Uses. See **Table 4.3.8.A (Principal Building Types- Summary)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Flood: As defined in Section 6.12.2.

Floodplain: As defined in Section 6.12.2.

Flood Fringe Overlay District: An area designated as such on the Official Zoning Map.

Floodplain District: As defined in Section 6.12.2.

Floodway Overlay District: An area designated as such on the Official Zoning Map.

Floor Area: The total of the gross horizontal areas of all floors, including usable Basements and cellars, below the roof and within the outer surface of the main walls of Buildings or the center lines of Party Walls separating such Buildings or portions thereof, or within lines drawn parallel to and two feet within the roof line of any Building or portion thereof without walls, but excluding the following:

Areas used for off – street Parking spaces or loading berths and Driveways and maneuvering relating thereto where required by this Ordinance

In the case of Non-Residential facilities: arcades, porticoes, and similar open areas which are accessible to the general public, and which are not designed or used as sales, display, storage, service, or production areas.

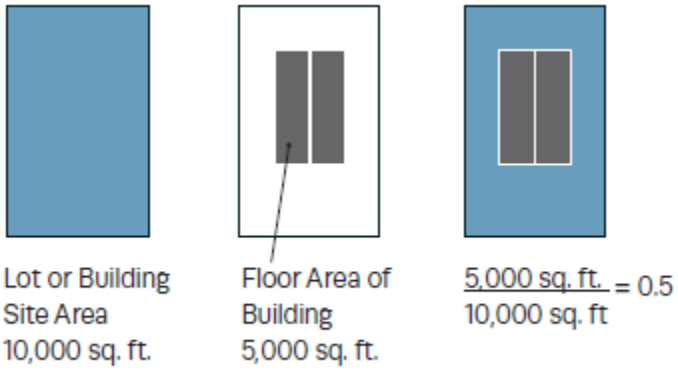
Floor Area Ratio ("FAR") or Floor-to-Area Ratio: A measurement of Non-Residential land use intensity, being the ratio of Building Floor Area- to -Lot or Building Site Area. FAR is determined by dividing (1) the aggregate Floor Area of the several floors and mezzanine areas of all Buildings on a Lot or Building Site by (2) the Lot or Building Site Area, as follows:

$$\frac{\text{Aggregate Floor Area}}{\text{Lot or Building Site Area}} = \text{Floor Area Ratio}$$

For example:

a Building containing 20,000 square feet of Floor Area on a Lot or Building Site that has a Lot or Building Site Area of 10,000 square feet has a Floor Area Ratio of 2.0; and

similarly, a Floor Area Ratio of .5:1 would mean that the Floor Area of the Building is 50% of the Lot or Building Site Area of the Lot or Building Site on which the Building is located.



Food Distribution Center: Premises operated for Civic purposes, with or without a Structure, from which edible goods are distributed to the public, with or without compensation.

Food Processing: Use characterized by processing and packaging of edible goods and beverages for consumption off of the premises.

Food Truck: A Mobile Vending Apparatus which qualifies as a vehicle or tow-behind trailer under TCA § 55-1-101-126 from which edible food products and beverage are cooked, prepared, assembled and offered for sale to the general public for immediate consumption. A food truck is not a Mobile Kitchen.

Food Truck Court: A parcel of land where two or more Mobile Vendors congregate to offer food and beverage for sale to the public as the principal use of the site, where permitted by **Table 4.3.9.A-1**. This definition shall not be

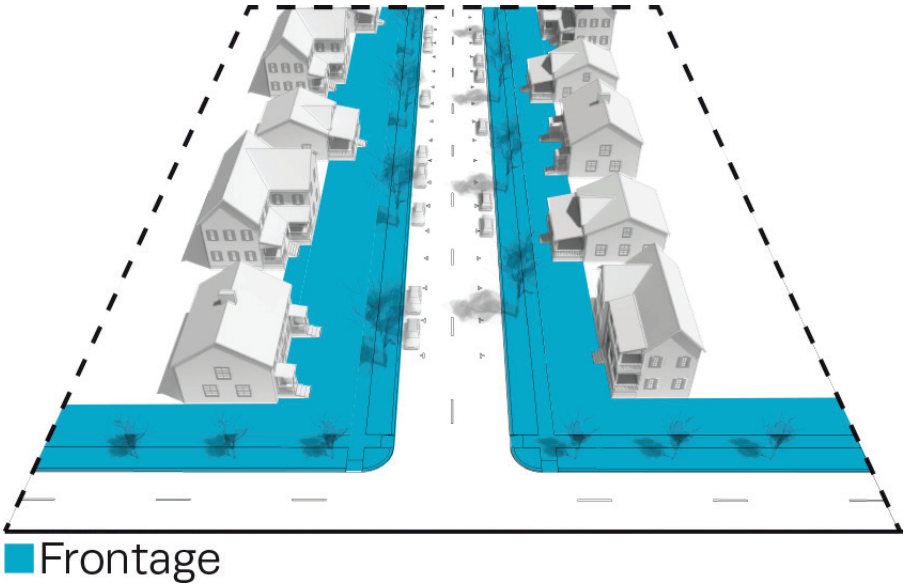
interpreted to include a congregation of mobile food vendors as an accessory use or temporary use, where permitted by **Table 4.3.9.A-2** and **4.3.9.A-3.**

Forecourt: A Private Frontage type wherein a portion of the Facade is close to the Frontage Line and the central portion is set back, creating a gathering space for residents or additional shopping or restaurant seating area within Retail / Personal Service / Repair / Art / Artisan Use areas. This type should be used sparingly and may be used in conjunction with other Private Frontage types. See **Table 4.3.7.A (Private Frontage Types).**

Freestanding Sign: Any Sign supported by Structures or supports that are anchored in the ground and that are independent of any Building or other Structure.

Frontage: The area between a Building Facade and a Path, Passage, waterbody, Civic Space, or the curb (or if there is no curb, the edge) of the Vehicular Lanes of a Thoroughfare or Internal Drive having Vehicular Lanes, inclusive of the built and planted components of such area. Frontage is divided into Private Frontage and Public Frontage. See **Illustration 9.3.F-5 (Frontages and Lot or Building Site Lines), Table 5.2.2.G-1 (Thoroughfare & Internal Drive Assemblies and Standards),** and **Table 4.3.7.A (Private Frontage Types).** Corner Lots and Building Sites have two Frontages, a Principal Frontage and a Secondary Frontage**.** See **Illustration 9.3.F-4 (Principal Frontage** and **Secondary Frontage).**

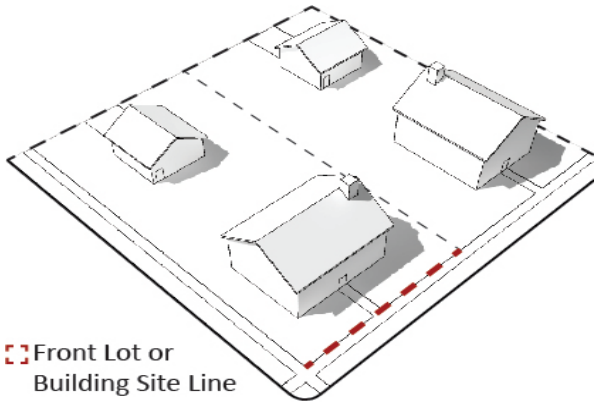
ILLUSTRATION 9.3.F-4 PRINCIPAL FRONTAGE AND SECONDARY FRONTAGE



Frontage Line: The common line that separates the Private Frontage from the Public Frontage, typically at the Front Lot or Building Site Line in cases where the entire Public Frontage is with the public right-of-way. See **Illustration 9.3.F-5 (Frontages and Lot or Building Site Lines).** On a Corner Lot or Building Site, there are two Frontage Lines.

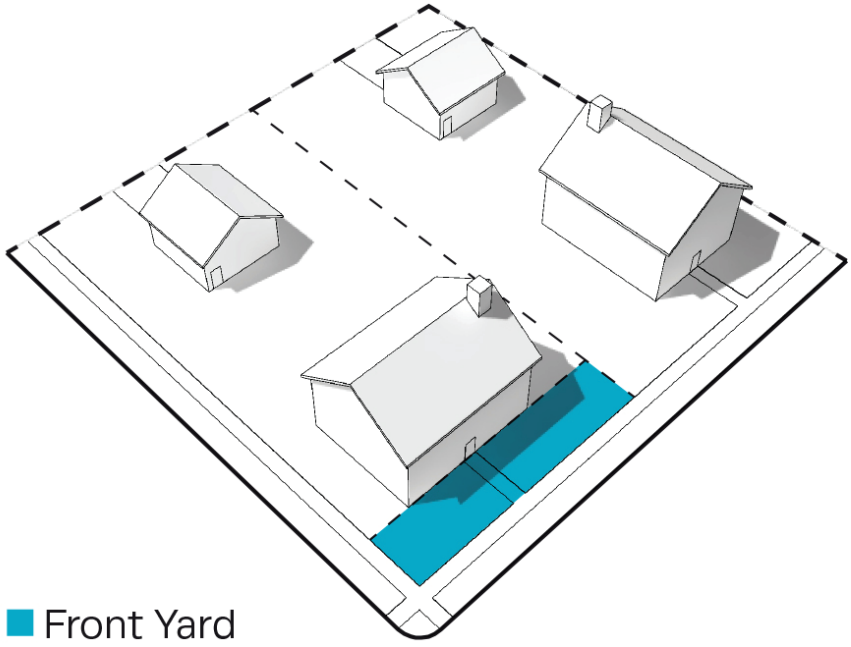
Front Lot or Building Site Line: The boundary at the front of a Lot or Building Site along the Thoroughfare right-of- way or Internal Drive. See **Illustration 9.3.F-5 (Frontages and Lot or Building Site Lines).**

ILLUSTRATION 9.3.F-5 FRONTAGES AND LOT OR BUILDING SITE LINES



Front Setback Area or Yard: A portion of a Lot or Building Site that is situated between (1) the nearest roofed portion of the Principal Building or of any Accessory Building on the Lot or Building Site and (2) the Front Lot or Building Site Line, extending the full width of the Lot or Building Site, from Side Lot or Building Site Line to Side Lot or Building Site Line. See **Illustration 9.3.F-6 (Front Yard)**. Sometimes referred to as "Street Yard".

ILLUSTRATION 9.3.F-6 FRONT (STREET) SETBACK AREA OR YARD



Full Value: With respect to a Nonconforming Structure or a Structure used for a Nonconforming Use, the Full Value of a Structure shall be determined by subtracting

(1) the estimated value of the foundation as provided by the owner's engineer and approved by the City Engineer from (2) the current assessed value of the Structure.

$$\text{Current Assessed Value of Structure} - \text{Estimated Value of Foundation} = \text{Full Value}$$

Functional Classification: The categorization of Thoroughfares and Internal Drives within the transportation element of Connect Columbia and the Access Management Ordinance which represents the progressive trade-off between access and movement within the regional transportation system. The rubric includes Principal Arterials, Minor Arterials, Collectors, Major Local Streets, and Minor Local Streets.

Funeral Services: A Use characterized by an establishment engaged in undertaking services such as preparing the human or animal dead for burial and arranging and managing funerals, including without limitation, Funeral Home, Mortuary, Cemetery, and Crematorium.

Future Land Use Character Area: The general classification of land identified in the future land use element of Connect Columbia, the comprehensive plan. The comprehensive plan indicates the community's preference for general land use categories and desirable intensity of development corresponding to each future land use character area. Connect Columbia also describes the typical aesthetic and material qualities which provide distinctive character to each area. Each future land use character area corresponds to one or more Character Areas or Special Districts as provided in Article 3. The use, bulk, and design standards of this ordinance, when applied to specific properties, implement the general future land use character area designations. The Planning Commission shall determine the pace of implementation through the process of zoning map amendments (rezoning) described in Article 8.

G.

Gallery: (1) With respect to the Frontage, the Private Frontage type conventional for Retail / Personal Service/ Repair / Art / Artisan Use, wherein the Facade is aligned close to the Frontage Line with an attached cantilevered shed or lightweight colonnade overlapping the Sidewalk (see **Table 4.3.7.A (Private Frontage Types)**; (2) with respect to the Use of premises or part thereof, the collection and/or exhibition, and often the sale, of works of art, photography, objects of permanent value, or artisan or cultural items.

Garage: An enclosed, detached Building, or an enclosed extension of a Principal Building, used for the storage of one or more motor vehicles on a Lot or Building Site as an Accessory Use, provided that no Business, occupation or service is conducted for profit therein.

Governmental Facility: Governmental Offices and storage and other facilities for the operation of local, state, or federal government. Examples are Courthouses, correctional facilities, jails, prisons, emergency services, paramedic, fire department, and law enforcement facilities, and post offices. Educational Facility, Maintenance Facility, Civic Spaces and Open Areas, solid or liquid waste transfer or composting and Utility Facilities are not Governmental Facilities.

Green: A type of Civic Space for unstructured recreation, spatially defined by landscaping rather than Buildings, described as such in **Table 5.3.3.A (Civic Space Types- Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards).**

Gross: As related to an area of land, that which is inclusive of all land uses, Thoroughfares, Internal Drives, and other public areas located within a development site.

Ground Floor Elevation: The distance between the top of the fronting Sidewalk and the top of the finished ground floor.

Group Assembly: Sub-category of the Commercial Use category, characterized by people congregating regularly for participation in or holding meetings, workshops, lectures, civic activities, religious services, performances, and other similar activities, including Buildings, facilities, and venues in which such functions and activities are held.

Group Care Home or Family Boarding Home: A Group Care Home or a Family Boarding Home, as those terms are defined under the Rules of the Tennessee Department of Children's Services Social Service Division, Chapter 0250-4-2, which is licensed by the State under 0250-4- 2-.01 of said Chapter.

Group Care Facility: Shared living quarters (without separate kitchen or bathroom facilities for each room or unit) for nine (9) or more persons with physical or mental impairments that substantially limit one or more of such person's major life activities, provided that such arrangements do not meet the definition of Household Living. A Group Care Facility is not a Group Home for Persons with Disabilities.

Group Day Care: Synonymous with Family Day Care.

Group Home for Persons with Disabilities: Any home in which eight (8) or fewer unrelated "persons with disabilities" as defined in TSA section 13-24-101 reside, which may include three (3) additional persons acting as support staff or guardians, who need not be related to each other or to any of the persons with disabilities residing in the home.

Group Living: Sub-category within the Residential Uses category, characterized by Residential occupancy of a Structure by a group of people, which does not meet the definition of Household Living. Tenancy is usually arranged

on a monthly or longer basis. Generally, Structures for Group Living have a common eating area for Residents, and the Residents may receive care, training, or treatment. Examples include but are not limited to Adult Care Home, Group Home for Persons with Disabilities, and Group Care Home or Family Boarding Home.

H.

Health Care Institution: Subcategory within the Institutional Use category, characterized by an establishment providing medical or surgical care to patients. Some uses may offer overnight care.

Nursing or medical schools not accessory to a Hospital (see Educational Facilities) and Urgent Care or Emergency Medical Clinic Offices (see Offices) are not Health Care Institutions.

Health Club: Premises that contain one or more of the following types of athletic facilities: swimming pool, racquetball courts, squash courts, exercise rooms, weight rooms, gymnasium or similar facilities available exclusively to members and their guests.

Heavy Industrial: The sub-category of Industrial Uses characterized by and collectively referring to factory production and industrial yards; research and development activities without light fabrication and assembly operations; limited industrial/manufacturing activities; Industrial Businesses, the sale of heavy equipment, Uses involving storage or use of highly flammable, toxic matter or explosive materials, or of Hazardous Materials; Uses that generate pollution, dust, odor, heat, glare, or vibration beyond the walls of such enclosed Building or any light or glare beyond the boundaries of the land on which the Building is situated; any activity or Use that (1) is detrimental to the environment, (2) poses any danger or hazard of fire or explosion or other physical hazard, (3) causes, disseminates, or discharges any material, dust, smoke, gas, fumes, odor, noise, vibration beyond the Lot or Building Site on which the Building is situated, (4) involves any Outside Storage, (5) results in any unusual traffic hazard or congestion, or (6) for which any water, air, or other environmental or pollution license or permit is required; as more specifically listed under such sub- category in **Table 4.3.9.1-A (Building, Lot, & Building Site Principal Use).**

Not included in this sub-category are animal waste processing (see Waste-Related Service); Repair and service of Motor Vehicles, motorcycles, Recreational Vehicles, boats, or light and medium trucks (see Vehicle Sales and Service); in-store sales, lease, or rental of consumer, household, or business goods (see Retail Sales and Service).

Height: (1) as related to a Structure other than a Tower, the vertical dimension of the Structure, described as applicable, (a) in number of Stories of the Structure or (b) by the distance between (i) the average Finished Grade, as measured at the outside corners of the Structure, and (ii) the highest point of such Structure on the roof surface; excluding in each case (i) Attics under 14 feet in height at their tallest point; (ii) raised Basements; and (iii) masts, belfries, clock towers, spires, steeples, chimneys, chimney flues, flagpoles, silos, water tanks, elevator or stair bulkheads, water tanks, cooling towers, Exempt Communications Towers, or parapet walls not more than four feet (4') high. See **Illustration 9.3.H-1 (Height- Building).**

ILLUSTRATION 9.3.H-1 HEIGHT - BUILDING



(2) as related to a Tower, the distance measured from ground level to the highest point on the Tower, even if said highest point is an Antenna.

Heritage Tree: A tree of any species listed under "Canopy Trees" in **Table 4.3.16.D-1 (Native Plants of the Tennessee Valley)** having with a trunk caliper of 24" or greater, measured 3 feet from the base of the trunk.

High School: Premises at which education is provided for students from Grade 9 through Grade 12.

Highway: A rural or suburban Thoroughfare or Internal Drive of high vehicular speed and capacity, described as such in **Table 5.3.3.F (Thoroughfare / Internal Drives Types – Summary) and Table 5.3.3.G (Thoroughfare / Internal Drive Assemblies and Standards).**

Historic District: A geographically definable area which possesses a significant individual Structure or a concentration, linkage or continuity of sites, Buildings, Structures, or objects which are united by past events or aesthetically by plan or physical development, which meets one (1) or more of the following criteria:

It is associated with an event which has made a significant contribution to local, state or national history;

It includes Structures associated with the lives of persons significant in local, state or national history;

It contains Structures or groups of Structures which embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction;

It has yielded or may be likely to yield archaeological information important in history or prehistory; or

It is listed in the National Register of Historic Places.

Historic Landmark: A property, Building, district, object, site, or Structure that has outstanding historical significance and is designated as such pursuant to this Ordinance.

Historic Property: The term used as a collective reference to designated Historic Structures, Historic Landmarks, and Historic Districts, together with properties therein identified as "contributing" or "pivotal" in a designated Historic District.

Historic Structure: Any Structure that is:

listed individually in the National Register of Historic Places maintained by the Department of the Interior or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historical district or a district preliminary determined by the Secretary to qualify as a registered Historic District;

individually listed on the state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or

individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs which have been certified either:

by an approved state program as determined by the Secretary of the Interior; or

directly by the Secretary of the Interior.

Home Occupation: Any gainful occupation conducted entirely within a Dwelling solely by the owners- or tenant-residents thereof as an Accessory Use, which does not change the character of the Structure as a Residence; There are two types of Home Occupations;

(1) Minor Home Occupations: gainful occupation conducted entirely within a Dwelling which does not generate traffic from employees, customers, clients, or deliveries and bears no external evidence of the accessory commercial use;
(2) Major Home Occupation: gainful occupation conducted on a residential property which
    a. generates some traffic from employees, customers, clients or deliveries;
    b. bears some external evidence of the accessory commercial use; or
    c. occurs within an accessory structure.

Home Occupations do not include: Clinics, Hospitals, Restaurants, Kennels, Auto Repair, or loading of ammunition.

Horticulture and Landscaping Services: Landscaping, tree, plant, lawn, and/or other landscape material installation, care, maintenance, and removal, and other similar services, together with associated equipment and machinery directed toward the care of trees, plants, or lawns.

Hospice: The provision of palliative care and emotional support to the terminally ill so that quality of life is maintained and family members may be active participants in care.

Hospital: Premises used for the diagnosis, medical treatment, or similar care of human ailments including without limitation: the term "Hospital" shall be deemed to include (1) psychiatric and substance abuse facilities, ambulatory care, outpatient services, diagnostic and treatment centers, Clinics, Rehabilitation Facilities, Medical Laboratories, Hospices, teaching facilities, and meeting areas associated with and on the same premises as the Hospital, and (2) Accessory Uses such as dining and housing for patients' Families and guests, staff members, nurses, interns, resident physicians and their immediate families, and maintenance, service and parking facilities. The term "Hospital" shall not be deemed to include (3) Offices of doctors, dentists, chiropractors, or nurse practitioners, sanitariums, Nursing Homes, Long Term premises used for the diagnosis, medical treatment, or similar care of human ailments including without limitation: the term "Hospital" shall be deemed to include (1) psychiatric and

substance abuse facilities, ambulatory care, outpatient services, diagnostic and treatment centers, Clinics, Rehabilitation Facilities, Medical Laboratories, Hospices, teaching facilities, and meeting areas associated with and on the same premises as the Hospital, and (2) Accessory Uses such as dining and housing for patients' Families and guests, staff members, nurses, interns, resident physicians and their immediate families, and maintenance, service and parking facilities. The term "Hospital" shall not be deemed to include (3) Offices of doctors, dentists, chiropractors, or nurse practitioners, sanitariums, Nursing Homes, Long Term Care Facilities, Rehabilitation Facilities, psychiatric and substance abuse facilities, ambulatory care, outpatient services, diagnostic and treatment centers, Clinics, Rehabilitation Facilities, Medical Laboratories, Hospices, teaching facilities, or meeting areas not associated with and on the same premises as the Hospital, or (2) Accessory Uses such as dining and housing for patients' families and guests, staff members, nurses, interns, resident physicians and their immediate families, and maintenance, service and parking facilities not on the same premises and associated with Hospital.

Hostel: An establishment that provides inexpensive food and lodging for a specific group of people, such as students, workers, or travelers.

Hotel: A Business that offers to Transients, on a daily or weekly basis for compensation, sleeping accommodations accessible from interior hallways, whether or not such Business also includes dining facilities. Not synonymous with Motel, motor court, tourist court, auto court, motor lodge, or similar facilities. Neither a Hotel nor a room therein is a Short-Term Rental Unit.

House: A Building Type that was designed as a Single- Family Detached Dwelling on a medium or large Lot or Building Site with an Edgeyard, often shared with an Accessory Building in the rear, described as such in **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Household Living: The sub-Category of Uses designated as such in **Table 4.3.9.1-A (Building, Lot, & Building Site Principal Uses)**, characterized by permanent, non- Transient Residential activities that involve the occupancy of a Residential Dwelling Unit. A Short-Term Rental Unit is not a Household Living Use.

House Trailer: Any Trailer designed to be used for living purposes with its wheels, roller or skids in place.

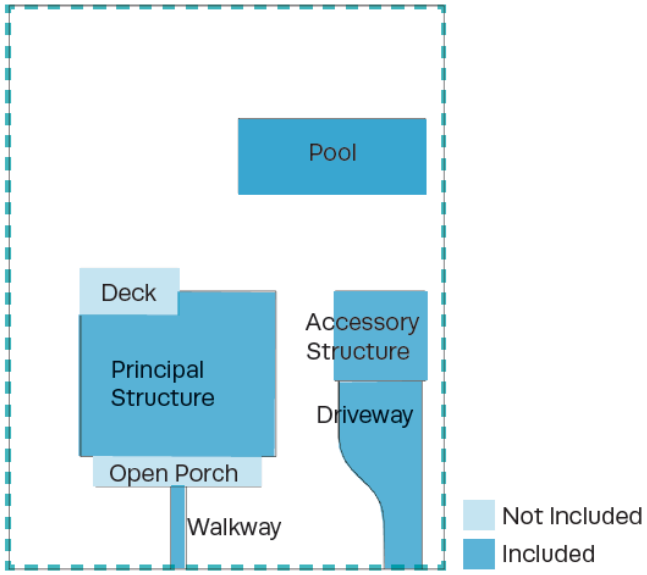
I.

Ice Cream Truck: Are motorized vehicles from which the operator vends only pre-packaged frozen dairy or frozen water-based food products. Service is often from the Right-of-Way.

Identification Sign: A Sign that directs attention to a Business, profession, or Building with Multi-Family Residential Dwelling Units, which is conducted upon the same Lot, Building Site, or Development Site where such Sign is located.

Impervious Surface Coverage: That portion of a Lot, Building Site, or Development site, as applicable, covered with Buildings, asphalt, or concrete paving or hard-packed, prepared, graveled surfaces that prevent or restrict absorption of rain or surface water into the ground. If a Lot, Building Site, or Development site, as applicable, is located in more than one District, the Impervious Surface Coverage shall be separately computed for each District and no Impervious Surface Coverage may be transferred between Districts. See **Illustration 9.3.I-1 Impervious Surface Coverage.**

ILLUSTRATION 9.3.I-1 IMPERVIOUS SURFACE COVERAGE



Impound Yard: A facility that provides temporary outdoor storage for: (1) mechanically operable/drivable, licensed vehicles that are to be claimed by titleholders or their agents; and/or (2) wrecked motor vehicles awaiting insurance adjustments and transport to repair shops. This term excludes: Scrap and Salvage Yards / Services; Junkyard; Towing Facilities; Motor Vehicle Storage; or accessory storage of inoperable vehicles.

Improvement: Any man-made change of land, a Lot, a Building Site, or Development site, or a change to or creation of a Structure.

Independent Living Apartment: A multiple Dwelling Unit accommodation that provides Residential quarters for Persons over a specified age who do not require skilled nursing care, health care, or assistance with daily activities, such as assistance with eating, dressing, ambulation, medication, bathing, or toileting.

Indoor Recreation: Use characterized by generally Commercial, for-profit Uses, varying in size, providing daily or regularly scheduled entertainment-oriented activities in an indoor setting, including without limitation bowling

alley, game arcade, pool hall, skating rink, gymnastic facility, indoor sports academy, Indoor firing range, membership club or lodge, and movie or other theater, but excluding Adult-Oriented Entertainment, Bar, Tavern, Nightclub, athletic, tennis, swim or Health Club (see Retail Sales and Service) and outdoor entertainment (see Outdoor Recreation).

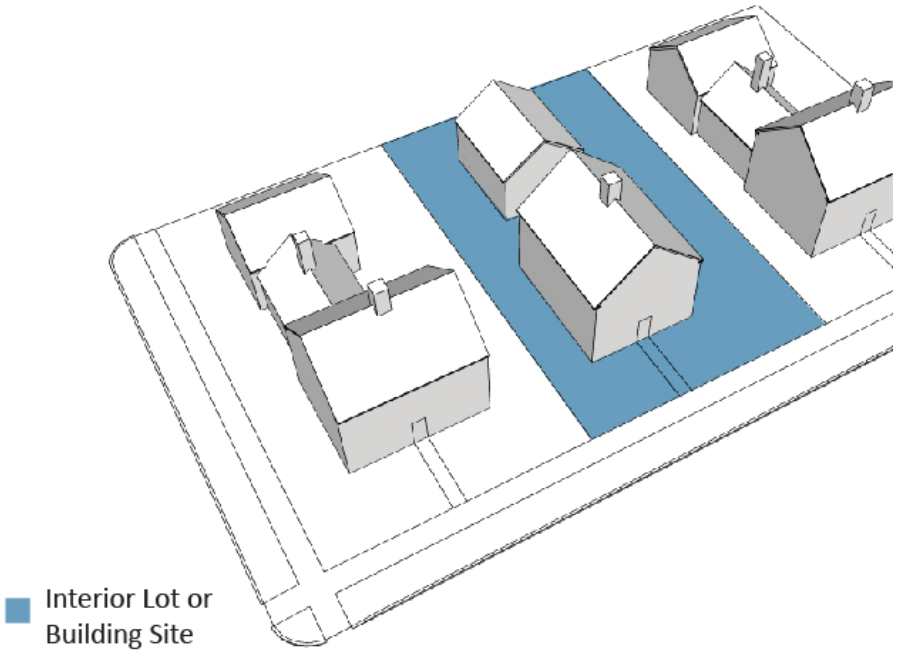
Industrial Uses: (1) a Use category characterized by manufacturing, re-manufacturing, processing, fabricating, creating, producing, packaging, converting, altering, assembling, handling, storing, stockpiling, sorting, recycling, treating, disposing of, wholesaling, warehousing, and distributing materials, products, or information, research and development, trucking, shipping, and transportation Business, repairing and maintaining commercial machinery or equipment, and waste management; (2) Industrial Uses is the Use category, which is a collective reference to Uses in the following Use sub-Categories, as listed 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 (Temporary Uses**): Heavy Industrial, Light Industrial, Warehouse and Freight Movement, and Waste-Related Service.

Information Services: Enterprises and organizations whose purpose is to produce and process information and to develop the infrastructure and delivery mechanisms to distribute information.

Inn: An owner-occupied Lodging Use, offering 6 to 12 bedrooms, which may serve breakfast to guests. See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses).** Neither a Bed and Breakfast nor a Short-Term Rental Unit is an Inn.

Interior Lot or Building Site: A Lot or Building Site type other than a Corner Lot or Building Site. See **Illustration 9.3.I-2 (Interior Lot or Building Site).**

ILLUSTRATION 9.3.I-2 INTERIOR LOT OR BUILDING SITE



K.

Kennel: Any place where dogs, cats and/or other animals are kept for boarding, breeding, grooming, or training for compensation excluding any otherwise conforming or lawfully nonconforming agricultural use. A Kennel may not be a Home Occupation.

Kindergarten: Premises accommodating a program that prepares children for first grade.

Knee Wall: As used in the Façade standards of this Ordinance, a low-wall that is incorporated into the Façade of a building beginning at grade and extending upward at least twelve (12) inches but not more than twenty-four (24) inches. Glazing is typically located above the Knee Wall.

Internal Drive: A curbed pedestrian and vehicular access way, for commercial and industrial land uses within a Lot, Building Site, or Development Parcel that connects to a Thoroughfare or another Internal Drive, and provides access and circulation to or through such Lot, Building Site, or Development Parcel and the Building(s) and Parking accommodations thereon. An Internal Drive is required to meet the Thoroughfare and Internal Drive assemblies and standards for the applicable District.

Inverted Crown: Surface shaping of an Alley, Thoroughfare, or Internal Drive having the low point in the middle, causing surface runoff to flow down the center.

Junk Vehicle: A vehicle which does not lawfully display a current license plate and which is partially dismantled or wrecked, or cannot operate under its own power.

Junkyard: Any land or Structure or part thereof used for the collection, storage or sale of wastepaper, rags, scrap metal or other scrap or discarded material or for the collecting, dismantling, storage or salvage of machinery or vehicles not in running condition or for the sale of the parts thereof.

L.

Laboratory: A place where scientific studies are conducted, including testing, research, or analysis of a medical, chemical, physical, biological, mechanical, or electronic nature.

Landholder: The legal or beneficial owner or owners of all the land proposed to be included in a Planned Unit Development. The holder of an option or contract to purchase, a lessee having a remaining term of not less than 50 years in duration, or other person having an enforceable proprietary interest may be considered a "landholder" for the purpose of this Ordinance.

Landscaping: (1) live materials such as grass, ground cover, shrubs, vines, hedges and trees, or durable natural material such as crushed stone, wood chips, rock and weathered wood; or (2) the activity of installing or maintaining such materials.

Land Use Plans: As defined in Section 8.5.20.A.

Large Multi-Family Building: Principal Building type that incorporates seven (7) or more side-by-side and/ or horizontally stacked Dwelling Units, typically with one or more shared entries. See **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Large Projecting Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Laundromat: An establishment with machines for the washing and drying of clothes and garments.

Layer: A range of depth of a Lot or Building Site within which certain elements are permitted. There are three Layers within each Lot or Building Site, as follows:

First Layer: that portion of a Lot or Building Site bounded by

the Side Lot or Building Site Lines,

the Frontage Line, and

the Facade of the Principal Structure, or, on a Secondary Frontage, a Building Elevation.

Second Layer: that portion of a Lot or Building Site directly behind the First Layer and extending twenty (20) feet into the lot parallel to the Principal Frontage.

that Third Layer: that portion of a Lot or Building Site that is not within the First and Second Layer and is least visible from the Thoroughfare.

ILLUSTRATION 9.3.L-5 LAYERS



Library: A Building or part thereof containing collections of books, periodicals, and/or other media for Persons to read, borrow, or refer to.

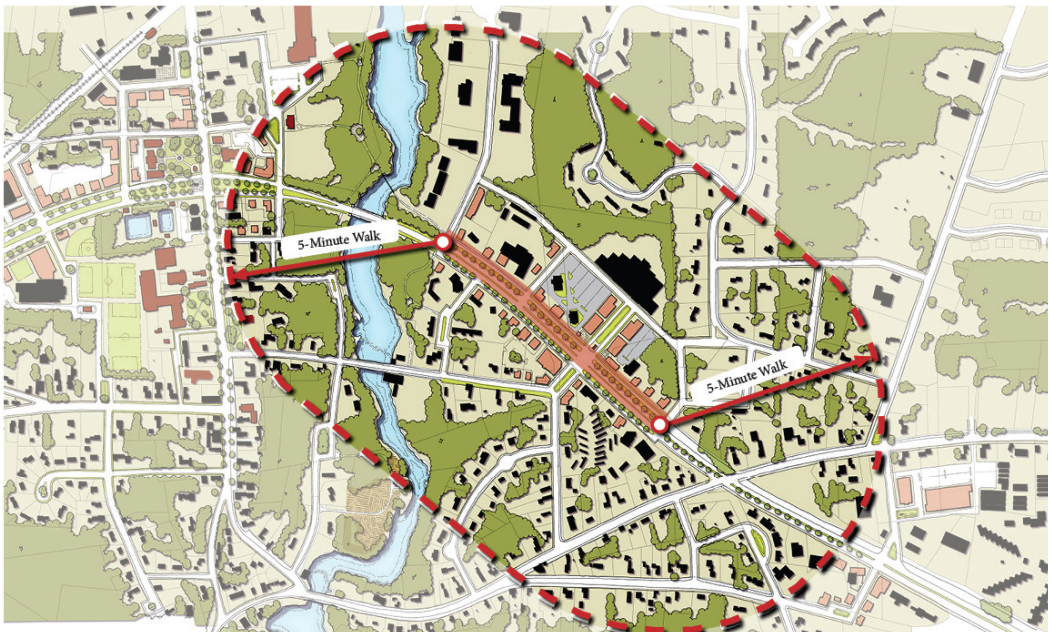
Light Industrial: the sub-category of the Industrial Uses Category characterized by and collectively referring to fabrication, creation, processing, production, packaging, converting, altering, assembling, handling, storage, treatment, distribution, disposal, creation, assemblage, processing, or production, and/or treating, designing, fitting, compounding, repairing, assembling, testing, storing, warehousing, selling at wholesale, distributing or transferring, and/or repair, of or from natural, man- made, products or other goods, raw, secondary, partially completed or completed materials, components, products, by-products, goods, materials, or information, and wholesaling of industrial, Business, or consumer machinery, equipment, which activity is:

conducted solely within an enclosed Building,
is not detrimental to the environment; does not pose any danger or hazard of fire or explosion or other physical hazard;
does not generate, cause, disseminate, or discharge any pollution, material, dust, smoke, gas, fumes, odor, noise, heat, light, glare, or vibration beyond the Building Site on which the Building is situated;
does not involve any Outside Storage;
will not result in any unusual traffic hazard or congestion;
does not require any water, air, or other environmental or pollution license or permit is required; and
does not involve storage or use of highly flammable, toxic matter or explosive materials, or of Hazardous Materials;
Not included in the Light Industrial Uses sub-category are:
Heavy Industrial Uses;
Manufacture and production of goods from composting organic material (see Waste-Related Service);
Outdoor storage yard (see Warehousing and Freight Movement);
Sale or rental of machinery, equipment, heavy trucks, building materials, special trade tools, welding supplies, machine parts, electrical supplies, janitorial supplies, restaurant equipment, and store fixtures (see Wholesale Sales); or
Small-scale catering establishments (see Restaurants).
See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses).**

Lightwell: A Private Frontage type that is a below-grade entrance or recess designed to allow light into basements. See **Table 4.3.7.A (Private Frontage Types).**

Linear Pedestrian Shed: A Pedestrian Shed that is elongated along an important Corridor. A Linear Pedestrian Shed extends approximately 1/4 mile from each side of the Corridor. The resulting area is oblong. See **Illustration 9.3.L-1 (Linear Pedestrian Shed).**

ILLUSTRATION 9.3.L-1 LINEAR PEDESTRIAN SHED



Liner Building: A Building that is a least 20 feet deep measured from the Façade, which masks a Parking Area, Parking Lot, or a Parking Structure from the Frontage. See **Illustration 9.3.L-2 (Liner Building).**

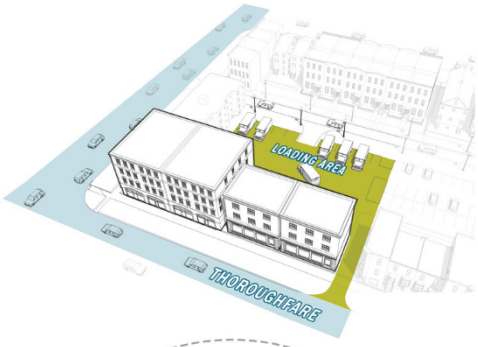
ILLUSTRATION 9.3.L-2 LINER BUILDING

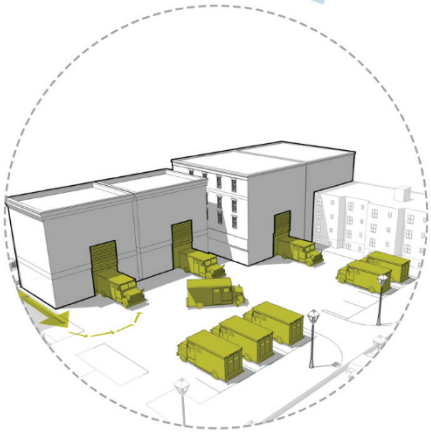
Live / Work Building: A small- to medium-sized attached or detached Principal Building type, which includes a flexible space for Commercial Use and an internally connected Residential Dwelling Unit above and/or behind the flexible space. See **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Living Room: A room designed for general living purposes in a Dwelling Unit. Every Dwelling Unit shall be deemed to have a Living Room.

Loading Area: An area on a Lot or rear Building Site with a Building or along the Thoroughfare or Internal Drive Abutting such Lot or rear Building Site, used for temporary parking of Commercial vehicles while loading or unloading goods. See **Illustration 9.3.L-3 (Loading Area).**

ILLUSTRATION 9.3.L-3 LOADING AREA





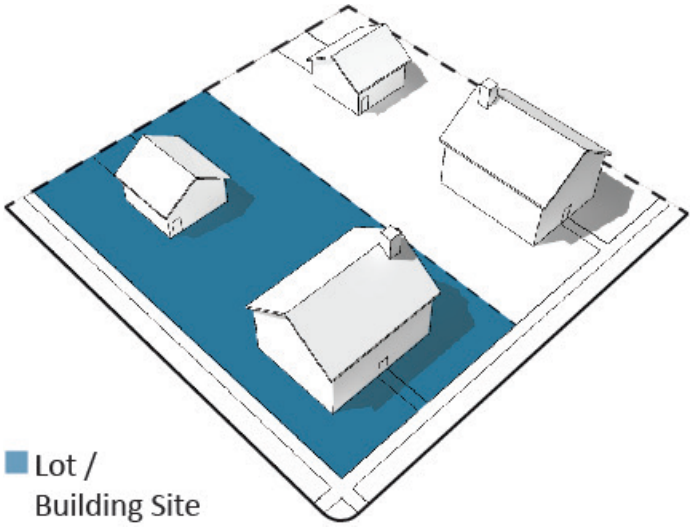
Loading Space: A space within a Loading Area that meets the design and dimensional requirements of Section 4.3.14.

Long Term Care Facility: Premises at which living accommodations, bed care, boarding, in-patient service, and/or nursing or other medical care are provided for aged, infirm, disabled persons, persons or who are afflicted with or convalescing from any disease or ailment, or other persons requiring regular medical attention.

Long Term Care Facility does not include Rehabilitation Centers, Assisted Living Apartments, or facilities that provide surgical or emergency medical services, care for alcoholism, drug addiction, substance abuse, mental disease other than dementia, or communicable disease.

Lot: A parcel, plot, tract, or piece of land identified on and established by plat, subdivision, or as otherwise permitted by law, and recorded in the official records of the Maury County Register of Deeds, to be separately owned, used, Developed, or built on. See **Illustration 9.3.L-4 (Lot / Building Site).** See also "Building Site", "Lot or Building Site of Record" and "Zoning Lot or Building Site".

ILLUSTRATION 9.3.L-4 LOT / BUILDING SITE

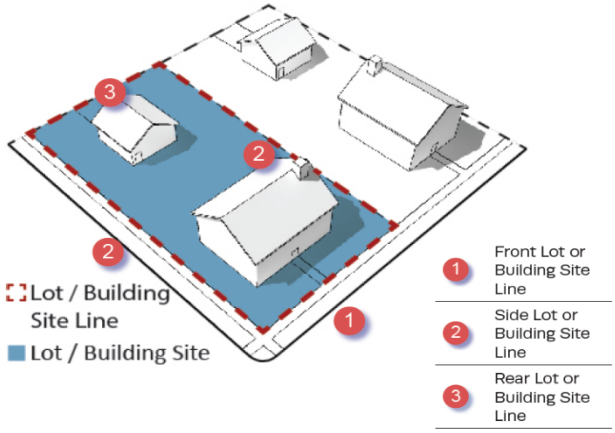


Lot or Building Site Area: The total horizontal area included within the Lot or Building Site Lines.

Lot or Building Site Depth: The shortest horizontal distance between the Front Lot or Building Site Line and Rear Lot or Building Site Line of a Lot or Building Site.

Lot or Building Site Line: Any boundary line of a Lot or Building Site. See **Illustration 9.3.L-6 (Lot or Building Site Line).**

ILLUSTRATION 9.3.L-6 LOT OR BUILDING SITE LINE

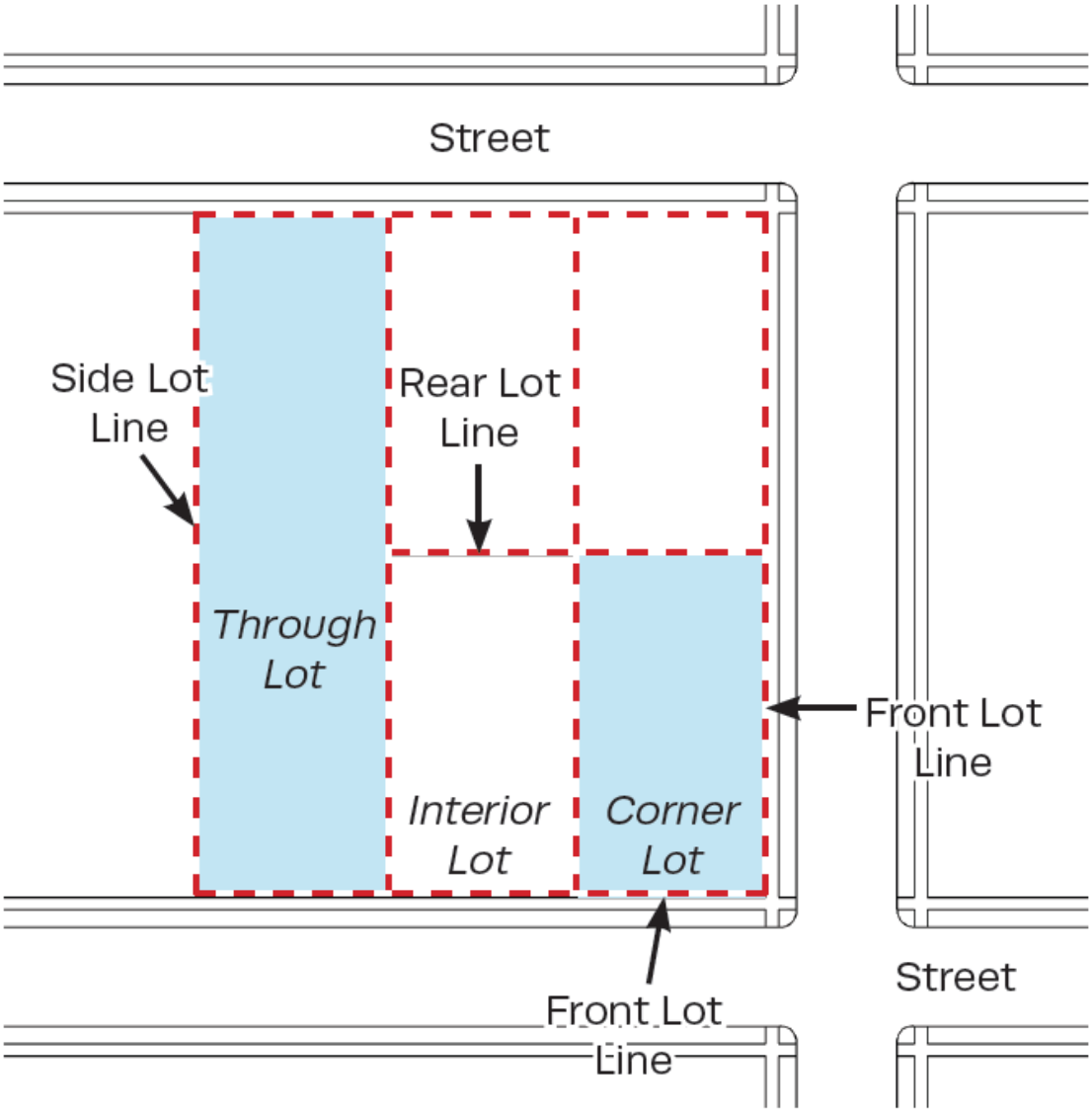


Lot or Building Site Width: The length of the Principal Frontage Line of a Lot or Building Site.

Lot or Building Site of Record: A Lot or Building Site, as applicable, which is part of a subdivision or other plat recorded in the office of the Maury County Register of Deeds, or a Lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot or Building Site Type: The classification of a Lot or Building Site, as shown in the following diagram:

ILLUSTRATION 9.3.L-7 LOT OR BUILDING SITE TYPES



M.

Machine Shop: Premises at which mechanical items are made or repaired using machinery or equipment.

Main Civic Space: The primary outdoor gathering place within a Development Parcel. The Main Civic Space may be associated with an important Civic Building.

Manufactured Home: A detached one family dwelling constructed as a single self-contained unit and mounted on a single chassis transportable after fabrication on its own wheels or detachable wheels with all the following characteristics as prescribed in Section 68-126-202, (4), (6) and (7) of TCA:

Designed for long term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower bath, and kitchen facilities with plumbing and electrical connections provided for attachment to outside systems.

Arriving at the site where it is to be occupied as a dwelling complete, including major appliances and furniture, and ready for occupancy except for minor and incidental unpacking and assembly operations, location of foundation supports, connections to utilities and the like.

Manufactured Home dwellings do not include camping Trailers, commercial mobile Structures, motor homes, recreational vehicles, travel Trailers, truck campers or similar units designed to provide temporary living quarters.

Manufactured Home- Class A: A Structure manufactured before June 15, 1976, that is not constructed in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974, as amended (42 U.S.C. § 5401 et seq.). It is a Structure that is transportable in one or more sections that in the traveling mode is eight body-feet or more in width and 40 body-feet or more in length, or, when erected on site, is 320 or more square feet and that is built on a chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes any associated plumbing, heating, air conditioning and electrical systems.

Manufactured Home Park or Subdivision: An area, tract, site, or parcel (or contiguous parcels) of land divided into two or more Manufactured Home Sites for rent or sale and associated Lots or Building Sites and Buildings necessary to support the Residential occupancy of Manufactured Homes.

Manufactured Home Sales: A subcategory of the Commercial Use category, characterized by the offer for sale or lease and the sale or lease of Manufactured Homes.

Manufactured Home Site: A designated area within a Manufactured Home Park for the exclusive use of the occupants of a single home.

Manufactured Home Stand: That part of an individual Manufactured Home Site which has been reserved for the placement of the Manufactured Home.

Marina: Any of the following: (1) lock harbor facility; (2) any facility which provides fueling, pump-out, maintenance or repair services; or (3) any facility which has permanent docking space for three (3) or more Boat Slips (4) any water area with a Structure that is used for docking or otherwise mooring Vessels and constructed to provide temporary or permanent docking space for more than ten Vessels; or (5) a dry stack facility.

Marquee Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Massage Studio: An establishment at which manual manipulation of muscle, connective tissue, tendons, and/or ligaments is provided to enhance a Person's health and well-being.

Massing: The overall shape or arrangement of the Bulk or volume of a Building.

Medical Office / Medical Clinic / Outpatient Clinic / Dental Office: An Office or other premises for the private practice of health care or dental professionals licensed by the State, wherein a majority of patient encounters involve examination, diagnose is, treatment, or surgical procedures on an outpatient basis not extending beyond a 24-hour period.

Medical Laboratory: A facility where testing or observation of clinical specimens from which information about the health of a patient can be obtained in order to provide diagnosis, treatment, and/or prevention of disease.

Meeting Hall: A Building that provides accommodations as a Place of Assembly.

Middle: As used in the Façade standards of this Ordinance, all of the Façade which is visually defined by the Base and Cap of the building.

Middle School: Premises at which Education is provided for children from Grade 5 through Grade 8.

Mid-Rise Building: an attached or detached Principal Building Type of 4 Stories, which may provide a vertical and/or horizontal mix of Uses, typically designed to facilitate pedestrian-oriented Retail / Personal Service/ Repair / Art / Artisan, Accommodation / Lodging, or Office Uses on the ground floor, with upper floors typically designed for Residential or Office Uses. See **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Mixed Use: Multiple Uses within the same Building or on the same Lot or Building Site through superimposition or Adjacency, or in multiple Buildings or on multiple Lots or Building Sites by Adjacency or proximity.

Mixed-Use Building: A typically attached Principal Building Type, 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. See **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Mobile Vending: Any temporary activity which includes preparation, assembly, or display of items with the intent to sell such items to the general public (excluding produce stands).

Mobile Vending Apparatus: Any vehicle, trailer, cart, table, tent or other equipment utilized for Mobile Vending.

Monument Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-1 (Sign Types - Specific Standards).**

Motel: An establishment where short-term Accommodation / Lodging in guest rooms is offered for compensation and one or more rooms are accessed by exterior doors opening directly to exterior Parking accommodations, passageways, or the outdoors. Neither a Hotel, Extended Stay Hotel, or unit therein, nor a Short- Term Rental Unit is a Motel.

Motor Vehicle: Every vehicle that is self-propelled by a motor, which can be licensed and registered to be driven on public streets, roads or rights-of-ways, and every vehicle that is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

Examples are passenger vehicles, trucks, motorcycles and other consumer motor vehicles, and motorized Recreational Vehicles.

This term does not include Boats or other watercraft, non-motorized Recreational Vehicles, Manufactured Homes, or Farm and Construction Equipment.

Motor Vehicle Body Shop: Premises or a portion of premises used for the adjustment, painting, replacement of parts, or body repair of Motor Vehicles.

Motor Vehicle Maintenance, Repair, Fuel Sales, Service, or Cleaning: A Structure, premises, or establishment in or on which Motor Vehicles are maintained, repaired, serviced, re-fueled, and/or cleaned, including without limitation, incidental storage for fewer than sixty (60) days of Motor Vehicles that are being maintained, repaired, serviced, and/or cleaned.

Examples are car wash, full vehicle service including alignment shop, auto upholstery shop, towing service, limited vehicle service including auto detailing, auto repair, battery sales and installation, fuel sales, quick lubrication facilities, and tire services.

This term does not include Parking Lots, Parking Structures, Motor Vehicle Storage, Motor Vehicle Body Shop, Motor Vehicle Parts Sales, or Convenience Store with Gasoline Sales (see Retail Sales and Service).

Motor Vehicle Parts Sales: A Structure, premises, or establishment in, from, or on which Motor Vehicle parts other than tires are sold, either at Retail or Wholesale.

Motor Vehicle - Related Sales and Service: Motor Vehicle Body Shop, Motor Vehicle Maintenance, Repair, Service, Fuel Sales, or Cleaning, Motor Vehicle Parts Sales, Motor Vehicle Sales, Rental, or Leasing, and Motor Vehicle Storage.

Motor Vehicle - Related Uses: The term collectively referring to Motor Vehicle Body Shop, Motor Vehicle Maintenance, Repair, Fuel Sales, Service, or Cleaning, Motor Vehicle Parts Sales, Motor Vehicle Sales, Rental, or Leasing, and Motor Vehicle Storage. See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses).**

Motor Vehicle Sales, Rental, or Leasing: A Structure, premises, or establishment in or on which Motor Vehicles are sold, rented, leased, or chartered, including incidental storage, maintenance, and servicing as an Accessory Use.

Motor Vehicle Storage: Long- or short-term storage of operating Motor Vehicles. This term excludes Parking Lots, Parking Structures, Impound Yards, Towing Facilities, and any dismantling, Scrap and Salvage Yards/Service, or Junkyards.

Multi-Family Building: A Large Multi-Family Building or a Small Multi-Family Building. See **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Multi-Family Dwelling: A Building containing three (3) or more Dwelling Units, including without limitation Residential condominiums, cooperatives, Independent Living Apartments and other Apartments, Large Multi-Family Buildings, and Small Multi-Family Buildings.

Museum: A Use characterized by the display, preservation, collection, curation, and/or exhibit of objects of community and cultural interest in one or more of the arts and sciences.

N.

Neighborhood Street: The Thoroughfare or Internal Drive type described as such in **Table 5.3.3.F (Thoroughfare/ Internal Drives Types – Summary)** and **Table 5.3.3.G (Thoroughfare / Internal Drive Assemblies and Standards).**

Neon Tube Illuminated Sign: A Sign with a light source supplied by a neon tube, which is bent to form letters, symbols or other shapes.

Net Site Area: All developable land within a site including Thoroughfares and Internal Drives, but excluding land allocated as Civic Space or Civic District.

Nightclub: An establishment for nighttime entertainment, typically serving Alcoholic Beverages for consumption on site and offering music, dancing, or other entertainment. Adult-Oriented Entertainment is excluded from the term "Nightclub".

Non-Banking Financial Institution: A Financial Institution that is not regulated by the Federal Deposit Insurance Corporation (FDIC) and is governed by T.C.A Title 45 Chapters 15, 17, and 18, including without limitation, Pawn Shops, title loan lenders, cash advance Lenders, and check cashing establishments and other Short-Term Lenders.

Nonconforming Improvement: Any Improvement, or part thereof, that legally existed at the Effective Date of this Ordinance or any amendment of this Ordinance or the Zoning Map affecting such Improvement, but upon such Effective Date does not conform to this Ordinance;

Nonconforming Lot or Building Site: Any Lot or Building Site, or part thereof, that legally existed at the Effective Date of this Ordinance or any amendment of this Ordinance or the Zoning Map affecting such Lot or Building Site, but upon such Effective Date does not conform to this Ordinance.

Nonconforming Sign: A Sign that legally existed at the Effective Date of this Ordinance or any amendment of this Ordinance or the Zoning Map affecting such Sign but upon such Effective Date does not conform to this Ordinance.

Nonconforming Structure: A Structure that legally existed at the Effective Date of this Ordinance or any amendment of this Ordinance or the Zoning Map affecting such Structure, but upon such Effective Date does not conform to this Ordinance.

Nonconforming Use: Any Use of land, of a Structure, or of an Improvement, or part thereof, that legally existed at the Effective Date of this Ordinance or any amendment of this Ordinance or the Zoning Map affecting such Use, but upon such Effective Date does not conform to this Ordinance.

Nonconformity: A Nonconforming Lot or Building Site, Nonconforming Structure, Nonconforming Sign, Nonconforming Improvement, or Nonconforming Use.

Non-Hazardous Waste Treatment or Disposal: Facilities for receiving, sorting, treatment, or disposal of nonhazardous solid waste, including waste transfer stations, compost dumps, and combustors, incinerators, and cogeneration plants, and the collection and hauling of nonhazardous waste incidental to the treatment or disposal operations.

Non-Motor Vehicle or –Boat Body Shop Maintenance/ Cleaning / Repair / Service: A Structure, premises, or establishment in or on which goods other than Motor Vehicles or Boats are maintained, repaired, serviced, and/ or cleaned. This term does not include Parking or Outdoor Storage.

Non-Motor Vehicle or –Boat Rental / Leasing: A Structure, premises, or establishment in or on which goods other than Motor Vehicles or Boats are rented or leased. This term does not include Parking or Outdoor Storage.

Non-Profit Office: Premises available for any function of a not-for-profit organization.

Nursery School: See "Pre-School".

O.

Occupancy: The Principal Use of a Lot, Building Site, or Structure for the performance of a function or operation by a Person.

Office Uses: (1) a Use category characterized by premises available for the transaction of Commercial, governmental, professional, medical, dental, not-for profit, or financial services, but excluding Retail / Personal Service / Repair/ Art / Artisan Uses, Light Industrial Uses, and Heavy Industrial Uses; or (2) Office Uses is the Use category, which is a collective reference to Uses in the following Use sub-Categories, as listed in **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses) 4.3.9.A-2 (Building, Lot & Building Site Accessory Uses),** and **Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses):**

Business / Government / Non-Profit Offices (excluding Civic Uses), Medical / Dental Offices, Professional Offices, and Other Offices Not Listed;

Office Building: A Building in which space is made available for Office Use. Office Building is not a Building Type.

Office Front: A Private Frontage type wherein the Facade is aligned close to or at the Frontage Line with the Building entrance at or above Sidewalk grade. This type is conventional for Office Use. It may have a substantial glazing on the Facade. See **Table 4.3.7.A (Private Frontage Types).**

Off-Premises Sign: A Sign the owner or lessee of which is not the owner or lessee of the premises on which such Sign is located.

Open Air Market: A Farmer's Market, a Roadside Stand, or an Outdoor Market.

Open Space: Use characterized by large expanses of land.

Ordinance or Zoning Ordinance: This City of Columbia, Tennessee Zoning Ordinance, as the same may be amended and in effect from time to time.

Ordinary Maintenance and Repair: (1) keeping a Lot or Building Site , parcel, or Structure in good condition through ongoing minor intervention, undertaken from time to time, in a manner that does not change its external appearance except through the elimination of the usual and expected effects of weathering; (2) strengthening or restoring any portion of a Structure or Improvement to a safe condition, provided no material enlargement results; (3) repairing or replacing interior walls, fixtures, wiring or plumbing; or (4) repaving Driveways, private Thoroughfares, Internal Drives, and Parking and loading accommodations, (5) replacing exterior windows and siding, and (6) painting exterior Structures and fixtures. Ordinary Maintenance and Repair does not constitute Development, Construction or building for the purposes of this Ordinance.

Outbuilding: Synonymous with "Accessory Building".

Outdoor Display Case: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Outdoor Market: An open-air area, without or without a Structure, used for the Retail sale of goods other than fresh fruits, vegetables, nuts, grains, eggs, flowers, herbs, or plants.

Outdoor Recreation: Commercial uses, varying in size, providing daily or regularly scheduled recreation or entertainment-oriented activities. Such activities may take place outdoors or within a Structure.

Athletic, tennis, swim, or Health Club (see Retail Sales and Service), botanical garden, nature preserve (see Parks and Open Areas), and Indoor Recreational Facility (see Indoor Recreation) are excluded from Outdoor Recreation.

Outdoor Storage: One or more assemblages, collections, stacks, or stockpiles of vehicles, equipment, goods, materials, tanks, or other items in any area other than within a Building, including without limitation, parked operative or non-operative vehicles or equipment.

P.

Parcel Services: Providing for-profit package and message routing, distribution, and delivery services.

Park: As a noun, a Civic Space type that is a natural preserve available for unstructured recreation, described as such in **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards**); as a verb, to stop and disengage a Motor Vehicle and leave it unoccupied.

Parking: (1) an accommodation designed for the of stopping and disengagement of a Motor Vehicle and leaving it unoccupied; or (2) the act of stopping and disengaging a Motor Vehicle and leaving it unoccupied.

Parking Area: An off-street, ground-level open area within a Lot or Building Site for Parking vehicles as an Accessory Use incidental to a Principal Use of a Lot or Building Site or a Principal Building on a Lot or Building Site. Not synonymous with Parking Lot.

Parking Lot: An off-street, ground-level open area within a Lot or Building Site for Parking vehicles as a Principal Use for which a fee may or may not be charged. Not synonymous with Parking Area. Parking Lot does not include Bus barn (see Warehouse and Freight Movement) or sale or servicing of vehicles (see Vehicle Sales and Service).

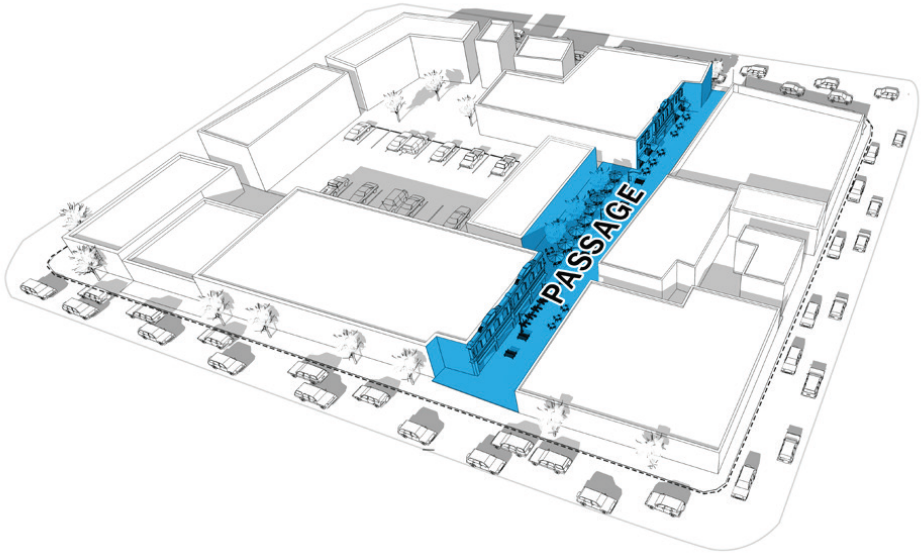
Parking Space: An area required or provided for Parking a vehicle, meeting the requirements of Section 4.3.12.

Parking Structure: A vertical or vertical and subterranean Improvement other than a Garage, containing one or more levels of vehicular Parking above grade. A Parking Structure may not be used for Motor Vehicle Body Shop, Maintenance Repair, Service or Cleaning.

Party Wall: A Wall on an Interior Lot or Building Site Line, used or adopted for joint service between two or more Buildings; such walls shall fully comply with fire and all other provisions and standards established for such walls in the Standard Building Code.

Passage (PS): A pedestrian connector, open or roofed, that passes between Buildings to provide shortcuts through long Blocks and connect rear parking areas to Frontages. See **Illustration 9.3.P-1 (Passage)**.

ILLUSTRATION 9.3.P-1 PASSAGE



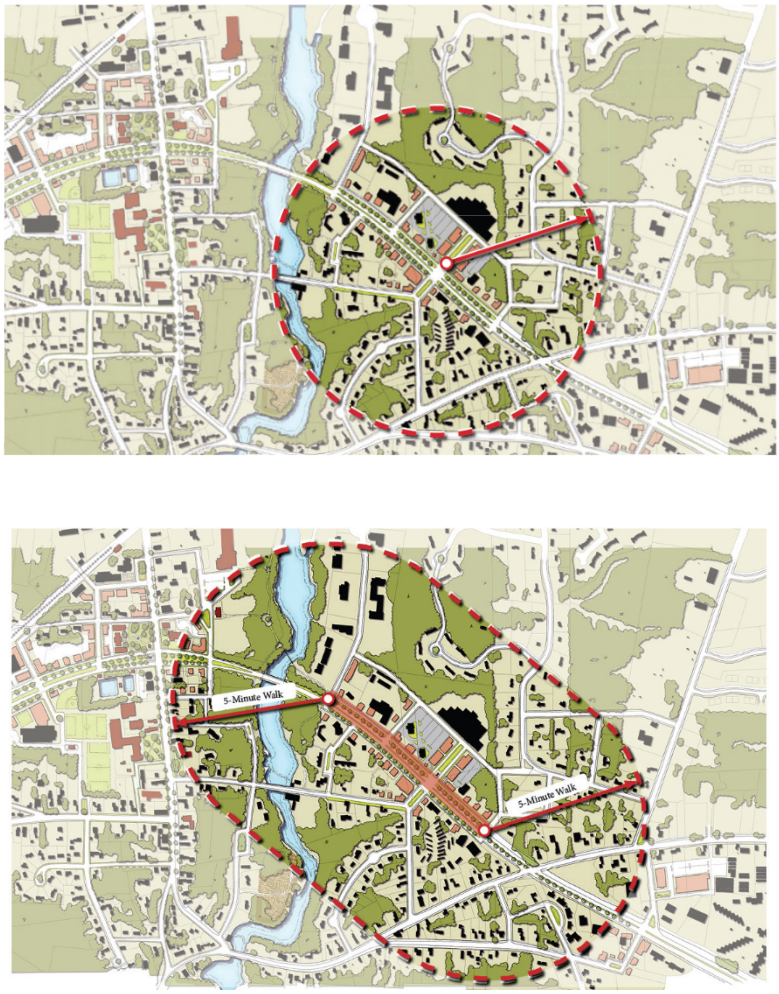
Passive Recreation: Outdoor recreational activities, such as nature observation, hiking, and canoeing or kayaking, which require a minimum of facilities or Development and which have minimal environmental impact on the recreational site.

Path (PT): A pedestrian way traversing an open greenspace with a minimum area of 5,000 square feet, with landscape matching contiguous Civic Space, connecting directly with the Sidewalk network.

Pawnshop: A Business that lends money based upon the security of pledged goods left in pawn, or that is in the Business of purchasing tangible personal property to be left in pawn on the condition that it may redeemed or repurchased by the seller for a fixed price within a fixed period of time. See also, Short-Term Lender.

Pedestrian Shed: An area of a size approximately equal to the average distance comfortably walked by pedestrians and approximately centered on a Common Destination. There are two types of Pedestrian Sheds: Standard Pedestrian Sheds and Linear Pedestrian Sheds. See “Standard Pedestrian Shed” or “Linear Pedestrian Shed”. See **Illustration 9.3.P-2 (Pedestrian Sheds).**

ILLUSTRATION 9.3.P-2 PEDESTRIAN SHEDS



Performance Guarantee: As defined in Section 1.26.

Performing Arts Venue: A site, with or without a Structure, intended for the presentation of performing arts, such as dance, music, and theatre.

Performing Arts Studio: An establishment that provides instruction in one or more of the performance arts, such as dance, music, and theatre.

Person: An individual, firm, partnership, corporation, company, association, organization, joint stock association, proprietorship, trust, body politic, or other legal entity, or and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.

Plot plan: A graphic depiction, drawn to an appropriate scale, indicating the dimensions of the lot or parcel which is the subject of an application for a zoning district amendment or special use permit including a legal description of such lot or parcel and the location of the lot or parcel in relation to adjacent street right-of-way.

Day Care / Personal Care Facilities (Civic): Civic Use sub-category characterized by non-Residential care for adults, children, or families, which does not meet the definition of Household Living or Group Living.

Day Care / Personal Care Facilities (Commercial): Commercial Use sub-category characterized by non-Residential care for adults, children, or families, which does not meet the definition of Household Living or Group Living.

Personal Improvement Education: An establishment primarily engaged in the provision of information or instruction relating to a particular subject or hobby.

Personal Services: Uses in which a service is provided to or for a customer for compensation, in which the Person providing such service deals directly with the consumer, which Uses may or may not include the Retail sale of goods related to the services provided.

Excluded from Personal Services are Motor Vehicle - Related Uses, services provided by a medical or dental professional, and Adult-Oriented Entertainment.

Pharmacy: An establishment having a primary function of dispensing prescription drugs and medications and whose stock-in-trade may or may not include other merchandise.

Place of Assembly: A Building, room, or space that is occupied or arranged for occupation by the public for recreational, amusement, social, sports, or similar purposes.

Place of Worship: A Building, room, or space that is occupied or arranged for occupation for religious. spiritual, recreational, or similar purposes.

Placement: With respect to a Building, the manner in which the Building is situated on the Lot or Building Site. See **"Layers", Illustration 9.3.L-5 (Layers); see also "Setback",** and **"Yard" and Illustration 9.3.S-2 (Setbacks and Yards).**

Plan: A Development Plan, Master PUD Development Plan, site plan, Landscape Plan, Sign Plan, or any other plan submitted or prepared pursuant to this Ordinance.

Planned Unit Development: See Section 8.5.21.

Planned Unit Development District: One of the several Districts listed as such in Section 3.7.C. See also Section 8.5.21.

Planning Commission: The Planning Commission of the City.

Planning Director: The City Director of Planning and Development.

Planter: The element of the Public Frontage that accommodates trees along Thoroughfares and Internal Drives, whether continuous or individual.

Plaque Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Playground: A Civic Space type, described as such in **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards).**

Plaza: A Civic Space type described as such in **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards).**

Police Station: Premises accommodating operations of law enforcement officers and other members of staff.

Porch: A Private Frontage type, having a planted Frontage, the Facade is set back from the Frontage Line, and an attached exterior covered area large enough to accommodate outdoor furniture and/or gathering, which is permitted to Encroach into the Front Setback, Setback Area, or Street Yard. This may be used with or without a Fence to maintain Thoroughfare spatial definition. A Stoop is not a Porch. See **Table 4.3.7.A (Private Frontage Types).**

Porch Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Portable Sign: A Sign the principal supporting Structure of which is intended, by design and construction, to be used by resting upon the ground for support and may be easily moved or relocated. Portable Signs include, but are not limited to, Signs mounted on a Trailer, wheeled carrier, or other non-motorized mobile structure, with wheels or with wheels removed.

Post Office: Premises operated by or under contract for the United States Postal Service at which letters, parcels, packages or other mail may be received, deposited, processed, sorted, and/or handled and/or postage may be purchased.

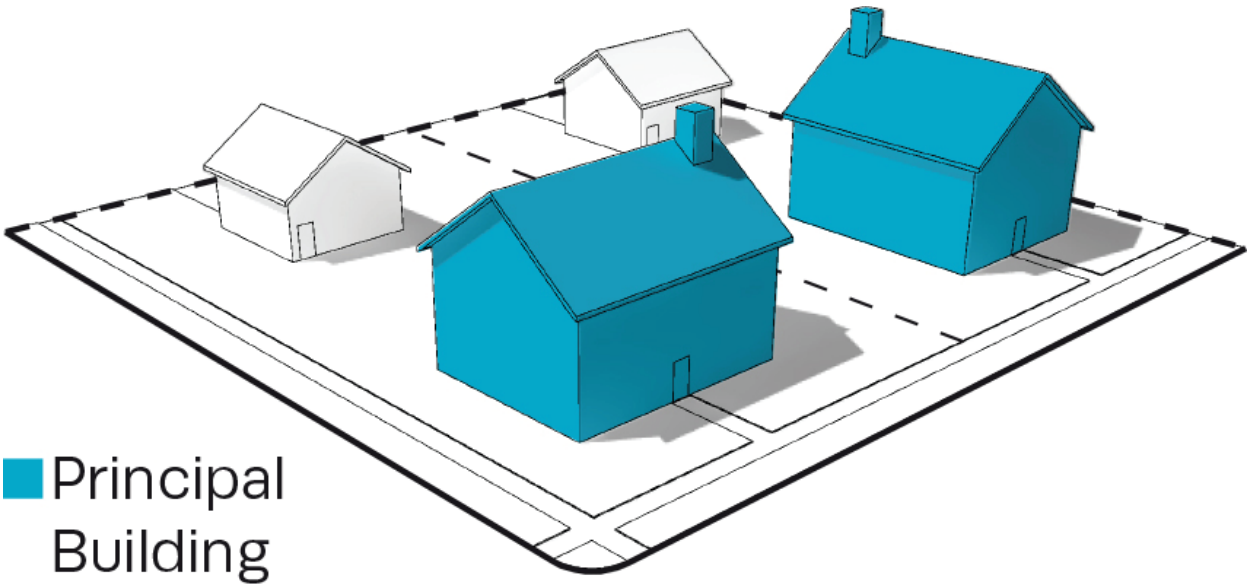
Post Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards)**

Pre-School: A school, licensed by the State, with an accredited training program and staffed with certified teachers, providing day time care or instruction for two (2) or more children between the ages of two (2) and five (5) years old. Synonymous with Nursery School.

Preliminary Plat: As defined in City Subdivision Regulation Section 2.2.

Principal Building: the main Building on a Lot or Building Site, located toward the Frontage, in which is conducted a Principal Use of such Lot or Building Site. See **Illustration 9.3.P-3 (Principal Building).**

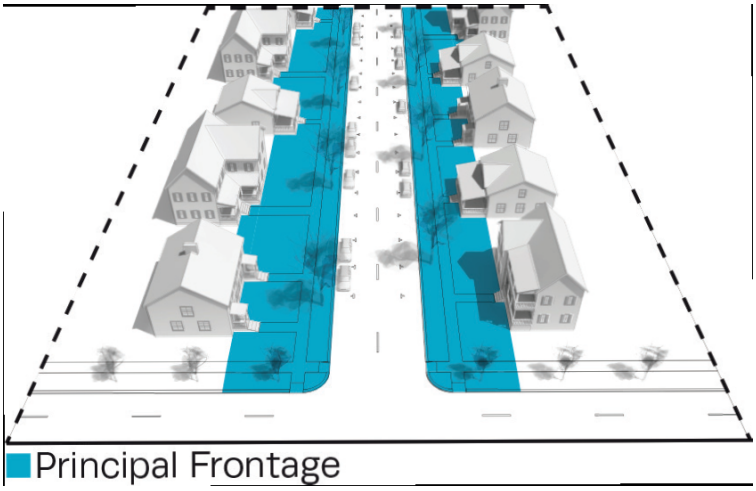
ILLUSTRATION 9.3.P-3 PRINCIPAL BUILDING



Principal Entrance: The main point of access for pedestrians into a Building; the Main Entrance. A building may have more than one Principal Entrance.

Principal Frontage: With respect to: (a) Corner Lots or Building Sites, the Frontage designated to bear the address and Principal Entrance to the Building, and the measure of minimum Lot or Building Site Width; and (b) non-Corner Lots or Building Sites, the Frontage. See "Frontage". See **Illustration 9.3.P-4 (Principal Frontage).**

ILLUSTRATION 9.3.P-4 PRINCIPAL FRONTAGE

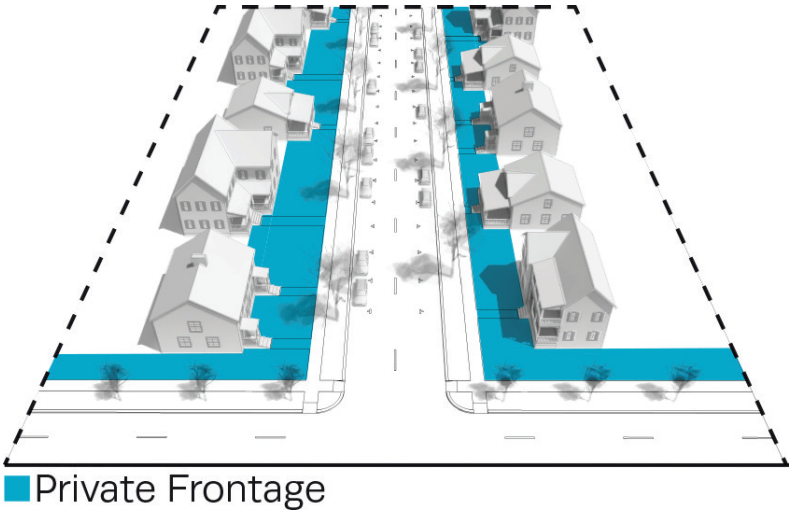


Principal Use: The primary or predominant Use of a Lot, Building Site, or Structure.

Printing Services Shop: Retail premises in which photocopying, scanning, short-run printing, and related services are provided.

Private Frontage: The privately held area between the Frontage Line and the Facade of the Principal Building. See **Illustration 9.3.P-5 (Private Frontage); see also Table 4.3.7.A (Private Frontage Types),** and **Illustration 9.3.F-5 (Frontage & Lot or Building Site Lines).**

ILLUSTRATION 9.3.P-5 PRIVATE FRONTAGE



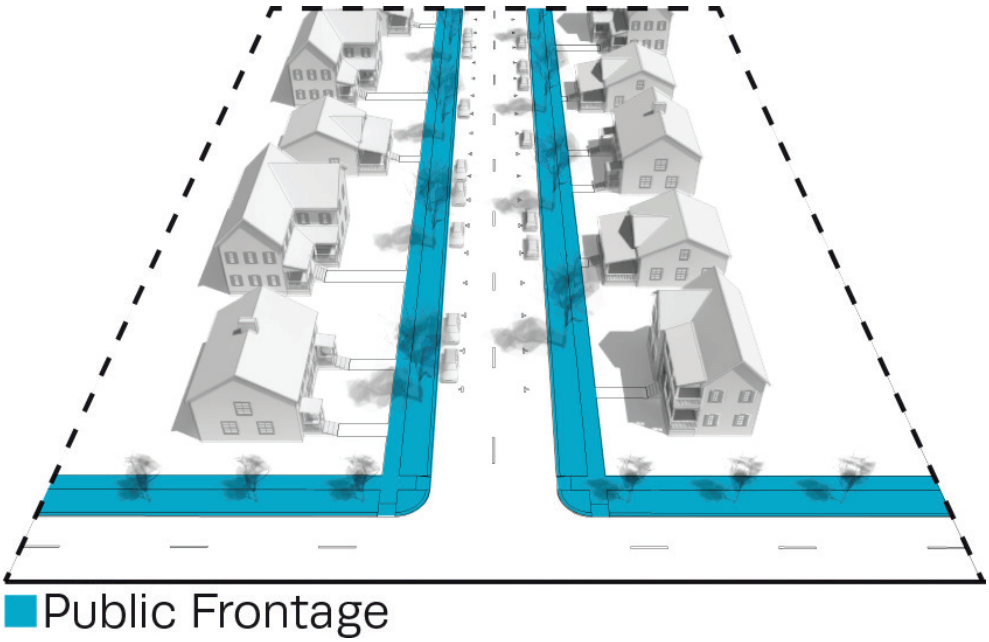
Public Frontage: The area between the Frontage Line and:

the curb (or if there is no curb, the edge) of the Vehicular Lanes in the case of a Lot or Building Site that Enfronts a Thoroughfare or Internal Drive having Vehicular Lanes, or

the Enfronting Civic Space, Path, Passage, waterbody, or Driveway in the case of a Lot or Building Site that Enfronts a Civic Space, Path, Passage, waterbody, or Driveway.

See **Illustration 9.3.P-6 (Public Frontage);** see also **Table 5.2.2.G-1 (Thoroughfare Assemblies & Standards);** and **Illustration 9.3.F-5 (Frontage & Lot or Building Site Lines)**

ILLUSTRATION 9.3.P-6 PUBLIC FRONTAGE



Pushcart: A mobile vending apparatus which may be moved without assistance of a motor from which merchandise or food is stored and prepared with the intent to sell to the public.

Professional Office: Use sub-category of Office Uses category characterized by premises in or from which professional or consulting services in the fields of law, architecture, planning, design, engineering, accounting, bookkeeping, and similar professions are conducted. This term does not include “Medical Office”, “Dental Office”, or “Clinic”.

Project Boundary Buffer: A Buffer located along the boundary of a development.

Public Art: Art in any media that has been planned and executed with the intention of being staged in or viewed from the physical public domain, usually outside and accessible to all.

Public Meeting: A duly convened meeting of a Decision- Making Authority as contemplated under applicable state law, including public meetings, public hearings, workshops, and site visits.

Publishing: The Business of issuing software, Internet content, or newspapers, books, or other printed textual or graphical material for sale or distribution to the public.

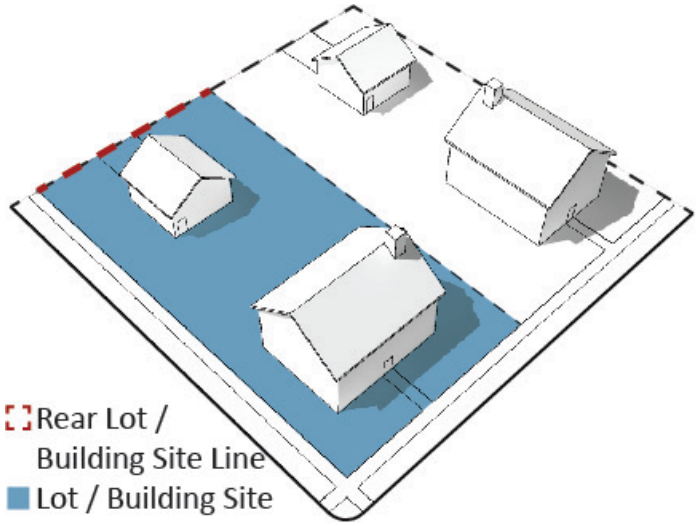
Pylon Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-1 (Sign Types - Specific Standards).**

R.

Rail Equipment Storage / Repair: Use involving premises for storing or repairing locomotives, rail cars, or other rail vehicles.

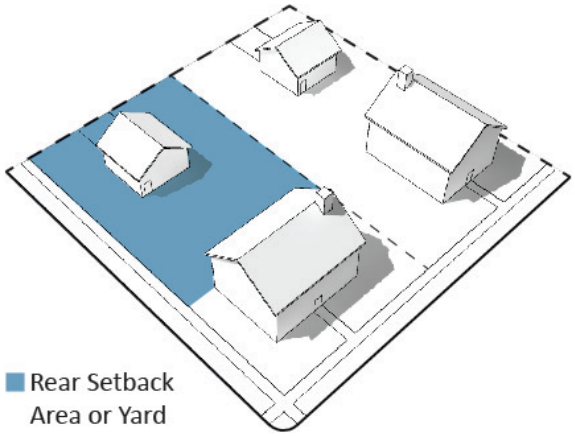
Rear Lot or Building Site Line: The Lot or Building Site Line opposite the Front Lot or Building Site Line. See **Illustration 9.3.R-1 (Rear Lot or Building Site Line).**

ILLUSTRATION 9.3.R-2 REAR SETBACK AREA OR REAR YARD



Rear Setback Area or Yard: A portion of a Lot or Building Site that is situated between (1) the nearest roofed portion of the Principal Building or of any Accessory Building on the Lot or Building Site and (2) the Rear Lot or Building Site Line, extending the full width of the Lot or Building Site, from Side Lot or Building Site Line to Side Lot or Building Site Line. See **Illustration 9.3.R-2 (Rear Setback Area or Yard).**

ILLUSTRATION 9.3.R-1 REAR LOT OR BUILDING SITE LINE



Recreation: Use characterized by activities for personal enjoyment or entertainment during a Person's discretionary time.

Recreation Facility: Premises accommodating Indoor Recreation and/or Entertainment and/or Outdoor Recreation and/or Entertainment. A Recreation Facility may be Civic or non-Civic.

Recreational Vehicle: a vehicle which is:

built on a single chassis;

four hundred (400) square feet or less when measured at the largest horizontal projection;

designed to be self – propelled or permanently towable by a light duty truck: and

designed primarily for use as a non – permanent dwelling but as temporary living quarters for recreational, camping, vacation, travel, or seasonal use. The term includes camping Trailer, motor home, travel Trailer, and truck campers.

Recreational Vehicle does not include Manufactured Homes.

Recreation and Entertainment, Indoor: Participatory and spectator-oriented Recreation activities conducted within an enclosed Building, including without limitation billiard rooms, bowling centers, ice- or roller-skating rinks, Shooting Ranges, Theater, and arcades.

Recreation and Entertainment, Outdoor: Participatory and spectator-oriented Recreation activities conducted in open, partially enclosed, or screened facilities, including without limitation amusement parks, fairgrounds, golf courses and driving ranges, and go-cart tracks.

Recycling Collection Facility: A facility used for the collection and transfer, but not the actual processing, of any of the following recyclable materials: glass, paper, plastic, cans, or other source-separated, non-decayable materials. Recyclable materials at a Recycling Collection Facility must not include motor oil, chemicals, household appliances, tires, automobiles, automobile parts, or decayable materials.

Rehabilitation Facility: A facility operated for the primary purpose of assisting in the rehabilitation of individuals through an integrated program of medical, psychological, physical, occupational, substance, social, or vocational evaluation and services under competent professional supervision.

Religious Facilities: Facilities used by a non-profit group or institution for organized religious services, meetings, assembly, practice, activities, and supporting uses.

Examples are Places of Worship, church, mosque, synagogue, temple, monastery, convent, retreat center or any permanent or temporary Structure providing regular, organized religious worship of any denomination and religious education incidental thereto. A property tax exemption for a religious group or institution obtained pursuant to state law shall constitute prima facie evidence of a Religious Facilities Use.

Athletic, tennis, swim or Health Club (see Retail Sales and Service), Educational Uses, Day Care facilities, for distribution or production of products, including printed matter, for groups other than immediate membership, public neighborhood arts center or similar community facility (see Community Service), community center, revival or gospel tent, senior center (see Community Service), Social service facility (see Social Service Institution), and Treatment center, transient lodging, or shelter for the homeless (see Social Service Institutions) are not included in this Use Category.

Required Yard or Setback Area: A Yard or Setback Area required by this Ordinance, which is open and unobstructed from 30 inches above the general ground level of the graded lot upward to the sky except as

permitted in Section 4.3.10 and no part of which is included as part of a Setback, Setback Area, or Yard for any other Building.

Research Laboratory: premises that contain research, development, and testing laboratories that do not involve the mass manufacture, fabrication, processing, or sale of products Such Uses must not be detrimental to the environment through the release of dust, smoke, fumes, odor, noise, or vibration and must not create an unsafe risk of fire or explosion given the location of the use, the Building in which it is located, and the nature of the surrounding Uses and Structures.

Residence: A Building or part of a Building containing one or more Dwelling Units or Rooming Units, including Single – Family or Two – Family Dwellings, Multi-Family Dwellings, Boarding Houses, Rooming Houses, or residence-apartment hotels. Residences shall not include:

Transient accommodations, such as Transient hotels, Motels, or similar establishments;

Dormitories, fraternity or sorority houses, monasteries, or convents, or similar establishments containing Group Living or sleeping accommodations;

Nurses' residences, sanitariums, nursing homes, convalescent homes, rest homes, or other sleeping or living accommodations in community facility buildings or portions of buildings used for community facilities; or

In any Building with a mix of Uses, the part of the Building used for any Non-Residential Uses, except Uses accessory to Residential Uses.

Residential: Pertaining to premises available for long- term, non-Transient human habitation.

Residential Building: Any Building or part thereof utilized solely for Residential Use and Accessory Uses.

Residential Uses: (1) a Use category characterized by premises available for long-term non-Transient human habitation; (2) Residential Uses is the Use category, which is a collective reference to the following Use sub-Categories, as listed 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):** Household Living and Group Living.

Restaurant: An establishment engaged in preparing, serving, and selling food at Retail for on- or off- premises consumption. Bars, Taverns, and Nightclubs are not Restaurants.

Restricted-Access Bicycle Enclosure: A locked area containing within it one bicycle rack space for each bicycle to be accommodated, and accessible only to the owners or operators of the bicycles parked within it.

Retail: Use characterized by selling, renting, or leasing new or used goods in person, on-line, or by mail-in transactions dealing directly with the consumer of such goods.

Retail / Personal Service / Repair / Arts / Artisan:

Use sub-category of the Commercial Uses category characterized by selling, renting, or leasing new or used goods in person, on-line, or by mail-in transactions dealing directly with the consumer of such goods, providing personal services or repair services to the general public, and art- related and artisan-related establishments. See **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).**

Examples of Retail Uses included in the Retail / Personal Service / Repair / Arts / Artisan sub-category are Convenience Store (with or without petroleum sales), selling, renting or leasing Alcoholic Beverages, antiques, appliances, art supplies, baked goods, bicycles, books, cameras, carpet and floor coverings, crafts, clothing, computers, dry goods, electronic equipment, fabric, flowers, furniture, garden supplies, gasoline, gifts, groceries, hardware, home improvement goods, household products, jewelry, medical supplies, musical instruments, Open Air Market, outdoor farmers market, pets, pet supplies, pharmaceuticals, picture frames, plants, printed materials, produce, sporting goods, stationery, tobacco and related products, vehicle parts, and videos, and Brewpubs, Tasting Rooms, Retail Food Sales with or without on-premises preparation or processing, Retail Membership Clubs, and Warehouse Retail.

Examples of Personal Service Uses included in the Retail/ Personal Service / Repair / Arts / Artisan sub-category are art, music, dance, or photographic gallery or studio, athletic, tennis, swim or Health Club, mailing or package delivery service, dry-cleaning or laundry drop-off facility, Laundromat, funeral home or mortuary, hair, nail, tanning, massage therapy and personal care service, photocopy, blueprint, and quick-sign service, photo finishing psychic or medium, security service, tailor, milliner, upholsterer, taxi or ride-share dispatch center, taxidermist, veterinary clinic, animal hospital, or Kennel, and urgent care or emergency medical office.

Examples of Repair Uses included in the Retail / Personal / Service / Repair / Arts / Artisan sub-category are appliance, bicycle, canvas, clock, computer, gun, jewelry, musical instrument, office equipment, radio, shoe, television or watch repair, and locksmith.

Examples of Arts-Related Uses included in the Retail / Personal Service / Repair / Arts / Artisan sub-category are the non-Residential portion of Artist Live/Work Space, Artist Studio Space, arts-related educational facility, crafts-related retail store, non-Civic art museum/gallery, sale of art and art supplies.

Examples of Artisan-Related Uses included in the Retail / Personal Service / Repair / Arts / Artisan sub-category are Artisan Establishments, candle making, furniture making, glass blowing, weaving, pottery making, woodworking, sculpting, painting, and tailoring.

The following are excluded from the Retail / Personal Service / Repair / Arts / Artisan sub-category:

Adult Video Stores (see Indoor Recreation), any Use that is potentially dangerous, noxious or offensive to neighboring Uses or those who pass on public ways by reason of smoke, odor, noise, glare, fumes, gas, vibration, threat of fire or explosion, emission of particulate matter, interference with radio, television reception, radiation or any other likely cause (see Heavy Industrial), Motor Vehicle- and Boat- Related Uses, Crematorium (see Light Industrial), Large-scale catering (see Light Industrial), laundry or dry-cleaning plant (see Light Industrial), Restaurant (see Restaurants), Sale, lease, or rental of machinery, Farm and Construction Equipment, or other equipment, building materials, special trade tools, welding supplies, machine parts, electrical supplies, janitorial supplies, restaurant equipment, and store fixtures (see Wholesale Trade).

Retail Food Sales: The sale of food for off-premises consumption, excluding Restaurants.

Retail Membership Club: A discount Retail establishment that sells merchandise to its members.

Rezoning: A change in the district boundaries or district classifications of the zoning map pursuant to Section 8.5.19. For the purposes of this Ordinance, rezoning also includes the initial zoning of a property that occurs with annexation.

Right-of-Way Line: A line contiguous with a Lot or Building Site Line, dividing a Lot or Building Site from an Abutting Thoroughfare or Internal Drive.

Road (RD): A local, rural and suburban Thoroughfare or Internal Drive of low-to-moderate vehicular speed and capacity, described as such in **Table 5.3.3.F (Thoroughfare / Internal Drives Types – Summary) and Table 5.3.3.G (Thoroughfare / Internal Drive Assemblies and Standards).**

Roadside Stand: A small open-air Structure for the Retail sale of produce or other goods grown or produced on the property where the Roadside Stand is located. Roadside Stand does not include Farmer's Markets or Outdoor Markets.

Rooming House: A Residential type in a private Dwelling in which at least three (3) but not more than six (6) rooms are offered for rent, payable in money and/ or other consideration, whether or not table board is furnished to roomers, and in which no Transient guests are accommodated and no Restaurant is maintained for service to any Persons who are not residents of the Rooming House.

Rooming Unit: A unit of Residential occupancy.

Rowhouse: A Townhouse Building Type described as such in **Table 4.3.8.B (Principal Building Types).**

S.

School: Business or Trade School, College / University, High School, Middle School, Pre-School or Nursery School, Primary or Elementary School, or Secondary School.

School, Primary or Elementary: See "Primary or Elementary School".

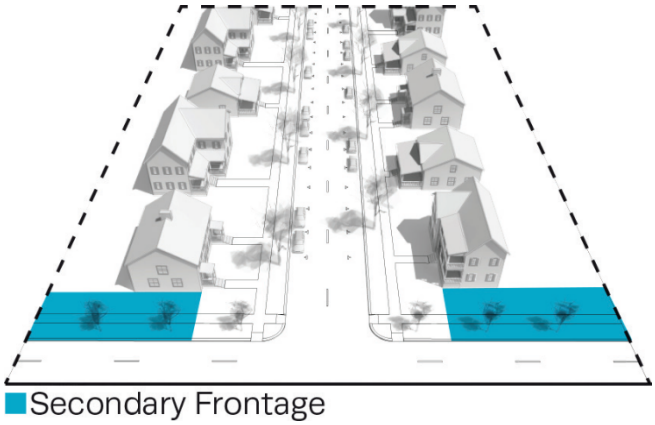
School, Secondary: See "Secondary School".

Scrap or Salvage Yard / Service: A Use, other than an Impound Yard or Towing Facility, in which an establishment is engaged primarily in the sale, storage, assembling, dismantling, sorting, distributing, or other processing of scrap, used equipment, mechanical components, or waste materials, including a Junkyard.

Screen/Screening: (1) used as a verb, to block an item or condition from view from a vantage point in accordance with the requirements of this Ordinance by interposition of a Building, Building Element, Wall or Fence constructed of an opaque material, or an evergreen hedge; or (2) used as a noun, a Building, Building Element, Wall or Fence constructed of an opaque material or an evergreen hedge, which blocks an item or condition from view from a vantage point, as required by this Ordinance. Not synonymous with Streetscreen.

Secondary Frontage: on Corner Lots or Building Sites, the Frontage that is not the Principal Frontage. See **Illustration 9.3.S-1 (Secondary Frontage).**

ILLUSTRATION 9.3.S-1 SECONDARY FRONTAGE



Second Layer: See "Layer".

Secondary School: A public, private, or parochial school offering instruction at the Middle School and /or High School levels in the branches of learning and study required to be taught in the public schools of the state.

Self-Service Storage Facility: premises at which customers rent separate storage units within a Building designed to allow private access by the customer for storing or removing personal property.

Examples are mini-warehouse, multi-story enclosed storage facility, and storage garage.

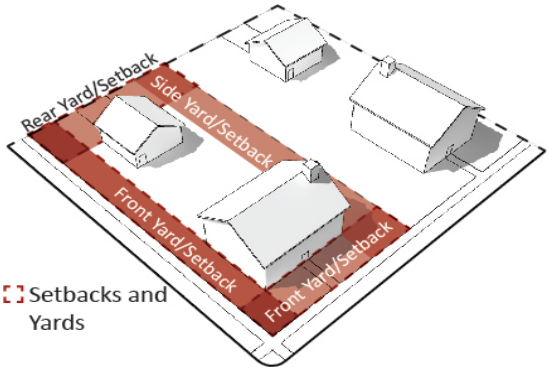
The following are not Self-Service Storage Facilities:

> Rental of light or medium trucks, storage area used for Manufacturing use, storage area used for sales, service, and repair operations, and transfer and storage Business where there are no individual storage areas or where employees are the primary movers of the goods to be stored or transferred.

Septic Equipment Installation, Service, or Cleaning: establishments that install, pump, or service septic tanks and cesspools, or that rent or service portable toilets.

Setback or Setback Area: The portion of a Lot or Building Site measured from a Lot or Building Site Line to a Building Facade or Elevation, which area is maintained clear of permanent Structures, with the exception of permitted Encroachments allowed pursuant to **Tables 4.3.1-A -4.3.1.-U (District Standards). See Illustration 9.3.S-2 (Setbacks).** See also, "Yard".

ILLUSTRATION 9.3.S-2 SETBACKS AND YARDS



Sewage Lines: Lines for the movement, distribution, or collection of sewage.

Sewage Facility: Utility facilities for the movement, receipt, treatment, and disposal of sewage.

Shared Parking: Parking spaces shared by two or more uses that are in proximity to one another and the parking area, and that have different operational characteristics such that utilization of the parking spaces by one use will not generally overlap with the utilization of the parking spaces by the other use(s). Shared parking on private property must be supported by binding agreement.

Shared Parking Factor: An accounting for Parking spaces that are available to more than one Principal Use. See **Table 4.3.12.B-2 (Shared Parking Factor).**

Shooting or Firing Range: A specialized facility within a Building, which accommodates firearms training, practice, and qualification.

Shopfront: A Private Frontage Type conventional for Retail / Personal Service / Repair / Art / Artisan Use, wherein the Facade is aligned close to or at the Frontage

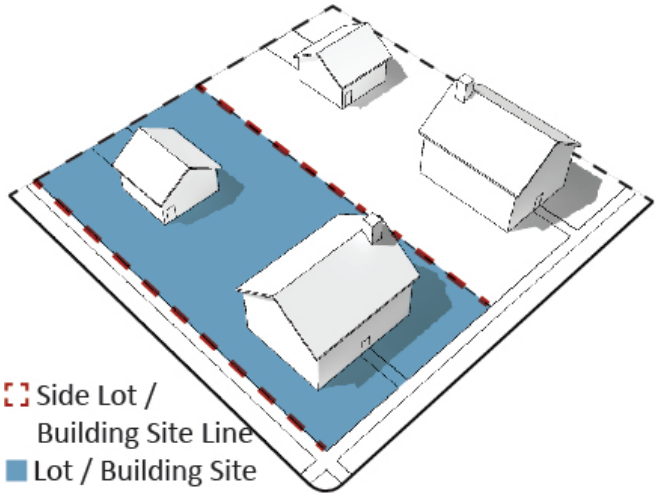
Line with the Building entrance at Sidewalk grade. This Frontage has substantial glazing at the Sidewalk level and may include an awning overlapping the Sidewalk. See **Table 4.3.7.A (Private Frontage Types).**

Short-Term Lender: A Business or Use that regularly (1) accepts checks from a borrower drawn on the borrower's account to be presented for payment at a later date and that charges a fee for the service or (2) extends short- term non-purchase money loans secured by titles to motor vehicles. The term does not include Financial Institutions. See also, Non-Banking Financial Institution.

Short-Term Rental Unit: A Dwelling Unit 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, townhouse, or multi-family Building having no more than 6 Dwelling Units, which Short-Term Rental Unit is rented wholly or partially for a period of less than thirty (30) continuous days occupancy for a fee; specifically excluding however a "hotel" as defined in TSA section 68-14-302 or a "bed and breakfast establishment"or a "bed and breakfast homestay" as those terms are defined in TSA section 68-14-502, all as contemplated in TSA section 13-7-602. A Hotel, Extended Stay Hotel, Motel, Bed and Breakfast, or Inn is not a Short-Term Rental Unit.

Side Lot or Building Site Line: Any Lot or Building Site Line that is not a Front Lot or Building Site Line or a Rear Lot or Building Site Line. See **Illustration 9.3.S-3 (Side Lot Line).**

ILLUSTRATION 9.3.S-3 SIDE LOT OR BUILDING SITE LINE



Side Setback, Setback Area or Yard: The portion of a Lot or Building Site that is situated between (1) the nearest roofed portion of the Building or of any Accessory Building on a Lot or Building Site and (2) the Side Lot or Building Site Line, and extending through from the Front Setback Area or Yard or from the Front Lot or Building Site Line where no Front Setback Area or Yard exists to the Rear Setback Area or Yard or to the Rear Lot or Building Site Line where no Rear Setback Area or Yard exists. *See* **Illustration 9.1.S-2 (Setbacks and Yards**).

Side Setback Area or Yard Width: The dimension of a Side Setback Area or Yard, measured in such a manner that the Yard is a strip of the minimum width required by the applicable District standards, with its inner edge parallel with the Side Lot or Building Site Line.

Sidewalk: The paved section of the Public Frontage dedicated exclusively to pedestrian activity. *See* **Illustration 9.3.S-4 (Sidewalk).**

ILLUSTRATION 9.3.S-4 SIDEWALK



Sidewalk Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Sign: Any name, number, symbol, identification, description, direction, declaration, demonstration, display, representation, illustration, insignia, instruction, directive, information, illustration, object, graphic, device, display, visual communication, material, Structure or device, or part thereof, in view of the general public, whether permanent, temporary, portable, or affixed, composed of lettered, or pictorial, or graphical matter or upon which lettered or pictorial, or graphical matter is used, that announces, directs attention to, names, gives notice of, informs, advertises, or promotes an ideology, position, interest, cause, object, project, product, place, activity, person, institution, organization, or Business; provided that the term "Sign" shall not be deemed to include any badge or insignia of any government agency or any civic, charitable, religious, patriotic, fraternal or similar organization, Public Art, or any directional sign erected and maintained pursuant to law.

Single-Family Detached Dwelling: A Dwelling Unit, other than a Manufactured Housing Unit, for exclusive occupancy for one only Family, situated on a Lot or Building Site with no other Dwelling Units and not attached to any other Dwelling Unit.

Single - Family Dwelling: A Dwelling Unit shall be considered a Single-Family Dwelling only if permanent occupants are limited to one of the following categories:

One individual or

Any number of persons constituting a "Family".

For purposes of this definition, the following are not considered to be Single-Family Residences:

Boarding Houses.

Apartment houses.

Dwelling Units in which more than two rooms are rented to unrelated tenants.

Structures or portions of Structures which are designed or constructed for any of the above purposes; and such Structures and Uses of Structures are explicitly prohibited in each Residential District unless otherwise specifically permitted. Notwithstanding the foregoing, "Single-Family Residence" may include a Dwelling Unit which includes separate quarters for persons who are related by blood, marriage or adoption to the primary occupants, provided such quarters are connected by interior passageways to the other portions of the dwelling unit, and are not rented to any unrelated tenants or otherwise used in

violation of this Ordinance If more than one meter is installed for the same type of household utility service, it will be presumed that Structure is not being used as a Single- Family Residence.

Notwithstanding any other provisions to the contrary, subject to the City Manager's approval, and for such periods of time as the City Manager deems reasonable and necessary, a Single-Family Residence may include, on a temporary basis, one or more persons, not related to the primary occupants, who have been dislocated from their permanent residence due to an officially recognized local, regional or national emergency. A report shall be provided to advise the City Council, Planning Commission, and Development Services Department of any such situations approved by the City Manager.

Single Ownership: A proprietary interest of a Landholder as defined herein.

Site Development Plan: A map required by Section 8.5.6.H, which indicates the intended Development of a parcel of land and which meets the standards and requirements of, and is prepared in accordance with, Section 8.5.6.H and other applicable provisions of this Ordinance.

Small Multi-Family Building: Principal Building type that incorporates between three (3) and six (6) side-by-side and/or horizontally stacked Dwelling Units, typically with one or more shared entries. *See* **Table 4.3.8.A (Principal Building Types)** and **Table 4.3.8.B (Principal Building Types - Specific Standards).**

Social or Civic Club or Lodge: A Use characterized by a Structure and/or land owned by or leased to one or more Social or Civic Organizations for meeting, recreational, or social purposes primarily by their members and their guests.

Social or Civic Organization: A private non-profit group, association, organization, club, establishment, brotherhood, membership, or other similar group providing meeting, recreational, social, fraternal, youth, or similar activities or facilities primarily for its members and guests; excluding, however any type of Residential facility such as fraternity or sorority houses.

Solid Waste Facility: Premises, appurtenances and Improvements used for treating, storing, or disposing of solid waste, whether publicly or privately owned or operated. A Solid Waste Facility may consist of several treatment, storage, or disposal operational units, including, but not limited to, one or more landfills, surface impoundments, or combination thereof.

Special District: An area which, due to its intrinsic size, Use, Configuration, cannot conform to the requirements and standards of one or more of the applicable Character Districts or Civic District as specified in this Ordinance.

Special Exception: Synonymous with Conditional Use.

Special Requirements: provisions of Section 2.2 and Section 5.7 and/or the associated designations on the Zoning Map for those provisions.

Specified Anatomical Areas: Less than completely and opaquely covered human genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola. Also, human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Specified Sexual Activities: Human genitals in a state of sexual stimulation or arousal; acts of human masturbation, sexual intercourse or sodomy; fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

Specimen Tree: Any Canopy Tree with a diameter of 24 inches or greater measured at diameter breast height (DBH) 4.5 ft.

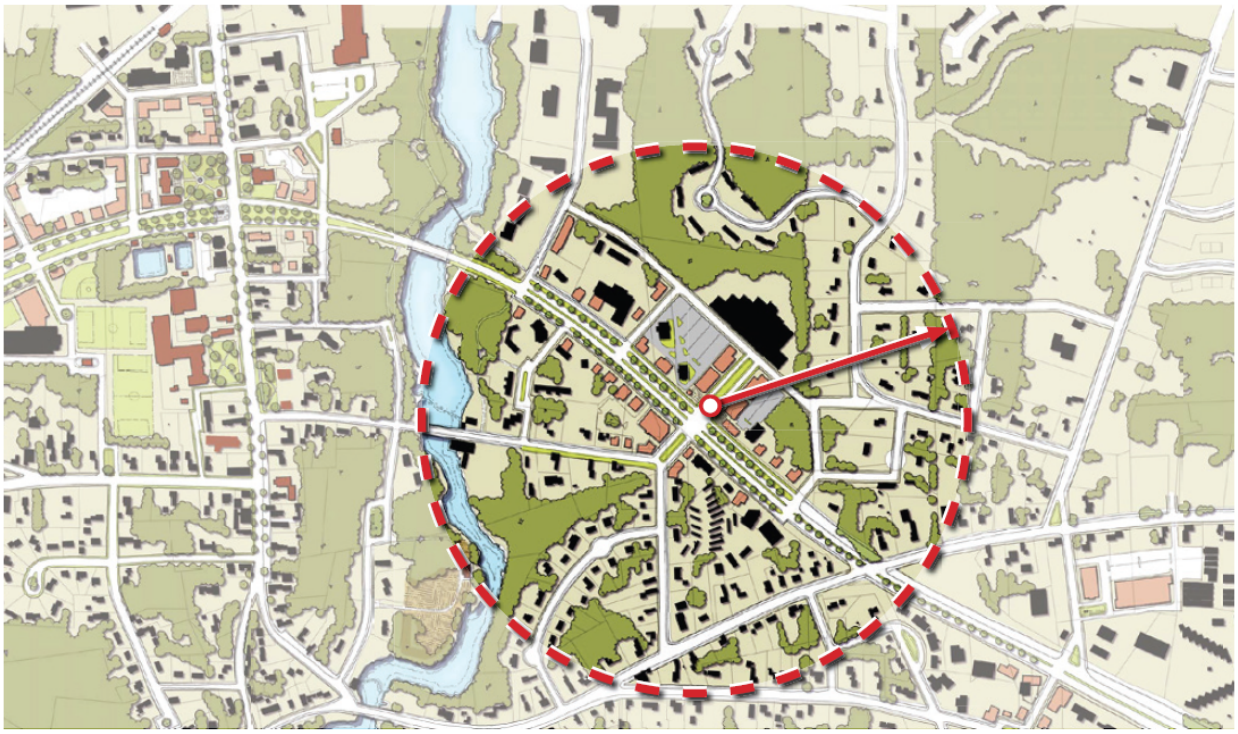
Sports Field: A Civic Space type that accommodates the play of athletic endeavors, described as such in **Table 5.3.3.A (Civic Space Types - Summary) and Table 5.3.3.B (Civic Space - Specific Standards);** excluding Sports Venues. May include associated Structures.

Sports Venue: Premises at which athletic events are presented.

Square: A Civic Space type described as such in **Table 5.3.3.A (Civic Space Types - Summary)** and **Table 5.3.3.B (Civic Space - Specific Standards).**

Standard Pedestrian Shed: A Pedestrian Shed that is an average 1/4-mile radius or 1320 feet, about the distance of a five-minute walk at a leisurely pace. See "Pedestrian Shed". *See* **Illustration 9.3.S-5 (Standard Pedestrian Shed).**

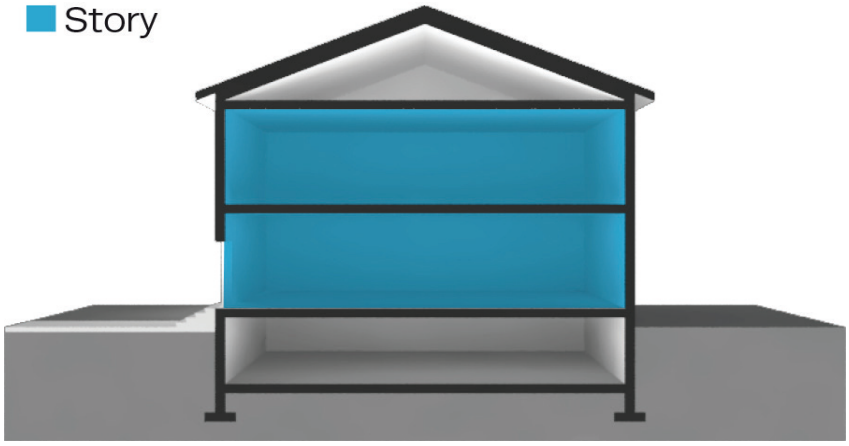
ILLUSTRATION 9.3.S-5 STANDARD PEDESTRIAN SHED



Stoop: A Private Frontage type wherein the Facade is aligned close to the Frontage Line with the first Story elevated from the Sidewalk for privacy. An exterior stair and landing provides access to the entrance. This type is recommended for ground-floor Residential Use. See **Table 4.3.7.A (Private Frontage Types).**

Story: A habitable level within a Building, being that portion included between the surface of any floor and the surface of the floor next above it; if there is no floor above it, then the space between the floor and the ceiling next above it; excluding an Attic or a raised Basement. See **Illustration 9.3.S-6 (Story).**

ILLUSTRATION 9.3.S-6 STORY



Street (ST): A local urban Thoroughfare or Internal Drive of low speed and capacity, which meets the standards and requirements for such Thoroughfare type as set forth in and as described as such **Table 5.3.3.F (Thoroughfare / Internal Drive Types - Summary)** and **Table 5.3.3.G (Thoroughfare / Internal Drive Assemblies & Standards).** When not capitalized, the term "street" means any public way not within a Lot or Building Site on which vehicles travel.

Streetscape: Street lights, trees, planting accommodations and Sidewalk along a Thoroughfare or Internal Drive.

Streetscreen: A type of Screen situated along a Frontage Line, or along the same plane as a Façade, and consisting of a planted evergreen hedge or freestanding Wall constructed of brick or stucco over masonry, which blocks the view of Parking, equipment, or other item or condition from the Frontage, provides privacy to a Side Yard, or strengthens the spatial definition of the public realm.

Street Setback, Setback Area, or Yard: Synonymous with Front Setback, Setback Area, or Yard.

Street Setback, Setback Area, or Yard Depth: the dimension of a Street Setback, Setback Area, or Yard that is measured as follows:

The depth of a Street Setback, Setback Area, or Yard shall be measured at right angles to a straight line joining the foremost points of the Side Lot or Building Site Lines; provided that in the case of rounded property corners at Thoroughfare or Internal Drive intersections, the foremost point of the Side Lot or Building Site Lines shall be the point at which the Side Lot or Building Site Lines and Front Lot or Building Site Lines would have met without such rounding.

Synonymous with Front Setback, Setback, or Yard Depth.

Structure: Anything constructed, installed, or erected, the use of which requires a permanent location on the ground or attachment to something having a permanent location on the ground, regardless whether the same is horizontal or vertical. The word "Structure" includes Buildings and other Improvements and all parts thereof.

Swimming Pool: A constructed basin or Structure for swimming and aquatic recreation, excluding plastic, canvas or rubber pools temporarily erected upon the ground and holding less than 300 gallons of water.

T.

Tasting Room: An establishment or portion of an establishment that allows customers to taste samples of beer, alcoholic spirits, or vinous beverages. In addition to such products, a Tasting Room may include the Retail sale of related items, marketing events, special events, entertainment, and/or food sales.

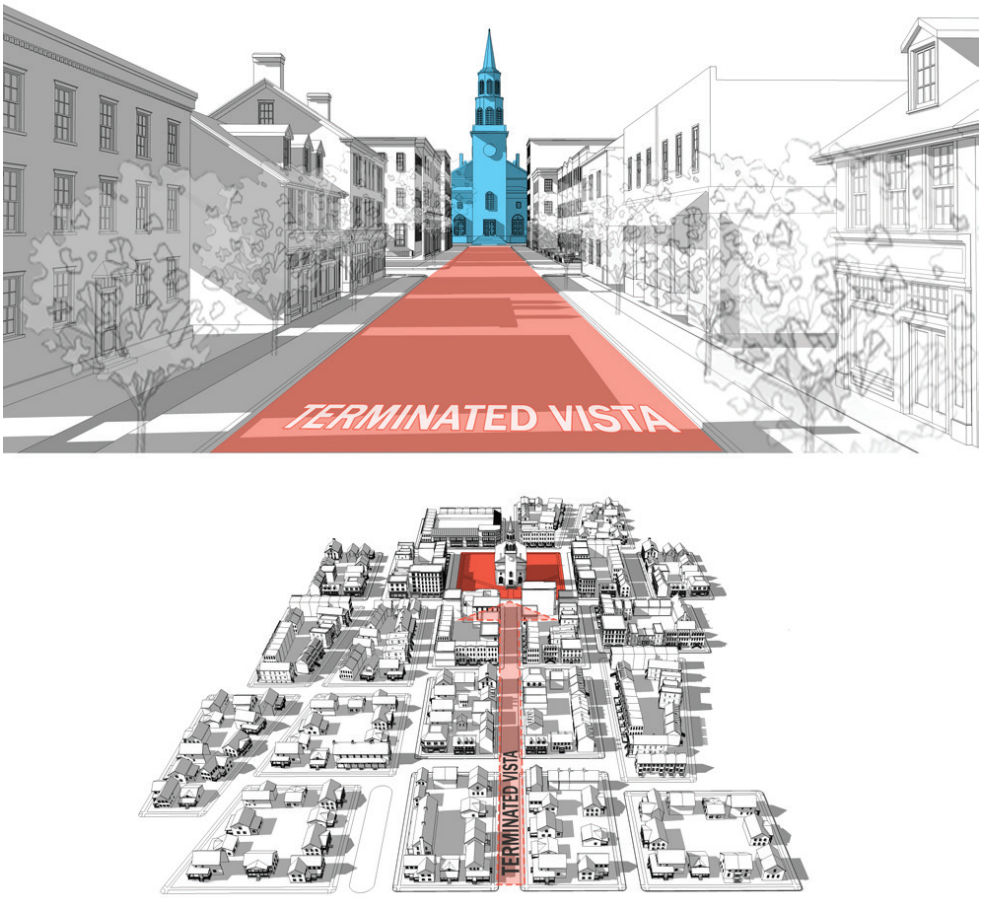
TCA: Tennessee Code Annotated.

Temporary Sign: Any Sign which is not permanently installed, mounted, or placed. Signs of the types described in **Table 7.1.2.B-1 (Summary of Sign Types) and Table 7.1.2.B-2 (Sign Types - Specific Standards)** are not Temporary Signs.

Temporary Use: Use of premises for fewer than 60 days or such other period as may be specifically provided in this Ordinance, and permitted by right, by conditional use, or subject to limited use standards under Section 4.3.9G in accordance with **Table 4.3.9.A-3 (Building, Lot & Building Site Temporary Uses)**, for which a Temporary Use Permit has been issued and is in effect.

Terminated Vista: A location at the axial conclusion of a Thoroughfare or Internal Drive. A Building located at a Terminated Vista location designated on a Zoning Map is required to be designed in response to the axis. *See* **Illustration 9.3.T-1 (Terminated Vista).**

ILLUSTRATION 9.3.T-1 TERMINATED VISTA



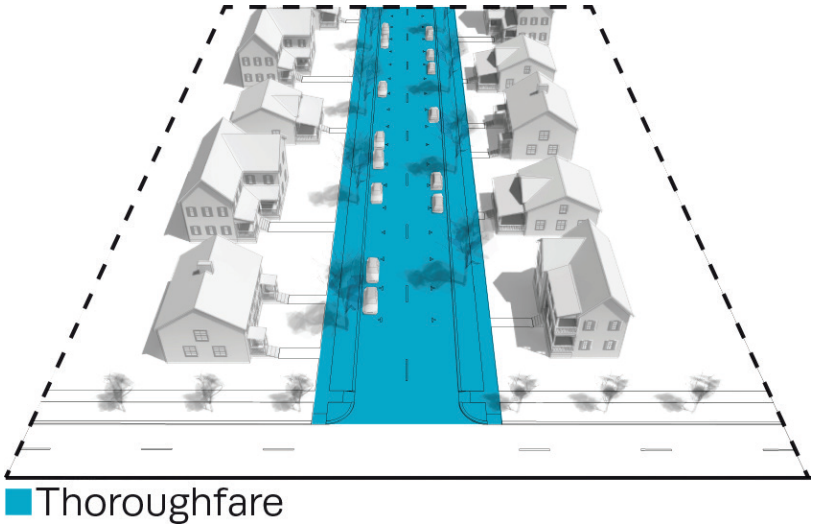
Terrace/Lightwell: A Private Frontage type wherein the Facade is set back from the Frontage Line by an elevated landing and a sunken Lightwell. This type buffers Residential Uses from urban Sidewalks with the first Story elevated from the Sidewalk for privacy, and may allow for activation of space below grade. An exterior stair and landing provides access to the entrance. This type is recommended for ground-floor Residential Use. See **Table 4.3.7.A (Private Frontage Types).**

Theater: A Building or part of a Building devoted to the showing of motion pictures, or theatrical or performing arts productions, as a Principal Use.

Third Layer: See "Layer".

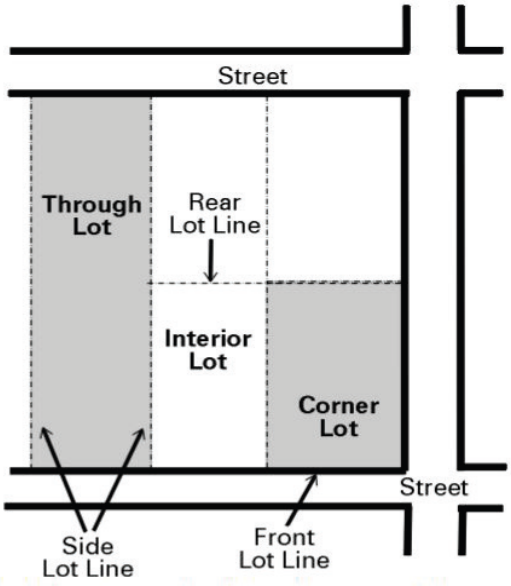
Thoroughfare: A way, whether public or private, open for common and general use by vehicular and/or pedestrian traffic and to provide access to Lots or Building Sites and Civic Spaces, consisting of Vehicular Lanes and the Public Frontage. See **Illustration 9.3.T-2 (Thoroughfare).** See also **Table 5.3.3.F (Thoroughfare / Internal Drive Types Summary)** and **Table 5.3.3.G-1 (Thoroughfare / Internal Drive Assemblies and Standards)**. See also "Internal Drive".

ILLUSTRATION 9.3.T-2 THOROUGHFARE



Through Lot or Building Site: A Lot or Building Site type that extends through from Thoroughfare or Internal Drive to Thoroughfare or Internal Drive.

ILLUSTRATION 9.3.T-3 THROUGH LOT / BUILDING SITE



Tire Sales: A Structure, premises, or establishment in or on which tires are sold, installed, and/or repaired.

Tobacco, Vape, and Cannabinoid Retailers: A retail sales operation that

(1) Devotes at least fifty-one percent of its floor area to the display, sale, distribution, delivery, offering, furnishing, or marketing of products intended for recreational/non-prescription use including but not limited to cigarettes, e-cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers; or

(2) Earns at least fifty-one percent of gross sales from sale distribution, delivery, or marketing of products intended for recreational/non-prescription use including but not limited to cigarettes, e-cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers.

Tower: With respect to communications equipment, any Structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self – supporting lattice towers, guy towers or monopole towers. The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, alternative tower structures and the like.

Towing Facility: An establishment that provides vehicle towing services and accessory temporary outdoor storage for the vehicles it tows, which shall only include: (1) mechanically operable/drivable, licensed vehicles that are to be claimed by titleholders or their agents; and/or (2) wrecked motor vehicles awaiting insurance adjustments and transport to repair shops.

The term "Towing Facility" excludes: automotive services that have a tow truck on-site; Salvage or Scrap Yard / Service; Junkyards, Impound Yards; Motor Vehicle storage; and storage of inoperable vehicles.

Townhouse: The Building Type described as such in **Table 4.3.8.B (Principal Building Types).**

Trailer: An unpowered, portable, or mobile vehicle designed to be designed to be towed by a Motor Vehicle.

Transient: As a noun, a Person who is staying in a place for fewer than thirty (30) days; as an adjective or adverb, a duration of fewer than thirty (30) days.

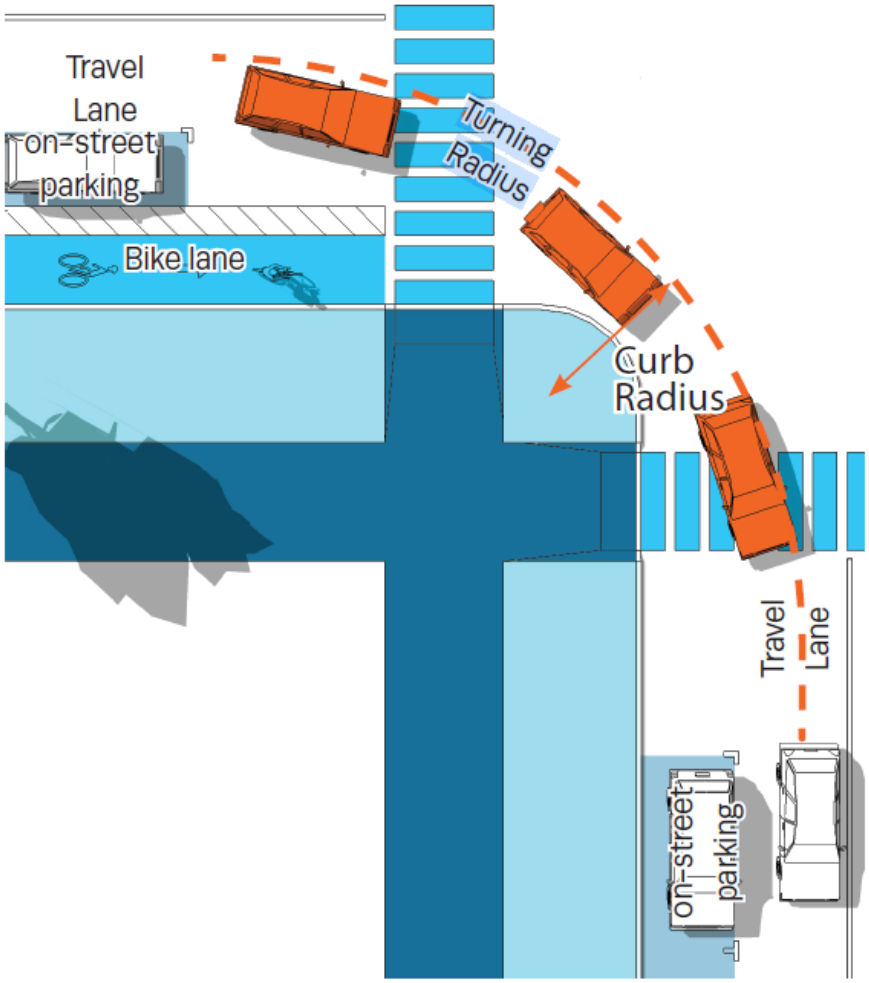
Transit Shelter: Accommodation providing shelter from the elements for waiting transit riders, excluding a Transit Station or Terminal.

Transit Station or Terminal: A facility or area at which train, rapid transit, light rail, bus, or other mass transit modality service regularly stops to load or unload passengers.

Tree Removal: Cutting down, digging up, destroying, clearing, or otherwise taking a tree from the location in which it is growing; inflicting damage to the root system; girdling; storing materials, soil compaction, changing the natural grade above or below the root system or around the trunk; inflicting damage that permits fungus infection or pest infestation; excessive pruning; excessive thinning; excessive paving with concrete, asphalt or other impervious material in such proximity as to be harmful to the tree; excessive grading; or any act of intentional or reckless damage to a tree. Without limiting the foregoing, excessive pruning or thinning shall include pruning or thinning more than 25% of the leaf surface on both the lateral branch and the overall foliage of a mature tree and pruning or thinning that does not allow 1/2 of the foliage of a mature tree to remain evenly distributed in the lower 2/3rds of the crown and individual limbs; and excessive paving or grading shall include paving or grading over any part of the Critical Root Zone of a tree.

Turning Radius: the inside radius of the Vehicular Lanes available for a vehicle to make a turn, accounting for the presence of parking, bike lanes, medians or other features. ***See*** **Illustration 9.3.C-3 (Curb Radius). Table 5.2.2.G-1 (Thoroughfare Assemblies & Standards)** and **Illustration 9.3.T-4 (Turning Radius). See also Curb Radius.**

ILLUSTRATION 9.3.T-4 TURNING RADIUS



Two-Family Detached Dwelling: Separate Residential premises for only two Families within a Building, whether both Dwelling Units are on a single Lot or Building Site or Abutting Lots or Building Sites. A Duplex is a specific Building Type that may accommodate a Two-Family Detached Dwelling, but the terms are not synonymous.

U.

Usable Floor Area: The Floor Area within a Building, less the area of space used for utilities or storage.

$$\textit{Floor Area Within Building} - \textit{Space Used For Utilities or Storage} = \textit{Useable Floor Area}$$

Utility(ies): (1) As a Uses category under this Ordinance, the Uses category involving uses, activities, and equipment involved with the providing electricity, gas, water, sewage, telephone, cable, or other similar publicly regulated service, such category of Uses including without limitation Utility Lines, Utility Distribution / Substation / Switching Facility, and Utility Pumping Station (See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use);** (2) as a service, electricity, gas, water, sewage, telephone, cable, wireless communications, or other similar publicly regulated service provided by a Utility Provider.

Unified Control of a Landholder: With respect to a Planned Unit Development, control by a single Person of all land to be developed within the overall Planned Unit Development site.

Use: A specific function, activity, or purpose accommodated by or intended to be accommodated by land, a Lot, Building Site, or a Structure, or for which land, Lot, Building Site, or Structure is designed, arranged, intended, occupied or maintained. See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Use)** and **Table 4.3.9.A-2 Building, Lot & Building Site Accessory Uses).**

Utility Distribution / Substation / Switching Facility: Facility used for Utility distribution, including systems, and equipment used for such purposes.

Utility Facility: Premises used by a Utility Provider relative to providing a Utility service, including without limitation a Utility Pumping Station, a Utility Distribution / Substation/ Switching Facility, a water tower or tank, a Water Treatment / Supply Facility, a water or wastewater pump station, a water reclamation facility, a Sewage Facility, a Utility Generation Facility, a Wireless Communications Facility, a Communications Tower, or other facility used to provide a Utility service, excluding, however, Utility Lines.

Maintenance yard or Building (see Light Industrial Service), Utility office (see Office), TV and radio studio (see Office), and Reservoir or water supply (see Civic Space and Open Space) are not included in this Use Category.

Utility Generation Facility: Facility used for electric or gas power generation (except hydroelectric and nuclear), control and transmission. This definition includes systems that facilitate the sale of gas or electricity via power distribution systems operated by others, and gas or electric power transmission systems such as transmission towers, pipes or lines, and transformer stations, but does not include Utility Distribution / Substations / Switching Facilities.

Utility Line: A line used in providing a Utility service.

Utility Provider: A public or private entity or other Person engaged in generating, transmitting, distributing, or providing a Utility service.

Utility Pumping Station: A facility at which water, sewage, or other Utility fluids are pumped from one place to another.

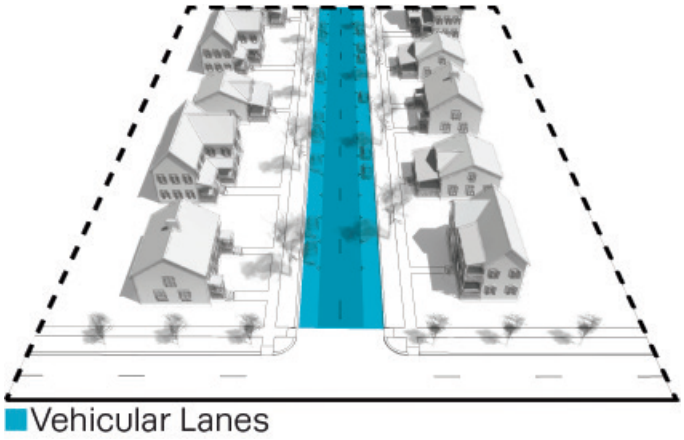
Utility Transmission Line: Line used for the movement of high-powered electricity or high-pressure gas.

V.

Variance: Relief granted by the Board of Zoning Appeals from a standard or requirement of this Ordinance, which is specifically provided for in this Ordinance or granted pursuant to the provisions of Article 8 (Administration, Procedure, & Enforcement).

Vehicular Lane: An area of a Thoroughfare or Internal Drive for parked or moving vehicles. See **Illustration 9.3.V-1 (Vehicular Lane).**

ILLUSTRATION 9.3.V-1 VEHICULAR LANE



Vessel: A Boat, yacht, ship, canoe, kayak, paddle board, jet-ski, or other recreational watercraft.

Veterinary Office, Clinic, or Hospital: Premises or an establishment offering Veterinary Services for animals.

Veterinary Services: Health or medical care provided to animals by a licensed veterinarian.

W.

Wall: A vertical Structure that (1) supports a Structure or (2) encloses or separates an area of land.

Wall Sign: The Sign Type described as such **in Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Warehouse Retail: A Retail establishment that has limited customer amenities and service and sells goods at discounted prices.

Warehousing: The indoor storage of goods, not including storage in Self-Service Storage facilities.

Warehouse: Premises used for Warehousing, not including Self-Service Storage facilities.

Warehouse and Freight Movement: Use sub-category of the Industrial Category characterized by the storage or movement of goods.

Not included in this sub-category are bulk storage of flammable liquids (see Heavy Industrial), Self-Storage Facilities, Mini-warehouse, multi-story enclosed storage facility, storage garages (see Self-Service Storage), Solid or liquid waste transfer, or composting (see Waste- Related Service).

Waste-Related Service: Use sub-category of Industrial Use category characterized by Uses that receive solid or liquid wastes from others for transfer to another location and Uses involving collection of sanitary wastes or manufacture or production of goods or energy from the composting of organic material.

Not included in this sub-category are:

Stockpiling of sand, gravel, or other aggregate materials (see Warehouse and Freight Movement).

Water Treatment / Supply Facility: facilities for the treatment and supply of potable, irrigation, or industrial water supply.

Wholesale Sales: the sale, lease, or rent of goods in large quantities primarily to industrial, institutional, and commercial business customers, which goods may or may not be resold at Retail by such customers.

Retail Sales, Personal Service, Repair, Arts, and Artisan Use, in-store sales, lease, or rental of consumer, household, or business goods, Warehousing or Freight Movement (see Warehouse and Freight Movement), and Warehouse or Wholesale Club (see Retail Sales and Service) are not included in Wholesale Sales.

Window Sign: The Sign Type described as such in **Table 7.1.2.B-1 (Sign Types - Summary)** and **Table 7.1.2.B-2 (Sign Types - Specific Standards).**

Winery: An establishment which is primarily used for the manufacture of vinous beverages in accordance with applicable state and local regulations.

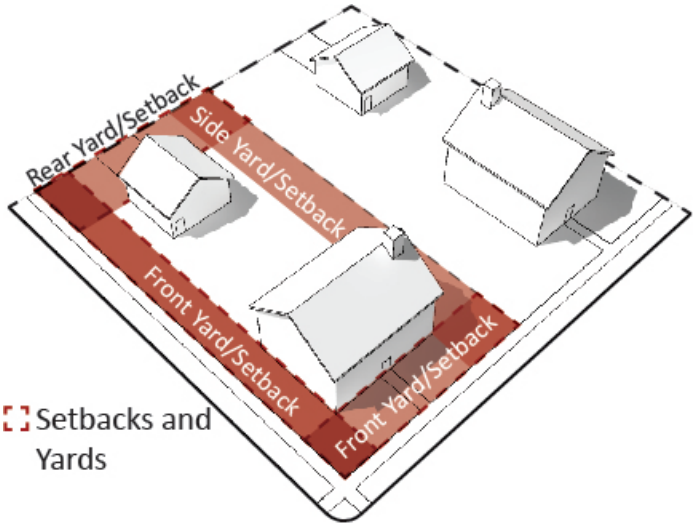
Wireless Communications Facility: Any facility for the receiving or transmitting of wireless signals for commercial purposes. As used herein the term shall include any necessary support structure, connection cables and equipment buildings as well as towers or monopoles.

Woodworking Shop: Premises at which wooden articles are made or repaired.

Y.

Yard or Setback Area: An open area within a Lot or Building Site on which there is a Building. Setback Areas or Yards are described by their positions within the Lot or Building Site, and their area is calculated as the shortest horizontal distance from a Lot or Building Site Line to the nearest foundation wall supporting Building on the Lot or Building Site. See "Front Setback, Setback Area, or Yard", "Street Setback, Setback Area, or Yard", "Rear Setback, Setback Area, or Yard", and "Side Setback, Setback Area, or Yard". See **Illustration 9.3.R-1 (Setback Areas or Yards).**

ILLUSTRATION 9.3.R-1 YARD / SETBACK AREAS



Z.

Zoning Administrator: The City Planner or other person designated to administer the provisions of Zoning Ordinance as described in Article 8.

Zoning Change: The Effective Date of any applicable Zoning Map Amendment (Rezoning) or of any applicable amendment of this Ordinance.

Zoning District: A Character District, Special District, Planned Unit Development District, or Civic District.

Zoning Map: The map or set of maps, which show the Districts, Thoroughfares and Internal Drives, and Special Requirements if any, of areas subject to, or proposed to be subject to, regulation by this Ordinance. The Zoning Map approved by the City Council, as the same may be amended from time to time, constitutes the Official Zoning Map of the City.

Zoning Permit: A permit required to Develop, construct, reconstruct, Improve, Alter, or use any Structure, Lot or Building Site.

REMAINDER OF PAGE

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Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

§ 9.3 Definitions

Home Occupation: any gainful occupation conducted entirely within a Dwelling solely by the owners- or tenant residents thereof as an Accessory Use, which does not change the character of the Structure as a Residence~~.~~; There are two types of Home Occupation: ~~provided that~~

(1) Minor Home Occupations: gainful occupation conducted entirely within a Dwelling which does not generate traffic from employees, customers, clients, or deliveries and bears no ~~said activity shall not occupy more than 50% of the Floor Area of the Dwelling, (2) there shall be~~ external evidence of the accessory commercial use;

(2) Major Home Occupation: gainful occupation conducted on a residential property which

a. generates some traffic from employees, customers, clients or deliveries;

b. bears some external evidence of the accessory commercial use; or

c. occurs within an accessory structure.

~~other than an Identification Sign, (3) no goods shall be kept, and (4) no mechanical or electrical equipment shall be used except customary household equipment; and provided further that the following are not allowed as~~ Home Occupations do not include~~:~~ Clinics, Hospitals, ~~Home Professional Office, barbershop, beauty shop~~, Restaurants~~,~~ Kennels, Auto Repair, ~~antique dealer, Retail sales on the premises~~, or loading of ammunition.

Updates the definition of Home Occupation to reflect new standards.

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

Kennel: Any ~~Structure or premises on~~place where ~~which four (4) or more~~ dogs, cats and/or other ~~household pets~~animals ~~over four (4) months of age~~ are kept for boarding, breeding, ~~selling,~~ grooming, or training, for compensation, excluding any otherwise conforming or lawfully nonconforming agricultural use.~~, however, any Structure or premises on which such animals are kept solely for Retail sale.~~ A Kennel may not be a Home Occupation.

Revises definition of Kennel to provide clarity and improve enforceability.

Short-Term Rental Unit: A Dwelling Unit ~~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, Townhouse, or multi-family Building having no more than 6 Dwelling Units,~~or Accessory Dwelling Unit which ~~Short-Term Rental Unit~~ is rented wholly or partially for a period of less than thirty (30) continuous days occupancy for a fee; specifically excluding however a "hotel" as defined in TCA section 68-14-302 or a "bed and breakfast establishment" or a "bed and breakfast homestay" as those terms are defined in TCA section 68-14-502, all as contemplated in TSA section 13-7-602. A Hotel, Extended Stay Hotel, Motel, Bed and Breakfast, or Inn is not a Short-Term Rental Unit.

Tobacco, Vape, and Cannabinoid Retailers: A retail sales operation that

(1) Devotes at least fifty-one percent of its floor area to the display, sale, distribution, delivery, offering, furnishing, or marketing of products intended for recreational/non-prescription use including but not limited to cigarettes, e-cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers; or

*Definition based on proportion of space **OR** proportion of sales*

Proposed Zoning Text Amendment

Additions are Underlined
~~Deletions are Strikethrough~~

(2) Earns at least fifty-one percent of gross sales from sale distribution, delivery, or marketing of products intended for recreational/non-prescription use including but not limited to cigarettes, e-cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers.

Q4 Zoning Text Amendment
Limited Use Standards

Project #:	24-0475	Location:	N/A
Applicant:	Kevin C. McCarthy, AICP	Case Type(s):	Text Amendment
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	N/A

SUMMARY

The applicant, the Zoning Administrator, requests to amend the text of Ordinance 4400, the zoning ordinance for the City of Columbia. This is the fifth of five rounds of zoning text amendments staff has presented 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 track changes documents. Specifically the proposal relates to the limited used standards in Article 4 as well as related definition and procedural references in Articles 9 and 8.

- 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 ~~strikethrough~~ and underlines.
- The specific limited uses impacted by this amendment include: Home Occupations; Bars, Taverns, and Nightclubs; retailers of CBD, Vape, and Tobacco; and Short Term Rentals.
- 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 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 changes to the future land use plan. It further directs staff to engage residents and property owners to solicit suggestions for further changes to the ordinance. As mentioned above, this is

the final round of zoning text amendments staff plans to present to the Planning Commission between December 2023 and December 2024.

The proposal includes the following changes:

- Home Occupations
    - Distinguishes between "Major" and "Minor" home occupations;
    - Creates a process to allow major home occupations as a conditional use approved by the Board of Zoning Appeals;
    - Continues to permit minor home occupations administratively; and
    - Modifies definition of Home Occupation and Kennels.
- Bars, Taverns & Nightclubs
    - Removes 500 ft exclusion from residential property;
    - Adds exclusions around schools and parks;
    - Prohibits the use on lots and building sites next to residentially zoned property; and
    - Requires a 50 ft separation from property in single-family use regardless of zoning.
- Vape, Tobacco & Cannabinoid Retailers
    - Creates a use category for Vape, Tobacco & Cannabinoid Retailers;
    - Creates a definition for Vape, Tobacco & Cannabinoid Retailers;
    - Imposes a 500 ft separation requirement;
    - Imposes a 500 ft exclusion around schools, parks, and religious facilities; and
    - Requires 50 ft separation from residentially zoned property.
- Short Term Rental
    - Removes requirement that all Short-Term Rentals be accessory uses in owner-occupied dwellings;
    - Modifies the definition of Accessory Dwelling Unit (ADU) to allow the use of ADUs as short-term rentals;
    - Creates an administrative review and permitting process;

- Removes prohibition on short-term rentals in single-family character districts and allows them as a conditional use approved by the Board of Zoning Appeals;
- Allows short-term rentals by administrative approval in mixed use character districts and special districts;
- Requires a local point of contact for each permitted short-term rental; and
- Removes onerous parking requirements for short-term rentals.

Planning staff will present detailed commentary at the December 4, 2024 meeting of the Planning Commission. The proposal

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 4541 AS AMENDED- AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING STANDARDS FOR SHORT TERM RENTAL USE WITHIN ARTICLE 4 AND ARTICLE 9 - CITYWIDE, MORE ATTRACTIVE, LIVABLE CITY.

RECOMMENDATION: Approve Ordinance No. 4541 as amended on second consideration.

INFORMATION: The Department of Development Services is requesting to amend the Article 4 of Zoning Ordinance 4400. The proposed amendments include Uses, Limitations and Standards regarding Short Term Rentals. The Planning Commission recommended approval of this request with a vote of 6-0 at their December 4, 2024 meeting with the conditions from the Planning Commission recommending:

• Modification of the Planning Fee Schedule for Short Rentals requiring Conditional Use Approval with the Board of Zoning Appeals to be $300 with staff approval of Short-Term Rentals being $150.

City Council took this matter into consideration on January 9, 2025 and referred the item back to Planning Commission for further review and recommendation at the February 12, 2025 meeting.

Planning Commission reviewed the request on February 12, 2025 and recommended the removal of the limited use standard (PL) of owner occupied in the currently allowed zoning districts for Short Term Rental Use. This allows the use in the CD-4, 4C, 5 and 5C districts. The accessory use table was left as originally recommended to council with the majority of districts allowing the use outright and/or through the conditional use process. This recommendation was approved by a vote of six to zero.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report, Ordinance No. 4541 as Amended, DS Staff Report.

AN ORDINANCE AMENDING ORDINANCE NO. 4400, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY AMENDING STANDARDS FOR SHORT TERM RENTAL USE WITHIN ARTICLE 4 AND ARTICLE 9

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 December 2024, and on the 12th day of February 2025, the Planning Commission reviewed and recommended specific changes in accordance to Section 8.5.18, to the Zoning Ordinance regarding Short Term Rental use within Article 4 and Article 9;

WHEREAS, said recommendations are being considered after a public hearing held on the 10th day of April, 2025, notice of which was published in the Daily Herald of Columbia twenty-one (21) days or more prior to said meeting.

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

Section 1: That Ordinance number 4400, the same being the Zoning Ordinance of the City of Columbia, Tennessee is hereby amended as follows:

The text within Zoning Ordinance 4400 Article 4.3.9.E.6.ll is hereby repealed and replaced with the following language:

> "**Short-Term Rental Units** shall be permitted in accordance with the applicable Use Table, subject to the following:
>
> (1) Permit Required

(a) No dwelling unit, accessory dwelling unit, or portion thereof shall be offered for rent as a Short-Term Rental unless the Zoning Administrator has first issued a short-term rental permit to the owner.

(b) Where the Building, Lot and Building Site Principal Uses Table identifies the principal use of a dwelling as a Short-Term Rental as permitted subject to limited use standards (PL), a Short-Term Rental may be established upon approval of a Short-Term Rental permit by the Zoning Administrator. The Zoning Administrator shall establish a process for review and issuance of permits for Short Term Rentals.

(c) Where the **Building, Lot and Building Site Principal Uses Table** identifies the accessory use of a dwelling as a Short-Term Rental as a Conditional Use (CU), a Short-Term Rental may be established only upon approval by the Board of Zoning Appeals. Such approval shall follow the process established at Section 8.5.16. The Zoning Administrator shall review such Short-Term Rental requests and recommend appropriate conditions of approval to the Board of Zoning Appeals. The Zoning Administrator shall issue a Short-Term Rental Permit only upon approval by the Board. The permit shall be subject to any unique conditions imposed by the Board. Conditional Use approval shall expire one year from date of issuance of the subsequent permit. The Board may authorize the Zoning Administrator to extend this time and renew the associated Short-Term Rental Permit, provided the operator adheres to all conditions of approval.

(d) Where the **Building, Lot and Building Site Accessory Uses Table** identifies accessory use of a dwelling, portion of a dwelling, or an accessory dwelling unit as permitted subject to limited use standards (PL), a Short-Term Rental may be established upon approval of a Short-Term Rental permit by the Zoning Administrator.

(e) If the Zoning Administrator denies a request for a Short-Term Rental permit, or revokes a previously issued permit, the applicant may appeal the decision to the Board of Zoning Appeals. Such a request shall be evaluated as a Conditional Use.

(f) A Short-Term Rental Permit shall expire one year from the date of issuance. Failure to renew the permit shall constitute a cessation of the Short-Term Rental and immediate change of use to Household Living.

(g) A Short-Term Rental Permit is granted to a specific operator for a specific dwelling unit or portion thereof and may not be sold or otherwise transferred. Changes in the ownership will result in revocation of the Short-Term Rental permit. A new Short-Term Rental Permit is required when the dwelling unit is sold or conveyed.

(2) Short Term Rental Local Point of Contact Designation

(a) The owner of a short-Term Rental shall designate a permanent local point of contact for each short-term rental property.

(b) If the owner is a natural person, the owner may serve as the local point of contact. Alternatively, the owner may designate another natural person over the age of eighteen as the short-term rental point of contact.

(c) Where Short-Term Rental is the principal use of a dwelling, the name and telephone number of the local point of contact shall be conspicuously posted where it can be seen by guests and law enforcement.

(d) The short-term rental local point of contact must be available to be contacted by the City at all times

(e) Failure of the local contact person to be available at all times for contact by the City constitutes an instance of non-compliance which may result in revocation of the Short-Term Rental permit

(f) When the local point of contact is notified by phone or email that the guests at a short-term rental are violating City ordinances or policies, the local contact person shall communicate with the owner, and the owner shall immediately commence remedial action and cause the violation to cease.

(3) Short-Term Rental operators shall provide a parking plan demonstrating sufficient parking for guests.

(a) Where Short-Term Rental is the principal use of the dwelling, the minimum number of parking spaces shall be equivalent to that required by **Table 4.3.12.B-1 Vehicular Parking Requirements** for a Single-Family Detached Dwelling.

(b) Where Short-Term Rental is the accessory use of dwelling, portion of the dwelling, or accessory dwelling unit, the minimum number of parking spaces shall be equivalent to that required by **Table 4.3.12.B-1 Vehicular Parking Requirements** for the principal use, plus one.

(4) Events are not permitted in conjunction with a short-term rental use. Examples of events include, but are not limited to, weddings, receptions, anniversaries, private parties, banquets, and business seminars.

(5) External alterations or site improvements that change the residential character of the Lot or Building Site upon which a Short-Term Rental is located are prohibited.

(6) Short-Term Rental properties must meet all applicable requirements of the state and local building, fire safety, and property maintenance codes.

(7) Short-Term Rental operators and their guests shall comply with the laws of the state of Tennessee and all ordinances of the City of Columbia.

(8) The Zoning Administrator may revoke a Short-Term rental permit for violations of these standards, violation of any City of Columbia Ordinances, or failure to adhere to conditions of approval imposed by the Board of Zoning Appeals."

Zoning Ordinance 4400 Table 4.3.9.A-2 Building, Lot and Building Site Accessory Use is hereby amended to reflect the following allowance of conditional use (CU), Permitted Limited (PL) and Not Permitted (NP):

ACCESSORY 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
Short-Term Rental Unit	CU	CU	CU	PL	PL	PL	PL	CU	PL	PL	NP	CU	CU	NP

Zoning Ordinance 4400 Table 4.3.9.A-1 Building, Lot and Building Site Principal Use is hereby amended to reflect the following allowance of conditional use (CU), Permitted Limited (PL) and Not Permitted (NP):

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
Short-Term Rental Unit	NP	NP	NP	PL	PL	PL	PL	NP	NP	NP	NP	NP	NP	NP

Zoning Ordinance 4400 Table 4.3.12.B-1 Vehicular Parking Requirements for the Principal Use "Short-Term Rental Unit" is hereby removed.

Zoning Ordinance 4400 Article 4.3.9.E.6.a Accessory Dwelling. The following language is hereby removed: "An Accessory Dwelling Unit may not be used for Transient accommodations or as a Short-Term Rental Unit."

Zoning Ordinance 4400 Article 9.3.S. Definitions. The term Short-Term Rental Unit is hereby repealed and replaced with the following language:

"Short-Term Rental Unit: A Dwelling Unit or Accessory Dwelling Unit which is rented wholly or partially for a period of less than thirty (30) continuous days occupancy for a fee; specifically excluding however a "hotel" as defined in TSA section 68-14-302 or a "bed and breakfast establishment" or a "bed and breakfast homestay" as those terms are defined in TSA section 68-14-502, all as contemplated in TSA section 13-7-602. A Hotel, Extended Stay Hotel, Motel, Bed and Breakfast, or Inn is not a Short-Term Rental Unit."

Section 2: That pursuant to Section 8.5.18.J.4, the City Council makes the following specific findings:

a. The proposed Zoning Ordinance Amendment is consistent with the remainder of this Ordinance, including, specifically, any purpose and intent statements;
b. The proposed Zoning Ordinance Amendment does not represent a new idea not considered in this Ordinance, but does represent a revision necessitated by changing circumstances over time;
c. The proposed Zoning Ordinance Amendment does not correct an error in this Ordinance; and
d. The proposed Zoning Ordinance Amendment is not a revision of this Ordinance for the purpose of complying 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 10th day of April, 2025.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

APPROVED FOR FIRST CONSIDERATION:

_____

ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration:_____

Q4 Zoning Text Amendment
Limited Use Standards

Project #:	24-0475	Location:	N/A
Applicant:	Kevin C. McCarthy, AICP	Case Type(s):	Text Amendment
Staff Planner:	Kevin C. McCarthy, AICP	Proposed Use:	N/A

SUMMARY

The applicant, the Zoning Administrator, requests to amend the text of Ordinance 4400, the zoning ordinance for the City of Columbia. This is the fifth of five rounds of zoning text amendments staff has presented 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 track changes documents. Specifically the proposal relates to the limited used standards in Article 4 as well as related definition and procedural references in Articles 9 and 8.

- 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 ~~strikethrough~~ and underlines.
- The specific limited uses impacted by this amendment include: Home Occupations; Bars, Taverns, and Nightclubs; retailers of CBD, Vape, and Tobacco; and Short Term Rentals.
- 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 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;*
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