City of Columbia City Council Agenda

May 7, 2026 - 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 Carl McCullen, 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

Public Comments are welcome under Section 11 of the Agenda. Please sign the sign-up sheet before the meeting begins. 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. 4589 - AN ORDINANCE IN ACCORDANCE WITH ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ADOPTING THE HISTORIC DISTRICT DESIGN GUIDELINES OF THE CITY OF COLUMBIA, TENNESSEE CONCERNING PROPERTIES WITHIN THE ATHENAEUM, BARROW COURT, DOWNTOWN COMMERCIAL, WEST 6TH STREET/MAYES PLACE AND WEST 7TH STREET/WEST END HISTORIC OVERLAY DISTRICTS - DEVELOPMENT SERVICES DEPARTMENT.**

   RECOMMENDATION: Conduct the Public Hearing.

   INFORMATION: Development Services is requesting the Historic Design Guidelines be adopted by ordinance. The Historic Zoning Commission along with the Consultant, Cultural Resource Analysts, Inc., developed and approved design guidelines for the City of Columbia historic overlay districts. These guide the Commission through their duties to review and approve projects in the five districts: Athenaeum, Barrow Court, Downtown Commercial, West 6th Street/Mayes Place and West 7th Street/West End. The required notice of Public Hearing was advertised in Main Street Maury on April 15, 2026.

   ATTACHMENTS: Staff Report Ordinance No. 4589 PH, Ordinance No. 4589, Ordinance No. 4589 Exhibit A.

2. **PUBLIC HEARING ON ORDINANCE 4590 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN FOR LOT 1B OF THE HONEY FARMS PUD, OFF NASHVILLE HIGHWAY AND LEAFCUTTER BEE ROAD AT TAX MAP 51 PARCEL 58.07 - DEVELOPMENT SERVICES DEPARTMENT.**

   RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The applicant is proposing the development of a 2,550 sq. ft. Taco Bell quick serve restaurant with drive-thru on this lot in the commercial section of Honey Farms, known as Honey Farm Crossing Lot 1B. The Planning Commission reviewed this request and recommended approval with a vote of six to zero. The required notice of Public Hearing was advertised in Main Street Maury on April 15, 2026.

ATTACHMENTS: Staff Report Ordinance No. 4590 PH, Ordinance No. 4590, Ordinance No. 4590 Exhibit A, DS Staff Report.

3. **PUBLIC HEARING ON RESOLUTION NO. 26-36 - RESOLUTION SUPPLEMENTING AND AMENDING THE CITY'S MASTER WATER BOND RESOLUTION TO AUTHORIZE THE EXECUTION, TERMS, AND DELIVERY OF A STATE REVOLVING FUND LOAN AGREEMENT IN A MAXIMUM PRINCIPAL AMOUNT OF $75,000,000 (PUBLIC HEARING TO BE HELD AFTER 6 P.M.) - CITY MANAGER'S OFFICE.**

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: CPWS has requested City Council approve this low interest financing utilizing the State Revolving Loan to help fund long-range water supply. The required public meeting notice was published in Main Street Maury on Wednesday, April 29, 2026 along with being published on both the City's and CPWS's websites.

ATTACHMENTS: Staff Report Resolution No. 26-36 PH, Resolution No. 26-36, Resolution No. 26-36 Exhibit A.

1 CALL TO ORDER/ROLL CALL.

2 INVOCATION.

3 PLEDGE OF ALLEGIANCE.

4 APPROVAL OF AGENDA.

5 PRESENTATIONS.

5.1. PRESENTATION FROM OUR LOCAL ARMY RECRUITING OFFICE OF COLUMBIA, CELEBRATING THE ACHIEVEMENTS

AND COMMITMENT OF OUR FUTURE SOLDIERS WHO HAVE CHOSEN TO SERVE, WHILE STRENGTHENING COMMUNITY SUPPORT FOR THEIR JOURNEY (REGULAR MEETING ONLY)

5.2. RECOGNITION OF MAYOR'S YOUTH COUNCIL (REGULAR MEETING ONLY)

5.3. PRESENTATION OF A PROCLAMATION IN RECOGNITION OF NATIONAL PUBLIC WORKS WEEK (REGULAR MEETING ONLY)

5.4. PRESENTATION OF A PROCLAMATION FOR POLICE WEEK (REGULAR MEETING ONLY)

5.5. PRESENTATION BY ARTS COUNCIL CHAIRMAN WARREN FELDS ON THE ART EXHIBIT AT PRYOR ART GALLERY (STUDY SESSION ONLY)

6 ORGANIZATIONAL BUSINESS.

6.1. APPROVE THE MINUTES OF THE APRIL 9, 2026 CITY COUNCIL MEETING - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

ATTACHMENTS: April 9, 2026 City Council Minutes.

7 CONSENT AGENDA

7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF MARCH 2026 IN THE AMOUNT OF $8,025,927.91 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: March 2026 Disbursements.

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

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

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

ATTACHMENTS: May 2026 Surplus List.

7.3. APPROVE A THREE-YEAR AGREEMENT WITH HENDERSON, HUTCHERSON AND MCCULLOUGH FOR AUDITING SERVICES AND ALLOW EXECUTION OF ANNUAL AUDIT CONTRACT FOR THE CURRENT FISCAL YEAR - FINANCE.

RECOMMENDATION: Approve and authorize the Mayor to execute a contract with Henderson, Hutcherson and McCullough for auditing services for the fiscal year ending on June 30, 2026.

INFORMATION: The City Council awards the City's audit service contract on a three-year basis. The previous contract with Henderson, Hutcherson and McCullough (HHM) was approved on May 11, 2023 (FY 2023, FY 2024 and FY 2025), The 2023 audit contract was completed with the successful conclusion of the audit for the year ended June 30, 2025.

In a letter dated March 5, 2026 to provide audit services, HHM provides fiscal year audit costs for the current fiscal year (FY 2026) and the provision for two (2) annual renewals of the award based upon City Council authorization.

The $55,000 financial state audit contract amount for FY 2026 includes a provision for additional services that may be needed. These include $15,000 if a special purpose "single-audit" is performed. The purpose of a "single audit" is to evaluate the City's accounting practices for federal assistance, including federal grant funds. The City's grants activity has exceeded the threshold that triggers a single-audit for the last three consecutive years). In addition, $2,500 is included for a chart-of-accounts crosswalk required by the Comptroller's Office and $6,000 for completing a "financial review" with annual financial report for the Columbia Industrial Development Board. The IDB review and financials are funded by the IDB using Columbia IDB funds.

If the three-year agreement is approved, then a contract for FY 2026 audit services will be prepared and submitted using the Comptroller's Office's web-based contract system and sent to the City for approval. The final one-year contract will include a maximum allocated travel and other out-of-pocket expenses not to exceed $2,500, if applicable.

ATTACHMENTS: Staff Report HHM Auditor, HHM Agreement Letter.

7.4. APPROVE AND AUTHORIZE THE MAYOR TO SIGN AGREEMENT AND ALL RELATED DOCUMENTS WITH CUSTOM DESIGN TO IMPLEMENT AN HRA PROGRAM SPECIFIC TO WEIGHT LOSS DRUGS - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City proposes removing GLP-1 medications from its formulary for weight loss specific usage only effective 7/1/26 due to the high and rising cost for these drugs. GLP-1 medication expenses comprised 20% of our pharmaceutical spend during the last year. The City also recognizes the value of these medications to alleviate approved medical conditions.

Sherrill Morgan recommends offering a program where plan participants are reimbursed by a Health Reimbursement Account (HRA) versus the pharmacy formulary at a significant cost savings to the City’s Health Plan. Approved participants would submit an annual letter to the HRA. Approval status would follow from plan participant’s physician certifying that the participant has met qualifying co-morbidities. The participant’s physician would then send prescriptions to a direct-to-consumer pharmaceutical program of the employees’ choice, e.g., GoodRx, Remedy Meds, or manufacturer direct program. Once an expense is incurred by the participant, the participant may then submit a request for reimbursement to the HRA for out of pocket expenses not to exceed $400 per month.

The cost for HRA administration is $3.95 per participant per month with a minimum administrative fee amount of $125 monthly. In addition, one-time start-up fees total $775. Annual savings are estimated to total $119,712 to the City’s Health Plan.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are available and unencumbered in the Insurance Fund.

ATTACHMENTS: Staff Report HRA, HRA Administrative Services Agreement.

7.5. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT WITH HYDRATE WITH US FOR THE RENTAL OF FOUR WATER SERVICE UNITS AT CITY HALL IN THE AMOUNT OF $389.96 PER MONTH AND A ONE-TIME $720 INSTALLATION FEE - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: The City would like to enter into a new lease agreement with Hydrate With Us for the rental of 4 water units to supply clean drinking water in the City Recorder's Office, Development Services and 2nd and 3rd floor kitchens at City Hall. The service agreement includes annual maintenance and parts and labor for repairs. The cost of the 4 water units is $389.96 per month and a one-time installation fee of $720 ($180 per unit).

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in General Govt – Misc. – Operating Supplies.

ATTACHMENTS: Staff Report Hydrate With Us, Hydrate With Us Agreement.

7.6. APPROVE THE PURCHASE OF A 2026 KME K180 RESCUE/PUMPER FROM SAFE INDUSTRIES IN THE AMOUNT OF $925,000 UTILIZING HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING PROGRAM - FIRE & RESCUE.

RECOMMENDATION: Approve.

INFORMATION: Columbia Fire & Rescue requests City Council approval for the acquisition of a 2026 KME Panther Pumper from Safe Industries utilizing the H-GAC Purchasing Program.
If approved, this apparatus will replace a 2002 Pierce fire truck that

has reached the end of its service life and is experiencing increasing maintenance demands.

This unit is a modern pumper apparatus designed to meet current NFPA standards and operational needs, including enhanced safety features, improved pumping capabilities, and updated technology for frontline response.

Columbia Fire & Rescue recommends proceeding with this purchase at this time due to continued increases in fire apparatus costs and extended build timelines across the industry.

The total purchase price is $925,000.

CERTIFICATION: The Chief Financial Officer certifies that funds will be budgeted in Capital – Fire Suppression – Auto in appropriation amendment #4 for first consideration in May and second in June.

ATTACHMENTS: Staff Report KME K180, Executed Contract - Allsource Enterprises, Columbia FD KME Proposal, Model 2106-10 REV3-KME Layout and photos, Safe Retail GSO 12038 Specifications.

7.7. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE ADDENDUM NO. 4 TO THE AGREEMENT WITH BARGE DESIGN SOLUTIONS FOR THE IRON BRIDGE ROAD OVER LYTLE CREEK BRIDGE REPLACEMENT PROJECT IN THE AMOUNT OF $16,000 - WARD 3 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve and authorize the mayor to execute Addendum No. 4 with Barge Design Solutions.

INFORMATION: The City Council approved an agreement on August 13, 2020 with Barge Design Solutions for the Iron Bridge Road over Lytle Creek Bridge Replacement Project. Amendment No. 4 is for additional services related to the design to suspend a conduit under the bridge to accommodate a future waterline and ARAP permit application fees. CPWS will reimburse the city $15,500 for the design for waterline provisions and the city will reimburse Barge Design the $500 ARAP application fee. The attached modified scope of work and

fee of the design portion would increase the contract by $16,000, which brings the total contract amount to $557,108.

CERTIFICATION: The Chief Financial Officer certifies that funds will be budgeted in Capital – General – Bridge Replacement (Iron Bridge/Lytle Creek) in appropriation amendment #4 for first consideration in May and second in June.

ATTACHMENTS: Staff Report Barge Design Solutions Addendum No. 4, Barge Design Solutions Addendum No. 4.

7.8. APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE CHANGE ORDER NO. 3 FOR THE FY2024-2025 STREET RESURFACING CONTRACT BETWEEN THE CITY OF COLUMBIA AND VOLUNTEER PAVING EXTENDING THE CONTRACT TIME BY 352 DAYS - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Change Order No. 3.

INFORMATION: On June 12th 2024, City Council approved and authorized a bid award with Volunteer Paving for street resurfacing within Wards 1,2,3,4, and 5.

The purpose of this Change Order is to extend the original contract time by 352 days.

ATTACHMENTS: Staff Report Volunteer Paving Change Order No. 3 , Change Order No. 3.

7.9. APPROVE THE 2026 STREET RESURFACING LIST AND AUTHORIZE EXPENDING $1,000,000 TOWARDS THE STREET RESURFACING CONTRACT - WARDS 1, 2, 3, 4, AND 5 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: A list of streets that are proposed for paving was created based on field observations and a Street Database Program. All wards of the City were considered to determine the paving needs and to make efficient use of the available funds. This list depends on agreement from all utilities that no project conflicts exist, and paving

will not begin until confirmation is obtained from each utility. 40% of the list consists of alternate roadways that have been approved by the City Council as part of the FY 2024-2025 paving Contract. This $1 million serves as a supplemental budget for street paving in the City of Columbia and covers a little over 6 road miles.

CERTIFICATION: The Chief Financial Officer certifies that $1,000,000 will be budgeted in General Fund – Misc. – Street Paving in appropriation amendment #4 for first consideration in May and second in June.

ATTACHMENTS: Staff Report 2026 Street Resurfacing, 2026 Potential Paving List, 2026 Paving List Map.

7.10. APPROVE AND AUTHORIZE THE MAYOR TO SIGN AND EXTEND THE AGREEMENT WITH FREEDOM HILL LAND MANAGEMENT FOR MOWING ABANDONED AND NEGLECTED PROPERTIES - FINANCE.

RECOMMENDATION: Approve the extension of another three (3) year agreement for mowing abandoned and neglected properties.

INFORMATION: From time to time the City requires mowing services for properties that have been neglected or abandoned by the owners. The intervention by the City only occurs after the owners are given certified notice of the conditions of the property. Charges incurred by the City become claims against the property.

In addition to the neglected properties, the City acquires properties through delinquent tax sale that require maintenance during the growing season. Mowing of these City-owned properties is also included within this agreement.

The last component of the proposed services includes building security of abandoned properties. Security measures consist of boarding windows and doors to restrict access to the properties without extraordinary efforts. These measures are taken for public health and safety.

An Intent to Bid (ITB) for mowing services was opened on March 26,

2026 and no bid was submitted. Freedom Hill Land Management was the previous vendor. Freedom Hill has agree to continue services at the same rate as approved in 2023.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in Dev Services – Abatements.

ATTACHMENTS: Staff Report Freedom Hill Land Management, Freedom Hill Land Management 2026.

7.11. APPROVE THE PURCHASE OF A KUBOTA SKID STEER S SERIES SVL75-3HFWVCC WITH RELATED ATTACHMENTS FOR USAGE PRIMARILY AT RIDLEY SPORTS COMPLEX AND OTHER PARKS AS NEEDED IN THE AMOUNT OF $109,998.33 UTILIZING STATE OF TN SOURCEWELL CONTRACT #25720 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia Parks and Recreation Department is requesting the purchase of a Kubota Skid Steer S Series SVL75-3HFWVCC with related attachments for usage primarily at Ridley Sports Complex in the amount of $109,998.33 utilizing State of TN Sourcewell contract #25720. The Kubota SVL-75 tracked skid-steer offers enhanced traction on uneven terrain and exceptional stability on slopes, effectively distributing weight to minimize ground damage and improve operator safety. Additionally, this equipment will prove invaluable when paired with a Forestry attachment, helping to enhance the aesthetics of our park system and reclaim valuable space. Then, the versatility of the skid-steer with its other compatible attachments ensures its utility across a wide range of tasks. Also, offering the capability of flooding clean up of brush and walkway debris at Riverwalk Park.

CERTIFICATION: The Chief Financial Officer certifies that funds will be budgeted in Capital – Parks – Auto in appropriation amendment #4 for first consideration in May and second in June.

ATTACHMENTS: Staff Report Kubota Skid Steer, Kubota skid steer quote Sourcewell contract.

7.12. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE SETTLEMENT AGREEMENT WITH JNS, LLC WITH NO COST TO THE CITY - CITY ATTORNEY'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: It is requested Council approve the settlement agreement with JNS, LLC. There is no cost to the City.

ATTACHMENTS: Staff Report Settlement Agreement JNS, LLC, Settlement Agreement and Mutual Release JNS.

8 ADMINISTRATION.

9 RESOLUTIONS.

9.1. RESOLUTION NO. 26-32 – TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 26-32.

INFORMATION: The City Recorder is presenting tax corrections through 4/23/2026 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report Resolution No. 26-32, Resolution No. 26-32, Resolution No. 26-32 Exhibit A.

9.2. RESOLUTION NO. 26-33 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING HOWELL RESIDENCE - W 7TH STREET - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 26-33.

INFORMATION: Howell Residence - W 7^{th} Street consists of 100 linear feet of 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. 26-33, Resolution No. 26-33, Resolution No. 26-33 Dedication of Sewer Letter, Resolution No. 26-33 Affidavit for Sewer.

9.3. RESOLUTION NO. 26-34 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING THE LANDINGS AT GREENS MILL PHASE 2A - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 26-34.

INFORMATION: The Landings at Greens Mill Phase 2A consists of 4031 linear feet of 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. 26-34, Resolution No. 26-34, Resolution No. 26-34 Lien Affidavit, Resolution No. 26-34 Dedication Letter.

9.4. RESOLUTION NO. 26-35 - RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 26-35.

INFORMATION: CPWS has requested City Council approve this low interest financing utilizing the State Revolving Loan to help fund long-range water supply.

ATTACHMENTS: Staff Report Resolution No. 26-35, Resolution No. 26-35, Resolution No. 26-35 Exhibit A.

9.5. RESOLUTION NO. 26-36 - RESOLUTION SUPPLEMENTING AND AMENDING THE CITY'S MASTER WATER BOND RESOLUTION TO AUTHORIZE THE EXECUTION, TERMS, AND DELIVERY OF A

STATE REVOLVING FUND LOAN AGREEMENT IN A MAXIMUM PRINCIPAL AMOUNT OF $75,000,000 - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 26-36.

INFORMATION: CPWS has requested City Council approve this low interest financing utilizing the State Revolving Loan to help fund long-range water supply.

ATTACHMENTS: Staff Report Resolution No. 26-36, Resolution No. 26-36, Resolution No. 26-36 Exhibit A.

10 ORDINANCES.

10.1. 1ST CONSIDERATION OF ORDINANCE NO. 4585– AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE NO. 4544, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, SOLID WASTE, CAPITAL PROJECTS, GRANTS, AND WASTEWATER FUNDS AND ESTABLISH THE DATE OF JUNE 11, 2026 AS THE DATE OF PUBLIC HEARING - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4585 on first consideration and establish the date of June 11, 2026 as the date of public hearing.

INFORMATION: The proposed ordinance is the third amendment to the FY 2026 Appropriation Ordinance, impacting the General, State Street Aid, Solid Waste, Capital Projects, Grants, and Wastewater Funds.

Within this budget amendment, the following items are included:

• Budget/Transfer funds from General Fund ($1,326,650 from General funds and $165,000 from Tourism Enhancement funds) to Capital Projects for Communications Equipment ($36,650), Burn Box ($219,000), Drag Machine (sports tourism - $55,000), Skid Steer (sports tourism - $110,000), reduce Parks salaries by $200,000, reduce ARC Machinery by $400,000 and increase ARC HVAC by combined amount, Fire Truck ($925,000),

• Budget $144,000 for CPWS and Benchmark increases,
• Haz-Mat payment from Tennessee Southern Railroad ($7,496.77),
• Neel Schaffer - assessment along Nashville Hwy at Baker Rd & Burt Dr totaling $20,000,
• Budget 2026 Fire Rescue Squad Grant in amount of $9,450,
• Budget $550,000 for Engineering for Pumpkin Creek Project.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2026 by $3,457,247 to $188,428,637.

ATTACHMENTS: Staff Report Ordinance No. 4585, Ordinance No. 4585, Ordinance No. 4585 Supporting Documents, Ordinance No. 4585 Budget Summary.

10.2. 1ST CONSIDERATION OF ORDINANCE NO. 4586 – AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2026 ON ALL TAXABLE PROPERTY AT THE RATE OF $0.8251 PER $100.00 AND ESTABLISH THE DATE OF JUNE 11, 2026 AS THE DATE OF PUBLIC HEARING - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4586 on first consideration and establish the date of June 11, 2026 as the date of Public Hearing.

INFORMATION: Annually, the City Council adopts the property tax rate by Ordinance. This proposed Ordinance calls for the tax rate of $0.8251 per $100.00 of assessed value for the 2026 City taxes.

ATTACHMENTS: Staff Report Ordinance No. 4586, Ordinance No. 4586.

10.3. 1ST CONSIDERATION OF ORDINANCE NO. 4587 – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2026 THROUGH JUNE 30, 2027 AND ESTABLISH JUNE 11, 2026 AS THE DAY OF PUBLIC HEARING - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4587 on first consideration and establish the date of June 11, 2026 as the date of public hearing.

INFORMATION: Each year, pursuant to the City Charter, the City Council considers the formal adoption of the City budget through an appropriation ordinance for the coming year. The proposed budget was delivered to the City Council at the May 7th study session. The Wastewater budget was presented to the City Council in April one-on-one sessions. One-on-one meetings were held for review of other departments and funds in advance of first consideration. Additional meetings will be scheduled as necessary. A Public Hearing is required prior to second consideration and will be scheduled for June 11, 2026. Required publication of the tentative Appropriation Ordinance was made in the Main Street Maury newspaper on May 6, 2027.

Per past practice, the City Council is being requested to advance the Appropriation Ordinance for the upcoming fiscal year based upon the appropriations listed in the proposed budget. The total proposed budget is $84,442,401.

Second consideration and final adoption of the proposed ordinance is tentatively scheduled for June 11, 2026.

ATTACHMENTS: Staff Report Ordinance No. 4587, Ordinance No. 4587.

10.4. 1ST CONSIDERATION OF ORDINANCE NO. 4588 - AN ORDINANCE TO APPROVE THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2026-2027 FISCAL YEAR - HUMAN RESOURCES.

RECOMMENDATION: Approve Ordinance No. 4588 on first consideration.

INFORMATION: Each year, the Classification and Compensation Plan for employees is reviewed and updated as needed. This year's plan adjusts the salary range by 3.5%. Employees that are full-time

or part-time regular will receive a 4% pay increase.

No new positions are being added to this plan.

Two (2) positions are proposed for FY2026-2027:

- One (1) additional Police Officer
- One (1) additional Fire Engineer
- In addition, three (3) positions have been modified which include:
- Adding one (1) FT Codes Enforcement Officer and removing one (1) PT Codes Enforcement Officer
- Adding one (1) FT Assistant Director for Parks and removing one (1) FT Equipment Operator and one (1) FT Rec. Aide II
- Adding two (2) Recreation Coordinators and removing five (5) PT Lifeguards

ATTACHMENTS: Staff Report Ordinance No. 4588, Ordinance No. 4588, Ordinance No. 4588 Exhibit A.

10.5. 1ST CONSIDERATION ON ORDINANCE 4589 - AN ORDINANCE IN ACCORDANCE WITH ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ADOPTING THE HISTORIC DISTRICT DESIGN GUIDELINES OF THE CITY OF COLUMBIA, TENNESSEE CONCERNING PROPERTIES WITHIN THE ATHENAEUM, BARROW COURT, DOWNTOWN COMMERCIAL, WEST 6TH STREET/MAYES PLACE, AND WEST 7TH STREET/WEST END HISTORIC OVERLAY DISTRICTS - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance 4589 on first consideration.

INFORMATION: Development Services is requesting the Historic Design Guidelines be adopted by ordinance. The Historic Zoning Commission along with the Consultant, Cultural Resource Analysts, Inc., developed and approved design guidelines for the City of

Columbia historic overlay districts. These guide the Commission through their duties to review and approve projects in the five districts: Athenaeum, Barrow Court, Downtown Commercial, West 6th Street/Mayes Place and West 7th Street/West End.

ATTACHMENTS: Staff Report Ordinance No. 4589, Ordinance No. 4589, Ordinance No. 4589 Exhibit A.

10.6. 1ST CONSIDERATION ON ORDINANCE 4590 - AN ORDINANCE TO AMEND ORDINANCE 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN FOR LOT 1B OF THE HONEY FARMS PUD, OFF NASHVILLE HIGHWAY AND LEAFCUTTER BEE ROAD, AT TAX MAP 51 PARCEL 58.07 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance 4590 on first consideration.

INFORMATION: The applicant is proposing the development of a 2,550 sq. ft. Taco Bell quick serve restaurant with drive-thru on this lot in the commercial section of Honey Farms, known as Honey Farm Crossing Lot 1B. The Planning Commission reviewed this request and recommended approval with a vote of six to zero.

ATTACHMENTS: Staff Report Ordinance No. 4590, Ordinance No. 4590, Ordinance 4590 Exhibit A, DS Staff Report.

11 PUBLIC COMMENT.

12 OTHER BUSINESS.

13 EXECUTIVE SESSION.

14 ADJOURNMENT.

15 UPCOMING EVENTS.

15.1. GRASS VOLLEYBALL - MAY 4TH-JUNE 29TH, MONDAY NIGHTS - 6:00-8:00 P.M. - RIDLEY SOCCER CHAMPIONSHIP FIELD

15.2. TOUCH A TRUCK - SATURDAY, MAY 9, 2026 - 2:00-4:00 P.M. - RIVERWALK PARK

15.3. COLUMBIA POLICE DEPARTMENT'S MEMORIAL SERVICE - TUESDAY, MAY 12, 2026 - 7:00 P.M. - PLEASANT HEIGHTS BAPTIST CHURCH, 2712 TROTWOOD AVENUE.

15.4. GIRLS IN SPORTS PROGRAM - MAY 18 - 22, 2026 - 5:00-7:00 P.M. - RIDLEY SPORTS COMPLEX (AGES 10-13)

15.5. COLUMBIA AQUATICS AND RECREATION CENTER OUTDOOR POOL OPENING - SATURDAY, MAY 23, 2026

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. 4589, AN ORDINANCE IN ACCORDANCE WITH ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ADOPTING THE HISTORIC DISTRICT DESIGN GUIDELINES OF THE CITY OF COLUMBIA, TENNESSEE CONCERNING PROPERTIES WITHIN THE ATHENAEUM, BARROW COURT, DOWNTOWN COMMERCIAL, WEST 6TH STREET/MAYES PLACE, AND WEST 7TH STREET/WEST END HISTORIC OVERLAY DISTRICTS.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: Development Services is requesting the Historic Design Guidelines be adopted by ordinance. The Historic Zoning Commission along with the Consultant, Cultural Resource Analysts, Inc., developed and approved design guidelines for the City of Columbia historic overlay districts. These guide the Commission through their duties to review and approve projects in the five districts: Athenaeum, Barrow Court, Downtown Commercial, West 6th Street/Mayes Place and West 7th Street/West End. The required notice of Public Hearing was advertised in Main Street Maury on April 15, 2026.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance 4589 PH Staff Report; Ordinance 4589; Exhibit A.

AN ORDINANCE TO ADOPT AND RATIFY THE HISOTRIC DISTRICT DESIGN GUIDELINES CONCERNING PROPERTIES WITHIN THE ATHENAEUM, BARROW COURT, DOWNTOWN COMMERCIAL, WEST 6TH STREET/MAYES PLACE, AND WEST 7TH STREET/WEST END HISTORIC OVERLAY DISTRICTS.

WHEREAS, Section §13-7-402 of the Tennessee Code Annotated empowers the city to establish historic districts and regulate the construction, repair, alteration, rehabilitation, relocation and demolition of any building or other structure which is located or is proposed to be located within its boundaries; and

WHEREAS, the City of Columbia has created a Historic Zoning Commission, and the Historic Zoning Commission developed and approved updated Historic District Design Guidelines on December 12, 2019, after the involvement and participation of the public and owners within the Athenaeum, Barrow Court, Downtown Commercial, West 6th Street/Mayes Place and West 7th Street/West End districts; and

WHEREAS, The Zoning Ordinance of the City of Columbia, Historic Zoning Commission Powers and Duties under Article 8.3.5.G.6, authorizes the Historic Zoning Commission to develop design review guidelines and to apply such design guidelines when granting or denying a Certificate of Appropriateness. Said design guidelines are being considered after a public hearing held on the 14th day of May, 2026, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, twenty-one (21) days or more before said hearing.

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

Section 1: That the City of Columbia Historic District Design Guidelines, which are attached hereto as Exhibit A and incorporated herein by reference, are approved, adopted, and ratified.

Section 2: That ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 11th day of June, 2026.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

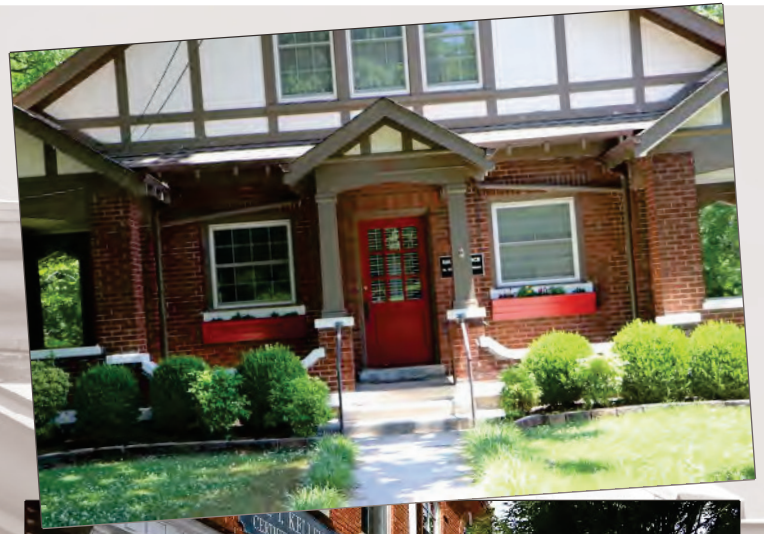
_____
JAKE HUBBELL, CITY ATTORNEY

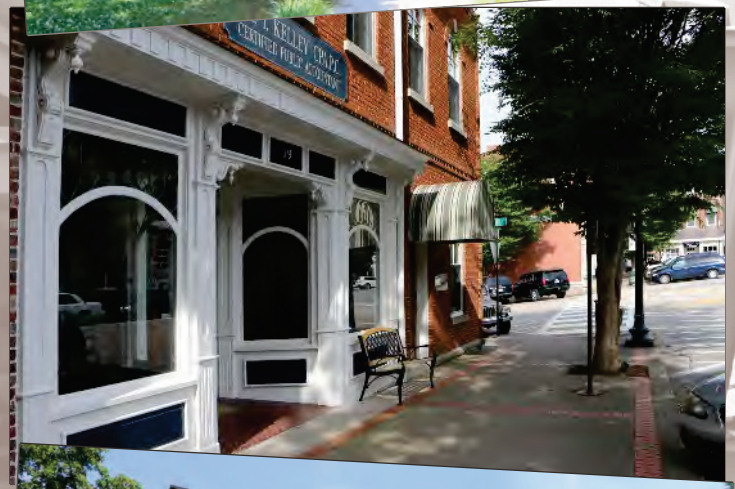
APPROVED FOR FIRST CONSIDERATION:

_____
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration: _____





CITY OF COLUMBIA, TENNESSEE

HISTORIC DISTRICT DESIGN GUIDELINES

DECEMBER 2019

CITY OF COLUMBIA, TENNESSEE

HISTORIC DISTRICT DESIGN GUIDELINES

City of Columbia
Development Services
931.560.1560

Approved 12/12/19

ACKNOWLEDGMENTS

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VICE MAYOR

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CITY MANAGER

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This project was made possible in part by a grant from the National Park Service,

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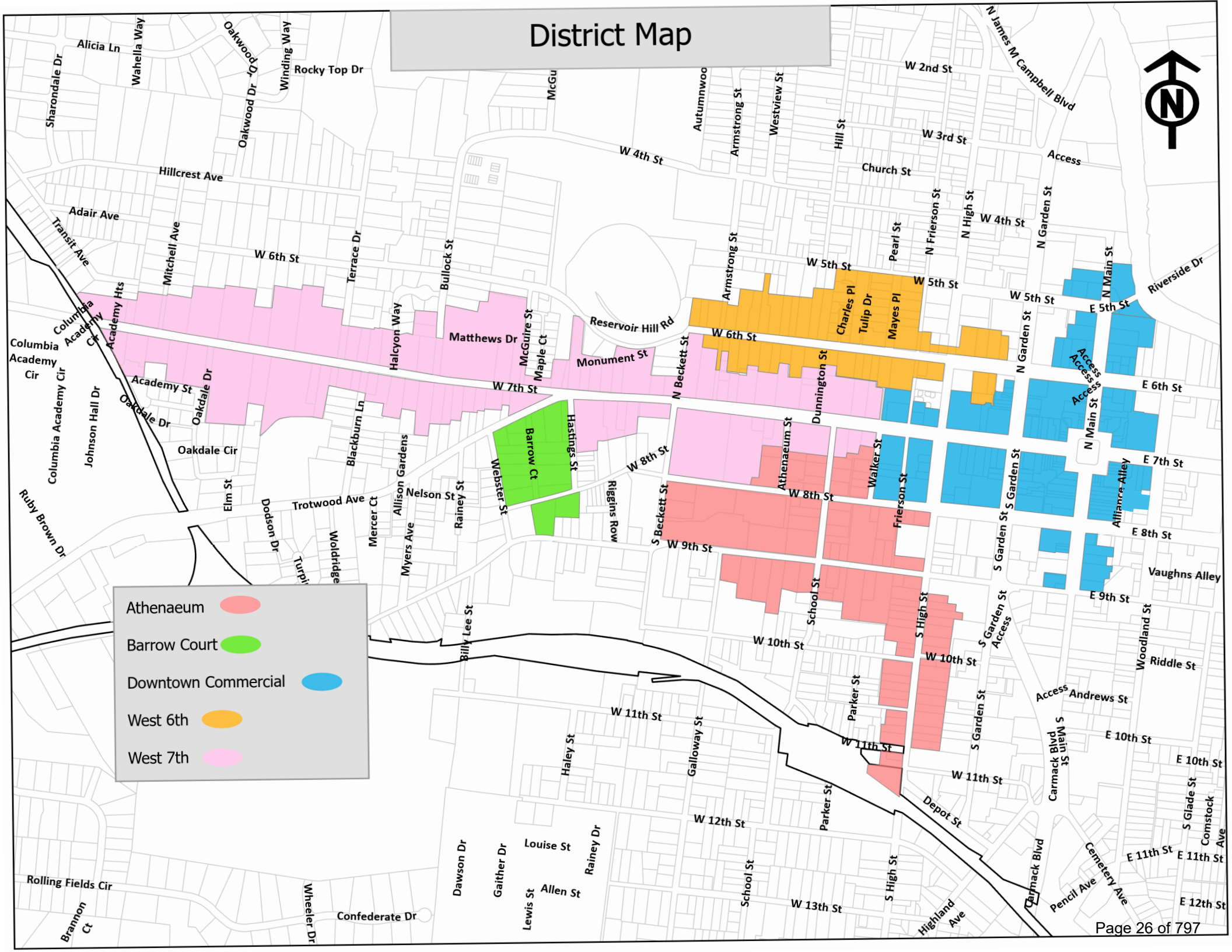
District Map



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HISTORIC PLACES IN COLUMBIA

Prepared by Ms. Jennie Jo Hardison

As of 2019, there are 69 places in Maury County, Tennessee, listed on the National Register of Historic Places, including 37 properties in Columbia. In addition, there are two National Historic Landmarks in Columbia—James K. Polk Home, designated October 15, 1966, and Rattle and Snap, designated November 8, 1971.

There are also five locally designated historic districts in Columbia, which are the subject of this document:

The **West Sixth and Mayes Place Historic District** was listed in the National Register of Historic Places on February 25, 1978. One house in this district—the Mayes-Hutton House—was individually listed in the National Register on July 8, 1970.

The **Columbia Commercial Historic District** was listed in the National Register of Historic Places on August 16, 1984. There are four properties within the district that are individually listed in the National Register—Polk Sister's House, listed on May 21, 1975; State Bank of Tennessee, listed on November 2, 1978; First United Methodist Church, listed on August 30, 1984; and the United States Post Office and Courthouse, listed on September 11, 2018.

The **Columbia West End Historic District** was listed in the National Register of Historic Places on March 13, 1986. There are three individual properties within the district listed in the National Register—Lucius Frierson House, listed on September 1, 1978; Church House (Barrow House), listed on October 19, 1978; and St. Peter's Episcopal Church, listed on June 27, 1979.

The **Athenaeum Historic District** was designed by the City of Columbia. There are four individual properties within the district listed in the National Register—The Athenaeum, listed on April 24, 1973; Rally Hill, listed on August 16, 1984; and Union Station, listed on October 23, 1986.

1 INTRODUCTION

SOMETHING SPECIAL AROUND EVERY CORNER

Columbia is a vibrant, growing city focused on sound decision-making and proactive planning directed at coordinating the future of the community. Key to Columbia's future is its unique sense of place—rooted in its diverse historic neighborhoods and business district—that captures the history of the community and continues to attract residents, business owners, and visitors alike. Thus, it is no surprise that the City has long placed an emphasis on balancing growth and development with a reverence for the past and a desire to preserve, enhance, and promote the authentic historic fabric of the community.

The City's commitment to historic preservation is complemented by the public's recognition of the importance of maintaining harmony of past and present in sustaining the cultural heritage and identity of the community. This document supports such balance. Drafted with input from property and business owners, the Historic Zoning Commission (HZC), the Department of Development Services, and other interested parties, the guidelines herein establish a set of standards that reflect the community vision and provide a framework for historic preservation in Columbia's historic districts.

GUIDING PRINCIPLES FOR HISTORIC PRESERVATION

Through discussion with local stakeholders, the following guiding principles for historic preservation in Columbia emerged, which inform the design guidelines:

EMBRACE INDIVIDUALITY

None of Columbia's historic districts are exactly alike. Recognizing the individual character of each area through the preservation of authentic features is critical to promoting the cultural identity of the larger community.

SUPPORT THE COMMUNITY'S SENSE OF PLACE

A strong cultural identity encourages community appreciation and local investment. Embracing the community's sense of place through preservation of our historic fabric fosters a sense of community pride, promotes visual interest, and enriches our understanding of the past.

PROMOTE RESPONSIBILITY

Providing property owners with the tools necessary to be a partner in the preservation of the community is critical to the success of the City's historic preservation program.

BALANCE PRESERVATION AND MODERN NEEDS

Allowing for active use and enjoyment of our heritage assets is essential to the well-being of Columbia as a vibrant, living community. Paramount to this is the appropriate balance between preservation and adaptation and innovation, which bring new life to buildings over time.

WHY IS HISTORIC PRESERVATION IMPORTANT?

Historic preservation is about more than protecting individual pieces of history. When integrated into broader planning processes, preservation promotes healthy, resilient communities that are both culturally vibrant and economically strong. Preservation also supports efforts to engage responsible growth and development in ways that respect and leverage our heritage assets as key components of the future.

STRONG COMMUNITIES. Preservation strengthens neighborhoods and central business districts through the protection of our historic fabric and unique sense of place, which promote community pride and contribute to the economic and cultural vibrancy of our city.

COMMUNITY VITALITY. Preservation balances the retention of our community's distinct historic fabric with new investment and community innovation, the combination of which are critical to attracting new residents, business owners, and visitors seeking a special community.

ECONOMIC DEVELOPMENT. Preservation not only stabilizes and improves property values but also encourages reinvestment in our community core, which supports job creation and economic growth, fosters small business growth, and leverages private capital.

HEALTHY COMMUNITIES. Preservation supports our community's commitments to environmental stewardship by leveraging existing resources and embracing healthy community design that emphasizes walkable, mixed-use areas and pedestrian-friendly designs that support community activity.

COLUMBIA'S HISTORIC PRESERVATION PROGRAM

In 2001, the City of Columbia was designated a Certified Local Government (CLG), demonstrating the city's commitment to historic preservation. Administered by the Tennessee Historical Commission (THC) and the National Park Service (NPS), the CLG program is a local, state, and federal partnership that links communities across the country in the shared goal of protecting significant historic properties through planning. As a CLG community, the City of Columbia has access to a network of technical support and funding opportunities for historic preservation.

Requirements of the CLG program include but are not limited to:

- Adopting and enforcing a local historic preservation ordinance that provides for designation and protection of historic properties;
- Establishing a qualified architectural review board responsible for oversight of changes to protected historic properties;
- Maintaining a system for the survey and inventory of historic properties; and
- Providing for public participation in the local historic preservation program.

Administration of Columbia's historic preservation program is provided for under the Zoning Ordinance of the City of Columbia, Tennessee (Reference "A"). Adopted by City Council, the ordinance defines the authority for designation and regulation of historic districts and landmarks; establishes the Historic Zoning Commission, a knowledgeable body appointed by the mayor to carry out the City's historic preservation

program; and defines a collaborative design review process through which property owners and members of the HZC work together to achieve appropriate solutions for the city's heritage assets.

The ordinance requires property owners to receive a Certificate of Appropriateness (COA) prior to making certain exterior changes to buildings designated as historic landmarks or located in city historic districts. This approval is received through the design review process administered by the HZC in partnership with the Department of Development Services. As is the case for each locally-designated historic district in Tennessee, approvals are based on a defined set of criteria (design guidelines) for evaluating the appropriateness of a proposed change to a designated historic property.

The guidelines presented in this document provide the criteria for evaluating projects in Columbia's historic districts. Rooted in accepted preservation standards and practical considerations, the design guidelines seek to promote the goals of the community and enhance the ability of property owners to make informed decisions on how best to protect the historic character of our heritage assets. Specifically, the design guidelines are intended to:

- Help property owners make informed decisions regarding proposed design solutions;
- Provide a consistent basis for the HZC to make reasonable, defensible decisions;
- Promote goal-oriented, context-sensitive approaches to historic preservation; and
- Minimize the potential for negative impacts to Columbia's historic districts.

PLANNING AND DEVELOPMENT IN COLUMBIA

The historic preservation program is just one component of the planning and development process in Columbia. Designation of historic districts and the use of design guidelines supplement rather than replace other city requirements. Property owners are responsible for making sure they are in compliance with all applicable standards, codes, and regulations.

ZONING ORDINANCE

Beyond authorizing the historic preservation program, the Zoning Ordinance for the City of Columbia, Tennessee, establishes regulations for everything from property use and building placement to the design of additions and new construction.

BUILDING CODE

Based on statewide and national standards, local building codes provide minimum standards for construction, electrical and plumbing installation, fire safety, and property maintenance to ensure public safety, health, and welfare.

PROPERTY MAINTENANCE CODE

The City of Columbia Codes Enforcement Department monitors the regular upkeep of properties throughout the city and addresses violations that negatively impact property values and the safety, cleanliness, and appeal of local neighborhoods.

PUBLIC WORKS

The Public Works Department maintains landscaping on city property, city parks, street lighting, and the public right-of-way (public streets, curbs, and sidewalks), excluding those maintained by the state. Public Works is also responsible for sanitation in the city.

For additional information on City of Columbia standards, codes, and regulations, contact the Department of Development Services at City Hall or visit www.columbiatn.com/government/development_services.

NATIONAL PARK SERVICE PRESERVATION STANDARDS

The National Park Service maintains a comprehensive website dedicated to historic preservation and the Standards for the benefit of owners of historic properties.

Illustrated copies of the Standards, case studies, and other technical resources are available from the NPS at nps.gov/tps/standards.htm.

Design guidelines for every CLG community across the country are based on the Secretary of the Interior's Standards for the Treatment of Historic Properties (hereafter referred to as the Standards) (see page 5). Developed by the National Park Service, the Standards promote responsible stewardship of historic properties with an emphasis on maintaining the character-defining features that make a place special.

The Standards and Guidelines for rehabilitation provide the foundation for this document. As defined by the NPS, rehabilitation is "the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values." Put simply, rehabilitation allows for modern-day use of historic buildings while also retaining their most important features. This is accomplished through maintenance of historical materials and carefully-considered, well-planned changes that respect the historic character of a place.

Other standards incorporated into this document come from related NPS materials such as the Preservation Briefs (nps.gov/tps/how-to-preserve/briefs.htm), a collection of more than 40 easy-to-read publications that provide guidance for common issues ranging from repairing wood windows to making historic buildings accessible. Also incorporated into the guidelines is information derived from the NPS Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings (nps.gov/tps/sustainability.htm), which offer guidance on how to take advantage of inherently sustainable aspects of historic buildings and appropriately incorporate new technologies.

APPLYING THE STANDARDS TO COLUMBIA'S GUIDELINES

Because the Standards were developed to be relevant to all historic properties in communities across the country, they were not intended to provide exact guidance for specific issues related to a particular building in a particular community. Rather, the NPS acknowledges that it is the responsibility of the local community to make informed decisions in consideration of both the Standards and local values.

The Standards' ten guiding principles for rehabilitation serve as the guide for these decisions and are the foundation for the design guidelines in this document. At the basic level, these principles promote:

- Planning projects with an understanding of a building's character and significance;
- Considering the potential impacts of a project on the character of the surrounding area;
- Retaining character-defining features and materials;
- Repairing rather than replacing historic materials to the extent feasible;
- Replacing deteriorated or missing features with in-kind or approved alternative materials;
- Designing alterations and additions so that they do not cover or destroy significant features; and
- Embracing compatible contemporary design that is sympathetic to existing architecture.

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that can cause damage to historic materials will not be used.

8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

USING THE DESIGN GUIDELINES IN COLUMBIA'S DISTRICTS

The design guidelines are intended to be a user-friendly tool that supports the goals for Columbia's historic preservation program as authorized in the local zoning ordinance. The guidelines build upon the framework identified in the ordinance to more thoroughly address important concepts and serve as a guide for preservation in Columbia's historic districts. This is accomplished through explanatory materials and illustrations that better enable property owners to make informed decisions, navigate the design review process, and receive a COA for their projects.

The guidelines are an aid to decision-making and should be used to evaluate the appropriateness of a proposed change in consideration of a property's individual character and that of the overall district. They are intended to promote flexible, goal-oriented and context-sensitive approaches that respect the historic integrity of our heritage assets.

DESIGN GUIDELINES AND COMMON MISCONCEPTIONS

There are many misconceptions about the purpose of historic preservation, local regulation, and design guidelines. It is important to understand that guidelines do not...

…require property owners to involuntarily make changes to their properties;

...restrict the sale or rental of a property;

...regulate use or occupation of a property (that's zoning);

...stipulate use of a specific product or brand;

...regulate interior changes to a building (unless they impact exterior appearance); or

...limit creativity or dictate a specific design solution.

WHO USES THE GUIDELINES?

The guidelines provide a common set of standards for all parties involved in projects that impact Columbia's historic districts. There are four primary groups involved in such projects:

PROPERTY OWNERS AND CONTRACTORS

Property owners—as well as their chosen architects, engineers, and contractors—use the guidelines when planning a project that impacts the exterior of a property located in a historic district.

DEVELOPMENT SERVICES STAFF

The Department of Development Services has a dedicated staff member responsible for coordination of the City's historic preservation program. Staff uses the guidelines when providing technical assistance to property owners, completing administrative reviews, and making recommendations to the HZC.

HISTORIC ZONING COMMISSION MEMBERS

Members of the HZC use the guidelines when reviewing projects proposed by applicants to determine if the project should be approved in consideration of the applicable standards. The guidelines help ensure that reviews are consistent and fair.

COMMUNITY MEMBERS

Members of the public—including property owners in a historic district in which a project is proposed—use the guidelines and design review process to express their desires for smart growth and development in a way that respects Columbia's cultural identity.

APPLYING THE GUIDELINES

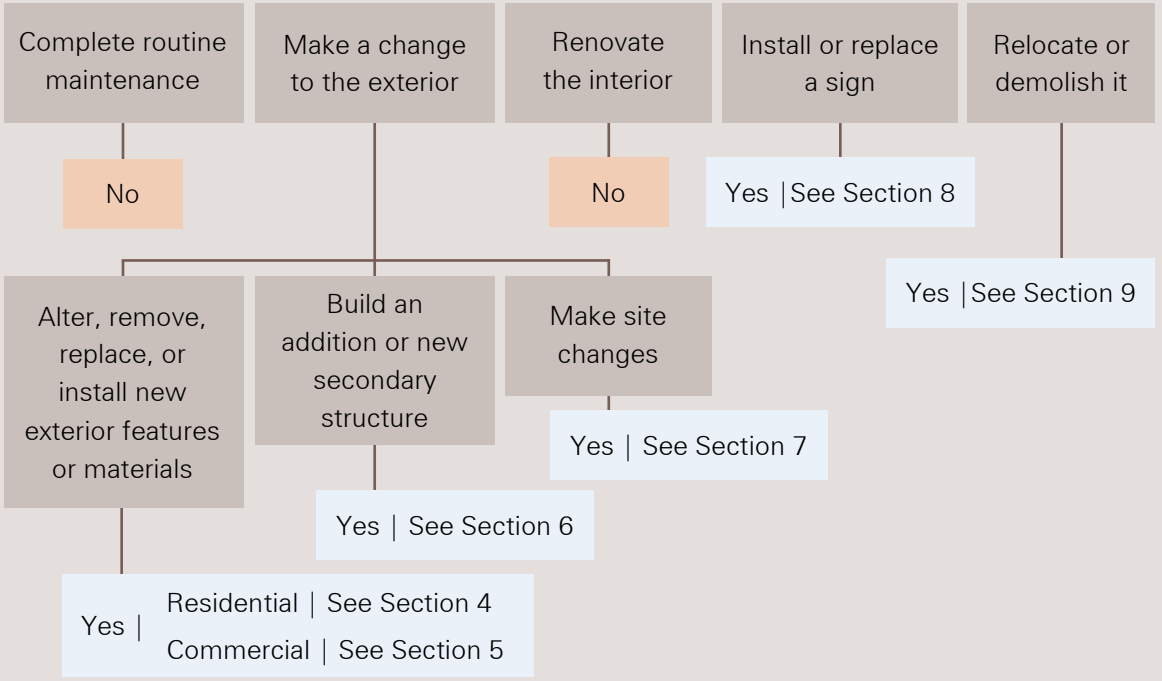
Applying the guidelines is a dynamic process. For every project, multiple considerations must be carefully evaluated, including project goals, preservation concerns, compatibility with the surrounding district, and practicality. Rather than dictating a specific answer for every situation, the guidelines outline appropriate treatment approaches that should be used to guide the decision-making process.

For any given project, a balance must be achieved in meeting specific guidelines. While all relevant guidelines should be appropriately met by a project, the reality is that certain guidelines are often weighed as more important than others in consideration of the details of a project, the character of the property, and the surrounding context. As such, you may find that a project concretely meets certain guidelines while others are addressed more abstractly but the overall project still meets the intent of the design guidelines and the Secretary of the Interior's Standards. This is not unusual and is to be expected in a dynamic, living community. The important thing to remember is that balance and flexibility are natural and mutually achievable alongside consistent decision-making based on accepted preservation standards.

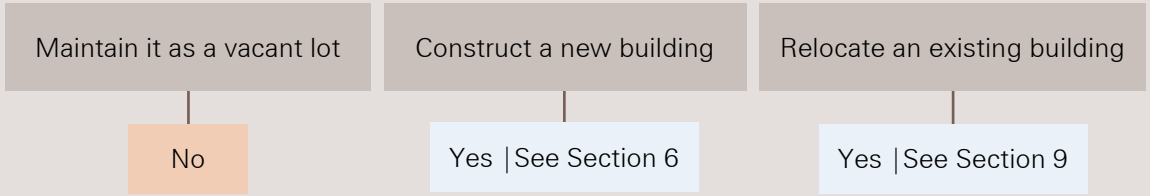
With this, it is important to remember that guidelines do not and cannot address every possible circumstance. The final decision as to how to address projects not covered under a specific guideline relies upon the professional expertise of the HZC.

DO I NEED TO USE THE GUIDELINES FOR MY PROJECT?

I HAVE AN EXISTING BUILDING AND I WANT TO...



I HAVE A VACANT LOT AND I WANT TO...



2 DESIGN REVIEW

PLANNING A SUCCESSFUL PROJECT

Every project is unique. The strategy that best meets the need of each project will vary considerably depending on the goals of the project, the characteristics of a particular building, and the broader setting in which a property is located.

While every project is different, establishing a standard approach to project planning can help property owners successfully navigate the design review process and receive project approval. This goal is supported by the design guidelines and the HZC, whose members seek to facilitate a smooth review process and help property owners achieve the best path forward.

1 DEVELOP AN UNDERSTANDING OF YOUR PROPERTY

Successful project planning starts before work on a project begins. It is rooted in developing a thorough understanding of the important features of your property, which will help you make an informed decision about potential projects and how they might impact your property's historic character.

Research and physical review of your property are equally important tasks in this and can help you identify how your building fits into the story of the community and how it has evolved over time. Key elements of developing an understanding of your property include:

- Identifying important features associated with your building's architecture;
- Comparing your property to others of a similar style and period of construction;
- Determining key historic features and those that have been added or changed over time;
- Assessing material conditions and planning for future maintenance;
- Evaluating how your property relates to adjacent buildings, streetscapes, and landscapes; and
- Photographing your property as an important record of change over time.

2 DETERMINE YOUR NEEDS AND PROJECT PRIORITIES

With a solid understanding of your property, you are better equipped to evaluate the short- and long-term needs of your property and the options that best meet your goals. For example, you might think that you need an addition but discover that you can reconfigure

DISTRICT CONTACTS

Did you know that each of Columbia's historic districts has a resident representative who can provide insight on proposed projects and help make sure you are prepared to complete the design review process? For a list of current representatives, please contact the Department of Development Services, 700 North Garden Street, 931-560-1560.

interior spaces to meet your needs, thus avoiding costly exterior changes.

Using the information you collected during Step 1, you can develop a priority list for projects in consideration of your needs and budget. Working through your list with an understanding of your property's character will allow you to identify manageable objectives and develop individual project concepts. In this, it is important to remember that although it might be tempting to jump into a major improvement project, you should prioritize your projects according to your property's needs. In general, the following prioritization is recommended:

- Priority 1. Life-safety and health issues that compromise the longevity of the property, such as foundation instability or a collapsing roof.
- Priority 2. Condition issues that have the potential to evolve into a more serious problem if ignored.
- Priority 3. Minor maintenance and repair issues resulting from normal wear and tear of a property.
- Priority 4. Improvement projects that enhance aesthetics or functionality.

3 DETERMINE PERMIT AND PROJECT APPROVAL REQUIREMENTS

Once you identify a project concept in Step 2, you should identify applicable local requirements, including those for zoning approvals, building permits, and historic district design review. Identifying these requirements at the outset of a project helps save time and money and makes for a smoother overall process.

Design review for properties in Columbia's historic districts is an important part of this process. Broadly speaking, the design review process applies to all projects that impact the exterior appearance of a property. However, routine maintenance and exterior changes such as painting of non-masonry items do not require review. A list of common projects and design review requirements can be found in Appendix D.

4 DEVELOP YOUR PROJECT CONCEPT USING THE DESIGN GUIDELINES

Projects undertaken in Columbia's historic districts should be planned in consideration of the design guidelines provided in this document. Planning a project with the guidelines in mind from the start promotes efficient completion of the design review process.

- Begin by reviewing the basic principles of the guidelines and the Standards.
- Determine which sections of the guidelines apply to your project.
- Discuss the guidelines and your project needs with your architect and contractor, if applicable.
- Ask for clarification from Development Services staff, if necessary.
- Expand your project concepts in consideration of the applicable guidelines.
- File required application materials and proceed through the design review process.
- Review your construction start date to ensure adequate time for the approval process.

HISTORIC PRESERVATION AS A SUSTAINABLE PRACTICE

Historic preservation and sustainability go hand-in-hand. Preservation not only promotes reuse of existing resources but also minimizes the need for large expenditures of energy to produce new materials and buildings. Secondary benefits are also realized through the preservation of walkable communities and mixed-use areas that take advantage of existing infrastructure near the core of the community.

The design guidelines recognize the dual importance of preservation and innovation in sustainable solutions. When appropriately balanced, the embracing of inherently sustainable qualities of historic buildings alongside the incorporation of new technologies maximizes the potential for both cost and energy savings. As such, the guidelines allow for flexibility in incorporating alternative materials and energy-efficient technologies that do not compromise a property's historic character.

- Consider goals for energy savings and energy efficiency at the beginning of a project and proactively plan for how best to balance such goals with a property's historic character.
- Capitalize on the inherently "green" or energy-efficient features of historic buildings and develop a plan to maximize their effectiveness as part of project plans. Enhance rather than replace features such as deep-set porches and entries that moderate temperature fluctuations; high ceilings that promote vertical air flow; masonry materials with natural insulating properties; operable double-hung windows that provide natural lighting, passive heating, and cross-ventilation; and pitched roofs that allow heat to pass upward away from living areas.
- Prioritize preservation, repair, and reuse of durable historic materials to minimize waste.
- If new materials are necessary, place an emphasis on materials that are high quality, durable, and responsibly produced. Avoid products made with chemicals or processes that are harmful to the environment.
- Ensure that new materials and technologies do not detract from the historic character of the property on which they are located. Consider locations out of public view or incorporate screening mechanisms to reduce visibility.
- Sustainability is about more than just the environment. It also places an emphasis on supporting local economies. Where possible, use locally produced materials and employ local craftspersons and suppliers.

COLUMBIA'S DESIGN REVIEW PROCESS

PROJECT TYPES

Projects can be classified as routine maintenance, a minor project, or a major project.

ROUTINE MAINTENANCE is repair or maintenance of any material or feature to correct deterioration, decay, or damage with no change in design, material, or exterior appearance.

MINOR PROJECTS are those that do not result in a substantial change to the visual character of a property. These include, for example, in-kind or compatible replacement of roofing materials, exterior siding, and windows and doors or minor site work.

MAJOR PROJECTS are those that involve a substantial change in the appearance of a property, including, for example, a change in exterior materials, new construction, signage, and relocation and demolition.

See Appendix D for a listing of common projects and review classifications.

Columbia's design review process has been developed as a collaborative process carried out by property owners, Development Services staff, and the HZC. While design review might sound intimidating, Columbia's process is intended to provide a clear and effective path through which projects can move forward in a timely manner.

DESIGN REVIEW BASICS

WHICH PROPERTIES AND PROJECTS ARE SUBJECT TO DESIGN REVIEW?

The design review process is applicable to all properties in Columbia's historic districts. All new construction, demolition, and alterations that require a building permit or result in a change to the exterior appearance of a property must be reviewed and approved prior to the start of work.

WHAT LEVEL OF REVIEW IS REQUIRED?

Routine maintenance requires no design review.

Minor projects that can be determined to meet the guidelines can be reviewed and administratively approved by Development Services staff. This allows you to move forward with a project and receive necessary building permits and planning approvals.

Minor projects that cannot be readily determined to meet the guidelines and major projects (for example, new construction and substantial material alterations) must be submitted to the HZC for review and approval prior to the initiation of work.

WHAT IS A COA?

The Certificate of Appropriateness serves as the record of approval for a project and provides the necessary documentation for a property owner to receive required building permits and/or planning and zoning approvals.

Once issued, a COA is valid for the duration of the project so long as it is started within one year of approval. After this time, a COA is null and void unless a request for an extension is filed. If no such request is filed, the project must again be submitted and approved prior to starting work.

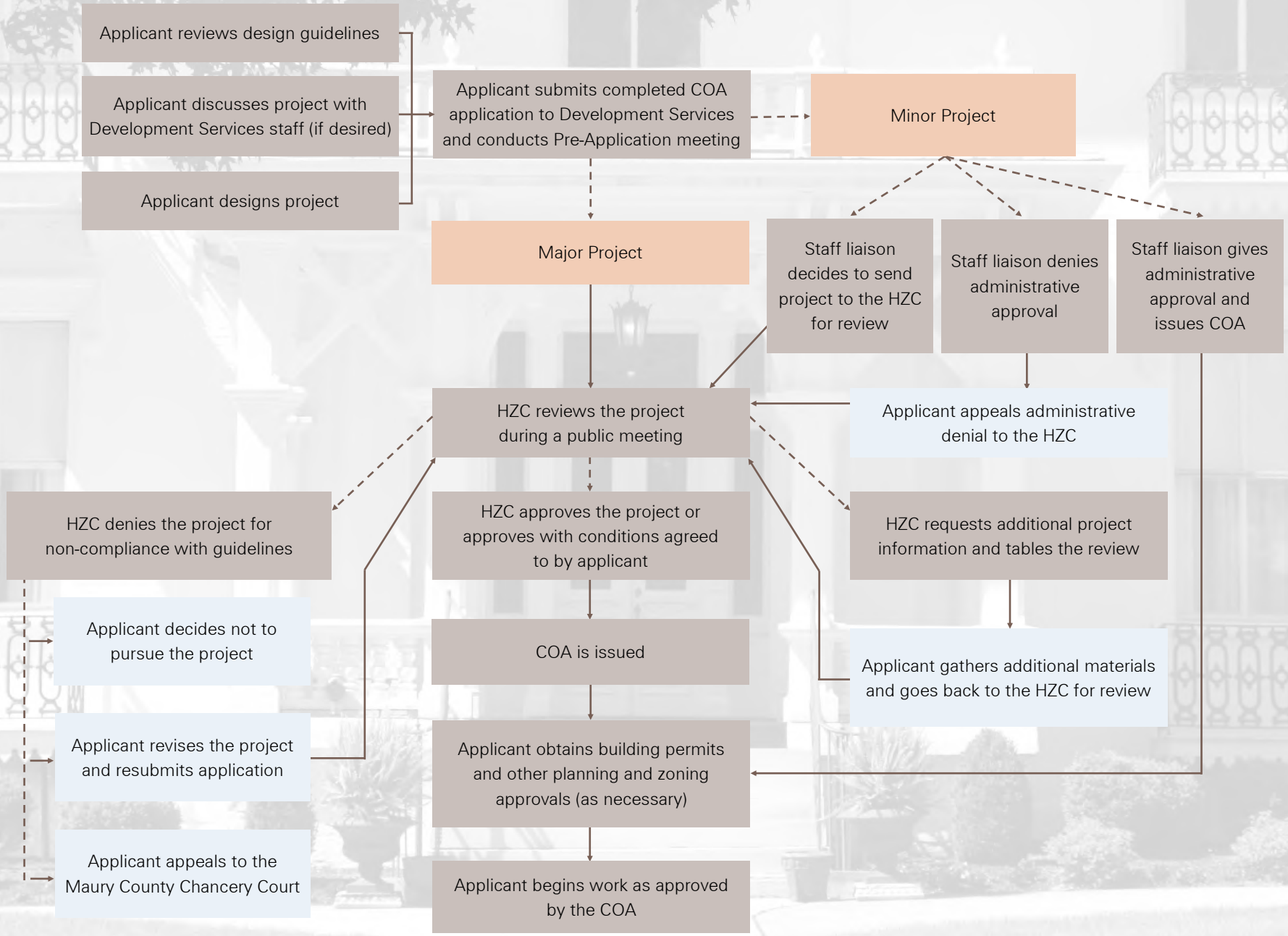
WHAT ARE THE RESPONSIBILITIES OF THE PROJECT APPLICANT?

It is the responsibility of property owners and project applicants in a historic district to be familiar with the design guidelines and the design review process. Applicants are fully responsible for complying with the requirements of the design review process, initiating the design review process with Development Services, and submitting all necessary application materials.

WHAT HAPPENS IF I DO NOT GO THROUGH THE DESIGN REVIEW PROCESS FOR A PROJECT?

Property owners that begin work on a project without approval or with an expired approval are subject to civil penalties consistent with violations of the zoning ordinance, including fines. Property owners can also be issued an injunction or stop work order.

THE DESIGN REVIEW PROCESS



APPLICATION BASICS

REQUIREMENTS

Every project must have a completed application that details the proposed scope of work. Applications will not be reviewed or forwarded to the HZC unless they are complete.

You can get a copy of the COA application at the Development Services counter at City Hall or on the Development Services website. A copy of the COA requirements is also in Appendix B.

HZC MEETING DATES

HZC meetings are held at City Hall, deadlines and dates are available at Development Services department.

APPLICATION DEADLINES

Ten copies of the completed application materials must be submitted to Development Services by the third Monday of the month preceding the desired HZC meeting date.

STEPS IN THE DESIGN REVIEW PROCESS

Design review follows a series of steps that provides property owners with clear expectations of the process and allows the HZC to make fair and consistent decisions. This process is described in detail below.

1 COORDINATE WITH DEVELOPMENT SERVICES STAFF

Development Services staff serves as the liaison to the HZC and will be your point of contact during the design review process. Early coordination is strongly encouraged, particularly for substantial projects. Staff can answer questions and provide additional resources to aid in project planning. Staff can also provide guidance on whether administrative approval is possible or if the project requires review by the HZC.

2 PLAN FOR OTHER CITY REQUIREMENTS

The design review process works alongside other City requirements, including building permit issuance from the Inspections Department and zoning, sign, maintenance, and safety code and ordinance compliance. The design review process for historic properties does not replace such requirements. It is the responsibility of the project applicant to make sure all requirements are appropriately met.

3 PLAN YOUR PROJECT AND PREPARE APPLICATION MATERIALS

Project planning in consideration of your property's character and the intent of the design guidelines is a critical step in successfully completing the design review process. Careful project planning also better enables you to explain your decision-making process and design approaches to Development Services staff and the HZC when talking about your project.

Once you have fleshed out your project, assemble the required materials for design review. All requests must be accompanied by a standard COA application form and relevant support materials, which help illustrate important project concepts. Required support materials vary depending on the scope and scale of the project but generally include photographs, sketches, and written descriptions. For additional information on required support materials, please see Appendix B or contact Development Services at City Hall.

4 SUBMIT YOUR APPLICATION TO DEVELOPMENT SERVICES

Your COA application will be checked for completeness and review requirements (Appendix B). Only sufficiently complete applications will be accepted.

For minor projects that are consistent with the guidelines, staff may use its administrative authority to approve a project and issue a COA. This allows you to move forward with obtaining necessary building permits and other approvals (e.g., zoning).

For all other projects, staff will forward completed applications to the HZC for review at the next monthly meeting. Staff can elect to provide a summary report on the proposed project and provide a recommendation to the HZC for consideration.

5 ATTEND THE HZC MEETING (IF APPLICABLE)

If your application will be forwarded to the HZC, Development Services staff will inform you of the date

of the public meeting at which your project will be discussed. You or an appointed representative are required to attend the HZC meeting to discuss the project and address questions. Depending on the complexity of your project, it also may be beneficial for your architect or contractor to attend the meeting. The public—including other property owners in the district—is also notified of the meeting. Property owners from the district can provide public testimony in favor of or against your project at the meeting.

Following discussion, the HZC will evaluate your project and reach one of four decisions:

- Approval. Your project is approved as proposed and a COA is issued.
- Conditional Approval. The HZC has the option to propose an alteration to your project to bring it into compliance with the design guidelines. If you agree to the proposed condition(s), a COA will be issued.
- Table Application. If members of the HZC feel that they do not have enough information to make a decision, the HZC can table the application and request that the applicant provide additional information for review at a future meeting.
- Denial. If it is determined that the project is not compatible with the design guidelines, the HZC has the right to deny the issuing of a COA.

6 RECEIVE NECESSARY PERMITS AND PROCEED WITH YOUR PROJECT

Once you have received a COA for your project, you can move forward with coordinating necessary building permits or zoning approvals and initiating your project.

WHAT DOES THE HZC EVALUATE DURING A PROJECT REVIEW?

The HZC considers a number of factors when evaluating projects forwarded by Development Services. While all identified factors are important, each may be weighed differently depending on the scale and context of the project. Discretionary consideration of such factors provides the HZC with the flexibility to evaluate the individual merits of any given project in relation to the design guidelines. The goal of this evaluation is to minimize the potential for negative impacts to Columbia's historic districts while allowing for active, practical use of historic properties in a way that sustains them as economic and cultural assets.

COMPATIBILITY WITH THE UNIVERSAL PRINCIPLES OF THE DESIGN GUIDELINES

Each project is not only evaluated for its compatibility with the applicable sections of the design guidelines but also the universal principles of the guidelines and the authorizing ordinance (see Section 3). Compatibility with the universal principles is particularly important since the guidelines cannot foreseeably or practically address every unique circumstance that will be reviewed by the HZC.

In the absence of a specific standard, the HZC should not deny a project simply because it is not addressed in the design guidelines in detail. Rather, the HZC should use the guiding preservation principles as the threshold for determining whether a project is sufficiently compatible with the intent of the guidelines and the authorizing ordinance.

WHAT HAPPENS IF MY PROJECT IS DENIED?

The HZC's preference is to work with applicants to come to a solution that meets the needs of the project and respects the historic character of a property. Yet, there are times when the HZC has to deny an application because it is not compatible with the guidelines. If this happens, you have four options:

- You can elect not to move forward with your project;
- You can modify your project to be compatible with the guidelines and resubmit it for consideration by the HZC;
- You can apply for an economic hardship exemption, if applicable (Reference "B"); or
- You can appeal the decision to the Maury County Chancery Court if you feel that rules and procedures were not followed.

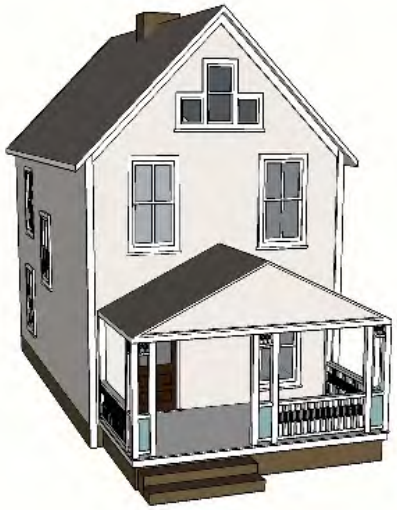
PERIOD OF SIGNIFICANCE. Most of Columbia's historic districts—such as West 6th Street–Mayes Place, pictured above—have a long period of significance spanning the 19th and 20th centuries and capturing the history of Columbia during a period of expansive population and business growth.

THE PROPERTY'S PERIOD OF SIGNIFICANCE, HISTORIC INTEGRITY, AND CLASSIFICATION AS CONTRIBUTING OR NON-CONTRIBUTING

The significance of a historic district—and that of individual properties—is always linked with the specific period of time during which important events took place and the property attained its significant characteristics. This period of time—referred to as the period of significance—may be a single year or span multiple years depending on the property. For historic districts, the period of significance typically spans the years associated with the historic development of the area. For example, the West 6th Street-Mayes Place Historic District has a period of significance extending from 1820 to 1930, reflecting a long period of varied construction. On the other hand, the Barrow Court Historic District's period of significance extends from the 1910s to 1940s in consideration of the district's much shorter period of historical development.

Every property has physical characteristics that relate it to its period of significance. For example, a commercial building constructed in the 1890s might have a cast iron storefront, tall upper story windows, and a detailed cornice. When a property retains the characteristics associated with its significance (character-defining features), it is said to have historic integrity. This generally means that a property looks as it did when originally designed. However, for properties that have undergone a substantial transition in the past, integrity might mean something different as those transitions can also be significant and worthy of recognition. For example, an early 1800s Federal-style building might have been given significant Italianate features in the 1870s. Such a building could be considered to have historic integrity dating to the 1870s, reflecting an important period of the property's history.

Integrity is important because it helps us understand a property as a product of its time. While minor changes over time might not substantially impact integrity, major



CONTRIBUTING—retains character-defining features and high integrity.

CONTRIBUTING—minor alterations but retains character-defining porch and cottage form.

NON-CONTRIBUTING—substantial alterations resulting in a loss of integrity.

alterations can disguise a building's historic character and diminish integrity in such a manner that it no longer appropriately reflects the period of significance. The period of significance for a historic district and the historic integrity of individual properties influence the classification of buildings in a historic district as either contributing or non-contributing. A property's classification can either be determined during a comprehensive inventory of a historic district or on a case-by-case basis during design review.

Generally, a contributing building is one that dates to the district's period of significance, retains integrity, and contributes to the architectural and/or historical significance of the district. Contributing buildings are essential to maintaining the historic character of the historic district and are a top preservation priority. Because of their importance, contributing buildings are generally held to a higher standard during the design review process than non-contributing buildings.

A property does not need to be pristine to be considered contributing. Many properties that have undergone changes over time still contribute to the significance of a district. For example, a 19th century commercial building that has an altered storefront but retains features such as arched upper story windows with decorative hoods, dentil moldings, and an ornamented cornice would still be contributing to the Downtown Commercial District.

A non-contributing building is one that does not date to the district's period of significance, is not associated with the district's significance, and/or does not retain sufficient integrity. For example, a commercial building designed as infill during the 1980s would be considered a non-contributing building, as would a dwelling constructed in 1930 that has vinyl siding, vinyl replacement windows, and a large incompatible addition. More leniency is provided to non-contributing building, but the HZC still considers how changes to these properties impact the overall district.

IMPACTS TO CHARACTER-DEFINING FEATURES AND MATERIALS

The term "character-defining features" is used a lot when talking about preservation priorities. Broadly speaking, character-defining features are the distinctive visual and physical qualities that comprise the appearance of a particular place, make a building or district unique, and/or help convey a property's place in time as part of the community.

During design review, the HZC will evaluate if a proposed project is compatible with the character-defining features of the individual property and the broader district. An emphasis will be placed on projects that reinforce, complement, and respect the character of the district.

Character-defining features can be unique to a particular place or architectural style or evident in shared characteristics of all properties in a related area. Common character-defining features include:

CONDITION AND INTEGRITY. Condition should not be confused with integrity. Properties can exhibit deteriorated conditions and still retain a high degree of integrity if they possess the essential character-defining features that help convey their period of significance and architectural character.

District-level Residential Features

- Streetscape relationships, including roadways, sidewalks, fencing, and tree canopy
- Regular block arrangement
- Consistent lot shapes and sizes
- Building setback and orientation
- Pedestrian-scaled features such as porches and entries oriented to the street
- Treatment of street-oriented elevations as the primary façade

District-level Commercial Features

- Streetscape hierarchy, including sidewalk width and pedestrian-scaled furnishings and features
- Consistent building placement with zero setback
- Articulated façades that promote visual interest
- Openness and transparency at the street level
- Consistent lot shapes and sizes

Individual Properties

- Massing and building form, including footprint and roof shape
- Fenestration (pattern of window and door openings) and wall-to-window ratios
- Story heights and vertical or horizontal emphasis
- Materials, finishes, and examples of craftsmanship
- Architectural and decorative details
- Spatial and design qualities of the site

IMPACTS OF REPLACEMENTS, REMOVALS, AND ADDITIONS

The HZC will carefully evaluate how the proposed replacement, removal, or addition of features will impact the character of a property. The merits of the proposed alteration will be evaluated based on a number of questions:

- Is the feature to be removed a character-defining element?
- Is the feature original to the building? If it was added later, has it gained historic or architectural significance in its own right?
- Is the feature highly visible from the right-of-way?
- Is the feature to be removed of low-quality construction or craftsmanship? Is it in poor condition?
- Would the architectural character of the property or surrounding area be significantly impacted by the proposed alteration? Would the alteration have a negative cumulative impact on the property?
- Is the proposed alteration compatible with the period of significance and architectural style of the property? Would the proposed alteration impact the building's perceived style or period of construction?
- Is the replacement feature made of in-kind materials? What is the reasonable availability of the original material if alternative materials are proposed?
- Can the feature be satisfactorily replicated using alternative materials?
- Is the new feature based on historic documentation or precedent? Does it convey a false sense of history or design? Will it obscure or disguise character-defining features?
- Is the new feature compatible with existing stylistic elements of the building? Is it compatible with the existing material palette?
- Is the new feature of a durable nature? Does it satisfy the goal of promoting high-quality, compatible design?

CONTEXT AND VISIBILITY

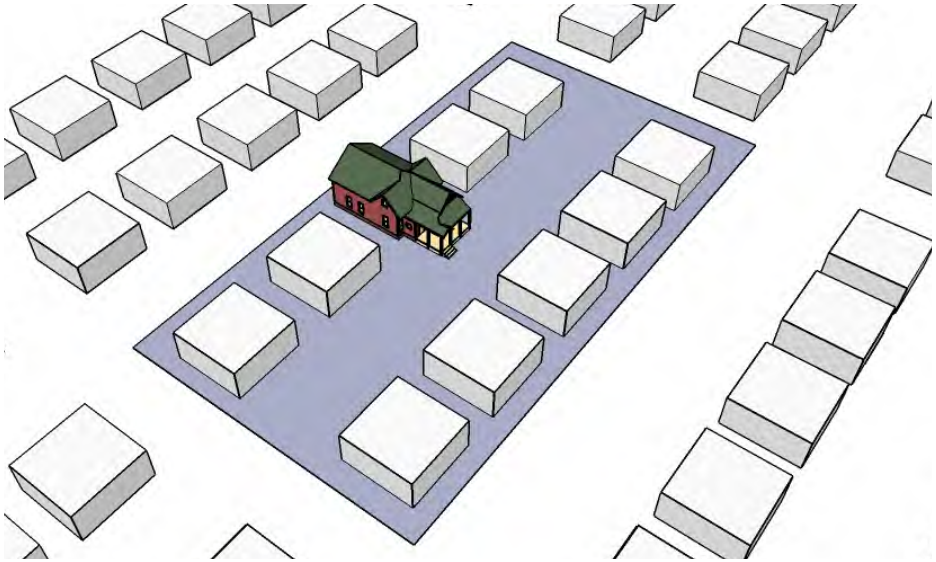
The visibility of a project and its impact on the character of a building and district are carefully considered by the HZC. For most buildings, the front (street-facing) façade is the most important. Projects that impact character-defining features of the façade and are visually prominent from along the streetscape are evaluated closely by the HZC. Projects that impact highly visible portions of secondary elevations and those on corner properties and prominent commercial and institutional buildings are also carefully evaluated. Generally, rear elevations are the least important and provide the best location for substantial alterations and additions.

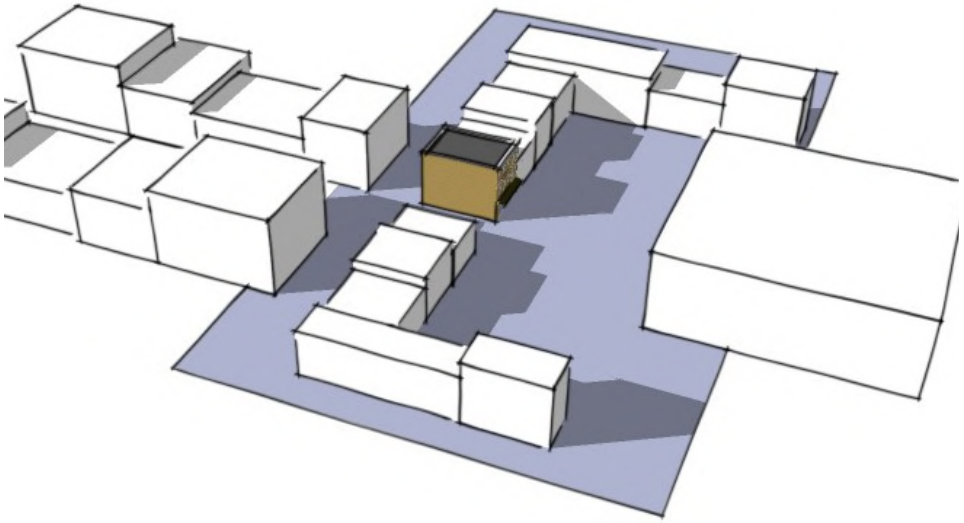
Prior to the public meeting at which a project is being discussed, members of the HZC might choose to visit a property, complete a walk around, and review the project location from various points to determine how visible the project will be from the public right-of-way.

While not required, property owners might find it useful to complete a similar exercise as part of the project planning process to better understand how the HZC will view the project. Important questions worth thinking through as part of this exercise include:

- What is the character of adjacent properties, those on the same block, and those immediately across the street?
- Which character-defining features are most important in conveying the character of the property and how will those be impacted?
- What is the relationship of the project to the street?
- Is the project compatible with the local context or will it disrupt established relationships of building massing, rhythm, setback, or articulation?

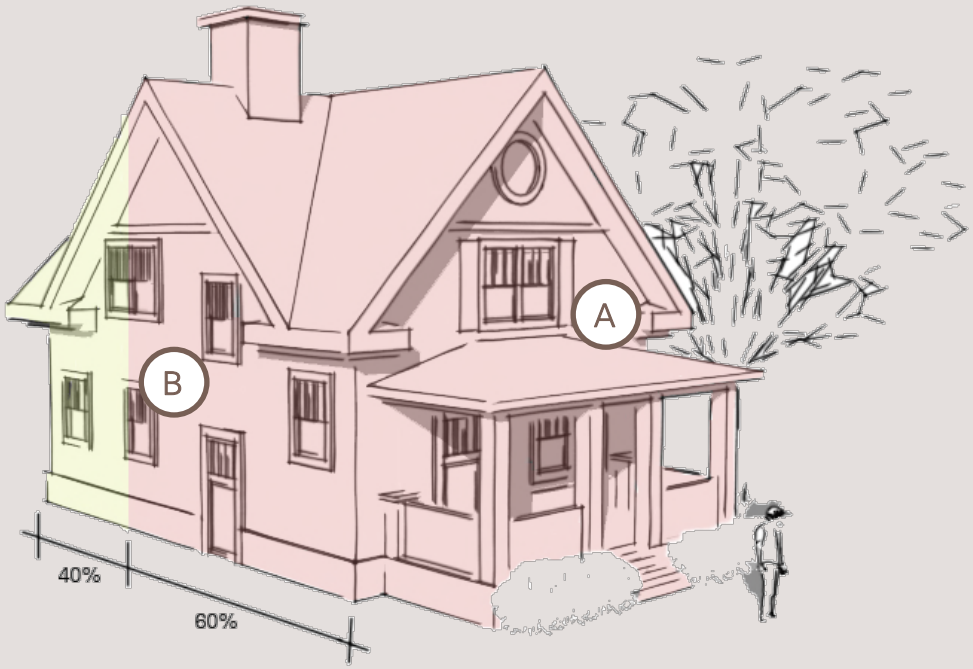
DETERMINING CONTEXT. The local context will vary from project to project. In predominately residential areas (left), looking at properties adjacent to and across the street from a project will typically be appropriate, as demonstrated by the shaded area. In the downtown commercial district (right), looking at a broader area may be appropriate in consideration of lines of sight, particularly when changes are proposed for upper stories.

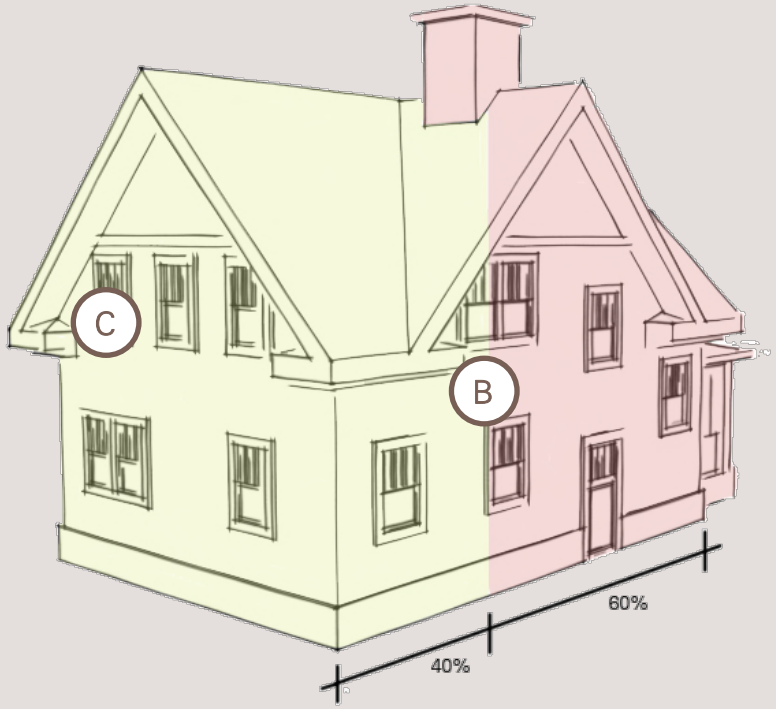




PROJECT LOCATION AND VISIBILITY

The location of a project and its visibility from the right-of-way are considered carefully during the review process. Properties in Columbia's historic districts generally have a wide viewing window that allows for clear view of the façade (front elevation) and a substantial portion of secondary elevations. While the HZC will review each project on a case-by-case basis in consideration of the individual characteristics of the property, it is important to give early consideration to how your project will be viewed from the right-of-way and how it might impact visible character-defining features.





A The façade or front elevation is typically the most important part of a building. Changes to the façade will be carefully evaluated by the HZC during the design review process to ensure that they do not disrupt the character of the building or the overall district as observed from the street.

B Changes to secondary (side) elevations also should be carefully considered given their visibility in the historic districts. Generally, substantial changes should be limited to the rear 40% of a secondary elevation to minimize their appearance from the right-of-way.

C The rear elevation is typically the least important to a building's character and provides the best location for alterations and additions. More flexibility is provided in reviewing changes to rear elevations than those proposed for the façade or prominent secondary elevations.

**Corner properties shall observe the standard for a dual front elevation facade*

3 UNIVERSAL GUIDELINES

GUIDING PRINCIPLES FOR HISTORIC DISTRICTS

Preserving the character of Columbia's historic districts as integral components of the community is paramount to the city's future. As such, it is important that decisions affecting the city's historic districts be carefully evaluated against accepted best practices that promote responsible property stewardship.

The universal guidelines presented in this chapter are based on the aforementioned Standards and provide a broad framework for the treatment of Columbia's historic districts with the goal of sustaining the unique, character-defining features that convey the architectural heritage of our community.

Individual guidelines for residential properties (Chapter 4) and commercial properties (Chapter 5) complement the universal guidelines and provide supplemental guidance on the particular issues unique to each property type.

Objective: Embrace accepted preservation strategies that promote a consistent treatment of our heritage places as distinctive elements of the built environment.

BASIC REQUIREMENTS IN COLUMBIA'S DISTRICTS

The City's zoning ordinance establishes basic universal requirements for projects in Columbia's historic districts, which these guidelines expand on and refine:

- The height of any proposed alteration or construction should be compatible with the style and character of the landmark and with surrounding structures in a historic district.
- The proportions and relationships between doors and windows should be compatible with the architectural style and character of the landmark and with surrounding structures.
- The relationship of a structure within a historic district to the open space between it and adjoining structures should be compatible.
- The design of the roof should be compatible with the architectural style and character of the landmark and surrounding structures in a historic district.
- New construction landscaping should be compatible with the architectural character and appearance of the landmark and of surrounding structures and landscapes in historic districts.
- The scale of the structure after alteration, construction, or partial demolition should be compatible with its architectural style and character and with surrounding structures.
- Structures in a historic district should be compatible with the dominant horizontal or vertical expression of surrounding structures.
- Architectural details should be treated so as to make a landmark compatible with its original architectural style and character and to preserve and enhance the architectural style or character of a historic district.

3.1 EMBRACE THE ARCHITECTURAL CHARACTER OF A HISTORIC PROPERTY

a. The historic form, materials, and architectural style of a building shall be preserved.

b. Non-original but historic alterations and additions that have attained significance in their own right shall be considered during design review.

c. Alterations shall be planned in consideration of a property's existing features and materials. Designs that are subordinate to a property's historic character shall be used.

d. Remember that a property is a product of its time. Conjectural features that convey a false sense of history are prohibited.

3.2 IDENTIFY COMPATIBLE BUILDING USES THAT PROMOTE A PROPERTY'S LONGEVITY

a. When a building's original use is no longer a viable option, consider reuse strategies that benefit from and enhance the historic character of the property.

b. Embrace new uses that minimize the alteration or removal of character-defining features.

WHAT DOES "DETERIORATED BEYOND REPAIR" MEAN?

"Deteriorated beyond repair" generally means that more than 50% of a material feature is no longer in serviceable condition and that it is no longer feasible or practical to repair a feature by patching or otherwise reinforcing deteriorated materials.

Meeting the burden of proof in demonstrating that a feature is deteriorated beyond repair is the responsibility of the applicant. The HZC has the right to request photographic evidence or a visit to the property to confirm the extent of deterioration.

3.3 FOLLOW ACCEPTED PRESERVATION APPROACHES AND STANDARDS

a. Stable materials and features shall be maintained to extend their life and minimize the need for substantial repairs and replacements.

b. Deteriorated but serviceable materials and features shall be repaired, particularly when deterioration is localized. Removal of stable materials is prohibited.

c. When an element is deteriorated beyond repair, it shall be replaced in-kind or with one that is compatible with the character of the property.

d. Reconstruction and replacement of missing features shall be based on historical or photographic documentation. In the absence of sufficient evidence, a simplified design appropriate to the building's age and style shall be used.

3.4 MAINTAIN COMPATIBILITY WHEN PLANNING ADDITIONS AND NEW CONSTRUCTION

a. Additions shall be planned so that they do not compromise or obscure character-defining features.

b. To the extent feasible, additions shall be inconspicuously located on the rear elevation or the rear of secondary elevations to minimize their visibility from the right-of-way.

c. Contemporary designs that are compatible with the scale, form, configuration, materials, and character of buildings in the historic district shall be used.

d. New construction shall maintain the range of heights, scale, setbacks, and massing of nearby buildings within the historic district. Designs that are not compatible are prohibited.

CONSIDERING COMMON ATTRIBUTES

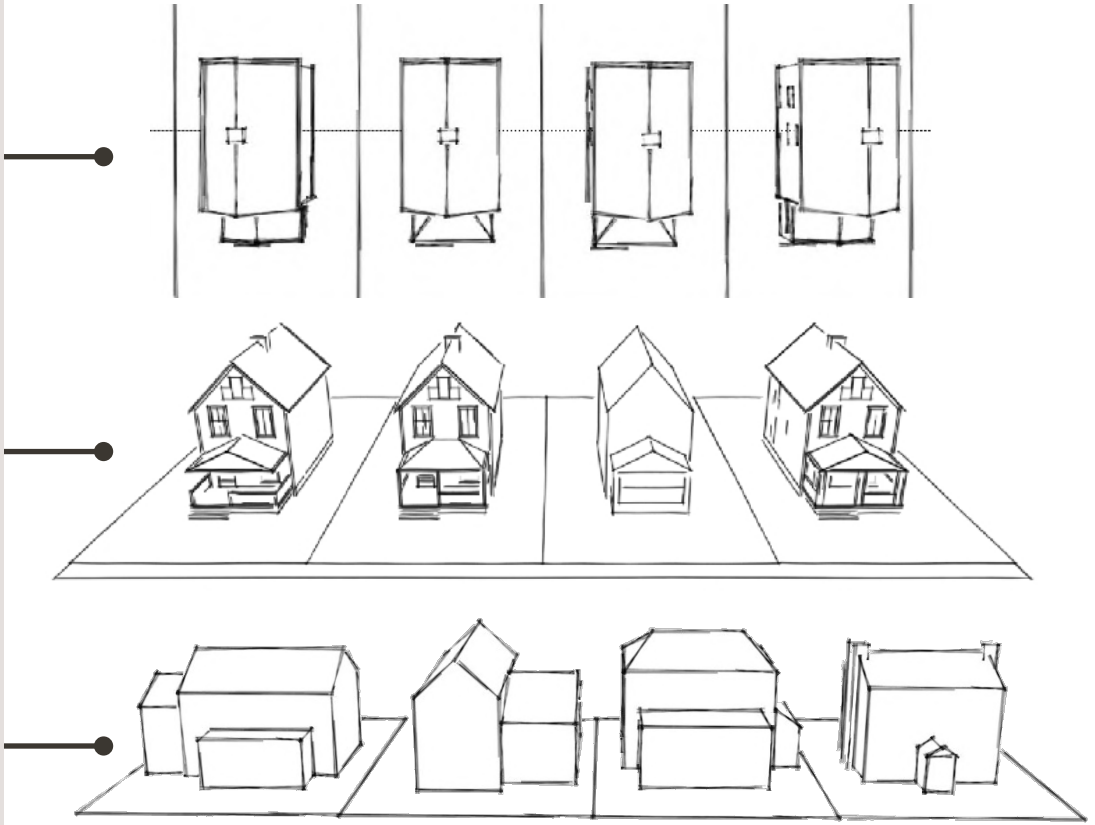
The character of each of Columbia's historic districts is shaped by a variety of factors, including property density and the setback, form, massing, and scale of individual buildings. While physical attributes may vary from property to property, they generally fall within a typical range within a given district.

This consistency contributes to the sense of cohesion and architectural integrity that defines our historic districts. Alterations, additions, and new construction must be carried out in consideration of their effect on such attributes so as to limit the potential for negative impacts.

DENSITY refers to the concentration of buildings within a particular area. Some residential districts have a moderate density defined by small yards with houses set close together. Others have low density with houses set farther apart on large lots. Commercial districts typically have high densities. New construction, additions, and site changes have the potential to impact perception of density within a particular district.

SETBACK refers to the distance between a building and the lot line. While side and rear setback lines are important, maintaining compatibility with the street setback is particularly critical in preserving spatial qualities in a district.

FORM refers to the individual shapes that comprise a building, while MASSING refers to the overall configuration of individual forms that define a building in terms of its composition, depth, width, and height. SCALE refers to the size and proportions of a building as well as its individual components. Alterations, additions, and new construction can significantly impact precedents of form, massing, and scale.



NON-CONTRIBUTING BUILDINGS

As previously described, non-contributing buildings are those that are not consistent with the character of a district because they either do not date from the district's period of significance or they have been so significantly altered that they no longer reflect the architectural heritage of the district.

A non-contributing building can further be categorized as either "compatible" or "intrusive" to the historic district in which it is located depending on how well it fits in with the character of the district in terms of its materials, scale, massing, and architectural features.

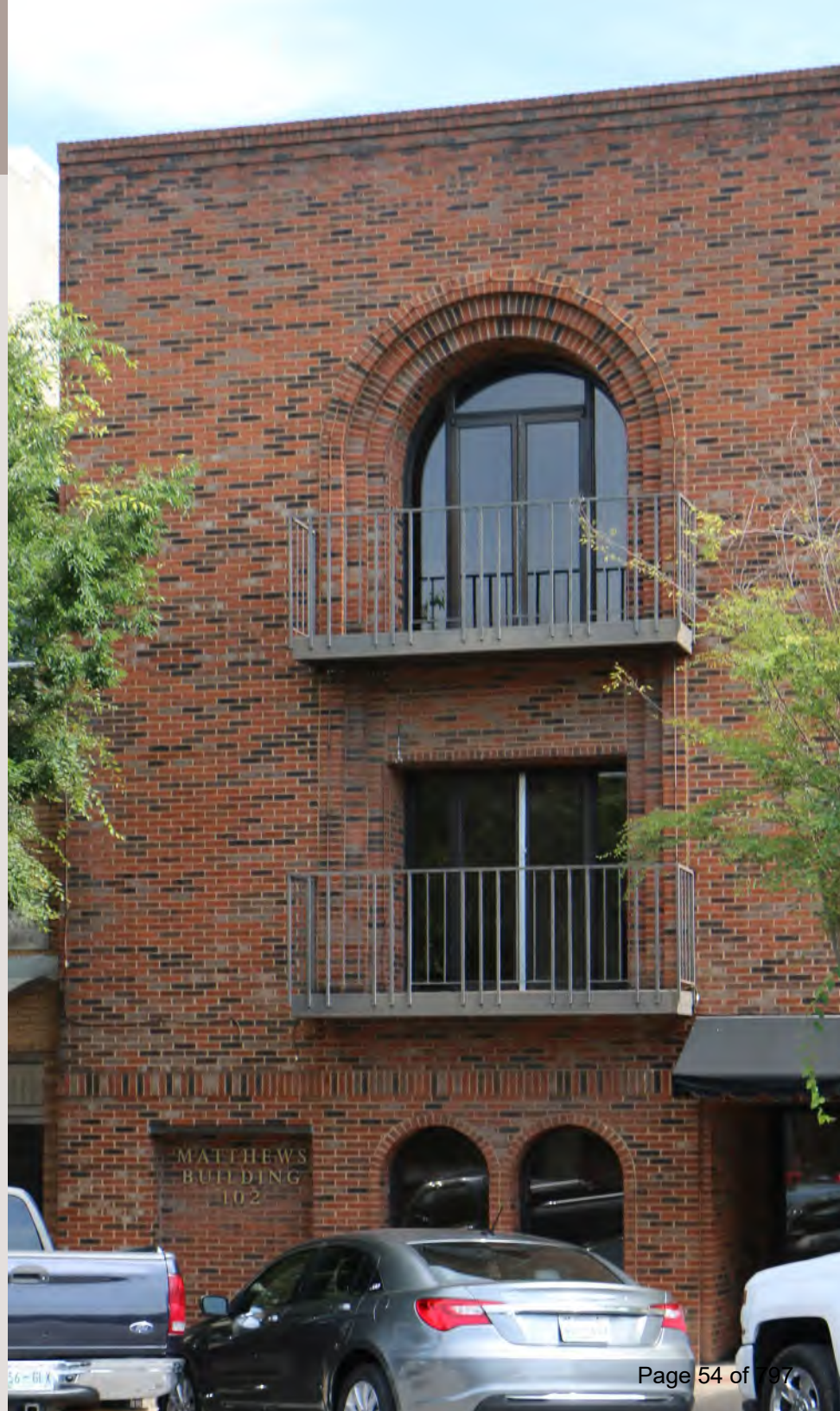
Projects proposed for non-contributing buildings are still covered by the design review process and will be reviewed by Development Services staff and the HZC, as appropriate. However, the goal is different since the preservation of existing features is less of a concern. The primary consideration for non-contributing buildings is to make sure that future changes to the property are compatible with the district and are not intrusive to the district's overall character or sense of place. As such the following standards shall apply to non-contributing buildings:

BUILDINGS FROM THE PERIOD OF SIGNIFICANCE BUT NON-CONTRIBUTING TO THE DISTRICT

Remaining features that are consistent with the historic character of the district shall be retained in accordance with the applicable guidelines. Changes to previously altered materials and features shall be reviewed for compatibility with adjacent properties and the broader district consistent with the guidelines for new construction.

BUILDINGS NOT FROM THE PERIOD OF SIGNIFICANCE AND VACANT LOTS

Alterations to non-contributing buildings built outside of a district's period of significance shall be compatible with the overall character and sense of place within a particular district. Changes to such resources (and infill on vacant lots) shall be reviewed for compatibility consistent with the guidelines for new construction in order to minimize the potential for adverse impacts to the overall district.



PROPERTY MAINTENANCE

Routine maintenance—defined as any minor repair or replacement to correct ordinary deterioration, decay, or damage that does not involve a change in the design, materials, or general appearance of a property—does not require design review. That said, maintenance is an important part of owning a property and is critical in maintaining the integrity of a historic building. Regular maintenance also helps minimize the potential for time-consuming and expensive repairs as unresolved deterioration can quickly evolve into a more significant problem.

Standard levels of property maintenance are expected in Columbia's historic districts just as they are throughout the city. Columbia's Code Enforcement department works to enforce maintenance standards and address common violations such as overgrown grass, trash and debris, and inoperable vehicles.

In addition, Columbia's zoning ordinance stipulates that owners of contributing properties in the city's historic districts "are required to maintain their properties and not allow them to fall into disrepair...Owners shall maintain or cause to be maintained the exterior and structural features of their historic properties and not allow conditions of neglect to occur," including, for example, broken windows or doors, deteriorated paint surfaces and other protective coatings, and deteriorated masonry and mortar. As such, property owners are responsible for ensuring that their properties are satisfactorily maintained in accordance with the ordinance and may be subject to civil penalties for failing to comply with maintenance requirements.

If deteriorating conditions continue to such a degree that they begin to undermine the structural integrity of a building, a property can be cited for demolition by neglect (see Section 9. Demolition and Relocation).

For tips on creating and carrying out a maintenance plan for your property, see the National Park Service's guidance document "Maintaining the Exterior of Small and Medium Size Historic Buildings" at nps.gov/tps/how-to-preserve/briefs/47-maintaining-exteriors.htm.

ABRASIVE CLEANING. Inappropriate and abrasive cleaning methods such as sandblasting can irreversibly damage historic materials like brick. In the above photograph, the protective exterior surfaces of the bricks have been destroyed. This not only impacts the appearance of the material but can also accelerate deterioration as weather and moisture can more easily penetrate the interior of the masonry.

3.5 RETAIN AND MAINTAIN HISTORIC MATERIALS AND FEATURES

a. Historic architectural materials such as brick and stone, wood, and cast and wrought iron shall be proactively maintained.

b. The visibility of character-defining features and materials shall be maintained. Removing or covering intact or repairable features and materials is prohibited.

c. Removal of non-historic siding and other claddings is encouraged. Carefully remove materials so that you do not cause inadvertent damage to underlying features, which should be repaired using accepted treatments.

3.6 CHOOSE REPAIR AS THE FIRST OPTION FOR DETERIORATED FEATURES

a. Deteriorated but serviceable features shall be repaired using accepted preservation treatments such as patching, consolidating, or reinforcing materials.

b. Repairs shall be completed with in-kind materials or compatible alternatives that match the original composition, design, profile, texture, and finish as closely as possible.

c. If disassembly of a feature is necessary to complete a repair, document the feature prior to disassembly to make reinstallation easier.

3.7 MAINTAIN COMPATIBILITY WHEN USING REPLACEMENT MATERIALS

a. Only materials and features that are deteriorated beyond repair or have lost structural integrity shall be replaced.

b. Deteriorated portions of otherwise intact features shall be selectively replaced. Total removal or replacement of largely intact features is prohibited.

c. Replacement materials shall be compatible with the existing architecture and match or approximate the scale, configuration, profile, detail, and finish of the original component. To the extent feasible and practical, using in-kind replacement materials on primary and highly-visible secondary elevations is strongly encouraged.

d. If in-kind materials are not feasible or practical, alternative materials that are visually compatible with the composition and details of the original material shall be used. The HZC will evaluate alternative materials on a case-by-case basis in consideration of their compatibility and durability.

3.8 CLEAN BUILDINGS AND MATERIALS USING THE GENTLEST MEANS POSSIBLE

a. Protective weatherproof coatings such as paint on historic wood surfaces and previously painted masonry shall be maintained. Always remove deteriorated coatings to the next sound layer before applying new coatings.

b. Clean historic materials only when necessary to stop deterioration or remove graffiti, soiling, or biological growth. Select a test patch before cleaning to ensure that the cleaning method does not cause discoloration or inadvertent damage.

c. Low-pressure washings and soft natural brushes shall be used when cleaning is necessary. Abrasive cleaning methods such as high-pressure washing and sandblasting can irreversibly damage historic materials and are prohibited.

CAN I USE ALTERNATIVE MATERIALS IF IN-KIND MATERIALS ARE NOT PRACTICAL OR FEASIBLE?

When we talk about repairing or replacing existing materials, we typically talk about two types of materials:

- "In-kind materials" refers to using the same materials to repair or replace an existing feature (for example, replacing wood windows with new wood windows).
- "Alternative materials" refers to using non-traditional, synthetic building materials to repair or replace an existing feature (for example, replacing wood siding with composite siding).

While the use of in-kind materials is strongly encouraged, the guidelines provide flexibility for the use of alternative materials, particularly where in-kind materials are not feasible or practical. However, decisions related to such materials are carefully considered by the HZC since they vary widely in their characteristics and appropriateness in Columbia's historic districts.

Unless otherwise specified in the guidelines, alternative materials will be reviewed by the HZC on a case-by-case basis. When considering alternative materials, the following considerations will be evaluated:

- What is the availability of the original material? Are there economic or other practical reasons for why it cannot be used?
- How will the alternative material impact the building's character? How visible is the alternative material? Will it diminish the building's integrity or substantially reduce the building's original fabric?
- How compatible is the alternative material with the texture, scale, proportions, profile, and finish of the original material?
- How durable is the alternative material? Will it require more frequent maintenance and replacement cycles than traditional materials?
- What are the environmental impacts? Is the material responsibly manufactured and is its use compatible with the City's desire to encourage environmentally-responsible initiatives?

REPLACEMENT OF EXISTING APPROPRIATE MATERIALS

Historic materials shall be repaired rather than replaced. Materials that are deteriorated beyond repair shall be replaced in-kind to the extent feasible and practical. If in-kind materials are not feasible or practical, alternative materials that are compatible with the composition and details of the original material will be considered by the HZC. The project applicant shall provide justification for the use of the alternative material, including information on practical considerations and the performance of the material. The HZC also reserves the right to request samples and specifications.

REPLACEMENT OF EXISTING INAPPROPRIATE MATERIALS

The guidelines do not require a property owner to involuntarily undertake rehabilitation or restoration. However, efforts to remove or replace inappropriate materials that were installed in the past and return a property to a more compatible aesthetic are encouraged. In the absence of existing historic fabric, compatible alternative materials provide a viable option and are given additional leniency by the HZC. For example, replacing aluminum siding with fiber cement siding would be encouraged as a means to better replicating the original design of a building without the cost of wood siding.

ADDITIONS TO HISTORIC BUILDINGS

While the use of traditional materials is generally encouraged on additions, alternative materials also may be appropriate, particularly for those additions that are minimally visible from the right-of-way. Alternative materials may be appropriate where they are compatible with the scale, proportions, texture, and detailing of existing materials on the original building and do not detract from or otherwise diminish the aesthetic of the property.

NEW CONSTRUCTION

Alternative materials are allowed in new construction but must be compatible with the character of similar features on comparable historic buildings in the district. High-quality durable materials that convey a sense of permanence are strongly encouraged.

Objective: Retain and preserve masonry materials as durable building components. When repair and replacement are necessary, maintain compatibility with historical precedents.

For National Park Service guidance on repairing deteriorated mortar, see "Repointing Mortar Joints in Historic Masonry Buildings" at nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm.

MASONRY

3.9 RETAIN AND PRESERVE HISTORIC MASONRY SURFACES AND FEATURES

a. Historic masonry features such as piers, columns, lintels, sills, chimneys, arches, wall facings, and other such functional and decorative components shall be retained.

b. The visibility of historic masonry materials and features shall be maintained. Covering masonry walls, finishes, or decorative features with siding or veneers is prohibited.

c. Decorative masonry construction features such as bond patterns and corbeling shall be maintained.

d. Masonry surfaces that have historically been painted shall continue to be painted to maintain the integrity of the masonry. Painting uncoated masonry that has historically been exposed is prohibited.

e. Sealants and water-repellant coatings shall only be used when there is demonstrated evidence of water penetration through the masonry. When sealants are approved, only the affected area shall be treated and only after the masonry is dry.

3.10 REPAIR DETERIORATED MASONRY JOINTS ACCORDING TO ACCEPTED STANDARDS

a. Remove deteriorated mortar and clean joints with hand tools. Power tools can inadvertently cause damage to surrounding masonry and are generally not appropriate.

b. For pre-1900 buildings, repointing shall be completed with a soft mortar that simulates historic lime and sand mortars in appearance, composition, and strength to allow for proper expansion and contraction of masonry joints.

c. For post-1900 buildings that originally used hard mortars, Portland cement-based mortars are appropriate.

d. New mortar shall be tooled and tinted to match the width, profile, and color of the original mortar joints as closely as possible.

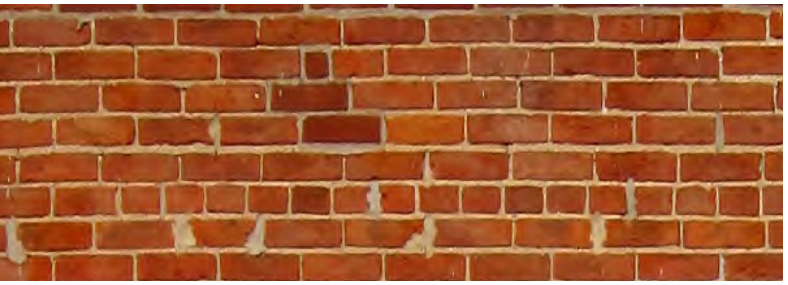
3.11 REPLACE DETERIORATED OR MISSING MASONRY UNITS OR FEATURES IN-KIND

a. The color, texture, and bond pattern of original units shall be duplicated as closely as possible. New mortar around replacement units shall also duplicate the composition, color, and tooling of the existing joints as closely as possible.

b. Where original masonry surfaces and details are deteriorated beyond repair, new features shall replicate the original as closely as possible in scale, detail, dimension, color, and texture.

c. Replacements for missing masonry features shall be based on physical or photographic evidence. In the absence of sufficient evidence, a simplified design compatible with the style, age, and scale of the building shall be used.

d. Adding masonry features that have no historical basis conveys a false sense of history and is prohibited.



MORTAR COMPATIBILITY. This masonry has been inappropriately repointed with an inflexible Portland cement-based mortar. This led to numerous brick faces breaking off along the edges, exposing the soft interior and in turn resulting in the inappropriate patching of damaged bricks with additional cement-based mortar.

WHY DO I NEED A SPECIFIC TYPE OF MORTAR?

When deteriorated or missing mortar needs to be replaced, it is important that new mortar is compatible with the visual and structural characteristics of the original mortar. Compatibility with the visual characteristics of the original mortar (e.g., joint profile and color) is important in maintaining the original aesthetic of the building, while compatibility with the structural characteristics of the original mortar (e.g., compression rate) is important in making sure that the new mortar does not lead to the deterioration of historic masonry.

Like nearly all building materials, mortar and surrounding masonry naturally react to changing weather patterns. They both expand and contract in response to changes in temperature. Lime-based mortars were traditionally used in masonry buildings prior to the twentieth century. These mortars were more flexible than the surrounding masonry and absorbed the tension caused by expansion and contraction, which protected the masonry. Into the twentieth century, stronger bricks were being manufactured and hard Portland cement-based mortars became increasingly popular alongside the more durable materials that had reduced expansion and contraction cycles.

While Portland cement-based mortar works well for post-1900 buildings with hard-fired bricks, it can cause problems for older buildings. Portland cement-based mortar is harder than the old bricks and does not allow for proper expansion and contraction of materials. Since the mortar is inflexible, it places the tension on the surrounding bricks. This often leads to cracking and can cause the face of the brick to break off (spalling).

As such, new mortar on buildings with historic lime-based mortars are to be softer than the surrounding masonry and no harder than the original mortar. While mortars should ideally be custom matched to the existing mortar, a mixture consisting of one part lime to two parts of the smallest available mesh sand is recommended as a general starting point. A small amount of Portland cement may be added to improve the workability of the mixture, but no more than 20% of the total volume of the mortar mixture should consist of Portland cement. Larger concentrations of Portland cement will cause the mortar to be too hard.

Objective: Preserve historic wood features by maintaining finishes and selectively repairing deteriorated sections. When replacement is required, choose alternative materials based on the visibility and significance of the feature to be replaced.

For National Park Service guidance on maintaining protective coatings on wood, see "Exterior Paint Problems on Historic Woodwork" at nps.gov/tps/how-to-preserve/briefs/10-paint-problems.htm.

WOOD

3.12 RETAIN AND MAINTAIN HISTORIC WOOD SIDING, TRIM, AND ARCHITECTURAL FEATURES

a. The visibility of historic wood features shall be maintained. Removing or covering intact wood surfaces or decorative features with siding or veneer is prohibited.

b. Historic wood features and surfaces shall be protected from deterioration by maintaining weather-resistant coatings (paint or stain).

c. Identify and treat the causes of wood deterioration before repairing or replacing features to minimize the potential for repeat damage.

d. Hand-scraping or other accepted means (such as infrared heat) shall be used to remove deteriorated protective coatings to a sound base layer before repainting. Damaging techniques such as propane torches and high-pressuring washing are prohibited. Use chemical strippers as a last resort if gentler means of removal prove ineffective.

e. As appropriate, treat historically unpainted and exposed features such as the end of rafters with preservatives to minimize decay.

f. Stripping surfaces to bare wood or applying a stain to historically painted surfaces is prohibited.

3.13 REPAIR DETERIORATED BUT SERVICEABLE WOOD FEATURES BEFORE CONSIDERING REPLACEMENT

a. Deteriorated wood surfaces shall be repaired by patching, consolidating, splicing, or other means of reinforcement. Only the deteriorated portions of a feature shall be removed.

b. Repair materials shall match the original in appearance, profile, dimension, and finish as closely as possible. To the extent feasible, matching the grain of original wood materials is encouraged. Salvaged lumber often provides a viable, sustainable option for repair materials.

c. Unique details such as beaded edges shall be

retained when repairing deteriorated features.

3.14 MAINTAIN COMPATIBILITY WHEN REPLACING WOOD FEATURES

a. Using wood to replace wood claddings, doors, windows, trim, and porch components is strongly encouraged.

b. Fiber cement board without faux wood-grained finishes may be used as a replacement for wood claddings so long as the siding profile is maintained. Other alternative materials will be considered by the HZC on a case-by-case basis based on their durability and compatibility.

c. New rough-sawn wood, plywood siding (e.g., T1-11 siding), vinyl, aluminum, and faux masonry finishes are not appropriate alternative materials to traditional wood features. Buildings that already have such materials shall be permitted to use similar materials in resurfacing or repair but replacement claddings must be in conformance with the guidelines.

d. The profile, scale, dimension, details, and character of the original feature shall be maintained when selecting replacement materials.

e. Replacing intricate detail work or noteworthy examples of craftsmanship shall be avoided unless materials are deteriorated beyond repair.

f. Adding wood features that have no historical basis conveys a false sense of history and is prohibited.

VINYL AS A REPLACEMENT FOR WOOD

Vinyl counterparts are commonly proposed as alternatives to wood siding and windows; however, vinyl materials are inconsistent with the character of Columbia's historic districts and shall be prohibited as a design solution. Not only is vinyl extremely harmful to the environment but it can also significantly alter the appearance of a property.

As shown in this photograph, the installation of elements like vinyl siding, vinyl windows, and vinyl porch components can alter the profile of historic features, diminish historic design qualities and craftsmanship, and disrupt the perception of a building as part of the historic fabric of the community.

Objective: Preserve historic metal features as unique elements of the built environment. Minimize the replacement of architectural metal features.

For National Park Service guidance specific to historic cast iron features, see "The Maintenance and Repair of Architectural Cast Iron" at nps.gov/tps/how-to-preserve/briefs/27-cast-iron.htm.

ARCHITECTURAL METALS

3.15 RETAIN AND PRESERVE HISTORIC ARCHITECTURAL METAL FEATURES

a. Functional and decorative architectural metal features shall be retained. Altering, obscuring, or removing intact metal features shall be prohibited.

b. Protective coatings such as paint or lacquers on metal surfaces shall be maintained to extend the life of the material. Exposing historically coated materials accelerates deterioration and shall be avoided.

c. Naturally-occurring patinas on metals such as copper, which act as a protective coating, shall be retained. Removing patinas, creating artificial patinas, and painting historically exposed metals such as copper and bronze shall be prohibited.

3.16 CLEAN AND REPAIR LOCALIZED DETERIORATION TO MAINTAIN INTEGRITY

a. Clean metals prior to reapplying protective coatings to improve the longevity of coatings.

b. Clean soft metals such as lead, tin, and copper with chemical solutions after testing localized areas. Abrasive methods such as grit blasting are prohibited.

c. Clean hard metals such as cast and wrought iron with the gentlest means possible, starting with hand-scraping and wire-brushing. Consider low-pressure glass bead cleaning as a last resort.

d. Deteriorated features shall be repaired by patching or reinforcing original fabric. Using in-kind materials to the extent feasible and practical is encouraged. Alternative materials that alter the visual qualities of the feature shall be prohibited.

3.17 MAINTAIN COMPATIBILITY WHEN SELECTING REPLACEMENT MATERIALS

a. Only sections that are deteriorated beyond repair or lack structural integrity shall be replaced. Total replacement of an entire feature when only isolated deterioration is present shall be prohibited unless fabrication of a patching piece is not feasible or practical.

b. Replacement materials shall match the original in design, dimension, profile, detail, and texture. To the extent feasible and practical, in-kind materials are strongly encouraged. If in-kind materials are not feasible, use materials such as aluminum, steel and fiberglass when they can appropriately replicate historic features without diminishing the visual qualities of the property. Substitute materials that replicate the original will be reviewed on a case-by-case basis by the HZC based on their durability and compatibility.

c. Where features are missing, replacement designs shall be based on accurate physical or historical evidence. In the absence of evidence, a simplified design that is compatible with the building in scale, size, and detail shall be used.

d. Adding metal features that have no historical basis conveys a false sense of history and is prohibited.

4 RESIDENTIAL GUIDELINES

SUSTAINING STRONG COMMUNITY IDENTITIES

Columbia's residential historic districts are home to a rich variety of dwellings that reflect architectural transitions and life in Columbia over the course of more than two centuries. These dwellings also house a large portion of the city's population, who care for their homes as places of respite for their families.

As property owners in Columbia's residential historic districts, homeowners are also the day-to-day stewards of Columbia's past and play a vital role in sustaining the unique identities of our communities, which are protected under the City's historic district designations. Proactive maintenance and preservation of a dwelling's character-defining features and relationship to the broader district in which it is located are paramount to ensuring this identity remains intact for the future.

Careful consideration of alterations is also critical. While it is important that residences remain adaptable to modern needs, it is likewise important that proposed changes are harmonious with the original architecture and do not disrupt a building's historic identity or the community's sense of place.

Objective: Preserve original roof shapes, configurations, and associated features while maintaining compatibility in roofing materials.

For National Park Service guidance on maintaining, repairing, and replacing roofs, see "Roofing for Historic Buildings" at nps.gov/tps/how-to-preserve/briefs/4-roofing.htm.

ROOFS, CHIMNEYS, AND RELATED FEATURES

4.1 RETAIN ORIGINAL ROOF CONFIGURATIONS

a. The original shape, pitch, and configuration of the roof shall be retained. Altering the shape or pitch of the roof to accommodate replacement materials or features is prohibited.

b. Functional and decorative features such as dormers, chimneys, and cornices give a roof its character and shall be retained. Removing features that contribute to the roof's character and covering features such as exposed rafters are prohibited.

4.2 MAINTAIN COMPATIBILITY WHEN REPLACING ROOFING MATERIALS

a. Historic roof features shall be retained and protected when repairing or replacing deteriorated roofing materials.

b. In-kind materials shall be used when repairing localized areas of deteriorated roofing. Patching roofing or flashing with tar or asphalt is prohibited.

c. Historic specialty roofs and decorative features such as those of tile, slate, and metal shall be repaired by replacing only deteriorated sections unless more than 33% of the total surface is deteriorated. Where specialty materials are deteriorated on front-facing slopes, consider consolidating intact units from the rear to maintain the appearance from the right-of-way.

d. Replacement roofing materials that are compatible with the age and style of the building and visual qualities of the original material shall be used. Replacing specialty roofing such as slate, tile, and standing seam metal with in-kind materials is strongly encouraged where practical and feasible.

e. Substitute materials that are compatible with the visual character of the original material as perceived from the right-of-way shall be used. Select colors, textures, patterns, and finishes in consideration of the original materials. Dark asphalt, fiberglass, or composite shingles are most appropriate in the absence of historic roofing materials.

SPECIALTY ROOFING MATERIALS

While there are only a few intact examples of specialty roofing materials in Columbia's historic districts, they contribute to the unique character of the area and warrant careful consideration when planning for repair and replacement:

- Consider selective repair and consolidation on visible slopes over total replacement.
- Consider salvaging intact materials for reuse on another project or property.
- Consider in-kind materials where practical and feasible.
- Consider compatible alternative materials such as metal or concrete shingles for slate or tile.
- Consider dimensional shingles over standard 3-tab shingles if asphalt or fiberglass shingles are used.

4.3 RETAIN AND MAINTAIN ORIGINAL CHIMNEYS

a. Original chimneys, particularly those that are architecturally distinguished and visible from the public right-of-way, shall be retained.

b. Historically exposed masonry surfaces shall be maintained. Altering a chimney's character by parging, painting, siding, or otherwise covering exposed surfaces in lieu of repair is prohibited.

c. Keeping chimneys in working order to take advantage of their natural ventilating properties is encouraged. In instances where a chimney is made non-functional, the chimney shall be retained and a clay, slate, or stone cap installed to seal its opening. The cap shall be installed so that it does diminish the original design, damage historic materials, or require removal of features.

d. Repair deteriorated masonry in accordance with the guidelines. Repairs shall match the original masonry in color, texture, composition, and profile as closely as possible.

e. Shortening or removing original but non-functional chimneys is prohibited unless necessitated by imminent structural failure.

f. When rebuilding a collapsed or removed chimney is necessary or constructing a new chimney, traditional materials such as brick or stone shall be used. Simulated masonry is prohibited.

4.4 PRACTICE SELECTIVE REPAIR AND REPLACEMENT OF ROOF FEATURES

a. Functional and decorative features such as dormers, chimneys, cornices, trim, exposed rafter tails, and brackets shall be retained.

A STYLISTIC FEATURE. Commonly thought of as purely functional elements, chimneys are also decorative features that relate to a dwelling's age and style.

ALL IN THE DETAILS. As illustrated by the above photographs, roofs throughout Columbia's historic districts are adorned by a variety of stylistic features such as brackets, exposed rafter tails, prominent cornices, dormers, and decorative vergeboard. Such features are integral to a building's architectural character and are to be retained during projects.

b. Roofing features shall be repaired using in-kind materials or compatible alternatives that match the original in design, shape, proportions, profile, and details as closely as possible. Removal without repair or replacement in-kind is prohibited.

c. Where historic roof features such as dormers, brackets, or chimneys are missing, replacement designs shall be based on physical or documentary evidence. In the absence of sufficient evidence, a simplified design compatible with the style, vintage, and scale of the building shall be used. Make sure to flash new elements properly to maintain a weather-tight building envelope.

4.5 DESIGN GUTTER SYSTEMS TO BE NON-INTRUSIVE TO THE BUILDING'S DESIGN

a. Where historically present, box and integrated gutters shall be preserved. If repairing box gutters is not technically or practically feasible, maintain the gutter and seal it to match the existing roof. Such systems shall be replaced with an in-kind system on elevations visible from the right-of-way. Traditional gutters and downspouts may be used on rear elevations.

b. Where new gutter systems are installed, half-round gutters and round downspouts are encouraged as a historically compatible design. K-style are acceptable but PVC gutters are prohibited.

c. Painting hanging gutters and downspouts, except for those made of copper, to match the house's trim is encouraged to diminish their appearance.

4.6 MINIMIZE THE VISUAL IMPACTS OF ROOFTOP ADDITIONS AND EQUIPMENT

a. Substantial rooftop additions are strongly discouraged. "Pop-up" additions that add an additional story are not appropriate.

b. Skylights, vents, and rooftop mechanical equipment such as satellite dishes and air-conditioning units shall be placed toward the rear elevation (rear 1/3 of the roofline) or in inconspicuous locations not visible from the right-of-way. Installation on façade roof slopes and prominent secondary slopes, including at corner properties, is prohibited.

c. Bubble or domed skylights that are visible from the right-of-way shall be prohibited. Low-profile, flat-glazed skylights are most appropriate.

d. Rooftop additions shall be designed to be compatible with the primary mass in scale and composition as well as the character of the surrounding district.

e. New rooftop features that require alteration of the original roof shape and configuration or could damage character-defining features and materials are prohibited.

f. Installing new roof features such as cornices or trim that are inconsistent with the age or style of the building or where they did not historically exist conveys a false sense of history and is prohibited.

g. The addition of dormers on the façade or prominent secondary elevations when none existed historically shall be prohibited.

4.7 CAREFULLY INTEGRATE SUSTAINABLE ROOFING TECHNOLOGIES AND FEATURES

- Ensure that roofing structures can support the weight of equipment such as solar tiles and collectors. Systems that require removal or alteration of character-defining features are prohibited.

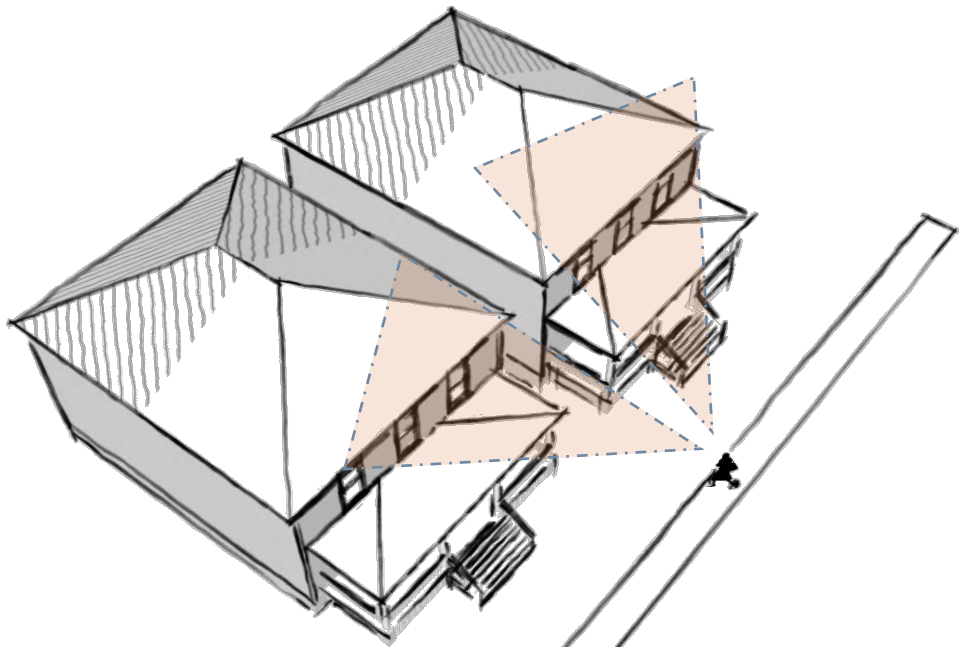
- When installing solar tiles, compatibility with the traditional scale, profile, configuration, and pattern of roofing shingles in the district shall be maintained.

- To the extent practical, solar collectors shall be placed toward the rear of secondary elevations or at rear elevations outside of view from the right-of-way. Shielding collectors behind features such as dormers and chimneys is encouraged if it does not impede their function.

- Collection systems shall be designed to be compatible with the scale and character of the building. Systems shall be installed so that they lay as parallel as possible to the roof surface.

- Collection systems and mounting equipment shall be finished in a color similar to the roofing materials to minimize their appearance.

PLACEMENT OF ROOFTOP FEATURES. Whether you are installing solar panels, a skylight, or a satellite dish, new rooftop equipment is to be located at the rear of the dwelling beyond line of sight from the right-of-way in order to minimize its impact on the visual qualities of the dwelling. Installation on a façade or prominent roof slope is not appropriate.



Objective: Maintain and preserve historic wall surfaces as character-defining features.

EXTERIOR WALLS AND EXPOSED FOUNDATIONS

4.8 RETAIN THE CHARACTER AND FINISH OF HISTORIC WALL SURFACES

a. The appearance of historic wall surfaces and exposed foundation materials, including their functional and decorative features, shall be maintained and repaired in accordance with the appropriate material guidelines.

b. The visibility of historic wall surfaces shall be maintained. Covering or replacing historic surfaces with synthetic sidings, stucco, veneers, or other materials where they did not historically exist is not appropriate. Chemical applications that alter the color or texture of historic surfaces are prohibited.

c. The character of wall surfaces shall be maintained by retaining and preserving claddings, corner boards, corbelling, quoins, cornices, and other distinguishing features.

d. The introduction of features such as vents, balconies, ornamental details, and specialty siding shall not compromise the integrity of the building or create a false sense of history or style.

e. Exterior claddings shall be replaced only when original materials are deteriorated beyond repair. New claddings shall match the original in scale, profile, and finish as closely as possible so as to minimize impacts to the building's character. Materials will be reviewed by the HZC on a case-by-case basis in consideration of the property's historic character and the visual qualities of the original material.

f. Trimwork such as brackets, spindlework, and vergeboard and specialty siding and accent finishes shall be replaced only when deteriorated beyond repair. Replace in-kind or, where appropriate, select alternative materials that match the original in scale, profile, detail, and finish.

g. Uncovering and repairing historic wall surfaces that have been concealed is encouraged.

h. Removing orphaned building elements such as unused brackets and anchors, junction boxes, cables and conduits, and other such features is encouraged.

4.9 PROTECT THE CHARACTER OF EXPOSED FOUNDATIONS

a. When structural deterioration necessitates repair of exposed foundations, in-kind materials or compatible alternatives that replicate the original color, profile, configuration, and finish shall be used. Cladding, parging, or otherwise covering historically exposed foundation materials is not an appropriate alternative for repair and is prohibited.

b. Historic foundation features such as windows, decorative vents, grills, piers, and latticework shall be retained and preserved.

c. Grading the site away from the foundation and locating vegetation away from the foundation are encouraged to minimize the potential for water penetration and structural damage.

d. Cutting holes into the foundation on the façade or prominent secondary elevations shall be avoided. If a new opening is needed for electrical conduit, plumbing, or other utility need, locate it on the rear elevation to the extent practical.

e. If pier foundations need to be infilled for structural reasons, the infill material shall be recessed behind the original piers so that the original structure can be appropriately interpreted.

ARCHITECTURAL TEXTURE. The materials and features that define walls and foundations throughout Columbia's historic districts comprise a rich palette that adds depth, texture, and variety to the landscape. Historic surfaces are to be retained and maintained. Covering or removing distinguishing exterior treatments is prohibited as it diminishes the integrity of the individual dwelling and the material fabric of the overall district.

Objective: Maintain serviceable historic windows where they exist. When replacement is necessary, embrace window designs that are compatible with the style and age of the building and the character, profile, and arrangement of original openings.

For National Park Service guidance on maintaining historic wood windows, see "The Repair of Historic Wooden Windows" at nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm.

WINDOWS

4.10 RETAIN THE CHARACTER AND ARRANGEMENT OF HISTORIC WINDOW OPENINGS

a. The pattern, shape, and configuration of historic window openings shall be retained. Reducing, enlarging, or infilling windows on the façade or prominent secondary elevations shall be avoided.

b. In cases where the filling in of a historic opening on a secondary or rear elevation of a masonry building is approved, the outline of the opening shall be retained by recessing the infill material and leaving original sills and lintels in place.

c. Boarding over of windows as a permanent solution or alternative to compatible repair or replacement is prohibited.

d. Restoring previously altered window openings to their original configuration is encouraged.

e. The installation of horizontal, picture, round, or bay windows where they are incompatible with the age and style of the building is prohibited.

4.11 RETAIN AND MAINTAIN HISTORIC WINDOWS AND ASSOCIATED FEATURES

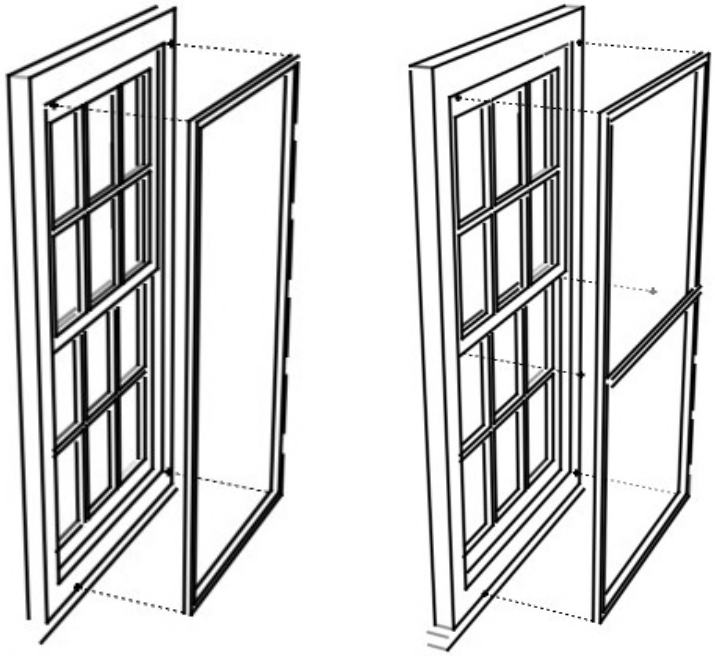
a. Regularly inspect, maintain, and repair historic windows, including protective paint coatings and functional and decorative elements such as the sash, casing, trimwork, moldings, and hoods.

b. Historic storm windows and window screens shall be maintained and repaired.

c. Historic decorative glass shall be retained. Removing intact historic art, leaded, stained, or prismatic glass, or tracery details is prohibited.

d. Original shutters shall be retained and repaired. Where existing shutters are deteriorated beyond repair, new shutters shall match the originals in size, shape, composition and, when possible, material. Vinyl and aluminum shutters are prohibited. Where new shutters are installed, designs and materials compatible with the style of the building shall be used. Shutters shall appear functional and fit the window opening.

INTERIOR SHUTTERS AND STORMS. Many homes in Columbia's historic districts also use interior shutters as a means of enhancing the energy efficiency of original wood windows. Use of interior shutters and storm windows are encouraged since they can help meet energy goals without impacting the visual qualities of original windows.



ALIGNING A STORM WINDOW. Exterior storm windows shall have either no meeting rail (left), which allows for full view of the primary window, or a meeting rail that aligns with the meeting rail of the primary window (right) to minimize their visual impact on the character of historic windows.

4.12 MAINTAIN COMPATIBILITY WHEN INSTALLING STORM WINDOWS

a. Storm windows are encouraged as an appropriate means of enhancing the energy efficiency of historic windows. If storm windows are to be installed, they shall be used on all windows on the building to maintain consistency in aesthetics and perception of the openings.

b. Storm windows shall be aligned within and fit the original opening. Altering the size of an opening to accommodate a storm window is prohibited. Using a subframe or panning to accommodate a storm window is strongly discouraged.

c. Storm windows shall either provide a full view of the primary window or have a meeting rail that aligns with the rail of the primary window.

d. New storm windows shall be wood or anodized aluminum and shall have a painted or baked-on enamel finish that matches the trim of the building. Bare metal frames are prohibited.

e. Interior storm windows are encouraged. Interior storm windows shall have no mullions or muntins that are visible from the exterior. Use storm windows with features such as air-tight gaskets, ventilating holes, and removal clips to minimize the potential for condensation.

f. Storm windows shall use only clear glass.

ARE HISTORIC WINDOWS ENERGY EFFICIENT?

Historic wood windows have received a bad reputation as a result of large-scale marketing campaigns by some window companies, but the reality is that historic wood windows can be made just as efficient (and sometimes more) as new windows. Even better, everyone from the National Trust for Historic Preservation to the Department of Energy agrees that weatherization of existing windows is a more cost-effective option than window replacement and has a much shorter return on investment period given the durability of historic windows. Consider the following when evaluating a window replacement project:

- Wood windows pre-dating the 1940s are likely of old growth lumber, which is rot resistant and incredibly durable.
- Historic windows are made from individual components, each of which can be repaired or replaced. Vinyl, aluminum, composite, and other synthetic windows are produced as a unit. This means that when something fails, the entire unit usually has to be replaced.
- High-quality replacement windows have an incredibly long return on investment period, many times in excess of 40 years. More problematic is that most replacement windows fail within about 20 years and have to be replaced, meaning you never recoup your initial investment in energy savings.
- Weatherizing a historic wood window and retrofitting it through installation of cellular shades, storm windows, or other such means provides comparable energy savings at a much lower upfront cost.
- Enhancing the efficiency of historic windows rather than replacing them has a much lower overall environmental impact when you consider embodied energy in existing materials, the energy associated with producing new synthetic windows, and the expected shortened lifecycle of replacement windows.

TIPS FOR ENHANCING A WINDOW'S EFFICIENCY

- Maintain windows in working order. Remove debris and paint buildup and use paste wax on tracks for smoother operation.
- Maintain caulk and glazing putty in good condition on the exterior and interior to minimize air and moisture penetration.
- Apply weather-stripping to the window sash to reduce air infiltration. Make sure you are using weather-stripping suited to your window type as proper weather-stripping can increase a window's efficiency by as much as 50%.
- For windows that are hung with cord, the cord can be replaced with an insulated counterpart that seals the opening.
- Lock windows. It not only provides security but also creates a tight seal between sashes and reduces air infiltration.
- Use interior or exterior storm windows or thermal panels. Low-e or light-absorbing coatings can be used when they do not affect the appearance of the glass.

For detailed analysis of the cost and energy savings associated with weatherization of historic windows vs. installing new windows, see the National Trust for Historic Preservation's "Saving Windows, Saving Money: Evaluating the Energy Performance of Window Retrofit and Replacement" at forum.savingplaces.org/connect/community-home/librarydocuments/viewdocument?DocumentKey=59eab0e4-f0f4-45c5-97c8-147a8def82ae.

4.13 MAINTAIN COMPATIBILITY WHEN REPAIRING OR REPLACING HISTORIC WINDOWS

a. Deteriorated but serviceable window components shall be repaired in accordance with the material guidelines before considering total replacement. Replacing a window instead of carrying out basic maintenance and repair to address deficiencies such as deteriorated surfaces, air infiltration, sticking sashes, and broken glazing is prohibited.

b. If necessary to avoid damage to surrounding features, remove a window sash from its frame before beginning repairs. Identify and record the window components before dismantling.

c. Only clear glass shall be used when repairing or replacing glazing in an existing sash. Tinted, reflective, and opaque glass are prohibited unless they historically existed.

d. Double-pane glass may be used as a repair or replacement material in an existing sash if it is compatible with the reflective quality and tinting of historic glazing on the building.

e. When replacement is necessary, only the window component that is deteriorated beyond repair (e.g., sash) shall be replaced. Complete replacement of an entire window assembly (i.e., sash and frame) shall be avoided when only one component is substantially deteriorated.

f. Replacement windows shall match the original unit in size, shape, profile, configuration (i.e., number and arrangement of panes), operation (e.g., double -hung), and glass surface area. Small variations such as the width or depth of muntins or the sash may be considered if they do not substantially deviate from the original window or impact the historical character of the building. Altering the size or shape of a window opening to accommodate a new unit is prohibited.

g. Wood windows on the façade shall be replaced with wood or aluminum-clad wood windows with an enamel or baked-on finish. Vinyl, vinyl-clad wood, fiberglass, and bare metal units are prohibited.

THE IMPACT OF INCOMPATIBLE WINDOWS. Incompatible replacement windows can substantially affect the character of a dwelling as illustrated in the above photograph of a house where the original wood windows have been replaced with vinyl counterparts that lack the depth, articulation, and character of original windows and their trimwork.

Window replacement projects can be substantial, costly undertakings. As such, it is important to make sure that you are making the right design choices and appropriately prepared to present your project to the HZC for review. The following approach is recommended:

- Prepare an inventory of your windows: You should not just assume that your windows need to be replaced or that all windows require replacement at the same time. It is incredibly rare that all windows would deteriorate at the same rate. Preparing an inventory of your windows and their conditions independent of a sales assessment can help you make evaluations regarding appropriate treatment strategies. The inventory can also be used to support your COA application.
- Carefully consider what needs to be replaced: When evaluating your options, critically assess what needs to be replaced and why. In some instances you may find that resealing a window would serve the same purpose as replacement at a much lower cost. Other times you may find that a sash does warrant replacement. Rarely does the entire window assembly need to be replaced. Intact components are to be retained.
- Gather evidence for your project: Once you have determined the actions necessary, gather documentation depicting the condition of the window components to be replaced. This should be used in support of your COA application to demonstrate project needs and show that you have done your due diligence in evaluating potential project solutions.
- Find a suitable replacement: Finding a suitable replacement component for your project is critical, both in meeting your project goals and maintaining the character of your property. Replacement components on the façade and elevations visible from the right-of-way are to be visually compatible with the historic windows as character-defining features of the building.

WHAT DOES THE HZC CONSIDER DURING REVIEW?

The HZC will carefully review all proposed window replacements that deviate from the building's historic character. The following will be considered during the review:

- Why is window replacement being proposed? Make sure you convey what you are trying to achieve with your project, whether addressing deteriorated building components, achieving greater energy efficiency, or a change in aesthetics.
- What is the condition of the windows proposed for replacement? Make sure you appropriately illustrate current conditions if you are proposing a project based on the deteriorated condition of existing units. Burden of proof for demonstrating windows are deteriorated beyond repair is the obligation of the project applicant. In the absence of widespread deterioration, describe what alternatives have been considered.
- How significant and visible are the windows to be replaced? If your windows are character-defining features and highly visible, critically consider how changes will be perceived and what impacts the replacement project may have on the visual qualities of the building.
- Is the replacement unit compatible with the character of the building and a durable option? Place a priority on selecting units that are compatible with historic windows in scale, profile, configuration, operation, and finish. Wood windows shall be replaced with wood or aluminum-clad wood counterparts unless it is technically infeasible to do so. Alternative materials will be reviewed on a case-by-case basis in consideration of the individual character of a property and the material's durability.

h. Replacement units on the façade and prominent secondary elevations shall have true divided lights or simulated divided lights with dimensional muntins permanently affixed to the exterior of the glass in order to maintain traditional profiles. Snap-in grids and removable internal grilles do not appropriately replicate historic profiles and shall be prohibited on these elevations.

i. Clear or low-e glass (so long as it does not impair the visual qualities of the building) shall be used in replacement windows.

j. Window styles and configurations incompatible with the age or style of a building are prohibited.

k. Replacing non-historic windows that are incompatible with the building is encouraged. Employ a design consistent with extant historic windows or a simplified design fitting of the style and age of the building.

4.14 DESIGN NEW WINDOW OPENINGS TO BE AS INCONSPICUOUS AS POSSIBLE

a. New openings shall be limited to the rear of secondary elevations or rear elevation. Cutting new openings into the façade or highly-visible secondary elevations is prohibited.

b. New openings shall be designed to be compatible with the scale and proportions of the building as well as established patterns of fenestration. The placement of new openings shall harmonize with the rhythm of existing openings.

c. New openings shall be designed to be compatible with existing openings. New openings shall be scaled to fall within the range of heights and widths of existing window openings.

d. Simple designs shall be used for new openings. Elaborate treatment of new openings creates a false sense of history and is prohibited.

A DIFFERENCE IN QUALITY. Wood windows with true divided lights (left) have depth and texture that contribute to a building's architectural character. Synthetic windows with snap-in grids and internal grilles (right) are flat, undistinguished, and incompatible with a building's historic character. Such windows are prohibited in the historic districts.

Objective: Maintain historic doors where they exist. When replacement is necessary, employ door designs that are compatible with the building's style and the profile and arrangement of original openings.

ENTRANCES AND DOORS

4.15 RETAIN THE LOCATION AND CHARACTER OF HISTORIC DOOR OPENINGS

a. The location, size, and shape of historic door openings on the façade and highly-visible secondary elevations shall be retained.

b. Door openings on the façade or a highly-visible secondary elevation shall not be reduced, enlarged, or infilled. If a door opening needs to be enclosed, fix the historic door in place and close the opening from the interior to retain the original exterior appearance. Boarding over or enclosing a historic door opening as a permanent solution or alternative to repair is prohibited.

c. If a historic door opening on a secondary or rear elevation of a masonry building is to be enclosed, the infill material shall be recessed to maintain the outline of the original opening.

d. Altering or adding features not historically present to entries to make them appear more elaborate is prohibited.

4.16 RETAIN AND REPAIR HISTORIC DOORS AND ENTRY FEATURES

a. Protective surface coatings shall be maintained. Historic doors, trim, and features such as transoms, sidelights, and decorative details shall be retained. Deteriorated yet serviceable components shall be repaired rather than replaced.

b. Only the deteriorated section of a component shall be repaired or selectively replaced. If removal of intact features is required for repair, document their location prior to disassembly.

c. Maintain glazing putty in good condition and install weather-stripping along the frame and base of the door to reduce air infiltration.

d. Clear glass shall be used when repairing or replacing damaged glazing. Frosted, tinted, reflective, opaque, and other decorative glass are prohibited unless they were historically present.

e. Removing historic leaded, art, or stained glass is prohibited.

f. Historic storm and screen doors shall be retained and repaired.

g. Where appropriate, install new storm doors. Full-light storm doors are the most appropriate option as they provide a full view of the primary door. Storm doors with excessive ornamentation or framing that conceals the primary door are not appropriate. Select storm doors that are wood, composite, or metal with a painted or baked-on enamel finish that matches the primary door.

4.17 MAINTAIN COMPATIBILITY WHEN SELECTING REPLACEMENT DOORS

a. Historic doors shall only be replaced when they are deteriorated beyond repair. If deterioration is confined to a specific element, only the damaged component shall be replaced. Total replacement of an entire entry assembly is prohibited when only localized deterioration is present.

b. New doors shall replicate the size and proportions of the original door as closely as possible. Enlarging or reducing an opening to accommodate a replacement door is prohibited.

c. When a new door on the façade or prominent secondary elevation is needed, select a door that is consistent in character with the original or sympathetic to the building's age and style, including in its configuration and glazing. Wood doors are the most appropriate option. Unglazed slab doors are prohibited.

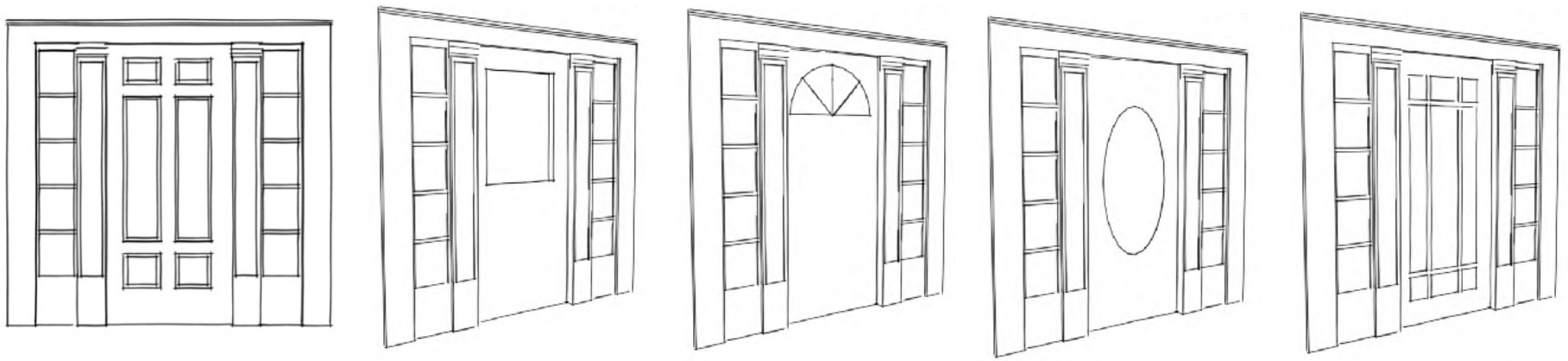
d. Replacing existing non-compatible doors on the primary façade and highly-visible secondary elevations with designs sympathetic to the character of the building is encouraged.

4.18 MINIMIZE THE APPEARANCE OF NEW DOOR OPENINGS

a. New door openings shall be limited to minimally-visible secondary elevations or the rear elevation. Cutting new openings into the façade or highly-visible secondary elevations is prohibited.

b. New openings shall be designed to be compatible with the scale and proportion of the building and existing door openings. New openings shall generally be at the same height as existing openings to maintain visual consistency.

COMPATIBILITY AND STYLE. Doors that are inconsistent with a building's architecture can detract from its historic character. For example, replacing an original paneled door in a classical surround (left) with a modern door that has contemporary glazing configurations or a door associated with a different architectural style substantially changes the character of the entryway and shall be avoided.



Objective: Maintain and preserve the historic fabric of a porch. Engage a sympathetic approach to improvements to minimize their impact on the building and its relationship to the street.

For National Park Service guidance on maintaining historic wood porches, see "The Repair of Historic Wooden Porches" at nps.gov/tps/how-to-preserve/briefs/45-wooden-porches.htm.

PORCHES AND DECKS

4.19 RETAIN AND MAINTAIN HISTORIC PORCHES

a. Original and character-defining porches that are on the façade or on secondary elevations and visible from the right-of-way shall be retained unless historic documentation supports removal or alteration. This includes historic porches added later that reflect the stylistic evolution of a building and have gained significance in their own right. Removal of historic porches on rear elevations not visible from the right-of-way is discouraged.

b. The overall form, roof height and pitch, and scale of visible porches shall be retained.

c. Individual components such as balusters, steps, posts, columns, piers, cornices, flooring, and railings shall be maintained and repaired. Removing or altering elements that define the visual character of a porch is prohibited.

d. Protective finishes on wood and metal porch components shall be maintained to extend their useful life.

4.20 REPAIR AND REPLACE DETERIORATED PORCH COMPONENTS ON AN INDIVIDUAL BASIS

a. Only the deteriorated or missing section of a porch element shall be repaired or replaced. Replacement of otherwise intact features shall be avoided.

b. Where a porch feature is missing or deteriorated beyond repair, replacements shall be based on historical and physical evidence. In the absence of sufficient evidence, simplified designs compatible with the building's age and style shall be used. "Off-the-shelf" materials that are not compatible with the existing fabric shall be avoided.

c. Replacement materials shall match existing components or closely approximate the original size, scale, proportion, color, finish, and texture. Original materials are encouraged but alternative materials are permitted if they match the visual qualities of the original. Fiberglass and composite units are the most appropriate alternatives for elements such as columns and balustrades on façade and side porches. Metal replacement columns and posts are acceptable for the rear.

A CORNICES AND CEILINGS

Maintain original porch ceilings, including soffits, cornices, and trim work. Enwrapping wood soffits and ceilings with vinyl is prohibited.

B COLUMNS, POSTS, AND PIERS

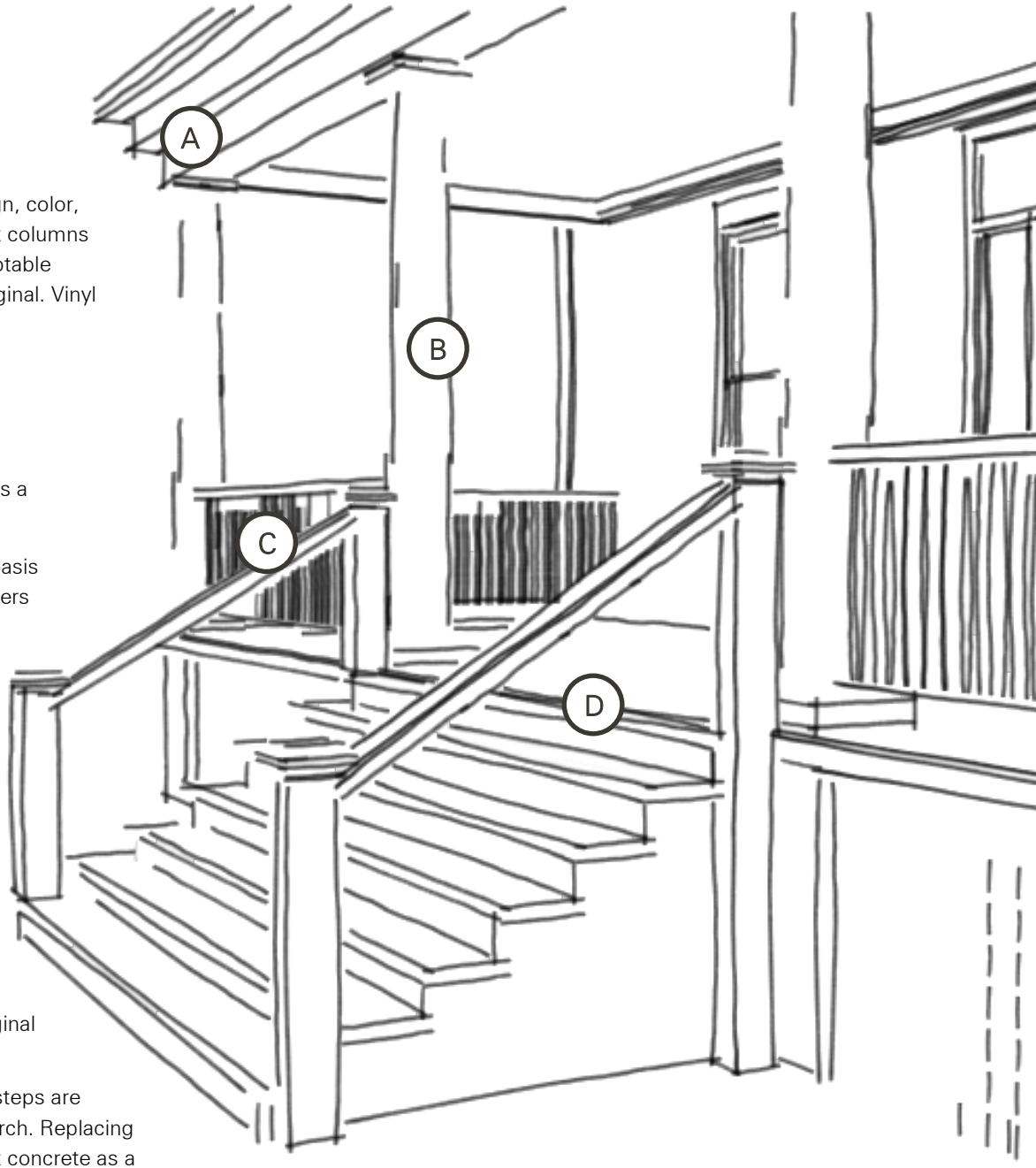
Replacement components shall match the original in size, scale, profile, design, color, and texture and shall be of visually compatible materials. Replacing full-height columns with shorter columns on piers is prohibited. Fiberglass components are acceptable replacements for wood so long as they replicate the visual qualities of the original. Vinyl components are prohibited.

C BALUSTRADES AND HANDRAILS

- Newel posts: Match the shape (square or round) to the balusters unless another design was historically used. Finish the post with a flat cap unless a decorative feature was historically present.
- Balusters: Repair or replace only deteriorated balusters on an individual basis unless deterioration is widespread. Duplicate the profile of original balusters when selecting replacement components. When reconstructing missing elements, use a design based on documentary evidence or a simplified design compatible with the scale of the porch.
- Rails: Duplicate the profile of the original rail when selecting replacement components. When reconstructing missing elements, use a design based on documentary evidence or a simplified design compatible with the scale of the porch. Bottom rails should be consistent with the top rail unless evidence exists for another design.

D DECKING/FLOOR AND STEPS

- Retain and repair original floors, addressing localized deterioration as appropriate. Replacement floors shall be visually compatible with the original as perceived from the right-of-way. Composite flooring is acceptable.
- Retain and repair porch steps in their original location. When new wood steps are constructed, use closed risers and maintain a scale appropriate to the porch. Replacing wood steps with masonry counterparts is not appropriate. Using pre-cast concrete as a material for porch steps is not appropriate unless it was historically present.



UNIQUE FEATURES. As illustrated in the above photographs, porches are among the most distinctive elements of a residence and shall be retained as character-defining features. Porches also serve an important function in helping to regulate temperature fluctuations between the exterior and interior spaces and should be embraced as an inherently "green" feature of historic buildings.

4.21 USE DISCRETION WHEN SCREENING OR ENCLOSING PORCHES

a. Open porches on the façade and highly-visible secondary elevations shall be retained. Visible porches at the rear of secondary elevations may be screened. Non-visible porches on secondary elevations and porches on rear elevations may be screened or enclosed.

b. When screening or enclosing a visible porch, elements such as columns, railings, and ornamentation shall be retained to maintain spatial relationships. Removal of character-defining features to screen or enclose a porch is prohibited.

c. Maximize transparency in the enclosure. Porches shall be screened or enclosed using the minimum number of vertical and horizontal framing members necessary. Vertical and horizontal members shall be aligned with existing porch elements to minimize their visual impact.

d. Reopening previously enclosed porches on the façade is encouraged.

4.22 DESIGN NEW PORCHES TO BE COMPATIBLE WITH THE BUILDING AND DISTRICT

a. Front porches shall only be added when there is documentary or physical evidence that one historically existed or when there is precedent for porches on buildings of similar style and age in the district. Adding front porches where there is no precedent or evidence that one historically existed is prohibited.

b. Front porch designs shall be based on historical or photographic evidence. In the absence of sufficient evidence for a particular component, a simplified design that is compatible with the building and site in height, width, scale, and detailing shall be used.

c. When a new porch is added on a side or rear elevation, the porch shall be compatible with the scale, character, and materials of the building. Simplified designs shall be used so as not to create a false sense of history.

d. The shape and materials of the porch roof shall be compatible with the overall building form.

4.23 DESIGN DECKS SO THAT THEY DO NOT DISRUPT THE CHARACTER OF THE BUILDING

a. Decks shall be located in inconspicuous areas such as the rear elevation and portions of secondary elevations with minimal visibility from the right-of-way. Decks on the façade or highly-visible secondary elevations are prohibited.

b. Decks shall be in scale with the site so that they do not significantly alter proportions of occupied space on a property.

c. Decks shall be located so that they do not require the alteration or removal of character-defining features.

d. Decks shall be installed so that they are structurally self-supporting and can be removed in the future without causing damage to the building.

e. Decks shall be simple in character and in scale with the building so that they do not compete visually with historic features. Screening decks from view along the right-of-way through plantings is strongly encouraged.

f. Decks should align with the height of the building's first floor. Decks above the first floor are strongly discouraged.

LOCATING DECKS. Decks should be appropriately scaled to the house and screened from view along the right-of-way when located on a visible elevation. Decks that are overtly large and visually prominent such as the one in the above photograph detract from the character of the building and streetscape, draw unnecessary attention, and are not appropriate.

Objective: Plan commercial conversions to be sympathetic to the original character of a residential building.

Before undertaking a conversion of a residential building, confirm the appropriateness of your project with building codes officials to ensure that all accessibility standards are being met in a way that is sensitive to the historic architecture but compatible with state and federal regulations.

COMMERCIAL CONVERSION

4.24 MINIMIZE THE IMPACT OF COMMERCIAL FEATURES ON THE FABRIC OF THE BUILDING

a. Removing character-defining materials or features is prohibited. Historic porches and related features on the façade shall be retained and repaired in place even when a new entry is installed.

b. Historic entry surrounds, transoms, and sidelights shall be retained on the façade. Removing character-defining features to accommodate a new entry is prohibited.

c. Handrails, balusters, and other elements added to existing steps, porches, and stoops to comply with building code shall be simple in character.

d. Doors shall be sized to fit the original opening. Enlarging or partially enclosing an opening in a way that is visible from the exterior to accommodate a commercial door is prohibited.

e. Commercial doors shall be simple in character and non-intrusive to the original design of the building. Doors with full-view glass and wood or metal frames are recommended. Wood shall be painted and metal shall have a baked-on enamel finish compatible with the building's trim. Exposed aluminum storefront doors are not appropriate and shall be prohibited.

f. The depth and profile of the original entry shall be maintained. Locating commercial entries flush with exterior walls or excessively recessing entries within the building face to create a vestibule shall be avoided.

g. Materials such as rough textured siding and faux masonry are not compatible with the area and shall be prohibited.

h. Historic window openings and window components shall be retained, repaired, and replaced in accordance with the guidelines. Window glass shall be clear.

i. Reorienting the building's primary entrance as part of the commercial conversion is prohibited. Existing relationships between the building and the street shall be maintained.

A MODEL CONVERSION. At this location since 1950, the Oakes and Nichols Funeral Home has remained respectful to the original architectural character of the Carmack property over time while still accommodating modern needs associated with daily business activities. Additions are subordinate to the original architecture and character-defining façade features have been left intact, reflecting the original use and character of the property. Such treatment provides appropriate reference for future commercial conversions.

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5 COMMERCIAL GUIDELINES

RESPECTING COLUMBIA'S RETAIL HERITAGE

Columbia's retail heritage is reflected in the rich variety of storefronts that span the downtown core, which evidence the build-out and growth of the city's commercial center during the 19th and 20th centuries. While individual buildings are cast in an array of styles reflecting their period of construction, they share a common architectural vocabulary designed to engage pedestrians and lend cohesion to the district.

Careful consideration must be given to changes in the commercial district given the readily visible and accessible nature of these buildings. This is particularly true for storefronts, which are the means through which patrons first interact with a business. Decisions related to alterations should place a priority on working with existing fabric and embracing historical precedents and design standards that have long defined Columbia's commercial core.

The commercial core's character as a unique, local destination is vital to attracting residents and visitors, as well as new businesses. Substantial changes that alter the historic character of buildings, deviate from the hallmarks that define traditional storefront components, or diminish the pedestrian experience erode the fabric of the commercial district and are to be avoided.

Objective: Maintain cornices, parapets, and related building components as character-defining features that contribute to visual interest in the district.

ROOFS, CORNICES, AND RELATED FEATURES

5.1 RETAIN ORIGINAL ROOF CONFIGURATIONS

a. The original shape, pitch, and configuration of a visible roof shall be retained. Buildings with flat or sloped roofs not visible from the right-of-way shall not be altered to have a roof shape incompatible with the building's historic character.

b. Functional and decorative features such as cornices, parapets, and cresting give a roof its character and shall be retained. Removing features that contribute to the roof's character is prohibited.

5.2 MAINTAIN COMPATIBILITY WHEN REPLACING VISIBLE BUT DETERIORATED ROOFING

a. Historic roof features shall be retained and protected when repairing or replacing deteriorated roofing materials.

b. Visible but deteriorated roofing shall be replaced with materials appropriate to the style and age of the building and compatible with the original material in color, texture, pattern, finish, size, and composition. Replacing specialty materials such as slate, tile, or wooden shingles in-kind or with dimensional contemporary materials is strongly encouraged. Dark asphalt, fiberglass, or composite shingles are most appropriate on sloped roofs in the absence of historic roofing materials.

c. Spray insulation foam and alternative paint coatings over metal roofing shall be allowed so as to enhance the longevity of the material if they do not alter the visual qualities of the roof from the right-of-way.

5.3 RETAIN AND MAINTAIN ORIGINAL CHIMNEYS

a. Original chimneys (particularly those that are architecturally distinguished and visible from the right-of-way) shall be retained.

b. Historically exposed masonry surfaces shall be maintained. Altering a chimney's character by parging, siding, or otherwise covering exposed surfaces in lieu of repair is not appropriate.

c. In instances where a chimney is made non-functional, the chimney shall be retained and a clay, slate, or stone cap installed to seal its opening. The cap shall be installed so that it does diminish the original design, damage historic materials, or require removal of features.

d. Shortening or removing original but non-functional chimneys is prohibited unless necessitated by imminent structural failure.

e. When rebuilding a collapsed or removed chimney is necessary or constructing a new chimney, traditional materials such as brick or stone shall be used. Simulated masonry is prohibited.

5.4 RETAIN AND REPAIR HISTORIC PARAPETS AND CORNICES AS CHARACTER-DEFINING FEATURES

a. Historic parapets and cornices shall be preserved through appropriate maintenance.

b. The scale, character, and configuration of historic cornices shall be maintained. Removing intact components or adding features with no historical basis is prohibited.

c. The scale and proportion of parapets shall be maintained. Lowering or removing a parapet instead of stabilizing or repairing it is prohibited.

VISUAL DISTINCTION. Cornices and parapets add a great variety of rich detail to Columbia's historic commercial buildings. Such elements are to be preserved as traditional character-defining features of the district alongside other critical components such as storefronts, decorative moldings, and decorative brickwork.

REPAIR NOT COVER. Deteriorated sections of cornices are to be repaired in-kind or with compatible materials. Long-term or permanent covering over of deteriorated cornices is not an appropriate alternative to repair.

d. Repair and replacement of cornices shall be limited to sections that are missing or deteriorated beyond repair. Total replacement of largely intact cornices shall be prohibited.

e. Deteriorated sections and individual features shall be replaced with materials visually compatible with the original in size, shape, scale, profile, color, and texture.

f. Replacement of deteriorated elements with in-kind materials is encouraged where feasible and practical. Substitute materials will be evaluated by the HZC on a case-by-case basis in consideration of their compatibility with original features.

5.5 MAINTAIN COMPATIBILITY WHEN RECONSTRUCTING MISSING CORNICES

a. Where a historic cornice is missing and reconstruction is desired, the new design shall be compatible with the building's age, style, scale, and materials.

b. The design and composition of reconstructed cornices shall be based on physical or historical evidence. In the absence of sufficient evidence, a simplified cornice design shall be used. Taking visual cues from extant cornices on buildings of a similar age and style in the district is appropriate.

c. New cornices shall be properly flashed and sloped to minimize potential moisture buildup and water penetration into the building.

5.6 MINIMIZE THE VISUAL IMPACTS OF ROOFTOP ADDITIONS AND EQUIPMENT

a. Rooftop additions are generally discouraged. In cases where a rooftop addition is permitted, it shall be setback from the face of the building to minimize its appearance and maintain perception of the building's original massing.

b. Skylights, vents, rooftop gardens, rooftop decks, and rooftop mechanical equipment such as air-handling units shall be placed toward the rear elevation or in inconspicuous locations where they will not detract from the character of the building. Installation on a façade roof slope or flat roof near the front face of the building is prohibited.

c. Rooftop additions shall be designed to be compatible with the building in scale and composition as well as the character of the surrounding district.

d. New rooftop features that require alteration of the original roof shape and configuration or cause damage or removal of character-defining features and materials are prohibited.

e. Utilizing round downspouts (either copper or painted to match a building's trim) is most appropriate for drainage systems in the commercial district. Coordinating collector systems among adjacent buildings to minimize the number of installations is encouraged.

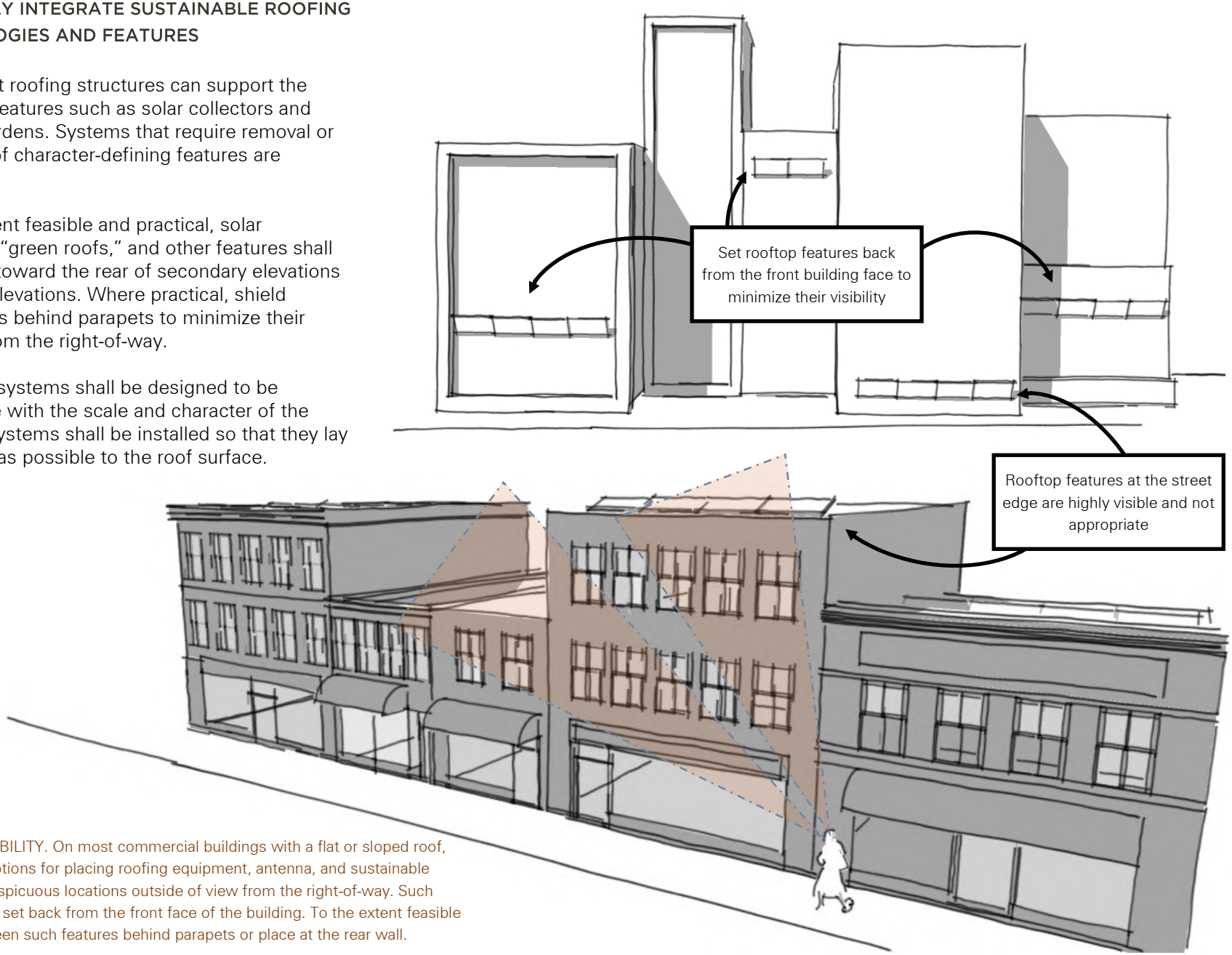
f. The installation of architectural details such as decorative cornices and brackets along the roofline of a building when there is no historical precedent conveys a false sense of history and is prohibited.

5.7 CAREFULLY INTEGRATE SUSTAINABLE ROOFING TECHNOLOGIES AND FEATURES

a. Ensure that roofing structures can support the weight of features such as solar collectors and rooftop gardens. Systems that require removal or alteration of character-defining features are prohibited.

b. To the extent feasible and practical, solar collectors, "green roofs," and other features shall be placed toward the rear of secondary elevations or at rear elevations. Where practical, shield installations behind parapets to minimize their visibility from the right-of-way.

c. Collection systems shall be designed to be compatible with the scale and character of the building. Systems shall be installed so that they lay as parallel as possible to the roof surface.



PEDESTRIAN VISIBILITY. On most commercial buildings with a flat or sloped roof, there are many options for placing roofing equipment, antenna, and sustainable solutions in inconspicuous locations outside of view from the right-of-way. Such features are to be set back from the front face of the building. To the extent feasible and practical, screen such features behind parapets or place at the rear wall.

Objective: Maintain and preserve historic wall surfaces as character-defining features.

EXTERIOR WALLS AND EXPOSED FOUNDATIONS

5.8 RETAIN THE CHARACTER AND FINISH OF HISTORIC WALL SURFACES

a. The appearance of historic wall surfaces and exposed foundation materials, including their functional and decorative features, shall be maintained and repaired in accordance with the appropriate material guidelines.

b. The visibility of historic wall surfaces shall be maintained. Covering or replacing historic surfaces with synthetic sidings, stucco, veneers, or other materials where they did not historically exist is not appropriate. Chemical applications that alter the color or texture of historic surfaces are prohibited.

c. The character of wall surfaces shall be maintained by retaining and preserving claddings, corbelling, quoins, cornices, and other distinguishing features.

d. The introduction of features such as vents, balconies, ornamental details, and awnings shall not compromise the integrity of the building or create a false sense of history or style.

e. Masonry commercial buildings shall not be clad with another material. Painting historically exposed masonry surfaces is prohibited.

f. Where present, historic exterior claddings shall be replaced only when original materials are deteriorated beyond repair. New claddings shall match the original in scale, profile, and finish as closely as possible so as to minimize impacts to the building's character.

g. Trim work and accent finishes shall be replaced only when deteriorated beyond repair. Replace in-kind or, where appropriate, select alternative materials that match the original in scale, profile, detail, and finish.

h. Uncovering and repairing historic wall and foundation surfaces that have been concealed is encouraged.

i. Removing orphaned building elements such as junction boxes, cables and conduits, and other such features is encouraged.

5.9 PROTECT THE CHARACTER OF EXPOSED FOUNDATIONS

a. When structural deterioration necessitates repair of exposed foundations, in-kind materials or compatible alternatives that replicate the original color, profile, configuration, and finish shall be used. Cladding, parging, or otherwise covering historically exposed foundation materials is not an appropriate alternative for repair and is prohibited.

b. Historic foundation features such as windows, decorative vents, grills, piers, and latticework shall be retained and preserved.

c. New foundation openings, including those for ventilation or mechanical installations, shall be located on rear elevations.

DISTINGUISHING FEATURES. While most buildings in the commercial district share a common masonry palette, a wide variety of details and treatments distinguish the various wall surfaces throughout the district. These details reflect the care that building owners put into their buildings as permanent, attractive components of Columbia's commercial core. An emphasis should be placed on retaining and respecting such elements as character -defining features that contribute to the material fabric and texture of the area. Removing, obscuring, or otherwise altering such features is prohibited.

Objective: Embrace historic precedents in storefront design standards that promote visibility and pedestrian-scaled activity at the street level.

For National Park Service guidance on maintaining, repairing, and replacing storefronts, see "Rehabilitating Historic Storefronts" at nps.gov/tps/how-to-preserve/briefs/11-storefronts.htm.

COMMERCIAL STOREFRONTS

GENERAL GUIDELINES

5.10 PRESERVE AND MAINTAIN HISTORIC STOREFRONTS, INCLUDING FUNCTIONAL AND DECORATIVE ELEMENTS

a. The character-defining features of an individual storefront shall be preserved as critical components of the design and composition. Such features include decorative elements and framing members such as piers, columns, lintels, cornices, and bulkheads/kickplates.

b. Historic masonry, wood, and metal storefront components shall be protected through appropriate maintenance and repair. Paint finishes shall be maintained on historically painted surfaces to extend their useful life.

c. The traditionally well-defined openings and arrangement of a storefront shall be retained. Enlarging or infilling openings shall be avoided unless evidence is provided that shows the building historically had a different configuration.

d. The primary plane of the storefront shall be maintained at the sidewalk edge unless the building is demonstrated to have historically had a different configuration. Moving a storefront back from its original position to create an exterior alcove and incorporating elements that project beyond the plane of the building are prohibited.

e. Historic exterior alcoves shall be retained, including decorative features and signage incorporated into the floor of the alcove. Infilling a historic exterior alcove is prohibited unless sufficient evidence exists to warrant the return to a different configuration.

5.11 LIMIT REPLACEMENT OF STOREFRONT COMPONENTS TO THOSE DETERIORATED BEYOND REPAIR

a. Replacement of storefront components shall be limited to those elements that are deteriorated beyond repair. Total replacement of serviceable storefronts when there is only localized deterioration is prohibited.

b. Where a replacement feature is necessary, designs shall match the original in size, scale, shape, profile, texture, and finish as closely as possible.

c. In-kind wood or metal materials are strongly encouraged. Alternative materials will be reviewed by the HZC on a case-by-case basis in consideration of their compatibility with the style and age of the building and existing storefront components. Vinyl and faux masonry are prohibited for commercial storefronts.

5.12 WHEN NECESSARY DUE TO ABSENCE, TOTAL LOSS, OR ADVANCED DETERIORATION, RECONSTRUCT STOREFRONTS TO BE COMPATIBLE WITH THE BUILDING AND DISTRICT

a. Where a historic storefront is deteriorated beyond repair, new storefronts compatible with the original in scale, profile, composition, transparency, and visual character shall be used.

b. Where a historic storefront is missing, compatible new designs shall be based on physical or documentary evidence. In the absence of sufficient evidence, a design with simple detailing and traditional storefront elements shall be used. Designs shall employ a predominately glass storefront to maintain a degree of transparency compatible with historic precedents in the district, and storefront entrances shall be placed in traditional locations.

c. Reconstructed or new storefronts shall be comprised of materials that are visually and structurally compatible with traditional storefronts in the district. Unpainted wood surfaces and bright metallic finishes are not appropriate unless historically present or consistent with the visual character and age of the building.

REPAIR NOT COVER. Historic storefront components shall be retained and preserved. If a building is vacated, make sure materials and features are stable and secure storefronts to minimize the potential for damage or vandalism (left). Removing or covering over of historic storefront elements (right) instead of repairing them diminishes the architectural integrity of the building and streetscape and is prohibited.

A STOREFRONT CORNICE/SIGN BAND

A simple cornice and/or sign band typically frames the top of the storefront and marks the transition between the public first-story space and private upper-story space. The traditional character of this space shall be retained by maintaining visibility of decorative cornices and sign bands. Covering and obscuring decorative features in this space are prohibited, as is installation of vents and other such equipment and utilities in this area. See Section 8 for guidelines on wall signs in the sign band.

B TRANSOM WINDOWS

Transoms are windows located above an entrance and display windows. They were intended to provide ventilation and allow daylight to pierce deep into the building's interior. Transoms were sometimes fitted with stained, leaded, or texture glass, and many transoms were covered over in the past. Transoms shall be retained, maintained, repaired, and replaced in accordance with the window guidelines. Covering over, infilling, and blacking out transoms are prohibited.

C DISPLAY WINDOWS

Large display windows were nearly universal on traditional storefronts, serving as the primary mechanism for business owners to attract the attention of passing pedestrians with views of merchandise or view inward to a store or restaurant. The individual composition, size, division, and shape of display windows shall be retained. Storefront transparency shall be retained as a character-defining feature that is critical to the pedestrian experience of the district.

D ENTRANCES

Storefront entrances are the first point of interaction with the public and shall be maintained as part of well-configured storefront systems that capture the historic character of the area. Historic entries shall be retained at the building face unless a historic exterior alcove exists, and doors shall be retained, maintained, and repaired in accordance with the guidelines. Balancing compatibility with historical precedents and code requirements is critical when replacing deteriorated doors that are no longer serviceable.

E STRUCTURAL SUPPORTS

Structural supports flank the storefront and carry the weight of the building above, allowing for large areas of glass. Typically masonry and occasionally faced with cast iron storefront elements, the integrity of structural supports shall be maintained so as not to introduce the potential for failure of the storefront. Historic facing materials and adornments shall be retained, maintained, repaired, and replaced in accordance with the guidelines.

F BULKHEAD/KICKPLATE

The bulkhead is the base that provides a footing for glass display windows. Bulkheads are typically of frame construction but may also be brick or concrete. They may be faced with a variety of elements, including panels and tiles. Bulkheads shall be maintained in their historic configuration. Removing, lowering, or raising a bulkhead disrupts the spatial organization of the storefront and shall be avoided.

WHAT IF MY STOREFRONT WAS MODIFIED IN THE PAST?

Many storefronts across the country were remodeled after their construction, particularly during the early to mid 20th century. These later storefronts reflect the evolution of architectural and retail trends and may have gained significance in their own right. When a building has a later storefront dating to no later than the 1950s, critical consideration should be given to the building when planning alterations. For some buildings, it may be appropriate to retain the later storefront as a character-defining feature while it may be appropriate to return a building's storefront to its original detail in other instances. This evaluation should be based on the age and character of the building, the building and district's period of significance, the significance of the later storefront, and the practical aspects of returning a storefront to an earlier period. In instances where later storefronts are removed, facades shall be returned to a design consistent with their historical character in consideration of available physical and historical documentation. Speculative designs are not appropriate.

PROMOTING PEDESTRIAN INTERACTION. Storefront entries are integral to the pedestrian experience and work alongside other storefront components to draw potential patrons into a business. Storefront entries (including access to upper stories) are to be preserved as character-defining features, and doors should maintain a transparency compatible with the display windows to maintain a cohesive street wall.

STOREFRONT ENTRIES AND DOORS

5.13 RETAIN THE LOCATION AND CHARACTER OF HISTORIC STOREFRONT ENTRY ASSEMBLIES

a. The location, size, and proportions of original door openings shall be retained.

b. Door openings shall not be filled in, reduced, or enlarged. Boarding over of historic door openings is prohibited.

c. Storefront entry openings shall not be enclosed. If entries to secondary spaces or upper-story spaces are no longer needed, retain the door opening, block it from the interior, and fix the door in place to maintain the exterior appearance.

d. Historic exterior alcoves shall be retained. Infilling a historic alcove is prohibited unless sufficient evidence exists to warrant the return to a different configuration.

e. Restoring previously altered or enclosed storefront openings is encouraged.

f. Cutting new entry openings into the storefront or façade disrupts the historic relationship of the building to the street and shall be avoided.

5.14 RETAIN AND REPAIR HISTORIC DOORS AND ENTRY FEATURES ON THE FAÇADE

a. Protective surface coatings shall be maintained. Historic doors, trim, and features such as transoms shall be retained. Deteriorated yet serviceable components shall be repaired rather than replaced.

b. Only the deteriorated section of a component shall be repaired or selectively replaced. If removal of intact features is required for repair or replacement of another element, document their location prior to disassembly.

c. Clear glass shall be used when repairing or replacing damaged glazing. Frosted, tinted, reflective, opaque, and other decorative glass are prohibited unless they were historically present.

d. Removing historic leaded, art, or prismatic glass is prohibited.

5.15 MAINTAIN COMPATIBILITY WHEN SELECTING REPLACEMENT DOORS

a. Historic doors shall only be replaced when they are deteriorated beyond repair. If deterioration is confined to a specific element or feature, only the damaged component shall be replaced. Total replacement of an entire assembly is prohibited when only localized deterioration is present.

b. New doors shall fit the original opening. Visibly enlarging or reducing an opening for a new door is prohibited.

c. When replacing existing historic doors, new doors shall be compatible with the size, proportions, glazing, and configuration of the existing door. In-kind materials are strongly encouraged. Alternative materials will be reviewed on a case-by-case basis.

d. When replacing non-original doors, new doors shall be compatible with the character and style of the building as well as traditional precedents in the district. Residential doors are prohibited on commercial buildings unless the building has been converted from residential use.

e. Replacement doors shall provide a degree of transparency consistent with historic precedents in the district. Tinted glass is not appropriate.

STOREFRONT WINDOWS AND TRANSOMS

5.16 RETAIN THE CHARACTER AND ARRANGEMENT OF HISTORIC STOREFRONT WINDOWS

a. The configuration and size of historic storefront windows shall be retained. Where alterations are necessary for security or functionality, changes shall not be discernible from the exterior.

b. Storefront windows shall be maintained as transparent space to encourage pedestrian interest and patron interaction.

c. Clear glass shall be used in storefronts. Smoked, tinted, and mirrored glass distort perception of the street wall and are prohibited.

d. Storefront windows shall not be reduced, enlarged, or infilled. Restoring previously altered storefront windows is encouraged.

e. Permanent boarding over of storefront windows or covering windows with opaque materials is prohibited. Removing non-historic projecting roofs/ canopies and opaque coverings to re-engage the pedestrian level of the property is strongly encouraged.

5.17 MAINTAIN COMPATIBILITY WHEN STOREFRONT WINDOWS REQUIRE REPLACEMENT

a. Deteriorated but serviceable elements such as framing members, piers, transoms, and bulkheads shall be repaired.

b. Damaged historic glass shall be replaced with new glass that matches the clarity of the original and fits the original opening.

c. When replacement of a window unit is necessary, new units shall match the original in size, proportions, character, and finish as closely as possible. Replaced framing members shall be visually compatible with the scale, spacing, texture, and profile of the storefront.

d. Painted wood or anodized aluminum with a baked-on enamel finish shall be used unless another material can be demonstrated to have been historically present. Exposed aluminum will be reviewed by the HZC on a case-by-case basis.

STYLISTIC COMPATIBILITY. Exposed aluminum storefront components are only appropriate when they are compatible with the style and age of the building and a configuration compatible with traditional storefront arrangements is used, as shown in the below photograph.

Objective: Maintain historic secondary windows (including upper-story openings) and doors as features that provide a human scale and visual depth to commercial buildings.

For National Park Service guidance on maintaining historic wood windows, see "The Repair of Historic Wooden Windows" at nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm.

SECONDARY WINDOWS AND DOORS

5.18 RETAIN AND PRESERVE HISTORIC WINDOWS ON THE FAÇADE AND PROMINENT SECONDARY ELEVATIONS

a. The pattern and rhythm of upper-story façade windows shall be maintained.

b. The location, size, proportions, and vertical-horizontal alignment of window openings shall be maintained. Enlarging or reducing openings disrupts the spatial organization of the building and shall be avoided.

c. Existing wall surface ratios on the façade shall be maintained. Closing openings and introducing new openings is prohibited. Additional leniency may be provided on secondary elevations. In cases where enclosure is permitted on a masonry building, the infill material shall be recessed to maintain the outline of the original opening.

d. Windows shall be maintained as transparent features as distinguished from street level. Minimal tinting is allowable for privacy but blacking out of upper-story windows is prohibited.

e. Historic windows and features such as decorative moldings and hoods shall be retained and repaired. Protective surface coatings shall be maintained.

f. Improving the energy efficiency of historic windows is encouraged. Maintain caulk and glazing putty in good condition and apply weather-stripping, ensuring all joints are tight and sealed.

g. Low-e or light-absorbing coatings shall only be used when it can be demonstrated that there will be no substantial change in the appearance of the glass as viewed from street level.

h. Exterior storm windows shall allow for a full-view of the primary window or have a meeting rail that aligns with that of the primary window. Interior storm windows are encouraged. Incorporating air-tight gaskets, ventilating holes, and/or removal clips is recommended to minimize condensation.

i. Window air-conditioning units are prohibited on façade and prominent secondary elevations.

5.19 REPAIR DETERIORATED BUT SERVICEABLE WINDOWS ON THE FAÇADE AND PROMINENT SECONDARY ELEVATIONS

a. Historic window components that are deteriorated but serviceable shall be repaired rather than replaced. Permanent boarding over or covering of windows as an alternative to repair is prohibited.

b. Only the deteriorated component of a window shall be repaired or replaced, removing as little historic material as possible.

c. If necessary, remove a sash from its frame prior to repair to minimize damage to other components. Record features prior to dismantling.

d. Only clear glass shall be used when repairing or replacing damaged glazing. Tinted, reflective, opaque, and patterned glass shall not be used unless historically present.

5.20 MAINTAIN COMPATIBILITY WHEN REPLACING WINDOWS ON THE FAÇADE AND PROMINENT SECONDARY ELEVATIONS

a. Historic window sashes shall only be replaced when they are deteriorated beyond repair.

A RHYTHMIC ARRANGEMENT. Just like the pattern of storefronts along a street, the rhythm and consistent placement of upper-story windows provides continuity across individual buildings and fosters a cohesive aesthetic even when individual buildings are of varying architectural styles and periods.

Window replacement projects can be substantial, costly undertakings. As such, it is important to make sure that you are making the right design choices and appropriately prepared to present your project to the HZC for review. The following approach is recommended:

- Prepare an inventory of your windows: You should not just assume that your windows need to be replaced or that all windows require replacement at the same time. It is incredibly rare that all windows would deteriorate at the same rate. Preparing an inventory of your windows and their conditions independent of a sales assessment can help you make evaluations regarding appropriate treatment strategies. The inventory can also be used to support your COA application.
- Carefully consider what needs to be replaced: When evaluating your options, critically assess what needs to be replaced and why. In some instances you may find that resealing a window would serve the same purpose as replacement at a much lower cost. Other times you may find that a sash does warrant replacement. Rarely does the entire window assembly need to be replaced. Intact components are to be retained.
- Gather evidence for your project: Once you have determined the actions necessary, gather documentation depicting the condition of the window components to be replaced. This should be used in support of your COA application to demonstrate project needs and show that you have done your due diligence in evaluating potential project solutions.
- Find a suitable replacement: Finding a suitable replacement component for your project is critical, both in meeting your project goals and maintaining the character of your property. Replacement components on the façade and elevations visible from the right-of-way should be visually compatible with the historic windows as character-defining features of the building.

WHAT DOES THE HZC CONSIDER DURING REVIEW?

The HZC will carefully review all proposed window replacements that deviate from the building's historic character. The following will be considered during the review:

- Why is window replacement being proposed? Make sure you convey what you are trying to achieve with your project, whether addressing deteriorated building components, achieving greater energy efficiency, or a change in aesthetics.
- What is the condition of the windows proposed for replacement? Make sure you appropriately illustrate current conditions if you are proposing a project based on the deteriorated condition of existing units. Burden of proof for demonstrating windows are deteriorated beyond repair is the obligation of the project applicant. In the absence of widespread deterioration, describe what alternatives have been considered.
- How significant and visible are the windows to be replaced? If your windows are character-defining features and highly visible, critically consider how changes may be perceived and what impacts the replacement project may have on the visual qualities of the building.
- Is the replacement unit compatible with the character of the building and a durable option? Place a priority on selecting units that are compatible with historic windows in scale, profile, configuration, operation, and finish. Replacing wood windows with new wood counterparts is the most appropriate design solution and is strongly encouraged unless it is technically or economically infeasible to do so. Alternative materials will be reviewed on a case-by-case basis in consideration of the individual character of a property.

b. Only the deteriorated component of a window (e.g., the sash) shall be replaced. Total replacement of an entire assembly (i.e., sash and frame) when only localized deterioration is present is prohibited.

c. Replacement windows shall match the original in size, proportions, configuration (i.e., number of panes), and operation (e.g., double-hung).

d. Wood windows on the façade shall be replaced with wood windows. Alternative materials will be reviewed by the HZC on a case-by-case basis. Anodized aluminum with a baked-on enamel finish and aluminum-clad wood may be considered on visible secondary elevations in lieu of wood.

e. Historic metal windows shall be replaced with new metal windows that are compatible with the visual character of the original units.

f. New windows shall be properly recessed within the original opening to protect the window and maintain historic profiles.

g. Deteriorated sashes on the façade and prominent secondary elevations shall be replaced with true divided light sashes or simulated divided light sashes with dimensional muntins permanently affixed to the exterior of the glass. Snap-in grids and removable internal grilles do not appropriately replicate historic profiles and shall be prohibited.

h. Historic hoods and exposed lintels and sills shall be retained when installing replacement windows.

i. Windows incompatible with the style and age of the building are prohibited.

5.21 EMBRACE SYMPATHETIC CHANGES TO WINDOWS AND DOORS ON SECONDARY AND REAR ELEVATIONS

a. Retaining and maintaining historic windows and doors on minimally visible secondary and rear elevations is encouraged.

b. Using in-kind and compatible substitute materials such as anodized aluminum and aluminum-clad wood is encouraged. Fiberglass may also be used for doors.

c. Window and door replacements shall maintain the size of the original opening. Reducing, enlarging, or infilling openings shall be avoided. In cases where enclosure is permitted, the infill material shall be recessed to maintain the outline of the original opening.

d. Replacement doors and windows shall be compatible with the character and style of the building as well as traditional precedents in the district. Adding elaborate decorative details where there is no historical precedent is prohibited.

5.22 DESIGN NEW OPENINGS TO BE AS INCONSPICUOUS AS POSSIBLE

a. New openings shall be limited to minimally visible side elevations and rear elevations.

b. New openings shall be compatible with the rhythm, size, and proportions of existing openings.

c. Simple designs shall be used for new openings. Elaborate decorative details are prohibited.

REAR ELEVATIONS. While secondary and rear elevations in the commercial district are more utilitarian than the façade, maintaining compatibility and simplicity in projects involving windows and doors on these elevations is encouraged.

Objective: Install awnings and canopies with respect to the historic character, scale, and spatial relationships of a building and its storefront.

For National Park Service guidance on awnings and related features see "The Use of Awnings on Historic Buildings" at nps.gov/tps/how-to-preserve/briefs/44-awnings.htm.

AWNINGS AND CANOPIES

5.23 SELECT AWNINGS BASED ON THEIR COMPATIBILITY WITH THE CHARACTER OF THE BUILDING AND STREETSCAPE

a. Awnings shall be compatible with the building, streetscape, and neighboring properties. Awnings on the façade shall be fixed in place (not retractable).

b. Awnings shall be deep enough to provide shelter and shade but not obstruct views along the streetscape. Awnings should generally project no more than 4 feet from the building.

c. Awnings shall be placed at an appropriate height in relation to the storefront cornice. The bottom of an awning shall be at least 7.5 feet above the sidewalk.

d. Awnings shall be installed so that they do not obstruct, damage, or require removal of character-defining features. Where masonry is present, framing for an awning shall be mounted through mortar joints to avoid damage to the masonry face.

e. An awning shall fit the opening it shades. Awnings that are wider than the opening being sheltered and awnings that cross or obscure end columns and piers that divide storefronts and window bays shall be avoided.

f. Fabric/canvas awnings supported by a metal internal frame shall be used unless there is historical precedent for another design. Plastic, vinyl, leatherette, and metal awnings are prohibited.

g. An awning's shape shall be based on the shape of the opening that it shelters. Shed or straight-sloped awnings (triangular from the side) with a valance are most appropriate for flat and segmentally-arched window openings. Half-dome awnings are most appropriate for arched openings. Box awnings, mansard roofs, and balloon awnings are not appropriate.

h. Awnings shall be open on the underside. Awnings with a solid or closed underside are bulky and appear heavy, inappropriately box in the street, and are prohibited.

i. Striped or solid color awnings that complement the trim of a building are most appropriate. Awnings shall have a matte finish and be opaque. When multiple awnings are placed on a building with multiple bays, the design of the awnings shall be identical.

j. Internal illumination of awnings is prohibited.

5.24 LIMIT THE USE OF CANOPIES AND MARQUEES TO HISTORICALLY APPROPRIATE LOCATIONS

- Historic canopies and marquees shall be retained, maintained, and repaired.
- Canopies and marquees shall not be installed on buildings unless their use has historical precedent as illustrated by physical or documentary evidence. Installing a canopy or marquee on a historic building that never had such a feature is prohibited.
- Canopies and marquees were historically constructed of wood or metal. New canopies, where appropriate, shall be based on historical precedents.
- In the absence of historic documentation demonstrating otherwise, canopies shall be of a simple design. Elaborate detailing and metalwork are not appropriate when there is no historical precedent for such designs.
- Canopies and marquees shall use a support structure that has as few in-ground vertical supports as possible so as not to obstruct the pedestrian way.
- Canopies on the façade or a secondary elevation shall not be used to create an upper-story balcony where no such feature historically existed.

AWNINGS AND CANOPIES—WHAT'S THE DIFFERENCE?

Historically comprised of canvas or fabric and featuring an internal frame, awnings were a historically popular means of sheltering pedestrians, advertising businesses, and shading display windows in commercial areas. They were widely used across buildings of all styles and ages. A canopy is a much more substantial element than an awning. It is a fixed feature made of hard materials such as metal or wood that is supported by external elements such as posts or structural ties. Canopies often appear as cantilevered slabs and were commonly used on theaters, hotels, and some restaurants and storefronts. They are not appropriate for all building types or styles and their use must be carefully considered.

BUILDING
5

6 NEW CONSTRUCTION

EMBRACING A SYMPATHETIC APPROACH

Over time, historic districts may evolve through new construction (additions and infill) designed to improve the functionality of an existing building, infill a vacant lot, or replace an existing building due to loss through fire, weather events, or demolition. Consideration must be given to both additions and new construction as the introduction of new buildings into a district has the potential to negatively impact the fabric of the streetscape if not carefully planned for and designed.

Where new construction is pursued, applicants are encouraged to engage Development Services staff and the HZC regarding potential design solutions to ensure that proposed architecture respects the historic design integrity of a district and is compatible with existing architecture in massing, scale, materiality, and articulation. With proper planning, new construction can both meet the needs of the property owner and be designed in such a way that it is sympathetic to and harmonious with the character of a district.

Objective: Engage context-sensitive solutions that promote compatibility and high-quality design in additions and new construction.

RESIDENTIAL GUIDELINES

A ADDITIONS

6.1 LOCATION

a. Additions shall be located on the rear elevation or at the rear of secondary elevations to minimize their appearance from the right-of-way.

b. Additions shall be located so that they do not damage, obscure, or require removal of character-defining features of the original building.

c. Additions shall be located to maintain a setback consistent with the character of the district. Additions shall not substantially alter the relationship of open to occupied space on a lot.

6.2 VISUAL IMPACT AND COMPATIBILITY

a. Original buildings shall be maintained as the primary dwelling. Reorienting a building to use the addition as the primary entry is not appropriate.

b. Additions shall be compatible with the size, scale, setback, and massing of the original building.

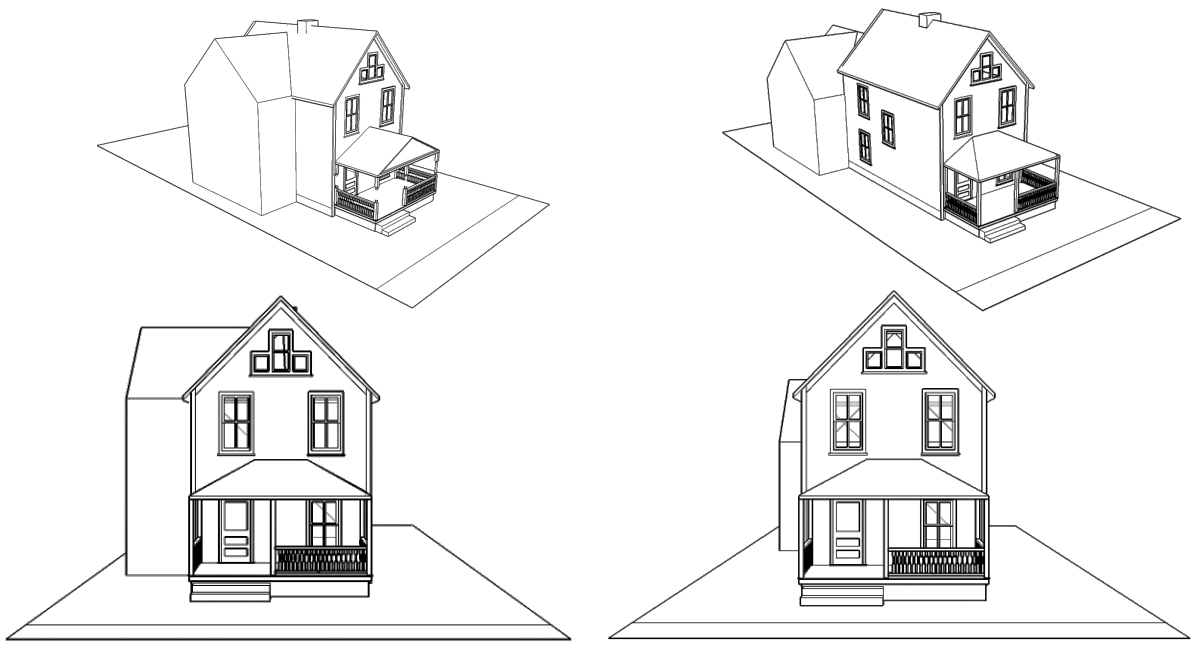
c. Additions shall be visually compatible with and subordinate to the original building. Additions shall be scaled so that they do not visually diminish the original building. Additions that exceed 1/3 of a building's existing square footage shall be avoided.

d. Additions shall have a roof shape, pitch, and complexity compatible with that of the original building.

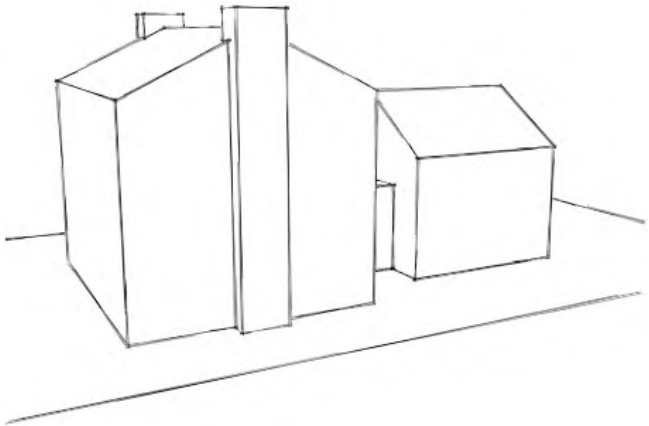
e. Simplified designs that take visual cues from the character of the original building are most appropriate. Excessive ornamentation and duplicating original details shall be avoided.

f. Traditional materials or alternative materials that are compatible with the original building in scale, profile, finish, and texture shall be used when visible from the right-of-way.

g. Door and window openings shall conform to the proportions, size, and rhythm of openings on the original building.



MASSING AND PLACEMENT OF ADDITIONS. Carefully consider the massing and location of additions to your property as even small variations can make a significant difference in perception. For example, the addition at the left is large and imposing even though it is located on a side elevation. By slightly adjusting the scale of the addition and setting it back behind the primary mass, however, the addition can be made to be more compatible with the architecture of the original building, as shown in the illustration to the right.

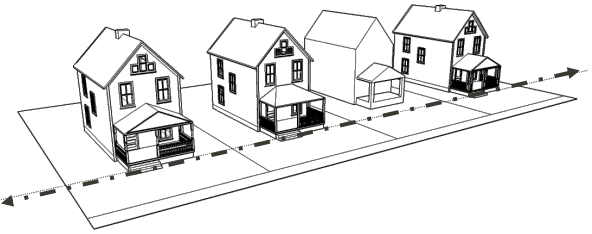


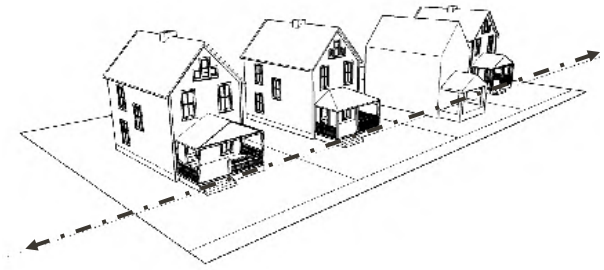
DIFFERENTIATION. Designing additions with walls that are recessed from the original building and separating large additions from the original building by a linking corridor are encouraged as an appropriate means of maintaining the original building and addition as separate, distinguishable features.

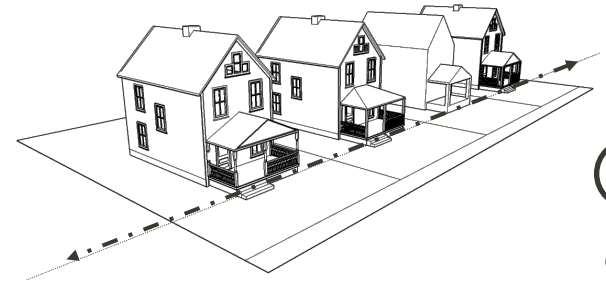
PLANNING AN ADDITION

When planning and designing an addition to a historic building, it is important to give consideration to the factors that will be evaluated by the HZC during design review. Questions the HZC may consider include:

- How visible will the addition be from the right-of-way?
- Does the addition diminish the ability to appropriately interpret the character and age of the original building?
- Does the addition disrupt perception of adjacent properties and the broader streetscape?
- Does the addition require significant alterations to the original building or removal of character-defining features?
- Does the addition require significant structural changes to the original building?
- Is the addition subordinate to the original building?
- Is the addition set back from the original building and the right-of-way?
- Is the addition of as simple design that is compatible with the original building?
- Is the addition of high-quality design and materials?
- Could the addition be removed in the future without causing irreversible damage to the original building?







SETBACK. New construction in a residential area should conform to established precedents in a neighborhood. Where there is a generally established regularity to setback, buildings that are set too close to the right-of-way or too far back from the right-of-way can disrupt the rhythm of the streetscape.

h. Additions that require substantial alterations to the structural system of the original building are prohibited. Additions shall be constructed in such a way that they can be removed in the future with damage to or destruction of the original building.

6.3 DIFFERENTIATION

a. Simplified details that reference the character of the original building are appropriate.

b. Subtle changes in setback, material, and details are an appropriate means for distinguishing additions from the original building.

c. Designing additions with walls that are recessed from the original building and separating large additions from the original building by a linking corridor are encouraged as an appropriate means of maintaining the original building and addition as separate, distinguishable features.

d. Additions shall be identifiable as a product of their own time. It should be clear what is historic and what is new.

B NEW CONSTRUCTION

6.4 LOCATION

a. Historic spatial relationships shall be maintained by locating new construction within the range of established front and side yard setbacks of properties on the same block.

b. Landscape elements, features such as walls and fences, and building components such as porches shall be at compatible setbacks similar to those of properties on the same block.

6.5 SITE COVERAGE

a. Precedents of open to occupied space in the district shall be maintained.

b. Configuring the massing of a new building to maintain visual compatibility with historical precedents in lot coverage is encouraged.

6.6 ALIGNMENT AND RHYTHM

a. The façade of a new building shall generally be compatible with the alignment of adjacent buildings unless there is historical precedent for substantial variation in the district.

b. The placement of a new building on a lot shall maintain historical precedents of spacing between primary buildings on adjacent lots.

c. New construction shall be oriented so that it is parallel to lot lines.

d. Primary entrances shall be oriented toward the street.

e. Sidewalks, steps, porches, and other such features shall be compatible with the rhythm of existing features in the district.

6.7 FORM, MASSING, AND SCALE

a. New buildings shall employ forms, massing, and scales consistent with those traditionally found in the district.

b. Buildings shall have a footprint and roof form with a similar complexity to buildings within the same block. Hip and gable roofs are typically appropriate.

PLANNING NEW CONSTRUCTION

The guidelines for new construction are not intended to define a specific style or set of features required for new buildings within historic districts. Rather, the guidelines are intended to promote an understanding of the general characteristics that are important to consider in designing a new building that is broadly compatible with established precedents. The goal is to promote construction of high-quality buildings that enhance the architectural character of the area. The following may be considered by the HZC when reviewing new construction:

- Does the building maintain the street plan?
- Does the building fall within the established rhythm along the street?
- Is the building orientation and setback consistent with existing buildings?
- Is the entrance oriented to the street?
- Does the building's massing fall within the established range in the district?
- Does the façade incorporate human-scaled features?
- Is the ratio of solid wall to openings consistent with that of surrounding buildings?
- Is the complexity of the building appropriate within its context?
- Is the roof shape and pitch consistent with those existing in the district?
- Are features of an appropriate scale and comprised of traditional materials or modern counterparts with proven durability?
- Does the design appropriately incorporate architectural details that promote visual interest but refrain from duplicating historic features?

BUILDING HEIGHTS. Designing new construction to fall within the range of typical heights in a neighborhood is also important in making sure that the scale and massing of a property is appropriate for the neighborhood in which it is located. Properties that are out of context with the neighborhood (top) can disrupt the character and feeling of a streetscape. While new dwellings do not need to be the exact height of existing dwellings, they should fall within the range of average heights along the same block to promote compatibility with established precedents (bottom).

c. New buildings shall be designed to be within the established range of building heights within the same block and adjacent streets, not varying more than 10% from the average height.

d. The proportions of the façade shall be compatible with historical precedents in the district. Large masses shall be broken up through vertical and horizontal articulation in order to reduce visual dominance along the street.

e. Designs shall be of a human scale, incorporating pedestrian-oriented features such as façade porches where appropriate for the area. Façade features shall be scaled to be compatible with those historically found in the area.

6.8 DESIGN AND ARCHITECTURAL FEATURES

a. Employing contemporary interpretations of historic designs and using simple contemporary forms that conform to established precedents of massing, scale, and character are encouraged. Replicating historic styles conveys a false sense of history and is prohibited.

b. Referencing traditional scales for features such as porches, windows, and doors that help define the rhythm of the streetscape is encouraged.

c. New buildings shall incorporate architectural details that provide articulation and visual distinction. Details shall complement the architectural fabric of the district, not compete visually with existing buildings.

d. Floor-to-ceiling heights shall fall within the range of those found on historic buildings in the district.

e. Roof features such as chimneys shall be appropriately scaled to the building.

6.9 FENESTRATION

a. Maintain compatibility with traditional precedents of solid to transparent space on the façade.

b. Windows and doors shall be compatible in proportion, shape, locations, and size as those traditionally found in the district.

c. Windows and doors shall be stylistically compatible with the building and district. Duplicating historical designs is not appropriate.

6.10 MATERIALS

a. New construction shall reflect traditional materials, textures, and colors compatible with the district. Using no more than two primary materials for exterior walls is encouraged.

b. Materials and features shall have traditional dimensions, promote a human scale, and have proven durability. Exaggerated and oversized materials are not appropriate and shall be avoided.

c. Materials shall be visually compatible in scale, profile, proportions, and finish to those historically found in the district. Alternative materials such as fiber cement board and cast concrete are appropriate for maintaining material compatibility with traditional materials. Faux masonry and vinyl and aluminum sidings are prohibited.

d. Using wood or aluminum-clad wood windows with a baked-on or enamel finish is strongly encouraged. Other materials will be considered by the HZC on a case-by-case basis. Vinyl and vinyl-clad windows and doors are not appropriate and shall be prohibited.

C GARAGES AND ACCESSORY BUILDINGS

6.11 LOCATION

a. Historic relationships among the primary building, open lawn, and landscape features shall be retained when locating a new accessory building.

b. New secondary buildings shall be located in rear yards or at the terminus of a driveway. Secondary buildings shall not be placed in front or side yards.

c. Locating garages so that they do not require new curb cuts is recommended.

6.12 CHARACTER

a. New secondary buildings shall be compatible with the site and original building in scale, massing, and design.

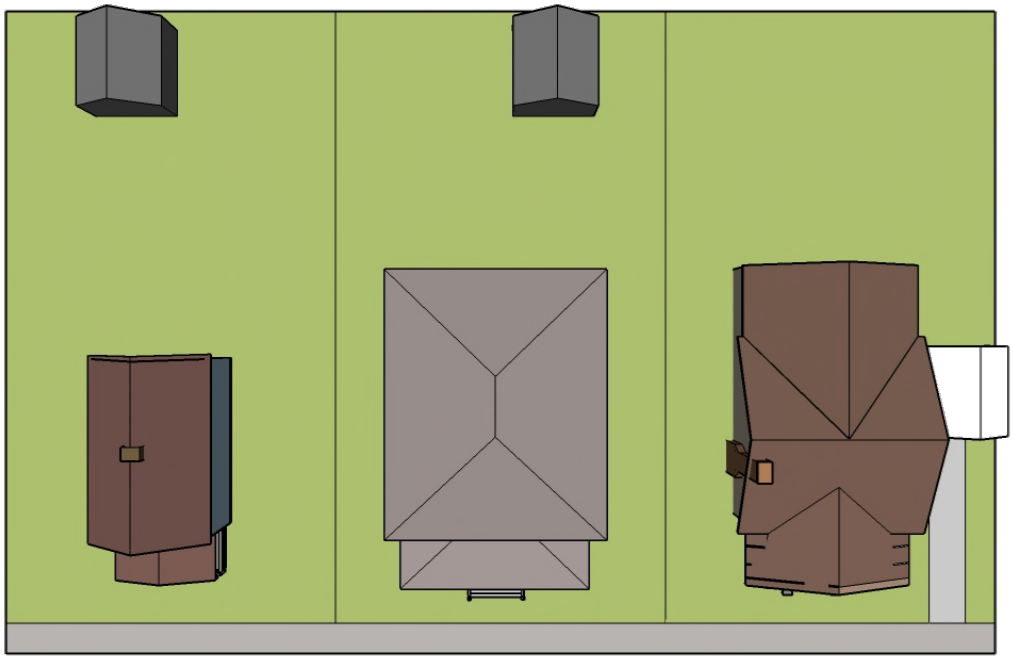
b. Simplified designs shall be used. Secondary buildings that visually compete with the primary building are prohibited.

c. Designs shall utilize a roof shape and pitch consistent with those on secondary buildings historically found in the district.

d. One-story designs shall be used unless there is historical precedent for a taller building in the district.

e. Designs shall use traditional or alternative materials compatible with the visual qualities of the district.

f. Windows and doors shall be proportionally consistent with the size of the building.



BUILDING PLACEMENT. Secondary buildings are to be located at the rear of a lot and out of view from the public right-of-way. Placing an outbuilding alongside a property toward the front of a lot such as is shown on the right is not appropriate unless there is historical precedent for such a spatial organization. It should be noted that if a secondary building cannot be seen at all from the right-of-way, a COA is not required.

Objective: Engage context-sensitive solutions that promote compatibility, high-quality design, and traditional pedestrian-oriented storefronts in additions and new construction.

COMMERCIAL GUIDELINES

A ADDITIONS

6.13 LOCATION

a. Additions are frequently limited to the rear of a lot by the nature of construction in the commercial district. In instances where a vacant lot along a side elevation provides an opportunity for an addition, the rear of the property is still generally the most appropriate location for an addition.

b. Rooftop additions that increase the floor height of a building shall be avoided.

c. Additions shall be located so that they do not detract from, obscure, or require removal of character-defining features.

d. Additions shall be located so that they can be removed in the future without damage to or destruction of the original building.

6.14 VISUAL IMPACT AND COMPATIBILITY

a. Additions shall be compatible with the style, size, scale, setback, and massing of the original building.

b. When side additions are constructed, original buildings shall be maintained as the location of the primary entrance. Side additions shall maintain the traditional setback and character of the street wall.

c. Additions shall be visually compatible with and subordinate to the original building. Additions shall be scaled so that they do not visually diminish the original building. Additions shall be of equal or less height than the original building.

d. Additions shall employ a roof form consistent with the original building.

e. Large unbroken expanses of wall surfaces on primary elevations are out of character with the area and shall be avoided along the right-of-way. Additions shall employ bay articulation compatible with historic treatments in the commercial district.

f. Masonry facings shall be used on street-facing additions in the downtown core. Other traditional cladding materials and compatible alternative materials may be appropriate on additions on arterial streets in consideration of the character, style, and materials of the original building.

g. Door and window openings shall conform to the proportions, size, and rhythm of openings on the original building. Contemporary interpretation of historic door and window openings is encouraged. Replication conveys a false sense of history and is prohibited.

h. Wood, wood-clad, and aluminum-clad windows with a baked-on enamel finish are generally appropriate. Other materials will be reviewed by the HZC on a case-by-case basis. Fiberglass, fiberglass-clad, vinyl, and vinyl-clad windows are prohibited.

i. Simple detailing is encouraged. Additions shall be identifiable as a product of their own time. It should be clear what is historic and what is new.

j. Finishes and details shall be compatible with the original building in scale, profile, and texture.

B NEW CONSTRUCTION

6.15 LOCATION

a. Designs shall be compatible with the existing organization of space along the street edge. In general, new construction shall maintain a cohesive street wall with no setback based on historical precedent in the district.

b. The façade of a new building in the commercial core shall span the entire width of a lot. Leaving vacant lot space on the sides of a building is not appropriate in consideration of historic design trends in the district.

c. Corner buildings shall be set at the street wall on all street-facing elevations.

d. Buildings shall be oriented parallel to the street.

6.16 ALIGNMENT AND RHYTHM

a. Designs shall be compatible with the rhythm of the block face.

b. New buildings shall be compatible in directional expression —either vertical or horizontal emphasis—with nearby buildings.

SETBACK. Setting a commercial building back from the property line to create a front-facing courtyard or other such feature (top) is not appropriate. New buildings in the commercial core are to follow established precedents of setback and maintain the historic street wall (bottom) as a consistent element of the district.

c. Floor-to-ceiling heights on buildings shall be (or give the visual impression of being) compatible with those found on nearby buildings, varying no more than 10% from average heights.

6.17 FORM, MASSING, AND SCALE

a. The size, scale, and massing of a new building shall be visually compatible with surrounding buildings and the overall district.

b. New construction shall be within the average range of heights and widths traditionally found on nearby buildings. In general, all forms and massing shall relate to the street and pedestrian.

c. The street wall of large structural shall be reduced or visually broken up into distinct vertical bays that are compatible with the width and scale of traditional pedestrian-oriented commercial architecture, which provides visual depth and articulation. Using varying architectural features, contrasting materials, window designs, and other such detailing to divide the building into individual bays is encouraged.

d. New buildings in the commercial core shall use flat or sloped roofs obscured from view. Buildings on arterial streets outside the core may use gable or hip forms if they are consistent with the design of the building and surrounding architecture in the location where a building is being constructed.

e. Human-scale storefront features shall be incorporated into the design to maintain the pedestrian-friendly nature of the district.

6.18 DESIGN AND ARCHITECTURAL FEATURES

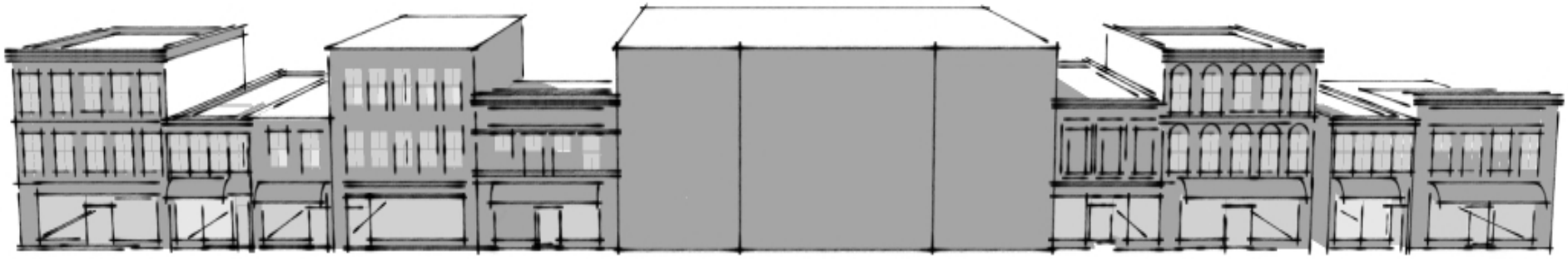
a. Designs that echo or reinterpret historic architectural precedents in the commercial district are encouraged. However, replication of a particular building conveys a false sense of history and is prohibited.

b. Finishing a building's edge with a simplified cornice or parapet that takes visual cues from historical precedents is strongly encouraged.

c. Architectural features shall be dimensional in character, employ appropriate proportions, and be finished in a manner compatible with similar features found on historic buildings to introduce texture and visual depth to a building.

d. Exaggerated or oversized features are prohibited.

ARTICULATED FACADES. Large undivided street façades (are not appropriate on blocks defined by smaller masses. If constructing a large building on such a block, articulate or divide the street face by using slight variations in setbacks, material treatment, or decorative features to maintain compatibility with smaller divisions.



PLANNING NEW CONSTRUCTION

The guidelines for new construction are not intended to define a specific style or set of features required for new buildings within historic districts. Rather, the guidelines are intended to promote an understanding of the general characteristics that are important to consider in designing a new building that is broadly compatible with established precedents. The goal is to promote construction of high-quality buildings that enhance the architectural character of the area. The following may be considered by the HZC when reviewing new construction:

- Does the building appropriately maintain the street wall?
- Do the building and storefront configuration fall within the established rhythm along the street?
- Is the building horizontal or vertical emphasis compatible with existing buildings?
- Is the entrance sufficiently articulated and oriented to the street?
- Does the building's proportions fall within the established range in the district? If a large building, is the façade appropriately broken into various smaller bays to maintain compatibility with historical precedents in the district?
- Does the façade incorporate contemporary interpretations of features like cornices, parapets, and storefronts to promote visual interest?
- Is the ratio of solid wall to openings consistent with that of surrounding buildings?
- Is the complexity of the building appropriate within its context?
- Is the roof shape and pitch consistent with those existing in the district?
- Are features of an appropriate scale and comprised of traditional materials or modern counterparts with proven durability?

e. Foundation heights shall be consistent with those on surrounding buildings.

f. Use designs that generally conform to the traditional three-part arrangement (storefront, upper façade, and cornice) of historic commercial buildings to maintain compatibility with the district.

6.19 STOREFRONTS

a. New construction shall employ contemporary interpretations of traditional storefront concepts that promote pedestrian interaction. Taking visual cues from nearby buildings is appropriate, but replicating historic storefronts is prohibited.

b. Storefront features shall be scaled in reference to comparable features found on historic buildings in the district and the overall massing of the building with which they are associated.

c. Storefronts shall have a large percentage of glass, which shall be clear, and be visually compatible with traditional storefront configurations and ratios of transparency. Glazing shall maximize the visibility of displays through the use of large panes of glass rather than many smaller panes.

d. Storefronts shall employ painted wood or aluminum structural components. Baked-on enamel finishes are encouraged on aluminum.

e. Where present, display windows shall be framed by bulkheads no lower than 18 inches and no higher than 36 inches.

f. Encourage pedestrian interaction through the incorporation of awnings and pedestrian-scaled features.

g. Primary entries shall be placed in traditional locations that are easy for the pedestrian to identify.

h. Primary entries shall be compatible in size and pattern with historical precedents in the district.

i. Distinguishing an entry through shallow recesses, lintels, pilasters, transoms, and interpretations of other traditional features is appropriate and encouraged to avoid bland design.

j. Doors shall have a high percentage of glass and a minimal frame.

6.20 FENESTRATION

a. New buildings shall employ fenestration patterns consistent with historical precedents on the façade and prominent secondary elevations in order to maintain the rhythm of the street wall. In general, three to four window openings shall be used for every 25 feet of street frontage.

b. Simplified interpretations of historic window openings shall be used. The width and height of windows and the ratio of opaque to glazed wall surfaces shall be compatible with historical precedents in the district.

c. Window openings shall employ a vertical or horizontal expression consistent with the historic character of surrounding buildings. In general, windows shall be vertically oriented.

d. Window openings shall maintain vertical alignment between floors for a cohesive aesthetic.

e. Clear glass shall be used in all doors and windows.

f. Blank walls and singular openings on primary elevations are prohibited.

6.21 MATERIALS

a. Using no more than three primary materials on exterior walls is strongly encouraged.

b. Material features shall be compatible with the character of the district in size, shapes, orientation, application, finishes, textures, and profile.

c. Major exterior wall surfaces in the commercial core shall be brick. Secondary materials may include brick, cast stone, natural stone, terra cotta, metal, cast iron, other traditional materials and compatible synthetic materials.

d. Windows shall be wood or aluminum-clad with a baked-on enamel finish. Fiberglass, fiberglass-clad, vinyl and vinyl-clad windows are prohibited.

e. High-quality durable materials shall be used.

f. Finishes compatible with district shall be used. Muted background colors with one or two accents are encouraged. Unfinished and reflective surfaces are prohibited.

g. Articulating facades and enhancing visual interest through mixture of complementary materials is encouraged.

A RENEWED FOCUS ON COMPATIBILITY. While the core of the commercial area remains largely intact, the cohesiveness of the area's character dissipates rapidly as one moves along the arterial roads stretching outward from the public square. In such locations, incompatible new construction and the presence of vacant lots have diminished the integrity of the progression into the commercial core. As efforts continue toward reinvestment in such areas, a renewed focus should be placed on compatibility and strengthening the boundaries of the district through more compatible development.

7 SITE AND SETTING

ENCOURAGING COHESIVE STREETSCAPES

The setting of a particular area is influenced by a variety of things, including but not limited to the placement of buildings and their relationship to the landscape, the location and character of circulation networks such as roads and sidewalks, and community infrastructure such as signage and lighting. These elements are defined by both the private sphere—those things located on private property—and the public sphere—those things located within the public right-of-way and managed by the municipality or other entity.

Such elements are interrelated with one another and changes in one sphere can impact the character of the other. As such, the HZC encourages sensitive consideration of the overall setting in both spheres in order to retain the unique sense of place that defines our historic districts. While there are no specific requirements or prohibitions for certain elements—such as plantings, lighting, or public infrastructure—recommendations are provided for actions that appropriately consider the role that such landscape elements play in impacting the varied settings of our historic districts. Recommendations are shaded in this section.

GUIDELINES VS. RECOMMENDATIONS

You will notice that much of the information in this section is provided as recommendations or approaches that are encouraged as being sensitive to historic design considerations in the historic districts. This is intentional as there are no specific requirements for many individual elements of the landscape on private property and the guidelines do not regulate change on public property. As such, much of the language provided in this section is intended to encourage decision makers to make context-sensitive design choices as projects proceed.

Objective: Respect and maintain compatibility with the settings that define Columbia's residential historic districts.

RESIDENTIAL GUIDELINES

A GENERAL GUIDELINES

7.1 MAINTAIN AND RESPECT CHARACTER-DEFINING FEATURES OF THE OVERALL SETTING

a. The traditional character of streetscapes as pedestrian-friendly corridors shall be maintained.

b. Maintaining existing circulation patterns, including roads, sidewalks, driveways, and walkways, is encouraged.

c. Maintaining established relationships among buildings, streets, and landscape features, which provide a natural hierarchy to the streetscape, is encouraged. Significantly altering existing relationships or locating new construction outside of accepted precedents is not appropriate.

d. Maintaining established ratios of occupied to open space in the neighborhood, including front, side, rear yards and tree lawns in keeping with the character of a district is encouraged. Owners are required to comply with setback requirements under applicable zoning regulations.

e. Maintaining open viewsheds and line of sight throughout a community is encouraged.

f. Maintaining the traditional location and character of site features such as sidewalks, walkways, light fixtures, historic planters, and other such elements is encouraged.

g. Maintaining the existing topography of a site is encouraged. Minor changes in the grade of an individual site that are designed to correct drainage issues may be appropriate. However, significantly altering the grade of a site is discouraged as it can detract from the overall aesthetic of a property.

h. Limiting the installation of new curb cuts is strongly encouraged.

i. City and state departments and utility companies are encouraged to employ context-sensitive placement and design of light fixtures, utility poles, and other such elements in consideration of the historic residential character of the districts.

B HISTORIC GARAGES AND ACCESSORY BUILDINGS

7.2 RETAIN AND PRESERVE HISTORIC GARAGES AND ACCESSORY BUILDINGS

a. Historic accessory buildings that contribute to the character of the property and district shall be maintained. Removing or relocating contributing accessory buildings shall be avoided.

b. The configuration and character-defining features of historic accessory buildings shall be retained.

c. To the extent feasible and practical, historic windows and doors on accessory buildings shall be retained and repaired. Components that are deteriorated beyond repair shall be replaced with new units that are compatible with the character of the building.

d. Altering the design of historic accessory buildings to make them more elaborate or otherwise inconsistent with their original character is prohibited.

C LANDSCAPING AND HARDSCAPE ELEMENTS

7.3 MAINTAIN MATURE TREES AND OTHER PLANTINGS THAT CONTRIBUTE TO THE CHARACTER OF AN AREA

a. Preserving and maintaining mature trees and plantings is encouraged to ensure their health and appearance.

b. Removal of mature trees and character-defining plantings is strongly discouraged unless they are irreversibly damaged, aged, or diseased. Replacing mature trees that must be removed with a compatible native species is strongly encouraged to maintain the historic tree canopy.

7.4 RESPECT THE CHARACTER OF THE AREA AND SURROUNDING ARCHITECTURE WHEN DESIGNING NEW LANDSCAPING

a. Consider recreating historic planting schemes where documentations exists.

COMPLEMENTARY LANDSCAPES. While each property will vary widely in its treatment of the landscape, employing a design aesthetic that balances preservation of historic features with the incorporation of sympathetic complementary elements and landscaping is encouraged. While a fence has been installed across this yard, its open design allows for transparency at the front lot, which is important to the streetscape.

HARDSCAPE ELEMENTS. Preserving historic hardscape elements and reconstructing deteriorated hardscape elements in a manner compatible with historical precedents in order to maintain historic spatial relationships and hierarchy of the landscape is strongly encouraged.

b. Carefully consider the height, appearance, and maintenance of landscaping. Landscaping that is appropriate to the scale and character of the property is encouraged. Landscaping that obscures a property or disrupts historic viewsheds is discouraged.

c. Consulting with local planning agencies before planting trees near sidewalks is encouraged to minimize the potential for eventual root damage to sidewalks and other such infrastructure.

d. Large foundation plantings can create damp conditions that introduce moisture into masonry and are discouraged.

7.5 RETAIN AND REPAIR HISTORIC HARDSCAPE ELEMENTS THAT DEFINE THE COMMUNITY

a. City departments are encouraged to maintain historic curbs and gutters, repairing deteriorated materials in-kind, as needed, When feasible, replacing deteriorated materials and features—such as limestone or granite curbs— with like materials is encouraged.

b. Maintaining the scale, profile, height, proportions, and texture of historic hardscape elements such as retaining walls in the public right-of-way is encouraged.

c. Replacement of deteriorated components with in-kind materials is encouraged. When it is not feasible to use in-kind materials, considering alternative materials that simulate the original material—such as tinted concrete pavers or stamped concrete as an alternative to brick pavers—may be appropriate.

d. Installing new hardscape elements that are consistent in size with historic features—to the extent allowable by local code and regulations—is encouraged to maintain the continuity of the area. Employ traditional materials, including poured concrete, brick, and stone, when planning a new walkway or pathway visible from the right-of-way.

7.6 MAINTAIN EXISTING RELATIONSHIPS OF DRIVEWAYS AND PARKING AREAS

a. Preserving historic driveways, including materials, in their original location and configuration is encouraged. Relocating driveways outside of their original location shall be avoided. Consulting with the HZC and Department of Development Services prior to changing the footprint or location of a driveway is encouraged.

b. Select driveway materials, including poured concrete, asphalt, gravel, and other traditional materials currently present in the district when repaving or designing new driveways or parking areas. Where appropriate, consider materials such as tinted asphalt and stamped concrete that limit the harsh visual effects of standard concrete and asphalt. The introduction of plantings, hedges, and other means of vegetative screening as a buffer between parking areas and adjacent properties is encouraged.

c. Where visually compatible with a district, porous paving materials are encouraged to limit excessive water run-off.

d. Limiting parking areas and large areas of paving to the rear of a property is encouraged. Screening such elements with landscaping to minimize their appearance is appropriate.

e. Introducing large paved areas and parking areas—including drive-through circles—in a front or side yard where there is no precedent for such a feature is not appropriate.

f. Locating parking areas and large areas of paving to the side and rear of the property is encouraged. Employ screening elements, such as landscaping and fencing, to minimize impacts to the character of the historic property.

g. When converting front yards for parking purposes, parking areas and circular driveways should be set back at least 50 feet from the street or sidewalk.

D WALLS AND FENCES

7.7 MAINTAIN AND PRESERVE HISTORIC FENCES, GATES, AND WALLS AS CHARACTER-DEFINING FEATURES

a. Historic fences, gates, and walls shall be retained and repaired in their original location as character-defining features of individual sites and the setting. Repairs shall be made in accordance with the respective materials guidelines.

b. Protective finishes on metal and wood elements shall be maintained in order to extend the useful life of the feature.

c. Distinctive details of fences, gates, and walls shall be retained.

d. The height of historic fences, gates, and walls shall be maintained. Increasing the height of such features to create a privacy screen is not appropriate.

e. Painting historic masonry walls or covering them with a cementitious coating is not appropriate and shall be prohibited.

f. The introduction of retaining walls in front yards where none existed historically is generally discouraged. In cases where new retaining walls are approved, they shall be constructed of stone, brick, or textured block. Poured concrete (unless precedent exist in the area) and wood timbers shall be prohibited.

g. Only those portions of historic features that are deteriorated beyond repair shall be replaced. Total replacement of an entire element when only a localized section is deteriorated is not appropriate and shall be avoided. When replacement materials are used, they shall be in-kind or visually and structurally compatible with the original.

7.8 DESIGN NEW FENCES, GATES, AND WALLS TO BE COMPATIBLE WITH CHARACTER OF THE STREETSCAPE

a. New fences and walls shall be compatible in scale and materials to those historically present in the area and to the building with which they are associated.

b. Traditional materials such as brick, stone, cast iron, and wood shall be used for new fences, gates, and walls visible along the street wall in front and side yards to maintain the continuity of the area. Textured block may be appropriate in some areas. Railroad ties, unfinished lumber, and poured concrete are not appropriate and shall be avoided.

c. Front yard fences shall promote a sense of transparency, allowing view between vertical members.

MAXIMIZING TRANSPARENCY. It is important that front and side yard fences be low and maintain a sense of transparency to help preserve historic lines of sight and open viewsheds within a residential setting.

d. Opaque fences and walls, including privacy fences, shall be used only at the rear yard.

e. Fences shall not exceed 4 feet in height along street-facing yards and 6 feet in height in all other yards. On corner lots, a fence may exceed 4 feet in height at the side yard if it is placed at or behind the midpoint of the house but shall not be higher than 6 feet at any point.

f. Existing chain link and woven fences in the front and side yard can be retained and maintained. If a chain link or woven fence is to be replaced, a new fence complying with the guidelines must be installed. New chain link and woven fences are prohibited in these areas.

g. While new fences may take visual cues from historic counterparts, replicating historic designs is not appropriate as it conveys a false sense of history. Simplified contemporary interpretations of traditional fence designs are encouraged.

h. New privacy fences shall be located in a rear yard only and are to comply with local code. Plastic and vinyl fences are strongly discouraged. Employing screening such as hedges or plantings to minimize the appearance of such fences from the right-of-way is encouraged.

LIGHTING AND UTILITIES

E

7.9 MAINTAIN AND PRESERVE HISTORIC LIGHTING

a. Where present, the retention and maintenance of historic lighting fixtures is encouraged. Repairing fixtures in accordance with the guidelines is encouraged.

b. Replacing missing or deteriorated historic exterior lighting with fixtures that are compatible to the original scale, design, and materials and consistent with the style and age of the building is encouraged.

7.10 MINIMIZE THE IMPACT OF NEW LIGHTING ON THE SETTING AND ADJACENT PROPERTIES

a. Selecting fixtures that are compatible with the setting and individual properties in scale, placement, color, and profile is encouraged.

b. Locating light fixtures in consideration of their impacts to the setting is encouraged. Low-level light fixtures that direct light downward and away from other properties are encouraged to minimize light spill onto adjacent properties. Excessive use of lighting is not appropriate.

c. Limiting post-mounted lights to 10 feet in height and using fixtures made of brass, copper, or painted metal is encouraged.

d. Locating utilitarian fixtures in inconspicuous locations so as to minimize their appearance from the public right-of-way is encouraged. Locating flood lights at the rear of a property is encouraged.

e. The use of colored lamps in light fixtures is not appropriate and is discouraged.

7.11 PLACE MODERN SYSTEMS AND EQUIPMENT IN LOCATIONS THAT MINIMIZE THEIR IMPACT

a. Ground-mounted equipment such as air-conditioning units shall be placed at the rear of secondary elevations or at the rear of a building.

b. Ground-mounted equipment shall be screened from view from the right-of-way with appropriately scaled landscaping or fencing when located on secondary elevations.

c. Free-standing or detached solar collectors and wind turbines shall be installed in areas that minimize visibility from the right-of-way. Finishes shall be selected to minimize their impact on the landscape.

d. Locating utility connections and meters at the rear of a building is encouraged.

e. Antennas, satellite dishes, and other such roof-mounted equipment shall be located at the rear of secondary roof slopes or on the rear roof slope so that they are not visible from the right-of-way. Installation of such features on a street-facing roof is prohibited. Consider placing such features behind chimneys or dormers to screen from view.

MINIMIZING VISIBILITY. Equipment should be hidden or screened from view from the right-of-way as was done at this house, where air-conditioning units are concealed with lattice and the satellite dish has been placed at a rear roof slope.

f. Painting systems and equipment to minimize their appearance and blend with the building or landscape is encouraged.

g. Installation of runs of ducts, pipes, or cables on the façade or a visible secondary elevation is prohibited.

h. Installing window air-conditioning units on the façade or secondary elevations visible from the right-of-way is not appropriate and shall be avoided.

7.11 INSTALL MODERN SYSTEMS AND EQUIPMENT IN A WAY THAT MINIMIZES DAMAGE TO HISTORIC FEATURES

a. Equipment shall be installed in such a way that it does not obscure, damage, or require removal of character-defining features. Historic features and materials shall be protected from inadvertent damage when installing systems.

b. Equipment shall be installed so that it can be removed in the future without damage to historic features.

c. Cutting holes in masonry or features such as decorative cornices or rake boards shall be avoided.

d. Installing interior mechanical systems in a manner that requires the installation of drop ceilings or the partial filling in or covering over of historic window openings perceivable from the exterior is prohibited.

F ACCESSIBILITY AND SAFETY

7.12 MINIMIZE THE VISUAL IMPACT OF HEALTH AND SAFETY FEATURES

a. Features shall be appropriately scaled to the building with which they are associated.

b. Ramps and other means of access shall be located at a secondary or rear entrance to the extent feasible and practical, particularly when entries must be widened to accommodate access. If placement at the façade is necessary, minimize the visual impact of the feature and changes to the building fabric.

c. Locate ramps and other means of access adjacent to the face of the building to the extent feasible and practical to minimize their perceived prominence. Ramps and other means of access that unnecessarily or extensively extend into yards are not appropriate.

d. Wood or composite ramps that have simple, non-intrusive detailing are most appropriate. Wood ramps shall be stained or painted to better blend into the landscape.

e. Handrails, balusters, and other elements shall be of metal or wood and simple in character and finish. Finishes that blend with a building's trim are most appropriate. Wire, cable, and piping handrails are not appropriate.

f. Lifts shall be located and installed to be as inconspicuous as possible. To the extent feasible and practical, lifts should recede into the ground, be built into a landscape feature, or screened from view from the right-of-way.

g. Consider using temporary or portable means of access as an alternative to constructing permanent access.

h. Methods of egress from upper-story entrances shall be located at the rear of secondary elevations or on rear elevations. Stairs shall be located along an elevation rather than extend perpendicular to a building to minimize their appearance.

i. Using landscaping to screen access features from view from the right-of-way is strongly encouraged.

7.13 MINIMIZE THE IMPACT OF HEALTH AND SAFETY FEATURES ON BUILDING FABRIC

a. Health and safety features shall have as little impact on the historic fabric of the building as possible.

b. Features shall be installed so that they do not require damage to or removal of character-defining features. Ramps or other means of access that require changes to an original or character-defining porch shall be avoided.

c. Features shall be installed so that they can be removed in the future without causing damage to character-defining features.

d. In cases where installation of a ramp or other means of access requires construction over an existing stoop or porch, the stoop or porch shall be retained below the feature.

ACCESSIBILITY AND CODE REQUIREMENTS

The design guidelines are not descriptions of legal requirements or other responsibilities regarding health, safety, and accessibility. The property owner is responsible for ensuring that all projects meet applicable federal, state, and local requirements. Always consult appropriate codes, laws, and regulations before engaging a project related to health, safety, and access.

Objective: Respect the character of the commercial core as a pedestrian-friendly destination of high-quality design.

All items placed on the sidewalk or public right of way will be required to receive approvals from the City of Columbia via a Right of Way Permit before placement.

COMMERCIAL GUIDELINES

A PEDESTRIAN ORIENTATION

7.14 ENGAGE DESIGN STANDARDS AND PRACTICES THAT PLACE A PRIORITY ON THE PEDESTRIAN

a. Unobstructed sidewalks with a minimum clearance of 4 feet shall be maintained. Place sidewalk furnishings as close to the exterior wall of the building as possible to maintain the accessibility of the sidewalk. Oversized furniture and furniture that disrupts the right-of-way and/or blocks pedestrian traffic is prohibited.

b. Outdoor uses such as al fresco dining are encouraged as important functions that promote the vibrancy of the district. All seating and fixtures shall be easily removed. Permanent fixtures are prohibited.

c. Decks shall be located at the rear elevation or on the roof and screened from view as appropriate.

d. A strong sidewalk edge shall be maintained through appropriate building placement during new construction and buffering of street-fronting parking areas.

e. City departments are encouraged to maintain trees and other vegetation and prune regularly so as not to block sight lines along the commercial corridor. Select varieties that enhance the character of the area, provide shade, and do not obstruct pedestrian view of signage or display windows.

f. Maintain street lighting fixtures that are compatible with the setting in size, scale, material, and light output. Pedestrian-scaled lights rather than automobile-scaled lights are strongly encouraged.

g. Select sidewalk furniture that facilitates use and promotes the character of the corridor as a place of high-quality design. Finished wood and metal are the most appropriate materials. Plastic, vinyl, and other cheaply-produced materials detract from the quality of the streetscape. Street furniture must be maintained in good condition without rust, damage, dents, peeling paint, or graffiti.

B PARKING AREAS

7.15 EMPLOY SENSITIVE DESIGNS WHEN DELINEATING NEW PARKING AREAS

a. Locating private and public parking lots in inconspicuous areas such as the rear of a building is strongly encouraged.

b. Visually screening parking areas from the right-of-way by a planting strip or brick wall in line with the block face is encouraged. If screening is used on a corner lot, both streets should be screened.

c. Using pervious surfaces where appropriate to minimize water runoff onto adjacent areas is encouraged.

d. Avoiding large expanses of parking surfaces by providing adequate landscaping islands and buffers is encouraged.

e. Clear pedestrian access and crossings should be provided.

f. Incorporating pedestrian-scaled, shielded lighting to promote a safe environment is encouraged.

g. Design public and private parking structures to be compatible with existing architecture in scale, size, massing and form to minimize negative impacts to the district. Designs for new parking structures shall meet guidelines for new construction.

THE PEDESTRIAN EXPERIENCE. Situated along Main Street, this outdoor patio provides unique space in the commercial core that reinforces the priority to be placed on the pedestrian and patron. Located off the public sidewalk, this location provides an appropriate location for more substantial and regular use of outdoor furnishings.

Public art and murals are required to have a COA from Historic Commission before work can start. Requirements for submittals are stated within Appendix B.

CONTENT. Murals such as the one in this photograph that celebrate Columbia's unique heritage are encouraged and can serve as a tool for inspiring curiosity and community pride.

C PUBLIC ART AND MURALS

7.16 SELECT COMMERCIAL LOCATIONS FOR ARTWORK IN CONSIDERATION OF THE CONTEXT

a. For free-standing public art, consider naturally iconic locations such as gateways, civic facilities, and public open spaces.

b. Treat free-standing public art as integral components of the landscape designed to complement the context of the area and surrounding buildings. Art that is visually jarring in the context of the urban setting is not appropriate. For example, placing a large sculpture in front of a commercial building is not appropriate given the limited width of the sidewalk right-of-way.

c. Murals shall be located on side or rear elevations only. Murals on the street façade of a building are prohibited. Temporary window storefront murals are permitted on a case-by-case basis for no more than 45 days within a 6 month time basis.

d. Murals shall be located only on buildings that have historically been painted. Painting contributing buildings that were not historically painted to accommodate a mural is prohibited; however, locating a mural on an unpainted, non-contributing building may be considered by the HZC.

e. Murals on removable materials such as plywood mounting are encouraged. Framing shall allow water to weep between the mural surface and the wall. Framing shall be anchored through mortar joints and not the masonry face of a building.

f. Critically access long-term maintenance needs when choosing mural locations. Murals that face direct sunlight will fade and peel quicker, and murals in heavily trafficked areas may be subject to smog and chemicals that can alter original colors.

7.17 EMPLOY DESIGN CHOICES THAT ARE COMPATIBLE WITH A BUILDING'S FABRIC

- Art shall be designed and located so that it does not impair the ability to interpret the historic character of the building or the overall area.
- Art shall be located so that it does not obscure or cause damage to character-defining features of the building.
- Utilize high-quality materials that promote the district as an area of high-quality design. For example, murals should use only exterior grade paints and surfaces should be properly prepared and sealed.
- Engage designs that are unique to Columbia. Designs that relate to the heritage and character of the community are encouraged.
- Murals shall be scaled to the property on which they are located.
- Luminescent and reflective paints and finishes are prohibited.
- Public artwork shall be maintained in good condition. Before painting, clean surfaces to provide a consistent bond. Provide protective anti-graffiti coatings. Aging murals to make them appear as older features of the district is prohibited.

7.18 MAINTAIN DISTINCTION BETWEEN PUBLIC ART AND SIGNAGE

- Content—particularly for murals—shall not depict a commercial product name, service name, business name, symbolic logo, or other such information

that could perceivably be construed as an endorsement or advertising for a particular entity, service, or product.

- Artist names shall be incorporated as discreet elements of the design, generally not exceeding 5% of the total area.

- Temporary murals or public works of art that are seasonal or related to specific events will be reviewed by the HZC on a case-by-case basis.

D BUILDING LIGHTING

7.19 MAINTAIN COMPATIBILITY IN SCALE AND CHARACTER WHEN SELECTING LIGHTING

- Historic light fixtures shall be retained, maintained, and repaired. Retaining historic features in their original location is strongly encouraged but relocation along the same building elevation may be considered.

- Fixtures shall be compatible with the character of individual properties in scale, placement, color, profile, and style.

- Fixtures shall be non-intrusive to the character of the building, adjacent properties, and the broader districts. Fixtures shall be shielded and directed downward to minimize light spillage.

- Fixtures shall be of metal. Fixtures shall have a dark matte finish unless they are of copper or bronze.

- The use of colored lamps in light fixtures is not appropriate and is discouraged. Using warm bulbs to minimize harsh lighting in the district is encouraged.

- Exposed conduit, wiring, and junction boxes are prohibited.

- Fluorescent tube lighting and flood lights shall not be placed on a street-facing elevation.

E UTILITIES AND SERVICE AREAS

7.20 PLACE MODERN SYSTEMS AND EQUIPMENT IN LOCATIONS THAT MINIMIZE THEIR IMPACT

- Ground-mounted equipment such as air-conditioning units shall be placed at the rear of a building.

- Roof-mounted mechanical or utility equipment, antenna, and satellite dishes shall be located toward the rear of secondary elevations or at the rear elevation to minimize its visibility from the right-of-way. If equipment will still be visible from the right-of-way, it shall be shielded behind screening to minimize its visibility.

- Connections and meters shall be located at the rear of a building.

- Installation of runs of ducts, pipes, or cables on the façade or a visible secondary elevation is prohibited.

- Installing window air-conditioning units on the façade or secondary elevations visible from the right-of-way is prohibited.

- Dumpsters shall be placed at the rear of a building and screened in accordance with local code.

ART VS. ADVERTISING

Content distinguishes art from signage. While signs specifically advertise a business, product, or service, artwork such as murals are designed to be solely artistic in nature. Artwork in the district cannot include trademarks, service marks, names, or other markings, patterns, or colors readily identifiable with a business, product, or service. The presence of any such element will necessitate review of the feature as a sign rather than public art.

CONTEXTUAL LIGHTING. Shielded, downward-facing lights such as the ones on this building are appropriate to the historic district and compatible with the aesthetic of the building.

7.21 INSTALL MODERN SYSTEMS AND EQUIPMENT IN A WAY THAT MINIMIZES DAMAGE TO FEATURES

a. Equipment shall be installed in such a way that it does not obscure, damage, or require removal of character-defining features. Historic features and materials shall be protected from inadvertent damage when installing systems.

b. Equipment shall be installed so that it can be removed in the future without damage to historic features.

c. Cutting holes in masonry on the façade or prominent secondary elevations or decorative features such as cornices shall be avoided.

d. Installing interior mechanical systems in a manner that requires the installation of drop ceilings or the partial filling in or covering over of historic window openings perceivable from the exterior is prohibited.

F ACCESSIBILITY AND SAFETY

7.22 MINIMIZE THE VISUAL IMPACT OF HEALTH AND SAFETY FEATURES

a. Features shall be appropriately scaled to the building with which they are associated.

b. Ramps and other means of access shall be located at a well-marked secondary entrance to the extent feasible and practical, particularly when entries must be widened to accommodate access. If placement at the façade is necessary, minimize the visual impact of the feature and changes to the building fabric.

c. Locate ramps and other means of access adjacent to the face of the building to the extent feasible and practical to minimize their perceived prominence.

d. Materials for ramps and other such features shall be the same as or similar to the materials on the building to effectively blend the feature into the landscape. Other materials will be considered on a case-by-case basis. Unpainted wood, solid masonry walls, wire, cable, and piping materials are prohibited.

e. Handrails, balusters, and other elements shall be simple in character and finish.

f. Lifts shall be located and installed to be as inconspicuous as possible. To the extent feasible and practical, lifts should recede into the ground, be built into a landscape feature, or screened from view from the right-of-way.

g. Methods of egress from upper-story entrances shall be located at rear elevations. Stairs shall be located along an elevation rather than extend perpendicular to a building to minimize their appearance. Stairs shall be of a material that complements the building's material palette.

For National Park Service guidance on accessibility standards see "Making Historic Properties Accessible" at nps.gov/tps/how-to-preserve/briefs/32-accessibility.htm.

7.23 MINIMIZE THE IMPACT OF HEALTH AND SAFETY FEATURES ON BUILDING FABRIC

a. Health and safety features shall have as little impact on the historic fabric of the building as possible.

b. Features shall be installed so that they do not require damage to or removal of character-defining features. Ramps or other means of access that require changes to an original or character-defining porch shall be avoided.

c. Features shall be installed so that they can be removed in the future without causing damage to character-defining features.

d. In cases where installation of a ramp or other means of access requires construction over an existing entry stoop or alcove, the feature shall be retained below the feature.

ACCESSIBILITY AND CODE REQUIREMENTS

The design guidelines are not descriptions of legal requirements or other responsibilities regarding health, safety, and accessibility. The property owner is responsible for ensuring that all projects meet applicable federal, state, and local requirements. Always consult appropriate codes, laws, and regulations before engaging a project related to health, safety, and access.

ACCESSIBLE FEATURES. To the extent feasible and practical, accessible features shall be located along the face of a building and be of a simple, non-intrusive character, as shown in this photograph. Such features shall not be used as a means to installing a decorative feature on a property.

8 SIGNAGE

PROMOTING VISUAL COMPATIBILITY

Designed primarily to convey information and attract the attention of potential patrons, signage is critically important to businesses and other entities that rely on visual recognition and public interaction. Signage is also an important element of a building or site's design and can complement the aesthetics of an area. However, signs that are not carefully designed have the potential to disrupt an area's character and be perceived as visual clutter, which undermines a business' efforts.

When incorporating signage into a historic district, achieving compatibility and harmony between a sign and the historic character of the area is paramount. Every historic building has different constraints and varied design solutions may be required to ensure compatibility with the character of a specific property. Signage needs may also vary by use. For example, a restaurant, home occupation, and art gallery will all differ in their needs. As such, signs should be tailored not only to the character of the building and surrounding context but also the function and needs of the particular entity.

All signage permanent and temporary will be reviewed by the HZC and Development Services staff on a case-by-case basis in consideration of applicant needs and the particular design context.

COLUMBIA SIGN ORDINANCE

All signs are regulated by the Columbia Sign Ordinance and must follow the applicable regulations for the appropriate district and sign type.

The HZC and Development Services staff have the authority to further review signage in historic districts to ensure it is compatible with the character of the area in which it is located as outlined in Appendix D. These guidelines communicate what is encouraged as part of the HZC's focus on high-quality, contextually-appropriate design.

Objective: Retain and preserve historic signage as features that contribute to the commercial and civic heritage of an area.

HISTORIC SIGNAGE

8.1 MAINTAIN AND PRESERVE HISTORIC SIGNAGE

a. Historic signs contribute to the character and significance of a building and district and shall be treated as character-defining features of a property.

b. Historic name plaques are integral to a building's fabric and shall be maintained, preserved, and repaired according to the guidelines.

c. Signs shall remain as they were originally designed. Modifying historic signage designs shall be prohibited.

d. Obscuring or otherwise diminishing the visibility of historic signage is inappropriate.

e. Replication or installation of a close copy of a documented historic sign can be considered an appropriate treatment for a particular building if it appropriately relates to the building's current use. Documentation shall be based on photographs, drawings, or other similar sources.

8.2 PRESERVE "GHOST SIGNS" AS CHARACTER-DEFINING DISTRICT FEATURES

a. "Ghost signs" shall be retained as they exist and allowed to fade. This guideline shall not, however, preclude building maintenance that may involve masonry restoration. All such work that would require alteration of a "ghost sign" shall be reviewed by the HZC prior to undertaking.

b. Overpainting, removing, or otherwise diminishing the visibility of currently visible "ghost signs" shall be avoided.

c. Repainting "ghost signs" so that they appear newer than they are conveys a false sense of historic and shall be prohibited.

d. "Ghost signs" exposed through demolition of an adjacent building does not preclude new construction on that lot. However, if no new building is planned, the exposed "ghost sign" shall be retained.

GHOST SIGNS. "Ghost signs" are faded remnants of advertising that was historically painted on masonry. While it may be tempting to touch up or overpaint such signs to renew their appearance, this creates a false sense of history and diminishes the integrity of the commercial district. Such signs throughout Columbia's commercial district are to be retained in place and allowed to age as part of the authentic patina of the area in which they are located.

For more information on historic signs and the importance of their preservation as part of the fabric of commercial and civic cores, see the National Park Service's preservation brief document "The Preservation of Historic Signs" at nps.gov/tps/how-to-preserve/briefs/25-signs.htm. For additional information on "ghost signs," see William Stage's book *Ghost Signs: Brick Wall Signs in America*.

Objective: Minimize the visual impacts of signage in primarily residential areas.

SIGNAGE IN PRIMARILY RESIDENTIAL AREAS

8.3 DESIGN SIGNS TO BE EFFECTIVE YET COMPATIBLE WITH THE CHARACTER OF THE DISTRICT

a. Signage shall not be visually intrusive, overwhelming, or incompatible with the significant features of a particular building, site, adjacent buildings, or the broader district.

b. Signs should not be mounted on balustrades, cover windows, or obscure, destroy, or diminish character-defining features.

c. Design should be simple in approach and promote readability. Materials, colors, and lettering should be uniform to promote a cohesive appearance.

d. Signs should generally reflect only the name, logo, or nature of the business, service, or entity. Signs that display national brand names or logos unrelated to the entity located in the building are prohibited

e. Sign shapes and sizes shall be compatible in size, scale, and in proportion to the building and area in which they are located.

f. Colors should be complementary to the scheme of the building and promote readability. Generally, signs with more than three colors are prohibited.

g. Signs shall be constructed of durable materials appropriate for the building, site, and district. Metal, wood, stone, and other such traditional materials are encouraged as are urethane and other synthetic materials that approximate traditional materials. Glossy plastics, vinyl, and reflective materials are prohibited.

h. Wall-mounted signs should be placed near a publicly accessible entrance and shall be on the façade. On converted residential buildings, signs generally should be attached to the first floor, suspended from a porch cornice, or centered between porch columns.

i. Window signs shall obscure no more than 20% of the glass. The average height of lettering and symbols should generally be no more than 6 inches.

j. Projecting signs shall be sized to not obscure architectural details. Projecting signs on converted residential buildings should be located at the first floor wall or on a porch post.

k. Ground-mounted, free-standing signs shall be scaled to maintain the pedestrian character of an area and placed so as not to block lines of sight in a given area or obscure public view of an entrance. Signs should generally be no taller than 5 feet unless documentary evidence exists to indicate the historical presence of a larger sign.

l. Placing free-standing signs in a landscaped area to soften their appearance is strongly encouraged.

m. Illumination of signage with low profile external fixtures that are directed away from the streets and adjacent properties are most appropriate. Screening ground-mounted lighting from view is strongly encouraged.

n. Internal illumination is prohibited as the plastic feel of internally-illuminated signs is incompatible with the character of primarily residential areas.

o. Neon and flashing signs shall be prohibited in primarily residential areas unless historical precedent exists for a particular business.

SIGNS IN RESIDENTIAL AREAS. Signs in primarily residential areas should be carefully evaluated in consideration of the surrounding context. Low-quality plastic signs, redundant signs, and inappropriately placed signs contribute to a sense of visual clutter that not only impacts the aesthetic of the building with which they are associated but also diminishes perception of the overall district.

Objective: Ensure new signs are harmonious with the character and heritage of the commercial district and promote pedestrian-oriented interaction.

NEW SIGNAGE IN THE COMMERCIAL DISTRICT

8.4 DESIGN NEW SIGNAGE TO BE A POSITIVE CONTRIBUTION TO THE DISTRICT

- High-quality designs that reflect a sense of permanence shall be used. "Off-the-shelf" stock signs and signs of impermanent materials such as vinyl shall be avoided.
- Designs shall complement the character of the building to which they are fixed. Signs that are icons unto themselves shall be avoided.
- Signs that are dimensional or appear dimensional are strongly encouraged as compatible elements of the landscape. Signs with flat, undistinguished elements are discouraged.
- Signs shall have a human scale and be oriented to the pedestrian. Signs above the second story of a building (or more than 20 feet above a sidewalk) shall generally be prohibited as they are not oriented to the pedestrian. Sign lettering on all signs shall be oriented to and legible from the pedestrian way.
- Signs that express creativity, diversity, and individuality are encouraged.
- Signs generally shall be concentrated at the street level close to a building's entrance.
- Signs shall only be placed on a portion of the building occupied by the person, business, or entity to which it relates.

8.5 DESIGN NEW SIGNAGE TO BE COMPATIBLE WITH A BUILDING'S CHARACTER

- Designs shall be compatible with a building's character and non-intrusive to adjacent buildings.
- Traditional locations such as signboards, storefront windows, and awnings shall be used. Pole signs, rooftop signs, billboards, animated signs, and outdoor advertising used for highway traffic are prohibited in the commercial district.

- Consider sign designs as an integral part of the building. Signs shall be compatible with the overall treatment and composition of the building.

- Signs shall be scaled to be subordinate to the building. Signage should generally be consistent with the prevailing size of comparable signage in the district. Overly large and ornamental signs contribute to visual clutter in the district and shall be avoided.

- Signs shall fit within the profile of the building. Signs that fall within the existing progression of a building's vertical and horizontal lines and utilize shapes consistent with traditional features are encouraged.

- Durable, exterior-grade materials that complement the palette of the building and district shall be used. Traditional materials (such as painted wood and metal) that reflect a sense of permanence are encouraged as are contemporary materials such as urethane board that are similar in appearance to historic materials. Rough and unfinished surfaces, reflective materials, plastics, and pressure-treated wood are not appropriate and are prohibited.

- Signs shall be installed so that they do not cover, obscure, or cause damage to character-defining features.

- Signs shall be installed so that they do not block or obscure doors, windows, or emergency exits or impair pedestrian traffic.

- Using existing mounting holes and sign positions wherever possible is encouraged so as to limit the creation of new holes in building materials. On masonry buildings, signage shall be attached through mortar joints (not the masonry face) or materials such as wood that are easily repairable.

WHAT DOES THE HZC LOOK FOR WHEN REVIEWING A SIGN?

In reviewing applications for new signage in the commercial district, the HZC and Development Services staff will evaluate the architecture and design of the building, site, and adjacent properties and determine whether the proposed sign is compatible with the area in type, placement, size, scale, materials, illumination, and installation in consideration of the guidelines.

While compatibility is paramount, the HZC and Development Services staff may elect to weigh certain attributes as more important than others in consideration of the sign's intended purpose. In general, signs can be separated into three classes based on their purpose:

- A primary sign is the main element conveying the name or function of an entity. A primary sign is the most dominant or important to a building and is typically prominently placed as a wall sign, projecting sign, or blade sign.

- A secondary sign complements the message of the primary sign. This could include smaller versions of the primary sign or a supporting element such as a slogan or icon. They are commonly located on awnings or in windows but may also be smaller projecting signs.

- An accessory sign is a small design element that supports operation of a business or other entity. They include, for example, menu boards, sandwich boards, and directories.

8.6 USE SIGN LETTERING AND COLORS THAT PROMOTE READABILITY

a. Sign lettering shall not detract from the visual character of the building or district. Lettering should generally be kept simple and the number of words or symbols limited to maintain the sign as easily legible, graphically clear, and free of clutter.

b. Signs shall have visual consistency in fonts and imagery. Overly complex signs that use more than two or three colors or typefaces are prohibited.

c. The use of symbols, logos, and other graphics are encouraged to reduce the need for excessive text. Such elements also contribute to the unique identity of a business or entity.

d. Sign lettering shall be legible but not out of scale with the specific sign, building, or district. Lettering should generally not exceed 18 inches in height on any sign unless the characteristics of a building warrant a larger typeface.

e. Signs shall have sufficient color differentiation and contrast between lettering/symbols and backgrounds to make the content legible.

f. Colors that complement a building's façade materials and trim colors are encouraged.

g. Mounting brackets shall complement the sign color or be a darker color authentic to the material.

SIGN COMPATIBILITY. The guidelines encourage creativity alongside compatibility. Signs that are appropriately designed and scaled not only complement a building's aesthetic but also allow the business or entity to express its unique identity.

8.7 DESIGN ACCENT LIGHTING TO ENHANCE NOT OVERWHELM SIGNAGE

a. Lighting intensity shall be compatible with the location, setting, and character of the building and site. Lighting shall be sufficient to allow for the identification of a business but not detract from the character of the building or streetscape.

b. Colored lights shall generally be avoided as they are not compatible with the area's heritage.

c. Lighting shall be directed toward the sign and shielded to minimize light spill onto adjacent areas and properties. Shielded warm lights are most appropriate.

d. Lighting fixtures shall be appropriately scaled to the building and sign. Fixtures shall be hidden from view or finished in a dark matte color so as to minimize their appearance. All required conduit and junction boxes shall be hidden from view.

e. Buildings along arterial streets oriented in part toward automobile traffic and certain types of facilities (such as theaters and public buildings) may provide an appropriate setting for greater levels of illumination. Requests will be considered by the HZC and Development Services staff on a case-by-case basis.

GUIDELINES FOR SPECIFIC SIGN TYPES

The following section provides guidelines for the design and installation of specific sign types common to Columbia's commercial historic district. Discussion of specific types does not however preclude the potential appropriateness of a different sign type. Each sign will be evaluated based on its individual merits and the surrounding context.

Design of a specific sign requires careful consideration and involves input from a property owner and designer or sign manufacturer. When applying for a COA for a sign project, a scaled drawing or photograph depicting the sign's size, lettering, layout, artwork, and colors shall be provided to the HZC and Development Services staff alongside a scaled drawing or photograph depicting the sign's proposed location. The following steps are encouraged in designing a sign:

- Review the guidelines as part of the decision-making process. Talk with Development Services staff if there are specific questions.
- Consult historic photographs of the building and broader area for context on traditional sign types.
- Review the type, placement, and design of signs on surrounding buildings for visual cues.
- Review the Historic District Design Guidelines to make sure you are in compliance with its requirements.
- Submit a sign and COA application to the HZC and Development Services staff for review.

WHY ARE SOME SIGN TYPES PROHIBITED?

The sign guidelines are intended to promote and enhance the traditional character of Columbia's central business district as a vibrant, thriving commercial core that caters to pedestrians. The sign guidelines are not intended to limit creativity or opportunities for the business owner but rather encourage creativity and entrepreneurship in a way that promotes the district as an area of high-quality, engaging design. Such a concept promotes use of the commercial district by residents and visitors alike and ultimately enhances a business' efforts to attract patrons.

Given the goal of the historic district, there are certain types of signs that are prohibited. These signs are not compatible with the retail and civic heritage of the area, disrupt the character of the district, and contribute to a sense of visual clutter that drives away potential patrons and undermines a businesses efforts.

PROHIBITED SIGN TYPES

Approvals shall not be made for the following sign types unless there are specific circumstances that warrant consideration of unusual factors:

- Pole signs
- Roof-mounted signs and billboards
- Signs of vinyl lettering (excluding window signs), heat transfers, or stick-on lettering
- Internally-illuminated signs (including back-lit plastic cabinet signs and channel lettering)
- Animated or video signs
- Flashing, intermittent, or strobing lights
- Illuminated awnings or canopies
- Channel letter or neon-appearing "Open" signs
- Signs with prominent exposed boxed raceways or mounting
- Inflatable signs
- Wind signs

AWNING/CANOPY SIGNS

Awnings and canopies provide historically appropriate signage locations. Such signage is generally most appropriate on buildings where wall signs would obscure character-defining details, buildings without a specific sign band area, and as an accent to other primary signs. Awnings and canopies must also meet the guidelines identified in Section 5: Commercial Buildings.

- Traditional triangular-shaped awnings are encouraged. Rounded awnings and flat mounted awnings are discouraged unless they can be demonstrated to have existed historically.
- Use high-quality canvas or a similar material for awnings to promote readability. All materials shall be colorfast and fade resistant. Vinyl and plastic materials are prohibited.
- Awning and canopy signs shall be in traditional locations such as above doors, windows, and walkways.
- Sign content shall be placed only on the valance or side panel of an awning. No sign shall extend beyond the edges of the awning.
- Canopy signs may extend above or below the canopy if it meets all other guidelines. Signs shall not extend beyond the overall length or width of the canopy.
- Signs shall use legible typefaces.
- Scale the length and height of lettering to the width of the storefront or opening covered by the feature. In general, lettering should not exceed 80% of a valance height and shall not exceed a total of 30 sq. ft.
- Signs on awnings shall be integrated into the feature. Attaching a fabric patch that has a sign painted on or sewn into it onto an existing awning is prohibited.
- Awnings shall not be backlit or internally illuminated.

Awnings are traditional features that provide an appropriate location for signage. Using signage on the valance of an awning alongside complementary window graphics is a particularly effective means of conveying information to patrons.

Wall signs are common features of the historic district and are compatible with the retail heritage of the area. Many buildings have a dedicated sign band or frieze between the first and second stories, which provides an ideal location for signage. Storefront piers may provide an appropriate location for vertical wall signs in the absence of other blank wall surfaces.

WALL SIGNS

Wall signs include flat signs mounted to the face of the building and individual letters mounted directly on the face of a building or sign backer board. Wall signs are most appropriate when installed at the location of traditional sign bands, just above the storefront. In the absence of a distinguished sign band, a flat continuous wall surface (unbroken by windows or doors) provides an appropriate location.

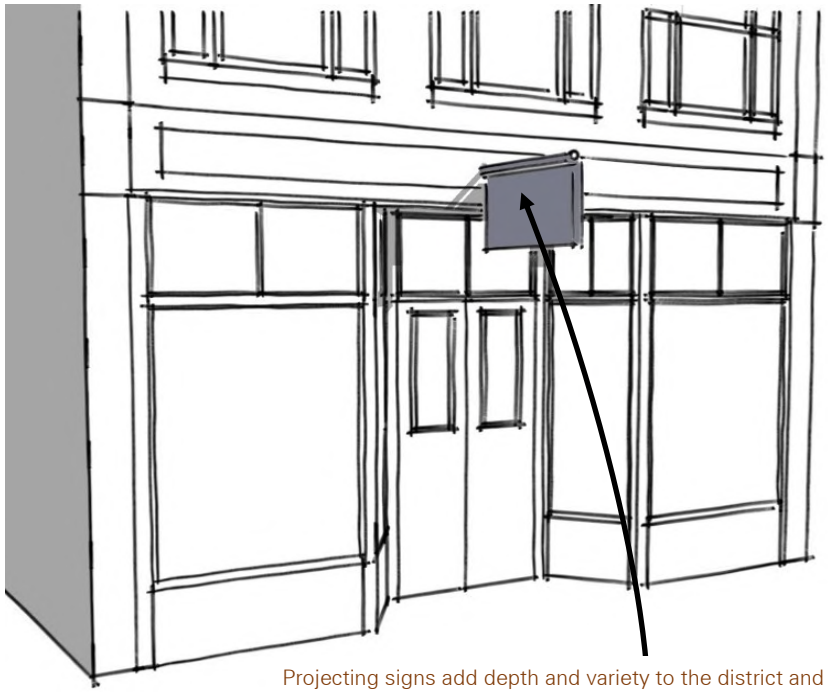
- Wall signs shall be oriented to the pedestrian and located in traditional locations such as above the storefront or street-level windows. For multi-story buildings, walls signs shall be located below the second-story windows unless there is historical precedent for another location. Aligning wall signs with other buildings on the same block is encouraged.
- Wall signs shall be shaped and scaled to be compatible with the building, its storefront, and nearby architectural features. Horizontally-oriented rectangular signs are most appropriate. Vertical wall signs may be considered only on storefront piers in the absence of another appropriate location.
- Well-crafted artful signs are encouraged. Select one or two durable materials, subdued colors, and clear typefaces.
- Wall signs shall maintain a shallow depth. Design signage to sit within rather than forward of a building's architectural features.
- Wall signs shall respect fenestration patterns and not obscure or cover character-defining feature.
- Per the sign ordinance, wall signs shall be limited to 2 sqft per linear foot of a building street façade or tenant space, not to exceed 40 sqft on any one façade or 90 sqft. total per building. In general, it is recommended that a wall sign not exceed 1 sq. ft. per linear foot or tenant space.
- In general, lettering should not exceed 80% of the total sign height to allow for distinction of the sign edge or border.

WINDOW AND DOOR GRAPHICS

Window and door graphics may be either vinyl transfers, painted on, or hung inside the glass. Such graphics are typically used as a secondary sign or set of signs that complements other types of signage. They are particularly useful for reinforcing branding concepts and drawing pedestrian attention to the storefront.

- Window and door graphics shall be appropriately scaled to the opening to maintain transparency and encourage public interaction. Per the Historic District Design Guidelines, graphics shall not cover more than 20% of any area of glass or window.
- In general, designing graphics so that individual lettering does not exceed 12 inches and that all lettering across the graphic has an average height of no more than 8 inches is recommended.
- Sign lettering and graphics shall be oriented to visibility by pedestrians. Locating graphics with a centerline height of approximately 5.5 ft. above the sidewalk is encouraged.
- Using clearly printed lettering of no more than two typefaces and eye-catching graphics is recommended.
- Neon and mass produced illuminated signs are prohibited in windows within 3' feet of the closest window face. Signs shall be static in appearance with no flashing, blinking, or other forms of changes in light intensity.

Window graphics are encouraged, particularly when used to complement primary signage. Appropriately scaled and placed window graphics add texture to the pedestrian streetscape and draw the attention of patrons inward toward the business.



Projecting signs add depth and variety to the district and provide an effective means for a business to express its unique identity. Engaging complementary colors and a traditional material palette can also enhance the aesthetics of a property and contribute to business branding.

PROJECTING SIGNS

Projecting signs (blade signs and pendant signs) are two-sided signs that are mounted on brackets or a horizontal member and extend out from the building face over the sidewalk. They are pedestrian-oriented signs that are most appropriate near an entrance or at a building corner.

- Projecting signs shall be mounted near a building's primary entrance or just to the side of it. Corner properties may place a projecting sign at the corner instead of at the building entrance.
- Projecting signs shall be oriented to the pedestrian and mounted no higher than the bottom of second-story windows. If a building does not have a second story, adjacent buildings should be used for reference. Projecting signs shall have a minimum of 7.5 ft. clearance above the sidewalk.
- Signs shall be scaled to the height and mass of the building.
- Signs shall be colorfast and resistant to corrosion.
- Signs shall not obscure or intrude upon character-defining features, other signs, windows, doors, or emergency exits.
- Signs shall provide sufficient space between the sign and wall plane (no less than 3 inches) to distinguish it as a separate visual element. Signs shall project no more than 4 ft. from the face of the building or two-thirds the width of the sidewalk, whichever is more.
- Using styles, shapes, colors, and materials that are complementary to the building is encouraged.
- Mounting brackets and horizontal members shall be simple in character and complementary to the sign design.
- In general, designing signs so that lettering is no more than 12 inches in height is encouraged.
- Per the sign ordinance, projecting signs shall not exceed 8 sq. ft. per sign face. Signs that fall within the range of 4-6 sq. ft. per sign face are generally most appropriate.

SANDWICH BOARDS

Sandwich boards are free-standing, self-supporting, A-frame signs that are not secured to a building or the ground. They are placed on a sidewalk near the primary entrance and intended to be taken inside after business hours.

- Right of Way permit approved by Development Services staff.
- Only one sandwich board shall be allowed per building.
- Signs shall be constructed of durable materials that present a finished appearance. Wood signs are encouraged.
- Designs that complement the character of the building and other signage on the building are encouraged.
- Signs shall not exceed 3 ft. in height or 6 sq. ft. in area.
- Signs shall be placed so as to maintain a minimum sidewalk clearance of 4 ft.
- Signs shall not be illuminated or contain moving parts.
- Signs shall be removable and taken inside a building after hours. Chaining of signs to trees, lights, or street furniture is prohibited.

Sandwich boards provide a convenient way for businesses to convey information that changes on a frequent basis, such as a restaurant's specials or the details of a sale at a boutique.

Directory signs and menu boards require clear visibility to serve their purpose. Placing such signs on unobstructed piers next to the storefront is typically the most appropriate way to display the information without being intrusive to the building's design.

MENU BOARDS AND DIRECTORY SIGNS

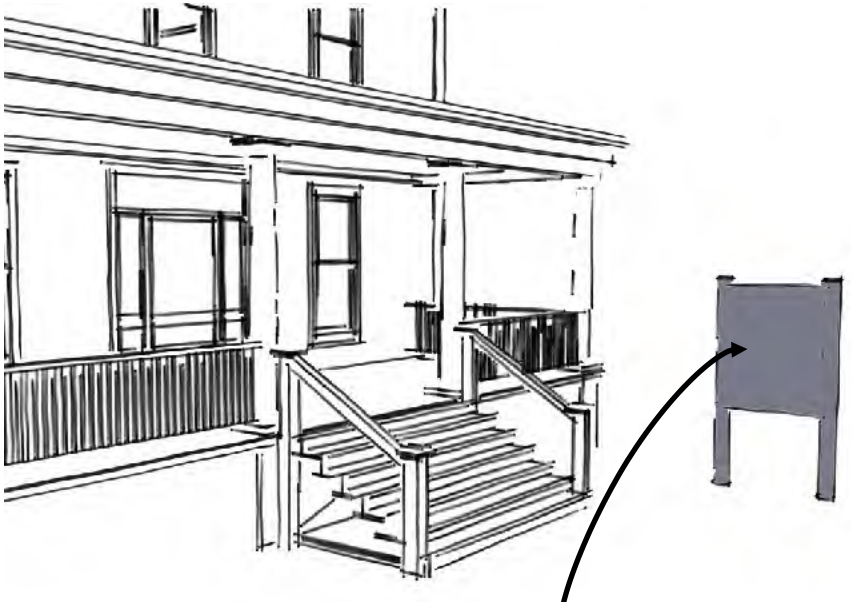
Menu boards are wall-mounted framed enclosures that display a restaurant's menu while directory signs are wall-mounted panels that display the names and locations of two or more tenants that share a common entrance.

- Menu boards and directory signs shall be positioned so as to avoid obscuring or damaging architectural details.
- Menu boards shall be no larger than 5 sq. ft.
- Menu boards shall be constructed of wood and have a front panel of safety glass or acrylic glass.
- Menu boards shall be mounted near the public entrance.
- Menu boards shall not have any other identification or signage displayed on the case or painted on the front panel.
- Consolidating individual tenant signs for a multi-tenant building into a single directory sign is strongly encouraged to minimize potential visual clutter and make it easier for patrons to identify individual tenants. In the absence of a single directory sign, signage for multiple tenants should be coordinated, aligning several smaller that match in size, color, and forms for a unified appearance.
- Directory signs shall generally not exceed 6 sq. ft. unless a large number of tenants warrants a larger sign.
- Directory signs shall be mounted near a common entrance.

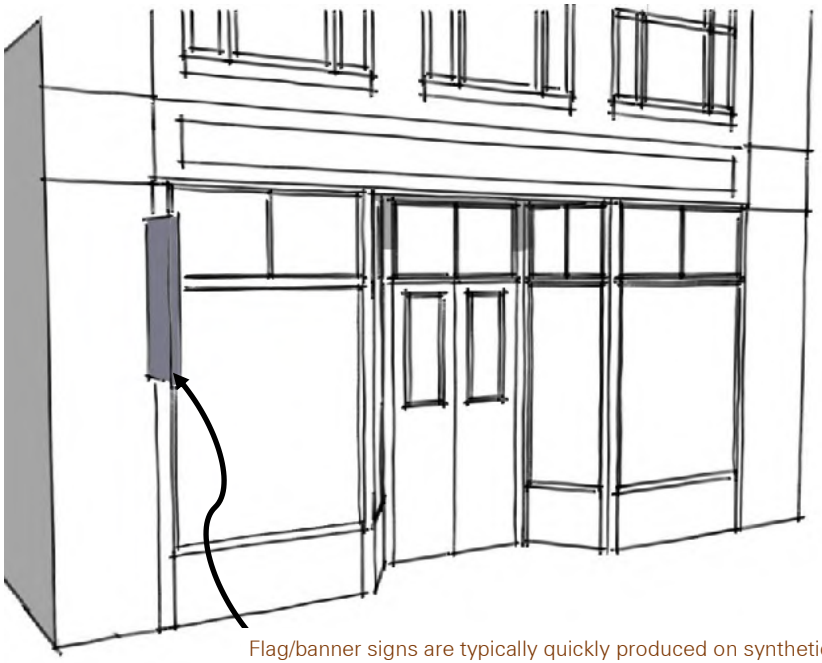
GROUND-MOUNTED SIGNS

Ground-mounted signs are typically associated with residential buildings converted for commercial purposes or commercial buildings located along automobile-oriented corridors. Such signs are typically located in front of a building at a driveway or parking lot entry. As such signs are oriented to motorists and not pedestrians, ground-mounted signs are only allowed in arterial areas and are prohibited along the blocks facing Main Street, Public Square, and 7th Street between Garden Street, and Woodland Street, plus 6th Street, and 8th Street.

- Signs shall be limited to one per location.
- Signs shall be placed so that they do not impede traffic or pedestrians. In general, all parts of the sign should be setback at least 2 ft. from a property line or sidewalk which ever is greater.
- Signs shall be scaled to the building, site, and adjacent properties. Signs shall not block lines of sight along a corridor.
- Signs shall be oriented perpendicular to the sidewalk so that they are easily viewed by passing pedestrians and motorist. Additional orientations request shall be reviewed on a case-by-case basis.
- Traditional materials are strongly encouraged. Painted wood or stone, rock-faced block, brick, are most appropriate for ground-mounted signs. Plastics are prohibited.
- Locating such signs in landscaping to soften their appearance is strongly encouraged.
- Elaborate signs that compete with the surrounding architecture or streetscape shall be prohibited.
- Internally illuminated signs are prohibited.
- Sign dimensions shall be no more than 8'ft in height and 32 square feet in sign face area for commercial and no more than 5'ft in height and 20 square feet in sign face area for residential.
- Buildings along arterial streets oriented in part toward automobile traffic and certain types of facilities (such as theaters, strip centers, and public buildings) may provide an appropriate setting for larger and multiple sign applications per site. Requests will be considered by the HZC and Development Services staff on a case-by-case basis.



Because pole–mounted and ground-mounted signs require vacant lot space and are designed primarily to attract the attention of passing motorists, they are not compatible with property at the core of the commercial district. Such signs should only be considered on fringe properties along arterial streets and only if they are designed and located to minimize visual impacts on the



Flag/banner signs are typically quickly produced on synthetic materials and not compatible with the goal of promoting high-quality design that conveys a sense of permanence. Their use should be limited in the district and their placement should be carefully considered so as not to disrupt lines or sight or intrude on a building's character.

FLAG, BANNER AND TEMPORARY SIGNS

These signs are generally quickly produced on cheaper materials such as vinyl. They are often temporary and associated with a particular event although they may relate to a more permanent aspect of a business. Signs are reviewed by staff and a COA is granted though the application process.

- Only one sign per location shall be allowed.
- Banners shall not exceed 10 sq. ft and project no more than 2 feet from the wall.
- Signs shall be installed so that they do not cause damage to a building or obscure architectural features, windows, or doors. Securing banners with ties is most appropriate.
- Canvas and other such fabrics are encouraged as a more attractive alternative to vinyl.
- Signs shall not have any associated light fixtures.
- Signs shall be located at the first story.
- Signs associated with a particular event (including a sale) shall be allowed for a maximum of 90 days at a time.

CAN I USE NEON?

Neon signs began appearing in the 1920s and were widely popular through the mid-20th century, including in Columbia. Selective use of open-faced custom neon tubing is allowed in the commercial historic district for wall and freestanding signs in accordance with the following guidelines:

- Neon shall be permitted only on projecting signs and only if the sign is compatible with guidelines for projecting signs in this document, including compatibility of sign size, scale, colors, and placement and individual components such as lettering and logos.
- Neon is prohibited on buildings built prior to 1920 unless the building was substantially altered in the past to have a c. 1920s-1950s appearance or the applicant can provide a photograph of the building using a neon sign prior to c. 1950.
- Neon signs shall not exceed 25% of all buildings in the district.
- Signs shall be unique to the business or entity occupying a building. Mass-produced and stock neon signs are prohibited.
- Neon shall only be used to illuminate the name or logo of a business on a primary sign. Signs shall include a combination of neon and non-illuminated elements. No more than three colors shall be used on any sign, including tubing and any backing materials. Neon components shall be restricted to one color. A sample or photograph of the proposed type of neon illustrating its intensity and color shall be submitted with the COA application.
- Neon shall be steady. Flashing, blinking, or other forms of changes in light intensity are prohibited.
- Transformers, backing plates, and other devices shall be hidden from view from the right-of-way.
- Neon shall be used as a signage element and not as decorative trim on a building, window, or other feature.
- Neon shall be turned off during daylight hours and when a business is closed.

NON-CONFORMING SIGNS

Non-conforming signs installed prior to these guidelines may continue to be used and repaired with alteration. However, any alterations to a non-conforming sign structure such as supports or removal of a cabinet shall be deemed an abandonment of the non-conforming status of the sign, in which case the sign shall be removed or brought into conformance with the guidelines.

- The guidelines do not preclude keeping a non-conforming signs in good repair. Property owners are still required to appropriately maintain non-conforming signs in accordance with property maintenance standards.
- Non-conforming signs shall not be structurally altered or reconstructed.
- Non-conforming signs shall not be enlarged nor shall illumination of an non-conforming sign be increased.
- Internally-illuminated signs shall only be refaced with an opaque or non-illuminated background that allows for illumination of text and/or a logo. Such signs shall be constructed to eliminate all light spillage from the top, bottom, sides, and back of the sign. White outlines around letters are appropriate provided they are in proportion with the remainder of the letter.
- In the event that a property is no longer used for the purpose associated with a non-conforming sign, the sign shall be removed by the owner or lessee of the property within 1 year.

Royal Blue
$3.50 Shoe.

9 DEMOLITION AND RELOCATION

CAREFULLY MANAGING IRREVERSIBLE ACTIONS

The City of Columbia takes demolition (in whole or in part) and relocation of contributing resources within the city's historic districts very seriously. These actions irreversibly alter the fabric of our community and disrupt the integrity of our historic districts.

Excluding emergency situations where a building must be demolished for safety reasons, property owners are strongly encouraged to work with Development Services, the HZC, the Tennessee Historical Commission, and local partners to explore potential alternatives for the building. No demolition shall occur unless ordered by a court or code enforcement or approved by the HZC.

Likewise, relocation of contributing resources must be carefully considered. Relocation is an expensive and complicated process that impacts not only the original site but also the relocation site. As a general rule, relocation of a historic property is prohibited unless the building is threatened with imminent demolition and there is a redevelopment plan for the vacated lot. Relocating a building and leaving a vacant lot in a historic district is strongly discouraged.

DEMOLITION BY NEGLECT

"Demolition by neglect" refers to the gradual deterioration or destruction of a historic property through abandonment or lack of maintenance, leading to health and safety violations and potentially sending a property beyond the point of repair.

The City's zoning ordinance requires that owners of historic properties "not allow conditions of neglect to occur" on properties and grants power to the Zoning Administrator to investigate allegations of demolition by neglect (see Reference "B") for conditions of neglect. Property owners who receive a finding of demolition by neglect may be subject to civil penalties and a court order to bring a property into compliance with applicable property maintenance standards.

Objective: Minimize the potential for demolition in Columbia's historic districts.

NON-CONTRIBUTING RESOURCES

These guidelines are intended primarily for contributing resources in the city's historic districts. Non-contributing buildings generally have more lenient thresholds for approval of demolition at the discretion of the HZC.

DEMOLITION

9.1 CAREFULLY CONSIDER THE EFFECTS OF DEMOLITION PRIOR TO PURSUING APPROVAL

- Historic properties shall be maintained and preserved. Demolition of contributing resources shall generally be prohibited.
- Evaluating alternatives to demolition and working with Development Services and the HZC prior to seeking approval for demolition is strongly encouraged. Such alternatives may include pursuing adaptive reuse strategies, selling the property to another party, or mothballing (neutral use buildout) of the building until a new use can be identified.
- Efforts to identify alternatives to demolition shall be documented such as professional structural reports, and staff reviews which shall be submitted as part of the request for demolition made to the HZC.

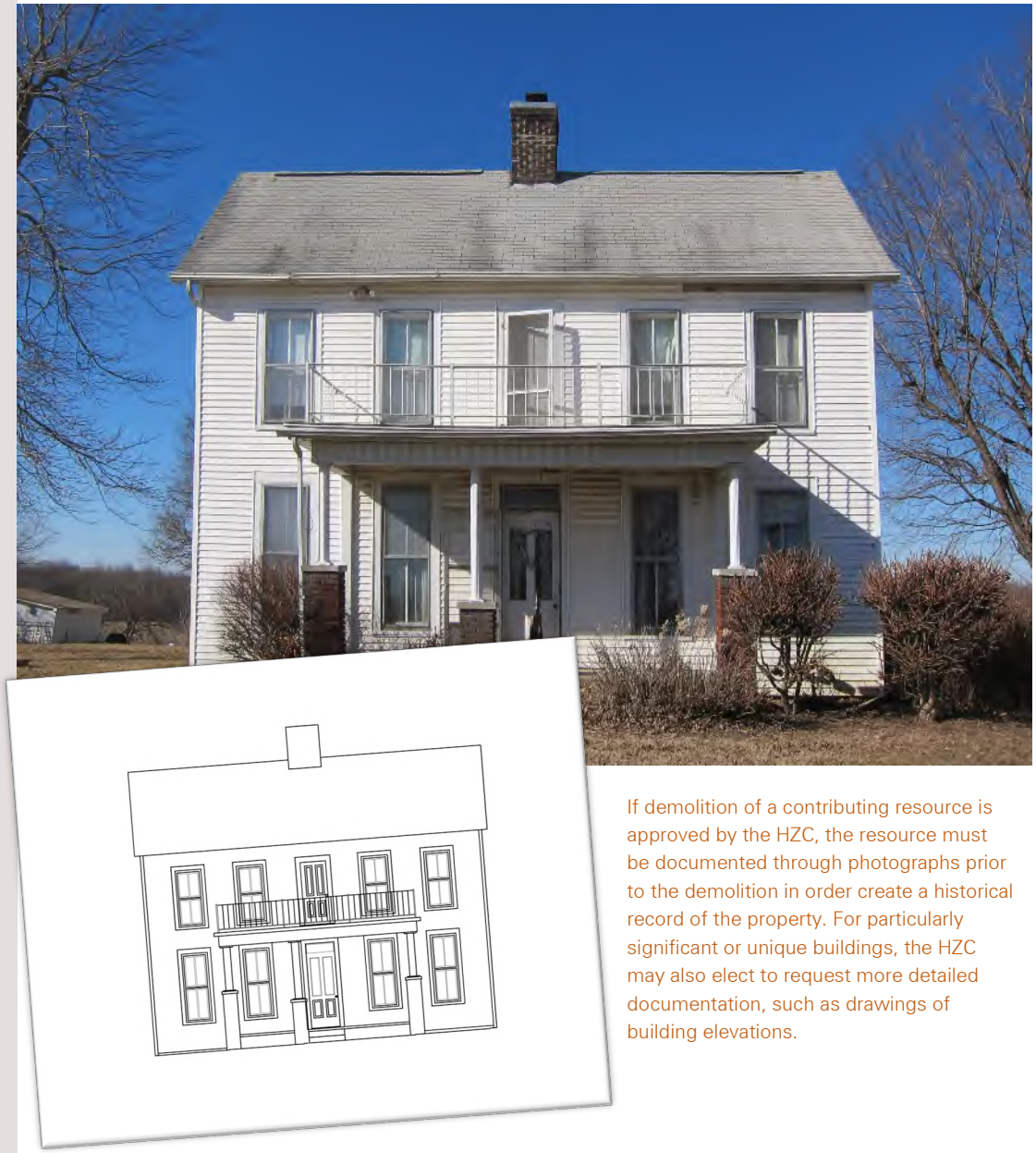
9.2 WHERE DEMOLITION IS APPROVED, CARRY OUT THE ACTION WITH RESPECT TO THE BUILDING, SITE, AND DISTRICT

- Salvaging intact and significant architectural materials and features such as windows, doors, hardware, and siding that could be used on other buildings is strongly encouraged.
- Protect significant site features such as mature trees and masonry walls from inadvertent damage. Promptly clear the site of all debris following demolition. Property owners shall ensure there is no damage to neighboring properties.
- Redevelopment plans for the site shall be compatible with the existing character of the district. All redevelopment plans within the boundary of the historic district in which the demolition occurs shall be reviewed and approved by the HZC in accordance with the guidelines.
- A permanent record of the property shall be created prior to demolition. This generally includes photographs but also may include documents such as drawings that illustrate the building's character. The HZC will determine on a case-by-case basis the level of documentation required in consideration of the character and significance of the building being demolished.

CONSIDERATIONS FOR APPROVAL

The HZC will critically evaluate all proposed demolitions. The following may be considered prior to making a determination regarding a proposed demolition:

- The architectural and historical significance and uniqueness of the building, individually and as a part of the district in which it is located.
- The presence or lack of architectural integrity.
- Potential negative impacts of the demolition on adjacent properties or the character of the district.
- The structural instability or deterioration of a property, including the circumstances under which a property has been allowed to fall into a state of disrepair. If structural deficiencies are cited as the reason for demolition, property owners are required to provide a report prepared by a structural engineer or registered architect detailing a property's physical condition, reasons why rehabilitation is not feasible, and cost estimates for rehabilitation versus demolition.
- Public safety and welfare needs.
- Any applicable claims of economic hardship that have been submitted to the HZC. (Reference B)
- Efforts to evaluate alternative solutions such as adaptive reuse, selling of the property to another party willing to use the building, and relocation.
- Efforts to salvage intact materials for use elsewhere by the applicant or other property owners.
- Proposed plans for the vacated site, including their compatibility with surrounding properties and the broader landscape of the historic district.



If demolition of a contributing resource is approved by the HZC, the resource must be documented through photographs prior to the demolition in order create a historical record of the property. For particularly significant or unique buildings, the HZC may also elect to request more detailed documentation, such as drawings of building elevations.

Objective: Limit relocation unless there are no other feasible and practical options for a building's survival.

RELOCATION

9.3 CONSIDER ALL ALTERNATIVES PRIOR TO PURSUING RELOCATION OF A BUILDING

- Evaluating potential reuse strategies or sale opportunities prior to pursuing relocation is strongly encouraged.
- Relocation of contributing resources shall be considered only as a last resort when a building is faced with demolition. Relocating buildings that are not threatened with demolition or redevelopment is prohibited.
- Relocating a building due to proposed demolition when there are no plans for redevelopment of the site is strongly discouraged. Relocation shall not be used as a means to create vacant lots.

9.4 WHERE RELOCATION IS APPROVED, MINIMIZE IMPACTS TO THE SITE AND DISTRICT

- Significant site features such as mature trees, fences, and masonry walls on the original site, relocation site, and along the route of the move shall be protected. If significant site features must be removed to relocate a building, they shall be reinstalled following the move.
- Significantly altering the existing topography of the site to facilitate relocation shall be avoided.
- Adjacent properties at original and relocation sites shall be protected from inadvertent damage.
- A building shall be relocated to an area where it is compatible with the style, age, design, composition, and massing of existing buildings.
- Relocating buildings to a vacant lot in a different historic district should be carefully considered as this can convey a false sense of history.
- Buildings shall not be relocated to a site that requires demolition, relocation, or significant alteration of another historic property.

9.5 RESPECT THE DESIGN INTEGRITY OF THE BUILDING WHEN UNDERTAKING RELOCATION

- A building shall be documented through photographs in its original setting prior to relocation.
- The building shall be protected before, during, and after the move by thoroughly evaluating its structural condition and properly securing it from vandalism, exposure to weather and adverse conditions, and shifting during the move.
- To the extent feasible and practical, buildings shall be relocated in one piece rather than being partially dismantled prior to relocation. If partial dismantling is required, all parts shall be labeled and photographed prior to the move to facilitate reconstruction at the relocation site.
- The original orientation of the building shall be maintained when the building is placed on the new site.
- The original elevation (height above ground) of the building shall be maintained when the building is placed on the new site.
- The setback of the building at the new site shall approximate the original setback or otherwise be consistent with buildings in the new location.

CONSIDERATIONS FOR APPROVAL

The HZC will critically evaluate all proposed relocations. The following may be considered prior to making a determination regarding a proposed relocation:

- Potential threats facing the building, including demolition and redevelopment.
- The architectural and historical significance and uniqueness of the building, individually and as a part of the district in which it is located.
- The structural integrity of the building and its ability to withstand the impacts of relocation.
- The integrity of the original setting in which the building is located.
- Potential negative impacts of the relocation on adjacent properties, site features, or the character of the district from which it is being removed.
- Relocation plans, including the degree to which a building will have to be disassembled to facilitate a move.
- The character and compatibility of the relocation setting, particularly if the building is being relocated within or to another historic district.
- Proposed plans for the vacated site, including their compatibility with surrounding properties and the broader landscape of the historic district.

WOLF

(A) FREQUENTLY ASKED QUESTIONS

WHAT IS THE HZC?

The Historic Zoning Commission (HZC) is a city functioning committee operating under the City of Columbia Zoning Ordinance to oversee protection of historic districts in the city. HZC meetings are public and everyone is welcome to attend.

DOES MY PROJECT REQUIRE REVIEW?

If you are proposing changes (beyond routine maintenance) that affect the exterior appearance of your property and it is located in a local historic district, then yes. You must receive a Certificate of Appropriateness before you begin work.

If you are completing routine maintenance or interior work, you do not need to go through the review process.

WHEN SHOULD I BEGIN THE PROCESS?

Early coordination with Development Services staff is recommended to avoid unnecessary delays and expenditures of time, money, and energy. It is recommended that you begin the process at least one month prior to the date that you intend to submit your application for your project review.

HOW LONG DOES THE PROCESS TAKE TO COMPLETE?

The timeline for design review depends on the nature of the project but planning at least one month for design review is recommended. For minor projects that meet the design guidelines, staff can administratively approve a project, which means that the applicant does not need to go before the HZC. For all other projects that require review by the board, the design review process is guided by a set monthly calendar that allows for consistent review and meeting timelines. Early coordination and making sure that you submit all necessary application materials are the best ways to ensure that the process does not slow down unnecessarily.

DO I NEED A PROFESSIONAL CONTRACTOR?

You are not required to hire an architect, engineer, or other contractor for an HZC application. That said, complex projects that require the submission of scaled drawings or renderings typically benefit from the services of a professional. Contractors can also help you identify potential opportunities and design strategies that may not readily be apparent.

WHEN CAN I BEGIN MY PROJECT?

For projects that affect the exterior appearance of a property, you may begin your project upon receiving a Certificate of Appropriateness and obtaining any required building permits or other approvals from planning and zoning.

AM I REQUIRED TO RESTORE MY PROPERTY?

No, the design guidelines do not require a property owner to restore a property to its original condition nor do they dictate that property owners must do unplanned work.

WHAT IF THERE IS AN EMERGENCY?

If a project requires an emergency repair or stabilization due to uncontrollable events such as a fire, tree collapse, or severe weather, an emergency permit can be issued without project review by the HZC. You should notify Codes staff as soon as possible when there is an emergency condition warranting immediate action.

WOLF

(B) APPLICATION REQUIREMENTS

In order for a project to be reviewed by Development Services staff or the HZC, the project applicant must submit a completed application that appropriately details the proposed scope of the project. This application is a standardized form required for all projects, which is designed to gather basic data about the scope of a project.

In addition to the application form, additional materials will be needed depending on the scale and complexity of your project. Submittal requirements for common projects are listed here, but project applicants are encouraged to contact Development Services staff prior to gathering materials to make sure that you are providing all of the required information.

Development Services staff and the HZC reserve the right to ask for additional support materials.

ALL PROJECTS

- Completed application form
- Map with the location of property marked
- Detailed project description
- Photographs of the proposed project location

MURALS AND PUBLIC ART

- Applicants will submit qualifications for a project through evidence of their past work and experience related to the request.
- Submissions shall include renderings of proposed artwork
- Plot Plan showing placement of art

EXTERIOR REHABILITATION

- Drawings showing proposed alterations
- Description of proposed materials
- Detailed photographs of proposed area of work on the building
- Photographs of proposed area of work from the right-of-way
- If restoring to an earlier appearance or reconstructing a missing feature, photographic and/or documentary evidence providing the basis for the proposed design

NEW CONSTRUCTION AND ADDITIONS

- Site plan with existing and proposed construction indicated, materials labeled, and setbacks labeled
- Elevation drawings
- Lot survey
- Photographs of the project location
- Photographs of proposed area of work from the right-of-way
- General photographs of adjacent properties
- For additions, photographs of the existing building

LOT SUBDIVISION/CONSOLIDATION

- Plat prepared by professional land surveyor

FENCES AND SITE CHANGES

- Site plan with existing and proposed features
- Description of proposed materials
- Photographs of the project location

RELOCATION

Note that all applicants proposing relocation must meet with Development Services staff prior to submitting an application.

- Detailed discussion of rationale for relocation
- Photographs of the property
- Photographs of the proposed relocation site
- Lot survey
- Plan of proposed building site showing location, orientation, and associated site features
- Any relevant architectural/engineering studies

DEMOLITION

Note that all applicants proposing demolition must meet with Development Services staff prior to submitting an application.

- Cost estimates to renovate the building, prepared by an architect or professional estimator
- Any reports on the structural integrity of the building
- Documentation of any efforts to seek alternative outcomes

MURALS AND PUBLIC ART

- Proposed idea or theme as a sketch or rendering showing dimensions, color, textures, and materials
- Photograph of the site location
- Photographs of adjacent areas
- Letters from the property owner indicating approval of the installation (if the applicant is not the property owner)
- If installing art off building, a site plan depicting proposed locations and relationships to surrounding features
- Maintenance plan for care of the art over its anticipated life

NEW SIGNS

- Detailed description of the proposed sign, including content and materials
- Rendering of the proposed sign depicting its shape, colors, lettering, style, graphics, and dimensions
- Photographs showing the proposed sign location
- Photographs of any existing signs on the property
- If installing sign lighting, drawings/ photographs showing the type of lighting and its proposed placement
- If proposing neon, photographs or examples illustrating the neon's color and intensity

WOLF

(C) GLOSSARY

ADDITION: New construction attached to an existing structure.

ALTERATION: Any construction, replacement, or change to the exterior of a building that is visible from the public right-of-way.

APPROPRIATE: Meaning especially suitable, compatible, or fitting. Changes to historic properties are evaluated for "appropriateness" during the design review process.

APPURTENANCES: The visible, functional objects accessory to and part of buildings.

ARCH: A curved or pointed opening in a wall, usually masonry, supported at either end by piers or pillars and spanning a passageway or open area such as a door or window.

ARCHITECTURAL FEATURE: A prominent or significant part of a building, structure, or site.

ARCHITRAVE: Lowest of the three main parts of the entablature. It sits directly on the capital of a column.

ASPHALT SHINGLE: A composition shingle with an asphalt-impregnated felt base, surfaced with mineral granules.

AWNING: A roof-like cover that projects from a building and is designed to protect from weather.

BALUSTER: A vertical member under a railing. It fills the opening between a handrail and the stair or floor.

BALUSTRADE: The entire railing system comprised of a series of balusters connected on top by a handrail.

BARGEBOARD: A decorative, carved board attached to the projecting edge of the rafters under a gable roof. Also known as vergeboard.

BAY: Repetitive divisions into which a building is divided.

BAY WINDOW: A window that projects from the plane of the wall.

BEAM: Horizontal structural member designed to support loads.

BONDING PATTERN: Repeating arrangement of masonry into various patterns.

BRACKET: Projecting support member found under eaves or other overhangs. May be only decorative or may be used to support weight.

BUILDING: Any structure designed or constructed for residential, commercial, industrial, agricultural, or other use.

CABINET: A fixed sign structure consisting of a frame and face. May include illuminated components.

CAPILLARY ACTION: Pulling of water through a small opening or fibrous material by the adhesive force between the water and the material.

CAPITAL: The upper, decorated portion of a column or pilaster.

CASEMENT WINDOW: A window that is hinged on one vertical edge.

CAST IRON: Iron/carbon alloy that is poured as a hot liquid into molds to give it form. It can easily be cast into almost any shape, but it is too hard and brittle to be shaped by hammering.

CAULKING: Method of filling with an elastic compound all of the small crevices, holes, and joints between different materials that cannot be sealed by any other method.

CAUSTIC: Capable of burning, dissolving, or eating away by chemical action.

CEMENT: Any material or mixture of materials (such as clay and limestone) that is allowed to harden in place. Cement is often combined with an aggregate (such as sand or gravel) to form concrete.

CERTIFICATE OF APPROPRIATENESS: The permit issued by the HZC that gives its approval for work to be done in the historic overlay district.

CERTIFIED LOCAL GOVERNMENT: A government meeting the requirements for historic preservation planning of the National Park Service and Tennessee Historical Commission.

CHAMFER: A beveled edge on the corner of a porch post.

CHARACTER: The qualities of a place that distinguish it from similar places.

CHIMNEY: A vertical shaft of masonry that encloses a flue designed to remove combustion products.

CLADDING: Exterior, non-structural finish material on a building.

CLAPBOARD: Siding consisting of overlapping, narrow horizontal boards, usually thicker at one edge.

CLASSICAL: Pertaining to the architecture of Greece and Rome or to the styles inspired by this architecture.

COLUMN: Pillar that may be square, truncated, patterned, or circular and serves as a support for something resting on its top.

COMPATIBILITY: Harmony in the appearance of two or more external design features in the same vicinity.

COMPONENT: Part of a building or structure

CONCRETE: Mixture of sand, gravel, crushed rock, or other aggregate held together by a paste of cement and water. When hardened, concrete has great structural strength.

CONFIGURATION: The arrangement of components on a building, which help to form its character.

CONSTRUCTION: The act of placing an addition on an existing structure or the erection of a new principal or accessory structure on a lot or property.

CONTEMPORARY: Marked by characteristics of the current period. Distinguished from "historic" by characteristics that illustrate that an element, component, structure, or site feature is constructed at the present time rather than some period of the past.

CONTEXT: The setting in which a historic element, site, structure, or district exists.

COPING: A cap or covering to a wall, either flat or sloping, which sheds water.

CORBEL: A piece of stone jutting out of a wall as a decorative feature or to carry weight.

CORNERBOARD: A vertical strip of wood placed at the corners of a frame building.

CORNICE: Projecting molding along the top of a building or wall. It is the upper section of an entablature.

CRESTING: Decorative work running along the ridge of a roof.

CUPOLA: Small structure built on top of a roof, originally providing ventilation.

DEMOLITION: Any process that destroys in part or in whole a portion of a building or feature.

DORMER: Vertical window projecting from the

slope of a roof, usually with its own roof.

DOUBLE-HUNG WINDOW: A window composed of two movable sashes set one above the other.

EAVE: Lower part of a roof that overhangs a wall.

ELEVATION: View of a vertical face of a building.

ENTABLATURE: Horizontal construction above a classical column or set of columns.

FAÇADE: Front or face of a building. The main view of a building.

FANLIGHT: Semicircular or fan-shaped window set above a door or window.

FENESTRATION: The arrangement of window and door openings on a building.

FIBER CEMENT SIDING: A lightweight material that is manufactured to simulate wood products. Resistant to rot, termites, fire, and dimensionally stable.

FIBERGLASS SHINGLE: A composition shingle with a fiberglass base, surfaced with colored ceramic granules.

FIXED WINDOW: A non-operable framed window.

FLASHING: Thin, continuous sheet of metal, plastic, or waterproof paper used to prevent water passing through a joint in a wall, roof, or chimney.

FRIEZE: A Middle part of the entablature between the cornice and architrave. It is often decorated.

GABLE: Triangular end of a wall under a roof, formed by two sloping sides.

GLAZING: Fitting glass into windows or doors.

GUTTERS: A horizontal trough located near the bottom edge of a roof slope to collect rainwater.

HIP: A roof with four sloped sides.

HISTORIC ZONING COMMISSION: The appointed body responsible for conducting historic design review in Columbia.

INFILL: Buildings that have been designed and built to replace missing structures or buildings so they fill gaps in the streetscape.

IN-KIND: Staying with the same material or items used originally.

LANDSCAPE: Site features including topography, transportation patterns, and vegetation.

LIGHT: A glass pane in a window or door.

LIME: Calcium oxide, which comes from burning limestone.

LINTEL: Horizontal structural member that supports a load over an opening.

MASSING: Physical volume or bulk of a building, and the building's arrangement and organization in relation to the physical site and other buildings.

MOLDING: A linear decorative element.

MORTAR: Substance used in bricklaying to join masonry units.

MULLION: The vertical bar between coupled windows or multiple windows.

MUNTIN: Strips separating panes of glass in a window sash.

NEWEL POST: A post supporting one end of a handrail at a flight of stairs.

OBSCURED: Covered or hidden from view.

ORIEL WINDOW: A bay window located above the first floor level supported by brackets or corbels.

PANE: A single piece of window glass.

PARAPET: A low wall that rises above a roof line, terrace, or porch.

PARGING: A thin coat of plaster or cementitious mortar over a masonry surface.

PATINA: Mellowing of age on any material due to exposure to the elements.

PEDIMENT: Triangular part of a gabled roof often used as a crowning element above doors or windows.

PIER: A square masonry or concrete support for a building or porch.

PILASTER: Flattened column attached to a

wall for decoration.

PITCH: Slope of a roof.

POINTING: The process of removing deteriorated mortar and replacing it with new mortar.

QUOIN: A decorative or structural masonry block at the corner of a building.

PRESERVATION: Retaining the historic integrity of a building, site, or structure.

PROPORTION: Balanced relationship of parts of a building, landscape, structure, or site.

RAFTER TAIL: The exposed portion of a rafter that overhangs an exterior wall.

RAIL: When referring to a window, the horizontal members that meet in the center of two sashes.

RAILING: Top member of a balustrade.

RAKE BOARD: The trim board found at the eave on the gabled end of a building.

RECONSTRUCTION: Reproducing by new construction the exact form and detail of a vanished structure in total or in part.

REHABILITATION: The process of repairing a building to sound condition with minimal changes to original building fabric, allowing for contemporary use while preserving significant historical and/or architectural features.

RELOCATION: Relocation of a structure to another position on the same site or another site.

RESTORATION: To return a building, structure, or feature to its original condition.

RHYTHM: Sense of movement created by the regular recurrence of elements across the face of a building, as in the spacing of doors and windows.

RIDGE: The top horizontal member of a roof where sloping surfaces meet.

ROOF: The part of the structure which covers and protects it from weather, together with decorative elements such as cresting, coverings, chimneys, and other elements.

ROOF COVERINGS: Materials used to cover the roof, such as asphalt shingles, concrete or terra cotta tiles, slate, or others.

SASH: The framework into which window panes are set.

SCALE: Absolute height and width in relation or proportion to neighboring buildings.

SCREENING: Use of vegetation or fencing to conceal an area from view.

SETBACK: Distance from the a building elevation to the street right-of-way.

SETTING: The time, period, and physical environment of a particular place.

SHED ROOF: A roof that is pitched in a single direction.

SHINGLE: Thin piece of wood, slate, or metal used in overlapping rows to form the surface of an exterior wall or roof. They may be laid in patterns (imbricated).

SIDELIGHT: Narrow, vertical windows on each side of a door.

SIDING: Exterior wall covering.

SILL: A horizontal member at the bottom of a window.

SIMULATED DIVIDED LIGHT: A window in which a single, full-length piece of glass is set behind affixed muntins to simulate a true divided light window.

SLIDING WINDOW: Overlapping horizontally sliding sashes.

SOFFIT: The underside of a roof overhang.

STREETSCAPE: The characteristics of the street and features along it, as well as their arrangement and relationship to one another.

STUCCO: Plaster or cement applied to exterior walls. It can be decoratively textured.

TERRA COTTA: Fine-grained, fired clay product used as exterior building ornamentation or as roofing.

TOOLING: Finishing of a mortar joint by pressing and compacting it to create a particular profile.

TRANSOM: A window set above the transom bar of a door or larger window.

TRUE DIVIDED LIGHT: A window in which the glass is installed as individual small panes.

TURNED WOODWORK: Woodwork shaped on a lathe.

TURRET: A small, slender tower.

URETHANE BOARD: A rigid composite foam board that is often used for signs.

WATER SEALANT: Coatings and sealers that keep out a significant amount of moisture.

WEATHERBOARD: Wood siding for the exterior covering of a frame building.

WEATHER-STRIPPING: A narrow, compressible band used between the edge of a window or door and the opening to seal against water and air penetration.

WINDOW: A glazed opening in a wall that provides an interior space with natural light and ventilation.

WINDOW HOOD: Protective and sometimes decorative cover found over doors and windows.

WROUGHT IRON: Almost pure iron that is soft and bendable, and can be forged or bent into many shapes.

(D) DESIGN REVIEW REQUIREMENTS

The following table provides a summary of commonly proposed projects in Columbia's historic districts and the level of design review required for each. This table is not intended to address every project that may be proposed. Questions regarding specific projects and the applicability of the design guidelines and review requirements should be directed to Development Services staff.

*** All requests for routine maintenance, staff approval, and HZC review must receive a recommendation from the West 6th Street Historic District advisory committee before work and/or application to the Columbia Historic Commission or staff.*

PROPOSED PROJECT TYPE	ROUTINE MAINTENANCE (NO REVIEW REQUIRED)	STAFF APPROVAL	HZC REVIEW
RESIDENTIAL AND COMMERCIAL BUILDINGS			
ARCHITECTURAL DETAILS			
Repair with no change in materials or design	X		
Replacement of existing features with in-kind materials and design or if not visible from the right-of-way		X	
Replacement of existing features with new materials and/or design, addition of new features, or removal of existing features visible from the right-of-way			X
AWNINGS AND CANOPIES			
Repair of existing features with no change in materials or design	X		
Replacement of existing features with a new feature that is consistent in scale, design, and material with existing features		X	
Replacement of existing awning with a new awning that is not consistent with the existing awning and installation of new awnings		X	
Replacement of existing canopy with a new canopy that is not consistent with the existing canopy and installation of new canopies			X
CHIMNEYS			
Repair of existing features with no change in materials or design	X		
Replacement of existing features, construction of new features, or removal of existing features visible from the right-of-way			X

PROPOSED PROJECT TYPE	ROUTINE MAINTENANCE (NO REVIEW REQUIRED)	STAFF APPROVAL	HZC REVIEW
RESIDENTIAL AND COMMERCIAL BUILDINGS			
DOORS			
Repair of existing features with no change in materials or design; replacement of hardware	X		
Replacement of existing features with compatible design or materials		X	
Replacement of existing features with new design or incompatible materials, installation of new openings, or removal of existing openings			X
Installation of storm doors that maintain appropriate visibility		X	
Installation of storm doors that are not compatible with traditional visibility			X
FOUNDATIONS			
Chemical treatments, tuckpointing of masonry, and alterations			X
GUTTER SYSTEMS			
Repair of existing features with no change in materials or design	X		
Covering over of built-in gutters with appropriate materials, no removal of features		X	
Installation of new gutters, removal of existing features, or replacement with new materials or design			X
MASONRY			
Chemical cleaning, tuckpointing, and alterations			X
PAINTING			
All painting, excluding unpainted masonry surfaces	X		
Painting of unpainted masonry surfaces			X

PROPOSED PROJECT TYPE	ROUTINE MAINTENANCE (NO REVIEW REQUIRED)	STAFF APPROVAL	HZC REVIEW
RESIDENTIAL AND COMMERCIAL BUILDINGS			
PORCHES			
Repair of existing features with no change in materials or design	X		
Replacement of existing features no change in materials or design or side and rear enclosures		X	
Replacement of existing features with a change in materials or design, removal of existing features, addition of new features, or façade enclosures			X
ROOFS			
Repair of existing roofs with no design or change in materials and replacement of existing roofs with no change in design or materials	X		
Replacement of existing roofs with change in materials but not visible from right-of-way		X	
Replacement of existing roofs with a change in design or materials, including solar tiles that mimic traditional materials, and visible from right-of-way			X
Alteration of the roofline, roof shape, or alteration or removal of details			X
SIDING			
Repair and replacement with no change in materials or design	X		
Replacement of deteriorated siding with fiber cement board		X	
Replacement of siding with a change in materials other than fiber cement board or a change in design, dimensions, direction; installation of new siding; or removal of existing siding to expose underlying material			X
WINDOWS			
Repair of existing features with no change in materials, configuration or design	X		
Replacement of existing windows with no change in dimension, configuration, style, or materials		X	
Replacement of existing windows with an accepted alternative material		X	
Replacement of existing windows with other materials, a change in character or style, installation of new window openings, or removal of openings			X

PROPOSED PROJECT TYPE	ROUTINE MAINTENANCE (NO REVIEW REQUIRED)	STAFF APPROVAL	HZC REVIEW
ADDITIONS			
Construction of an addition in the commercial area			X
Construction of an addition on a rear elevation in a residential area		X	
Construction of an addition on a street-fronting face in a residential area			X
NEW CONSTRUCTION			
New construction in residential or commercial areas			X
FENCES, WALLS, AND LANDSCAPE FEATURES			
Replacement and new landscape features		X	
SIGNAGE			
Replacement of signage with new signage that replicates the original sign		X	
Installation of all new signs or replacement of signs with new designs, materials, or configurations			X
Temporary signage		X	
ARTWORK			
Installation of all public art and murals			X
DEMOLITION AND RELOCATION			
All demolition and relocation			X

(E) NEW CONSTRUCTION CHECKLIST

The following checklist identifies common questions to be considered when determining the appropriateness of new construction in Columbia's historic districts. This checklist is for reference only to facilitate discussions and engage the decision-making process. Being able to say "yes" to each item does not guarantee the appropriateness of construction.

FEATURE	YES	NO
SITE		
Are walkways and driveways compatible with the character of the area?		
Does the construction protect and retain mature trees (if present) on the site?		
Are the fences and walls compatible with the area in location, size, scale, materials, and detailing?		
Are locations of mechanical equipment, site utilities, and access features appropriate and screened as needed?		
Are outbuildings located in appropriate areas and scaled appropriately?		
BUILDING PLACEMENT AND MASSING		
Is the building setback compatible with the area?		
Is the primary entry oriented to the street?		
Is lot coverage and spacing compatible with the area?		
Are the massing, scale, proportions ,and complexity of the building compatible with the area?		
CHARACTER AND INDIVIDUAL FEATURES		
Are materials compatible with the character of the area?		
Does the building use a visually compatible contemporary design?		
Is the primary façade appropriately articulated and distinguished?		
Is the roof shape, pitch, and detailing (materials, dormers, etc.) compatible?		
Are windows and doors compatible in scale, spacing, proportions, and character?		
Are window and door styles compatible with the area?		
Do windows and doors have vertical emphasis?		
Are entries, porches, or storefronts located and scaled appropriately and compatible with the area?		

2.2.4 HISTORIC ZONING COMMISSION

Creation

A Historic Zoning Commission is hereby created for Columbia, Tennessee, and it shall consist of seven members are residents of the area of jurisdiction of the City of Columbia prior to the appointment and who shall continue to be so eligible as long as they serve.

Membership

Membership on the Historic Zoning Commission shall be composed of the following members:
One member of the Columbia Regional Planning Commission.
One member representing a local historical or patriotic organization.
One architect who is a member, or meets membership requirements, of the American Institute of Architects, if available; if such a qualified architect is unavailable, this position will be filled by another member selected from the community in general.
Four members as selected from the Columbia community in general.

The term of the member nominated from the Regional Planning Commission shall be concurrent with the term on the Planning Commission, and in the event that any other member shall also be a member of the City Council, the term of such member shall be concurrent with the term of the elected office of the member. All members shall serve without compensation and may be removed from membership by the Mayor and City Council.

Vacancies

Vacancies on the Historic Zoning Commission shall be filled for the unexpired term of those members whose position has become vacant in the manner herein provided for the appointment of such member; vacancies shall be filled within 60 days.

Election of Officers, Rules and Meetings

The Historic Zoning Commission shall elect from its members its own chairman and other officers deemed appropriate to carry out its purpose.

Conflict of Interest

Any member of the Historic Zoning Commission who shall have a direct or indirect interest in any property which is subject matter of or is affected by a decision of said commission shall be governed by the provisions of *Section 12 – 4 – 101, TCA*.

Meetings

The commission shall adopt rules of order and establish regular meeting dates. At least four members of the commission shall constitute a quorum for the transaction of its business. The concurring vote of a majority of the commission shall constitute final action of the commission on any matter before it.

Powers and Duties

Subject to state law and the procedures prescribed hereunder, the Columbia Historic Zoning Commission shall have the following powers, functions and duties:

To create and to recommend the adoption of legislation which will facilitate establishment of special historic and landmark districts wherein the construction, repair, alteration, rehabilitation, relocation or demolition of any building or other structure now located or to be located will be subject to special provisions as set forth herein and as further specified in *Section 13 – 7 – 402, TCA*.

To create and recommend the enactment of legislation providing for the transfer of development rights as a portion of the legislation which establishes any special historic district or zone and as further specified in *Section 13 – 7 – 402 (C), TCA*.

To testify before all boards and commissions, including the Planning Commission, City Council and the Board of Zoning Appeals, on any matter affecting historically and architecturally significant property, structures and areas.

To conduct a survey of buildings, places or areas within the City of Columbia for the purpose of identifying those of historic or cultural significance.

To develop and adopt, prior to the establishment of any historic or landmark district, review guidelines as specified in 3.10.8, which the Historic Zoning Commission will apply in ruling upon the granting or denial of a Certificate of Appropriateness.

To submit and to review all applications designating historic sites or buildings as special historic or landmark districts.

To review and make decisions on any application for a Certificate of Appropriateness as specified in Sec. 3.12 and to require the presentation of such plans, drawings, elevations and other information as may be necessary to make such decisions.

To determine an appropriate system of markers for designation of historic and landmark districts.

SEC. 3.11 HISTORIC OR LANDMARK DESIGNATION

3.11.1 CLASSIFICATIONS

There are hereby created historic and landmark districts as a part of this ordinance:

The Historic District

Whose boundaries shall be shown on the official zoning map or special overlays thereto which are made a part of this ordinance and noted by name on said maps, no structure shall be constructed, altered, repaired, relocated or demolished unless the action complies with the requirements set forth in this ordinance.

The Historic Landmark

Whose boundaries shall be shown on the official zoning map or special overlays thereto which are made a part of this ordinance and noted by name on said maps, no structure shall be constructed, altered, repaired, relocated or demolished unless the action complies with the requirements set forth in this ordinance.

3.11.2 INTERIM CONTROL

No building permit shall be issued for alteration, construction, demolition, or removal of a nominated landmark or of any property or structure within a nominated historic district from the date of the meeting of the Historic Zoning Commission at which a completed nomination form is first presented until the final decision by the City Council unless such alteration, removal, or demolition is authorized by formal resolution of the city council as necessary for public health, welfare or safety. In no event shall the delay be for more than 180 days. After 180 days, a building permit may be issued provided all applicable requirements have been met. This may include the requirement for a certificate of appropriateness (Sec. 3.12) if the nominated district or structure has been approved by the Council.

3.11.3 APPLICABILITY

The City Council may designate an area as an historic district or a property as an historic landmark.

A property owner or owners may request that a property be designated as an historic landmark or an area as an historic district.

3.11.4 INITIATION OF REQUEST

Requests for designating an historic district may be made in any one of the following methods:

By petition to the City Council by property owner(s) in the proposed landmark or district;

By initiative of the City Council; or

By initiative of the Historic Zoning Commission subject to the requirements of 3.11.5

An application for an historic landmark designation shall be submitted to the Historic Zoning Commission in accordance with Sec. 3.3.3, Application Requirements. Requests for designation shall include the specific elements of the property for which historic landmark designation is proposed.

3.11.5 HISTORIC PRESERVATION PLAN

The Historic Zoning Commission shall undertake an ongoing survey within the corporate limits of the City of Columbia to identify neighborhoods, areas, sites, structures and objects that have historic, community, architectural or aesthetic importance, interest or value. Before the Historic Zoning Commission shall on its own initiative nominate any historic district or landmark, it shall develop a plan for completion of a survey of the entire city.

3.11.6 HISTORIC ZONING COMMISSION REVIEW AND RECOMMENDATION

Review and Recommendation

The Historic Zoning Commission shall, within 60 days from receipt of a completed nomination in proper form adopt by resolution a recommendation that the nominated historic or landmark district does or does not meet the criteria for nomination set out in Sec. 3.11.6B. The resolution accompanied by a written report shall be forwarded to the Planning Commission for review as specified in Sec. 3.11.7, and to the City Council as specified in Sec. 3.11.8 for final action. The report shall contain the following information:

General

a. Explanation of the significance or lack of significance of the nominated historic or landmark district as it relates to the criteria for designation.

b. Explanation of the integrity or lack of integrity of the nominated district.

c. Proposed design guidelines required by Sec. 3.11.6C, for applying the criteria for review of Certificates of Appropriateness to the nominated landmark or historic district or structure.

d. The relationship of the nominated historic or landmark district or structure to the ongoing effort of the Historic Zoning Commission to identify and nominate all potential areas and structures that meet the criteria for designation.

e. Recommendations as to appropriate permitted uses, special uses, height and area regulations, minimum dwelling size, floor area, sign regulations, and parking regulations necessary or appropriate to the preservation of the nominated historic or landmark district or structure.

f. A map showing the location of the nominated historic or landmark district or structure.

Historic or Landmark District

In the case of a nominated district found to meet the criteria for designation:

a. The significant exterior architectural features of the nominated district that should be protected;

b. The types of construction, alteration, demolition, and removal, other than those requiring a building or demolition permit that should be reviewed for appropriateness pursuant to the provisions of Sec. 3.12, Certificate of Appropriateness.

Historic or Landmark Structure

In the Case of a nominated structure found to meet the criteria for designation:

a. The types of significant exterior architectural features of the structure that should be protected.

b. The types of alterations and demolitions that should be reviewed for appropriateness pursuant to the provisions of Sec. 3.12, Certificate of Appropriateness.

Criteria for Designation of Historic and Landmark Districts or Structures

In order for a building, structure, area, site or neighborhood to be considered for nomination as an historic or landmark district or structure, such shall be found to meet one or more of the following criteria:

That it is associated with an event which has made a significant contribution to local, state or national history;

That it includes structures associated with the lives of persons significant in local, state or national history;

That 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 poses high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction;

That it has yielded or may be likely to yield archaeological information important in history or prehistory; or

That it is listed in the National Register of Historic Places.

Design Guidelines

Prior to the establishment of a historic or landmark district, the Historic Zoning Commission shall adopt for each such proposed district a set of design guidelines, which it will apply in ruling upon the granting or denial of a Certificate of Appropriateness, as provided for in this article. Such guidelines shall be consistent with this ordinance and with the requirements for such as established and provided for by Section 13 – 7 – 406, *TCA*. The Historic Zoning Commission shall to the maximum feasible extent secure the involvement and participation of owners of property proposed for location within any historic district or landmark in developing such guidelines. These guidelines shall accompany the request for historic district designation and shall be considered conjunctively with such request. These design guidelines shall, at a minimum, consider the following criteria:

Height

The height of any proposed alteration or construction should be compatible with the style and character of the landmark and with surrounding structures in an historic district.

Proportions of Windows and Doors

The proportions and relationships between doors and windows should be compatible with the architectural style and character of the landmark and with surrounding structures within an historic district.

Relationship of Building Masses and Spaces

The relationship of a structure within an historic district to the open space between it and adjoining structures should be compatible.

Roof Shape

The design of the roof should be compatible with the architectural style and character of the landmark and surrounding structures in an historic district.

Landscaping

Landscaping should be compatible with the architectural character and appearance of the landmark and of surrounding structures and landscapes in historic districts.

Scale

The scale of the structure after alteration, construction, or partial demolition should be compatible with its architectural style and character and with surrounding structures in an historic district.

Directional Expression

Facades in historic districts should blend with other structures with regard to directional expression. Structures in an historic district should be compatible with the dominant horizontal or vertical expression of surrounding structures. The directional expression of a landmark after alteration, construction, or partial demolition should be compatible with its original architectural style and character.

Architectural Details

Architectural details including materials, colors and textures should be treated so as to make a landmark compatible with its original architectural style and character and to preserve and enhance the architectural style or character of an historic or landmark district.

3.11.7 PLANNING COMMISSION REVIEW AND RECOMMENDATION

Upon receipt of a report prepared by the Historic Zoning Commission in accordance with Sec. 3.11.6, the Planning Commission shall conduct a review as provided herein. The Planning Commission shall review such plan relative to the following:

The adopted Major Thoroughfare Plan.

Any redevelopment or restoration plans.

Utility plans (including need for easements).

Impact on or possible modification required in base district zoning.

All other matters normally considered in recommending a rezoning, excepting those aspects of the report which pertain specifically and solely to the historic district and as otherwise specified in Sec. 3.11.6.

3.11.8 CITY COUNCIL REVIEW AND DECISION

Notice of Public Hearing

The City Council shall schedule a public hearing on the nomination within thirty (30) days following receipt of a report and recommendation from the Planning Commission that a nominated historic or landmark district does or does not meet the criteria for designation.

Published Notice

a. Notice of the Zoning Ordinance amendment shall be published in accordance with 3.3.4B.1, Published Notice.

b. This notice shall also include the street address and legal description of the boundaries of a nominated district.

Mailed Notice

a. Notice of the Zoning Ordinance amendment shall be mailed to the owner(s) of record and to the nominators, as well as to property owners adjoining the nominated historic or landmark district at least 15 days prior to the date of the hearing in accordance with 3.3.4B.2.a. , Mailed Notice.

b. This notice shall also include the street address and legal description of the boundaries of a nominated district.

Public Hearing

Oral or written testimony concerning the significance of the nominated historic or landmark district shall be taken at the public hearing from any person concerning the nomination. The Historic Zoning Commission may present expert testimony or present its own evidence regarding the compliance of the nominated district with the criteria for consideration of a nomination set forth in this Section. The owner of any real property located within any nominated preservation district shall be allowed reasonable opportunity to present evidence in support of his position and shall be afforded the right of representation by counsel and reasonable opportunity to cross – examine expert witnesses. The hearing shall be closed upon completion of testimony.

3.11.9 LANDOWNER APPROVAL

A petition signed by at least 51% of the property owners indicating approval of the designation shall be required prior to final designation of the district or landmark (Petition shall be filed with the Zoning Administrator).

3.11.10 ACTION BY CITY COUNCIL

Amendment to the Zoning Ordinance

Decision

The City Council shall, within 30 days after holding the Public Hearing specified in 3.11.8B after taking into consideration of the report prepared by the Historic Zoning Commission and the review by the Planning Commission concerning the proposed historic or landmark district or structure, either reject the proposed nomination or designate the district or structure by ordinance. The City Council may extend this decision period when it is determined that additional meetings or hearings are required. Each extension shall be for no more than 30 days. No more than three extensions shall be permitted. If, at the end of three extensions no final decision has been rendered by the Council, the application shall be considered rejected.

Modification of Ordinance

In the event that City Council approves the proposed Ordinance, the City Council shall amend the Zoning Ordinance in the manner specified in Sec. 3.17. Upon designation, the historic or landmark district shall be classified as a "District H –Historic District", and the designating ordinance shall prescribe the significant exterior architectural features; the types of construction, alteration, demolition, and removal, other than those requiring a building or demolition permit that should be reviewed for appropriateness; the design guidelines for applying the criteria for review of appropriateness; permitted uses; special uses; height and area regulations; minimum dwelling size; floor area; sign regulations; and parking regulations.

Amendment to the Zoning Map

Upon decision to amend the Zoning Ordinance, the Official Zoning Map of the City of Columbia shall be amended to show the location of the "District H – Historic District." The applicant shall not be required to go through the rezoning process in Sec. 3.18.

3.11.11 AMENDMENT OR REMOVAL OF DESIGNATION

Designation may be amended or rescinded upon petition to the Historic Zoning Commission and compliance with the same procedure and according to the same criteria set forth herein for designation.

SEC. 3.13 DEMOLITION BY NEGLECT

3.13.1 APPLICABILITY

Owners of certain historic properties are required to maintain their properties and not allow them to fall into disrepair. The requirements of this subsection are applicable only to certain properties, termed "historic properties" in this subsection. That term as used in this subsection is defined to include designated historic landmarks and properties identified as "contributing" or "pivotal" in designated historic districts.

Conditions of Neglect Defined and Prohibited

Owners shall maintain or cause to be maintained the exterior and structural features of their historic properties and not allow conditions of neglect to occur on such properties. Conditions of neglect are as defined below. It shall be a violation of this zoning ordinance to not remedy a condition of neglect within the period of time set by a final administrative determination, as described in subsequent subsections of this ordinance. Conditions of neglect include the following:

Deterioration of exterior walls, foundations, or other vertical support that causes leaning, sagging, splitting, listing, or buckling.

Deterioration of flooring or floor supports, roofs, or other horizontal members that causes leaning, sagging, splitting, listing, or buckling.

Deterioration of external chimneys that causes leaning, sagging, splitting, listing, or buckling.

Deterioration or crumbling of exterior plasters or mortars.

Ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows or doors.

Defective protection or lack of weather protection for exterior wall and roof coverings, including lack of paint, or weathering due to lack of paint or other protective covering.

Rotting, holes, and other forms of decay.

Deterioration of exterior stairs, porches, handrails, window and door frames, cornices, entablatures, wall facings, and architectural details that causes delamination, instability, loss of shape and form, or crumbling.

Heaving, subsidence, or cracking of sidewalks, steps, or pathways.

Deterioration of fences, gates, and accessory structures.

Deterioration that has a detrimental effect on the surrounding historic district, or on the special character of the historic landmark.

Deterioration that contributes to a hazardous or unsafe condition.

3.13.2 PROCESS AND ADMINISTRATION

Administrator Investigation and Determination

Initiation by Petition

The initial determination that there is a condition of neglect shall be made by the Zoning Administrator, after an investigation that is initiated by a petition from any person who is familiar with the subject property, which may include but not be limited to a City employee.

Notice of Investigation

On receipt of a petition, the Zoning Administrator shall notify the owners in writing of the allegation and the process for making a decision regarding the petition, including any applicable deadlines. Among other things, the notice shall offer the owner the opportunity to meet in person with the Zoning Administrator and to present any relevant information. Notice shall be delivered by personal service, or by certified or registered mail, return receipt requested. If certified mail is refused or unclaimed, notice may be delivered by first class mail, and shall be considered effective if such mail is not returned by the post office within 15 days of mailing. In the case of notice by first class mail, notice shall also be posted on the property. Notice of the investigation may also be given to the owners of nearby or adjacent properties or neighborhood associations.

Responsibilities of Zoning Administrator

The Zoning Administrator shall:

a. Investigate the allegation that a condition of neglect exists;

b. Hold one or more meetings at a time to be set by the Zoning Administrator in which the owner, other persons who have received notice, or other interested persons may give information;

c. Issue a written determination, supported by findings of fact, regarding the allegation within 45 days of the owner's receipt of notice;

d. Include within the determination a time period for correcting the condition of neglect, if a condition of neglect has been found;

e. Retain all information presented by the owner or other persons;

f. Deliver the written determination through any of the means for delivery of notice, as described above;

g. Designate the written determination as a final administrative determination with the right of appeal to the Historic Zoning Commission; and

h. Include information regarding rights to a *de novo* hearing before the Historic Zoning Commission in accordance with the process described in Sec. 3.13.2C.

Suspension of Process

The above process may be suspended in the event the owner agrees in writing to correct the alleged condition of neglect within a time period determined to be reasonable by the Zoning Administrator. If the condition is not corrected within that time period, the process shall continue where it was suspended.

Appeal of Zoning Administrator Decision- Hearing before Historic Zoning Commission

If the property owner disagrees with the Zoning Administrator's determination, the owner may appeal and may request hearing before the Historic Zoning Commission.

The request shall be delivered to the Development Services Department, in writing, within 30 days of receipt of the Zoning Administrator's determination.

The Historic Zoning Commission shall hold a hearing on the issue of whether demolition by neglect is occurring on the property. Procedures that would be followed by the Board of Zoning Appeals shall be used.

The Zoning Administrator's determination shall be considered an administrative determination, which has been appealed to the Historic Zoning Commission. The Historic Zoning Commission's determination on the administrative determination shall be in accordance with the standards established in Sec. 2.2.3 of this Ordinance.

The Historic Zoning Commission's written decision shall include findings of fact and conclusions regarding demolition by neglect consistent with this subsection. It shall be delivered to the appealing party by certified mail, return receipt requested.

Unsatisfactory decisions by the Historic Zoning Commission may be appealed to the Courts in the same manner as an appeal of a Board of Zoning Appeals' decision. If the decision is not appealed it shall be considered a final decision subject to enforcement with no rights of appeal.

Safeguards from Undue Economic Hardship

Right of Claim of Economic Hardship

The property owner is entitled to make a claim of undue economic hardship if the owner is unable to make needed repairs to the property because it is economically unfeasible.

Issuance of Stay for Economic Hardship

In the event that the owner and/or other parties in interest do not wish to contest the determination regarding the condition of neglect, but do wish to petition for a claim of undue economic hardship, the Zoning Administrator's order shall be stayed until after the Historic Zoning Commission 's determination regarding the claim.

Process

If a claim of undue economic hardship is made, the Zoning Administrator shall receive all information from the property owners that the Historic Zoning Commission is entitled to receive pursuant to this ordinance, make a determination regarding whether there is undue economic hardship, and develop a plan for dealing with such hardship, if it is found to exist. The recommendation and plan shall be sent to the owner, certified mail, return receipt requested, with notice of the owner's rights to appeal to the Historic Zoning Commission within 30 days of receipt. If the owner disagrees with the recommendation and plan the owner may request a hearing before the Historic Zoning Commission. In the event of such a request, the hearing shall be a quasi-judicial hearing, in the nature of a Board of Zoning Appeals hearing and the decision shall be in writing, supported by findings and conclusions. The Zoning Administrator's determination as to economic hardship and the plan for dealing with that hardship shall be considered a final administrative determination, and any Historic Zoning Commission decision altering such recommendation or plan shall be passed consistent with the requirements of Sec. 2.2.3 of this Ordinance.

Evidence Regarding Undue Economic Hardship

When a claim of undue economic hardship is made owing to the effects of this Section, the owner and/or parties in interest shall, where reasonably possible, provide the evidence below, describing the circumstances of hardship, and any additional evidence requested by the Zoning Administrator or Historic Zoning Commission or evidence the owner considers relevant.

a. Nature of ownership (individual, business, or nonprofit) or legal possession, custody, and control.

b. Financial resources of the owner and/or parties in interest.

c. Cost of repairs.

d. Assessed value of the land and improvements.

e. Real estate taxes for the previous two years.

f. Amount paid for the property, date of purchase, and party from whom purchased, including a description of the relationship between the owner and the person from whom the property was purchased, or other means of acquisition of title, such as by gift or inheritance.

g. Annual debt service, if any, for previous two years.

h. Any listing of the property for sale or rent, price asked, and offers received, if any.

i. Annual gross income, if any, from the property for the previous two years.

j. Itemized operating and maintenance expenses for the previous two years, including proof that adequate and competent management procedures were followed.

k. Annual cash flow, if any, for the previous two years.

Other City Powers; City's Election of Remedies

Nothing contained within this Section shall diminish the City's power to declare a building unsafe or in violation of the minimum housing code or any other applicable statute or code. In addition, the procedures described herein are mandatory only for determinations being made solely under the authority of this section. Where other sections of the City Code apply, the City Council may, in its discretion, choose to process any action regarding the property under such other provisions alone, or under such provisions along with these provisions concurrently, or solely under these provisions. The City Council may also suspend the procedures of this section at any time if an action has been initiated under other applicable law.

Penalties and Remedies

Enforcement of this Section may be by any one or more of the following methods, and the institution of any action under any of these methods shall not relieve any party from any other civil or criminal proceeding prescribed for violations and prohibitions.

Equitable Remedy

The City may apply for any appropriate equitable remedy to enforce the provisions of this Section.

Order of Abatement

The City may apply for and the court may enter an order of abatement. An order of abatement may direct that improvements or repairs be made, or that any other action

order of abatement, the City shall have a lien on the property for the cost of executing the order of abatement.

Civil Penalty

Civil penalties may be assessed for failure to comply with a final administrative determination or an un-appealed Historic Zoning Commission decision under the provisions and guidelines for assessing such penalties for zoning code violations. Prior to imposing a civil penalty the Zoning Administrator shall deliver a written notice by personal service or by registered mail or by certified mail, return receipt requested, to the person responsible for the violation indicating the nature of the violation and ordering corrective action. Where the violation is the failure to remedy a condition of neglect within the time periods provided by the Zoning Administrator or the Historic Zoning Commission no additional time period for compliance need be given. The notice shall include information regarding the possible assessment of civil penalties and other possible enforcement actions. If this notice is appealed to the Board of Zoning Appeals, the Board shall not rehear any issue that was heard by the Historic Zoning Commission or could have been so heard had an appeal to the Historic Zoning Commission been made. Rather, the Board of Zoning Appeals shall limit the scope of its review to whether there has been compliance with the Zoning Administrator’s determination or the Historic Zoning Commission's determination, as applicable.

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. 4590, AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN FOR LOT 1B OF THE HONEY FARMS PUD, OFF NASHVILLE HIGHWAY AND LEAFCUTTER BEE ROAD AT TAX MAP 42 PARCEL 14.05.- WARD 5, GROWING CITY ECONOMY.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: The applicant is proposing the development of a 2,550 sq. ft. Taco Bell quick serve restaurant with drive-thru on this lot in the commercial section of Honey Farms, known as Honey Farm Crossing Lot 1B. The Planning Commission reviewed this request and recommended approval with a vote of six to zero. The required notice of Public Hearing was advertised April 15, 2026.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance 4590 PH Staff Report; Ordinance 4590; Exhibit A; DS Staff Report.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN FOR LOT 1B OF THE HONEY FARMS PUD, OFF NASHVILLE HIGHWAY AND LEAFCUTTER BEE ROAD AT TAX MAP 51 PARCEL 58.07.

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by approving the Preliminary Planned Unit Development Master Plan for Lot 1B of the Honey Farms PUD, off Nashville Highway and Leafcutter Bee Road, at Tax Map 51 Parcel 58.07.

Section 2: Said Planned Unit Development Master Plan is located in the Third Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia. The Preliminary PUD Master Plan for Lot 1B, which is attached hereto and incorporated herein by reference, is identified as Exhibit "A".

Section 3 This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of approval, on the 8th day of April, 2026, and after a public hearing held on the 14th day of May, 2026, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, twenty-one (21) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6 the City Council makes the following findings:

a. The proposed PUD Master Plan is in agreement with the Comprehensive Plan and any applicable local area plans;

b. It has been determined that the legal purposes for which zoning exists are not contravened;

c. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 11th day of June, 2026.

_____
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:_____

PRELIMINARY DESIGN PLANS FOR

TACO BELL

HONEY FARM CROSSING
COLUMBIA, TN 38401

PROJECT #: 12965

JOB SITE SAFETY

1. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY DURING CONSTRUCTION. JOB SITE SAFETY IS OUTSIDE THE SCOPE OF WORK OF AMERICAN ENGINEERS, INC. AND NEITHER THE PROFESSIONAL ACTIVITIES OR THE PRESENCE OF AEI OR SUBCONSULTANTS AT THE CONSTRUCTION SITE SHALL RELIEVE THE CONTRACTOR OR ANY OTHER ENTITY OF THEIR OBLIGATION , DUTIES, AND RESPONSIBILITIES INCLUDED, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCES, TECHNIQUES, TO PROCEDURES NECESSARY FOR PERFORMING SUPERINTENDING OR COORDINATING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH AND SAFETY PRECAUTIONS REQUIRED BY GOOD CONSTRUCTION PRACTICES OR ANY REGULATORY AGENCIES. ANYONE USING INFORMATION FROM THESE PLANS ACKNOWLEDGES AND WARRANTS THAT AEI IS NOT RESPONSIBLE FOR SITE SAFETY IN ANY WAY.

ACCESSIBILITY INFORMATION:

1. ALL RAMPS SIDEWALKS AND APRONS SHALL BE COMPLIANT WITH THE MOST CURRENT DEPARTMENT OF JUSTICE ADA REQUIREMENTS (ADA STANDARDS FOR ACCESSIBLE DESIGN, CODE OF FEDERAL REGULATIONS, CURRENT EDITION).
   THE ELEVATION OF ALL EXTERIOR WALKS AND SLABS SHALL BE ADA COMPLIANT AND A ½" BELOW FINISH FLOOR AT ALL DOORS. AN ADA LANDING SHALL BE PROVIDED AT ALL DOORS.
2. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL BE ADA COMPLIANT, NOT TO EXCEED 2% IN ANY DIRECTION.

811
Know what's below.
Call before you dig.

BEFORE YOU DIG

The contractor is instructed to call 1-800-351-1111 to reach TN 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the TN 811 one-call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KTN 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

UTILITY CONTACTS

ELECTRIC, WATER, & SEWER

COLUMBIA POWER & WATER SYSTEMS
201 PICKENS LANE,
COLUMBIA, TN 38401
931-388-4833

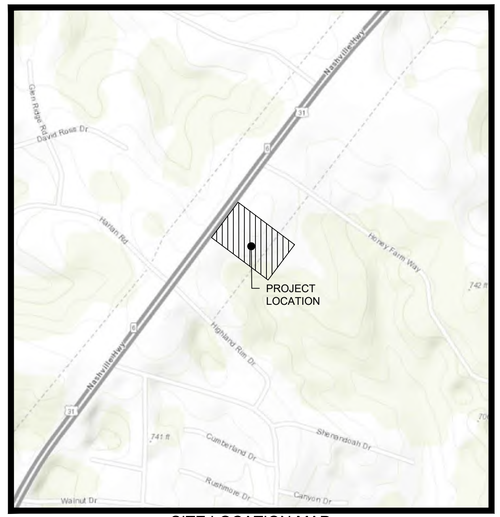
GAS

ATMOS ENERGY
810 NASHVILLE HWY,
COLUMBIA, TN 38401
931-388-9136

TELECOMMUNICATIONS

COMMUNICATION CONCEPTS
802 NASHVILLE HWY,
COLUMBIA, TN 38401
931-388-8682

SPECTRUM
405 S JAMES CAMPBELL BLVD,
COLUMBIA TN 48401
888-406-7063



SITE LOCATION MAP
NOT TO SCALE

CITY OF COLUMBIA
MAURY COUNTY, TN

INDEX OF SHEETS

SHEET	SHEET DESCRIPTION
C-0.0	COVER SHEET
C-0.1	EXISTING SURVEY PLAN
C-1.0	SITE PLAN
C-1.1	SITE DETAILS
C-1.2	SITE DETAILS
C-3.0	GRADING & DRAINAGE PLAN
C-3.1	DRAINAGE DETAILS
C-4.0	UTILITY PLAN
C-4.1	UTILITY DETAILS
C-5.0	LANDSCAPE PLAN

PROJECT DESIGN TEAM:

CIVIL ENGINEER:
PALMER ENGINEERING
1040 MONARCH STREET, SUITE 210
LEXINGTON, KY 40513
CONTACT: MR. CHRIS MISCHEL, PE
PHONE: (859) 389-9293
EMAIL: cmischel@palmernet.com

ARCHITECT
HOOVER AND ASSOCIATES
1407 W. 46TH ST.
AUSTIN, TX 78756
CONTACT: TREY OTTMERS
PHONE: (512) 467-2626
EMAIL: trey@e-designit.com

OWNER / BUILDER:

OWNER: MRCO, LLC
1728 GENERAL GEORGE PATTON DR. SUITE 200
BRENTWOOD, TN 37027
CONTACT: JOHN MILJANICH
PHONE: (615) 377-5724
EMAIL: jmiljanich@mrco.net

SURVEYOR:
PALMER ENGINEERING
400 SHOPPERS DR
WINCHESTER, KY 40391
CONTACT: JAMES MAYO
PHONE: (859) 389-9293
EMAIL: jmayo@palmernet.com

GENERAL NOTES:

1. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED FEDERAL, STATE AND LOCAL PERMITS AND APPROVALS NECESSARY TO PERFORM AND COMPLETE THE PROJECT AS SHOWN ON THESE PLANS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL PERMIT AUTHORITIES. ALL PERMITS AND BONDS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
2. NO SITE GRADING, STRIPPING, EXCAVATION, FILLING OR OTHER DISTURBANCE OF THE NATURAL GROUND COVER SHALL TAKE PLACE UNTIL PROPOSED EROSION PREVENTION AND SEDIMENT CONTROL MEASURES ARE IN PLACE AND MEET/EXCEED LOCAL AND STATE REQUIREMENTS.
3. THE CONTRACTOR SHALL BID AND PERFORM THE WORK IN ACCORDANCE WITH ALL LOCAL, STATE AND NATIONAL CODES AND THE REQUIREMENTS OF LOCAL UTILITY COMPANIES.
4. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND WILL NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL BARRICADES, WARNING SIGNS, FLASHING LIGHTS AND COMPLY WITH OSHA REGULATIONS AND SAFETY REQUIREMENTS. JOB SITE SAFETY IS OUTSIDE THE SCOPE OF WORK OF PALMER ENGINEERING. ANYONE USING INFORMATION FROM THESE PLANS ACKNOWLEDGE AND WARRANTS THAT AEI IS NOT RESPONSIBLE FOR SAFETY IN ANY WAY.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF ALL VEHICLE AND PEDESTRIAN TRAFFIC IN AND AROUND THE CONSTRUCTION AREA.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN PLANS AND SPECIFICATIONS PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATIONS AND ELEVATIONS OF CONSTRUCTION. ANY CONFLICTS DISCOVERED BETWEEN EXISTING AND PROPOSED UTILITIES PRIOR TO OR AFTER CONSTRUCTION HAS BEGUN, SHALL BE CORRECTED AT CONTRACTOR'S EXPENSE.
8. CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
9. ALL WORK SHALL BE PERFORMED PER TACO BELL STANDARDS.
10. ANY AREAS DAMAGED OUTSIDE THE LIMITS OF CONSTRUCTION SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
11. ALL QUANTITIES GIVEN ON THESE PRINTS, VERBALLY OR IN THE SCOPE OF WORK SECTION ARE ESTIMATES AND SHALL BE CONFIRMED BY THE BIDDING CONTRACTORS.
12. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS FOR EXCAVATIONS; FINAL RULE 29 CFR PART 1926, SUBPART "P" APPLIES TO ALL EXCAVATIONS EXCEEDING FIVE (5) FEET IN DEPTH. IN ADDITION, EXCAVATION EXCEEDING TWENTY (20) FEET IN DEPTH REQUIRE THE DESIGN OF A TRENCH SAFETY SYSTEM BY A REGISTERED PROFESSIONAL ENGINEER.
13. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER AND CONTRACTOR TO MAINTAIN QUALITY CONTROL THROUGHOUT THIS PROJECT.
14. TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO CONFORM TO APPLICABLE LOCAL STANDARDS.
15. BEARINGS, DIMENSIONS, AND EASEMENTS ARE SHOWN FOR REFERENCE ONLY. SEE RECORD SURVEYS AND PLATS FOR EXACT INFORMATION.
16. THE ENGINEER AND/OR OWNER DISCLAIM ANY ROLE IN THE CONSTRUCTION MEANS AND METHODS ASSOCIATED WITH THE PROJECT.
17. SEE ARCHITECTURAL PLANS FOR DETAILS OF BUILDING, BUILDING DIMENSIONS AND SIGNAGE SPECIFICATIONS. DO NOT STAKE BUILDING FROM THESE PLANS.
18. COORDINATE CONSTRUCTION ACTIVITIES WITH ADJOINING WORK IF APPLICABLE. VERIFY EXTENT OF ADJOINING WORK AND COORDINATE AS REQUIRED.
19. FIELD VERIFY EXISTING CURBS AND TAPER PROPOSED VERTICAL CURBS TO MATCH WITHIN A MIN. OF THREE (3) FEET.
20. ± DIMENSIONS INDICATE FIELD DIMENSION ADJUSTMENT AREA BASED ON ACTUAL FIELD LAYOUT COORDINATES.
21. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FIELD DIMENSIONS. IF ANY DISCREPANCIES ARE FOUND IN THESE PLANS FROM ACTUAL FIELD CONDITIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
22. PROVIDE SMOOTH TRANSITION FROM NEWLY PAVED AREAS TO EXISTING AREAS AS NECESSARY. ALL AREAS WHERE PROPOSED PAVEMENT MEETS EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE FREE OF ALL LOOSE DEBRIS. THE EDGE OF EXISTING ASPHALT PAVEMENT SHALL BE PROPERLY SEALED WITH A TACK COAT MATERIAL IN ALL AREAS WHERE NEW ASPHALT PAVEMENT IS INDICATED TO JOIN EXISTING.
23. RESURFACE OR RECONSTRUCT AT LEAST TO ORIGINAL CONDITIONS ALL AREAS WHERE THE EXISTING PAVEMENT OR LAWNS ARE DAMAGED DURING CONSTRUCTION FROM TRAFFIC BY CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS AFTER CONSTRUCTION WORK IS COMPLETE.
24. CONTRACTOR SHALL PROTECT ALL PROPERTY LINES, CORNERS AND SURVEY PINS; ANY DAMAGES SHALL BE PAID BY THE CONTRACTOR AT THEIR EXPENSE.
25. REFER TO ARCHITECTURAL PLANS FOR BUILDING ACCESSORY DETAILS.
26. THE LOCATION OF EXISTING UTILITIES SHOWN HEREIN IS AN APPROXIMATION OF THEIR ACTUAL LOCATION AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO ASSUME ALL LIABILITY FOR ANY AND ALL DAMAGES WHICH MAY OCCUR DUE TO THE CONTRACTOR'S FAILURE TO PHYSICALLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.
27. ALL PAVEMENT MARKINGS ON TDOT ROW SHALL BE THERMOPLASTIC.

GENERAL CONSTRUCTION NOTES:

1. ALL DIMENSIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY CONSTRUCTION MANAGER AND DESIGNER OF RECORD IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN TO THE AFOREMENTIONED PEOPLE, AND CHANGES APPROVED.
2. THIS PLAN HAS BEEN REVIEWED BY THE AUTHORITY HAVING JURISDICTION AND/OR ITS AUTHORIZED REPRESENTATIVE. BUT SUCH CHECKING AND/OR APPROVAL DOES NOT RELIEVE THE CONTRACTOR FROM THEIR RESPONSIBILITY TO CORRECT ERRORS, OMISSIONS OR MAKE CHANGES REQUIRED BY CONDITIONS DISCOVERED IN THE FIELD DURING THE COURSE OF CONSTRUCTION. TACO BELL CONSTRUCTION MANAGER & THE AUTHORITY HAVING JURISDICTION SHALL BE INFORMED IN WRITING OF ANY CHANGES MADE DURING CONSTRUCTION PRIOR TO EXECUTION OF SAID CHANGE.
3. ALL REVISIONS TO THIS PLAN MUST BE REVIEWED BY THE AUTHORITY HAVING JURISDICTION(S) PRIOR TO CONSTRUCTION AND SHALL BE ACCURATELY SHOWN ON REVISED PLANS STAMPED AND SIGNED BY THE APPROPRIATE PROFESSIONAL(S) PRIOR TO THE INSTALLATION OF THE IMPROVEMENTS.
4. THE CONTRACTOR SHALL NOT PERFORM ANY EXCAVATION OPERATIONS UNTIL ALL APPLICABLE UTILITY COMPANIES, COUNTY AND CITY AGENCIES HAVE BEEN NOTIFIED AND GIVEN THE OPPORTUNITY TO MARK THEIR FACILITIES IN THE FIELD. THE CONTRACTOR SHALL COORDINATE ALL FACILITIES MARKINGS.
5. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE APPROPRIATE AGENCIES, UTILITIES OR COMPANIES TO PROVIDE TEMPORARY ELECTRIC POWER, WATER SUPPLY AND SANITARY FACILITIES DURING DURATION OF CONSTRUCTION ACTIVITIES. ASSOCIATED COSTS SHALL BE INCIDENTAL TO PROJECT.
6. ALL WORK SHALL BE PER OSHA AND APPLICABLE FEDERAL, STATE AND LOCAL CODE REQUIREMENTS.
7. THE CONTRACTOR SHALL SECURE ALL REQUIRED ENCROACHMENT AND/OR OTHER PERMITS FROM ALL GOVERNING AGENCIES BEFORE THE COMMENCEMENT OF WORK. CONTRACTOR SHALL MINIMIZE INTERFERENCE WITH ADJOINING ROADS, STREETS, WALKS OR OTHER ADJACENT OCCUPIED OR USED FACILITIES. STREETS, WALKS OR OTHER ADJACENT OCCUPIED OR USED FACILITIES SHALL NOT BE CLOSED OR OBSTRUCTED WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION; ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS SHALL BE PROVIDED IF REQUIRED BY AUTHORITIES HAVING JURISDICTION.
8. CONTRACTOR AGREES THAT THEY SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS. DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORK HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, AND ENGINEER FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT; EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE FROM THE OWNER, ARCHITECT, OR ENGINEER. THE ENGINEER ASSUMES NO RESPONSIBILITY EXCEPT FOR THE ADEQUACY OF THEIR DESIGN CONTAINED HEREIN.
9. ALL GRADING TO BE IN ACCORDANCE WITH LOCAL ADOPTED CODES AND ASTM D1557. GRADING SHALL MATCH ALL SURROUNDING EXISTING GRADES.
10. THE SITE SHALL BE EITHER UNIFORMLY GRADED BETWEEN POINTS WHERE ELEVATIONS ARE GIVEN, BETWEEN SUCH POINTS AND EXISTING FINISHED GRADES, OR CONFORM POINTS (SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES). IT SHALL COMPLY WITH THE GEOTECHNICAL'S REPORT COMPACTION REQUIREMENTS AND BE SLOPED TO DIRECT WATER AWAY FROM THE BUILDING AND TO PREVENT PONDING ANYWHERE ON SITE.
11. PRIOR TO PLACING AGGREGATE BASE OR PAVEMENT, THE SUBGRADE SHALL BE TREATED WITH A SOILS STERILIZATION TYPE WEED KILLER (EPA-REGISTERED) AND TERMITE CONTROL; WHERE REQUIRED.
12. CONTRACTOR IS RESPONSIBLE FOR RESETTING EXISTING MONITORING WELLS, MANHOLES, CLEAN-OUTS AND ANY OTHER STRUCTURE TO FINISH GRADE AS NECESSARY.
13. EXISTING ASPHALT PAVING AND/OR CONCRETE SHALL BE CUT TO A NEAT, STRAIGHT LINE (WHEN APPLICABLE). ALL EXPOSED VERTICAL SURFACES SHALL BE TACKED COATED BELOW FINISH GRADE LINE WITH ASPHALT EMULSION PRIOR TO PAVING.
14. ALL NEW CONCRETE PAVING SHALL BE SEALED. JOINT SEALANT SHALL BE APPLIED TO ALL EXPANSIONS AND ISOLATION JOINTS; AND CONTROL JOINTS IN DRIVEWAY SLABS.
15. 'SAW-CUTTING' TO CREATE CONTROL JOINTS SHALL BE DONE WITHIN 1 TO 4 HOURS (PENDING TEMPERATURE) AFTER THE HARDENING SUFFICIENTLY, TO PREVENT RAVELING OR DISLODGING OF AGGREGATES, OF THE CONCRETE.
16. UNLESS OTHERWISE NOTED, ALL CURBS SHALL HAVE A 6" CURB FACE.
17. ASPHALT PRIME COAT SHALL BE APPLIED TO THE COMPACTED AGGREGATE BASE PRIOR TO PLACING ASPHALTIC CONCRETE. THE RATE OF APPLICATION SHALL BETWEEN 0.2 AND 0.5 GALLONS PER SQUARE YARD.
18. ASPHALT TACK COAT SHALL BE APPLIED BELOW FINISHED GRADE TO ALL VERTICAL SURFACES IN CONTACT WITH THE ASPHALT PAVEMENT AND TO THE SURFACE OF THE BASE COURSE WITH FINISH COURSE PLACED ON DIFFERENT DAYS. TACK COAT SHALL BE APPLIED AT A RATE BETWEEN 0.05 AND 0.15 GALLONS PER SQUARE YARD.
19. SEAL COAT SHALL BE APPLIED TO ALL NEW ASPHALTIC PAVEMENT PER MANUFACTURER SPECIFICATIONS AND MCDONALDS PROJECT MANUAL.
20. ANY WORK THAT IMPACTS ACCESSIBILITY SHALL BE RESTORED TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL ADOPTED CODES; MOST STRIGENT SHALL APPLY.
21. THE CONTRACTOR SHALL PROVIDE AN "AS-BUILT" PLAN WITH ALL MODIFICATIONS/CHANGES NOTED/SHOWN ON THE FINAL DRAWING SET.

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1040 MONARCH STREET
SUITE 210
LEXINGTON, KY 40513
(859) 389-9293

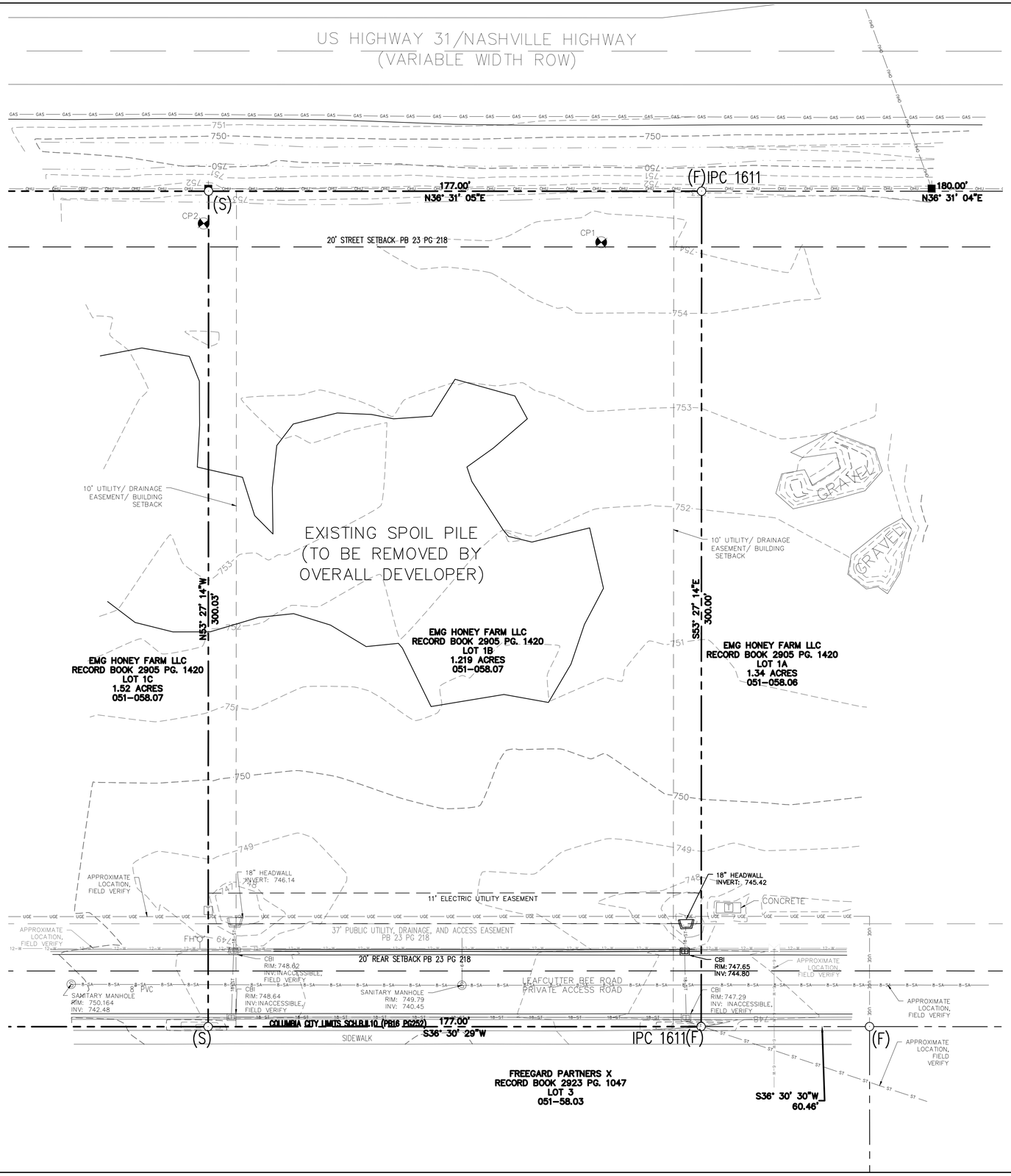
CONTRACT DATE:	03/30/2026
BUILDING TYPE:	END. MED40
PLAN VERSION:	TBD
SITE NUMBER:	TBD
STORE NUMBER:	TBD

TACO BELL
HONEY FARM CROSSING
COLUMBIA, TN

COVER SHEET

C-0.0

PERMIT PLOT DATE: 03/30/2026



LEGEND

- PP – POWER POLE
- – WATER VALVE
- – SANITARY SEWER MANHOLE
- – CURB BOX INLET
- – HEADWALL
- – IRON PIN
- (F) – FOUND PROPERTY CORNER IRON PIN
- (S) – SET PROPERTY CORNER IRON PIN
- T – TRANSFORMER
- – PROPERTY BOUNDARY
- – ADJACENT BOUNDARY
- – EXISTING EASEMENT
- 935 – EXISTING MAJOR CONTOUR
- – EXISTING MINOR CONTOUR
- OHU – OVERHEAD UTILITY LINE
- ST – STORM SEWER LINE
- 18"-ST – 18" HDPE STORM SEWER LINE
- 8"-SA – SANITARY SEWER LINE
- GAS – GAS LINE
- 12"-W – 12" WATER LINE
- 6"-W – 6" WATER LINE
- – BUILDING SETBACK
- UGE – UNDERGROUND ELECTRIC LINE
- – UTILITY/ DRAINAGE EASEMENT SETBACK
- – ELECTRIC UTILITY EASEMENT

CONTROL POINT SCHEDULE (CP)

CP #	SURVEY COORDINATES 'X', 'Y' & 'Z'			BM LOCATION
CP1	X: 1674591.61	Y: 496057.78	Z: 754.47	IRON PIN
CP2	X: 1674501.18	Y: 495947.06	Z: 753.34	IRON PIN

SURVEY NOTES:

1. UNDERGROUND UTILITIES SHOWN APPROXIMATELY ONLY. NO EXCAVATION PERFORMED FOR THIS SURVEY. CONTACT ALL UTILITY OWNERS PRIOR TO ANY EXCAVATION.
2. THIS SITE IS NOT WITHIN THE 100 YEAR FLOOD PLAIN PER THE NATIONAL FLOOD INSURANCE RATE MAP FOR MAURY COUNTY, MAP NUMBER 47119C0180E, REVISED 04/16/2007.

811 Know what's below. Call before you dig.

1"=20'-0" 20 10 0 20'

NORTH INDICATED IS IN RELATION TO TENNESSEE STATE PLANE ZONE.

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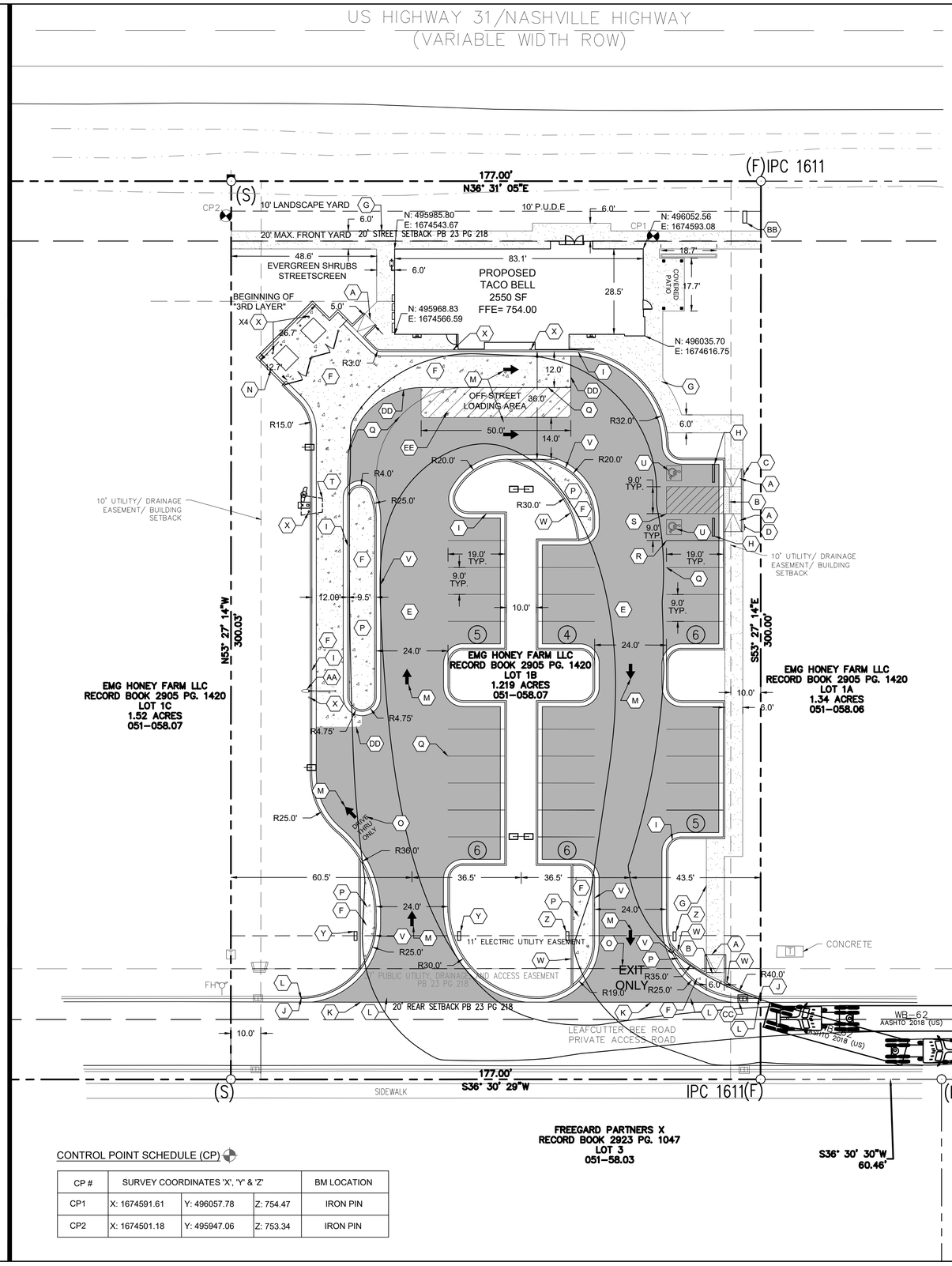
TACO BELL

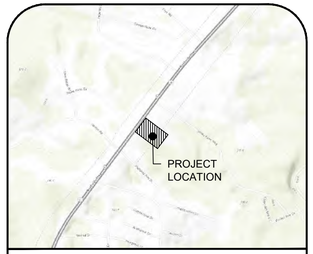
HONEY FARM CROSSING
COLUMBIA, TN

BOUNDARY AND TOPOGRAPHY SURVEY PLAN

C-0.1

PERMIT PLOT DATE: 03/30/2026





Columbia, Maury County, Tennessee

VICINITY MAP (N.T.S)

SITE DATA INFORMATION

LOT SIZE	53,103 SQ FT / 1.22 ACRES
PROPOSED USE	QUICK SERVICE RESTAURANT
ZONING	MU PUD
PROPOSED BUILDING HEIGHT	24'-0"
REQUIRED PARKING (1 PER 100 USABLE SPACE) MAX. 50% OVER MIN.	MIN.2,550 SF / 100 = 26 SPACES MAX. 26 X 50% = 39
PROPOSED PARKING	32 SPACES
QUEUING REQUIREMENTS	MIN. 8 SPACES
PROPOSED QUEUING	16 SPACES
PROPOSED IMPERVIOUS AREA	29,960 SQ FT
REQUIRED LOT WIDTH	18 FT MIN AND 180 FT MAX
LOT WIDTH	177 FT
REQUIRED FRONTAGE BUILDOUT	60% AND ADMINISTRATIVE 20% BUILDOUT ADJUSTMENT = 84.96' (177' X 60% = 106.2'; 106.2' X -20% = 84.96' WIDTH REQUIRED)
PROPOSED FRONTAGE BUILDOUT	130.4' FRONTAGE BUILDOUT (83.1' TOTAL BUILDING WIDTH AND 48.6' EVERGREEN SHRUB STREETSCREEN) 20% ALLOWABLE STREETSCREEN WIDTH = 26.3' (83.1' TOTAL BUILDING WIDTH AND ALLOWED 26.3' STREETSCREEN WIDTH = 109.4')

LEGEND

- PROPERTY LINE
- BUILDING SETBACK LINE
- PUBLIC UTILITY EASEMENT LINE
- (1) NUMBER OF PARKING SPACES
- HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT/SIDEWALK
- HEAVY DUTY CONCRETE PAVEMENT
- LANDSCAPE SETBACK
- PROPOSED LIGHT POLES (SEE SITE LIGHTING & PHOTOMETRICS PLAN

SITE PLAN NOTES:

1. ALL CONSTRUCTION MUST CONFORM TO CITY OF COLUMBIA AND STATE OF TENNESSEE STANDARDS.
2. ALL DIMENSIONS, UNLESS NOTED OTHERWISE ARE TO THE FACE OF THE CURB, BUILDING, OR WALL. WHERE CURB IS NOT PRESENT, DIMENSIONS ARE TO EDGE OF PAVEMENT. ALL RADII ARE 5 FEET UNLESS OTHERWISE DIMENSIONED ON THIS SHEET.
3. NO GRADING, STRIPPING, EXCAVATION, FILLING OR OTHER DISTURBANCE OF THE NATURAL GROUND COVER SHALL TAKE PLACE UNTIL PERIMETER EROSION CONTROL MEASURES ARE INSTALLED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY CITY OR STATE PERMITS.
4. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE PROJECT DOCUMENTS.
5. ALL SURVEY INFORMATION IS RELATIVE TO TENNESSEE STATE PLANE COORDINATE SYSTEM.
6. SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND BOLLARD LOCATIONS.
7. SEE ELECTRICAL PLANS FOR SITE LIGHTING LOCATIONS.
8. ALL SIDEWALKS ADJACENT TO THE ADA PARKING SPACES ACCESSIBLE TO THE NEAREST DOOR SHALL BE IN COMPLIANCE WITH ADA REGULATIONS. NO SIDEWALKS SHALL HAVE GREATER THAN 5% RUNNING SLOPE OR HAVE MORE THAN A 2% CROSS SLOPE.
9. ADA PARKING STALLS AND ACCESS AISLE SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION.
10. COORDINATES AND DIMENSIONS SHOWN ARE TO EDGE OF PAVEMENT, EDGE OF BUILDING, OR FACE OF CURB.
11. ADA PARKING STALLS AND ACCESS AISLE SHALL BE MINIMUM 9'X18' IN DIMENSION (EACH).

SITE PLAN KEY:

KEY	DESCRIPTION	DETAIL
A	ADA ACCESSIBLE RAMP WITH 6' CURB TAPER (6' LONG, MAX SLOPE 12:1)	B/C-1.1
B	DETECTABLE WARNING	K/C-1.1
C	VAN ACCESSIBLE ADA PARKING SIGN	I/C-1.1
D	ADA ACCESSIBLE PARKING SIGN	I/C-1.1
E	HEAVY DUTY ASPHALT PAVEMENT	C/C-1.1
F	HEAVY DUTY CONCRETE PAVEMENT	D/C-1.1
G	CONCRETE SIDEWALK W/CURB WHERE APPLICABLE	A/C-1.1
H	RUBBER WHEEL STOP	M/C-1.2
I	24" CURB AND GUTTER	F/C-1.1
J	TIE TO EXISTING CURB AND GUTTER	
K	EDGE KEY	N/C-1.2
L	REMOVE EXISTING CURB AND GUTTER	
M	TRAFFIC ARROW (8 TOTAL)	L/C-1.1
N	DUMPSTER PAD AREA ENCLOSURE (SEE ARCHITECTURAL DRAWINGS)	
O	PAINTED WHITE LETTERING	
P	MOUNTABLE MEDIAN	P/C-1.2
Q	4" SOLID WHITE PAINT STRIPE	
R	4" SOLID BLUE PAINT STRIPE	
S	45° BLUE CROSS HATCH STRIPING	
T	MENU BOARD, CANOPY, SPEAKER BOX (SEE ARCHITECTURAL DRAWINGS)	
U	ADA ACCESSIBLE SYMBOL	J/C-1.1
V	ROLLED CURB AND GUTTER	R/C-1.2
W	6" HEADER CURB	E/C-1.1
X	BOLLARD	H/C-1.1
Y	"ONE WAY ONLY" DIRECTIONAL SIGNAGE	O/C-1.2
Z	"ONE WAY ONLY DO NOT ENTER" DIRECTIONAL SIGNAGE	Q/C-1.2
AA	OVERHEAD CLEARANCE BAR (SEE ARCHITECTURAL DRAWINGS)	
BB	MONUMENT SIGN(SEE ARCHITECTURAL PLANS FOR DETAILS	
CC	REMOVE AND REPLACE EXISTING CBI (SEE C-3.0 FOR REPLACEMENT)	
DD	CONCRETE/ASPHALT JOINT	G/C-1.1
EE	45° WHITE CROSS HATCH STRIPING	

CONTROL POINT SCHEDULE (CP)

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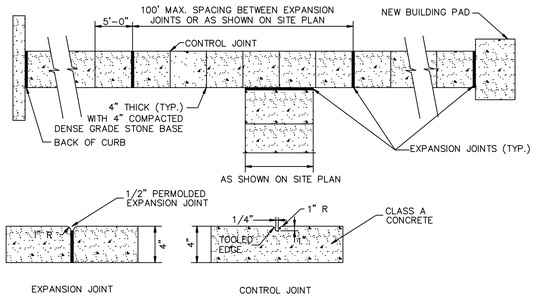
TACO BELL
HONEY FARM CROSSING
COLUMBIA, TN

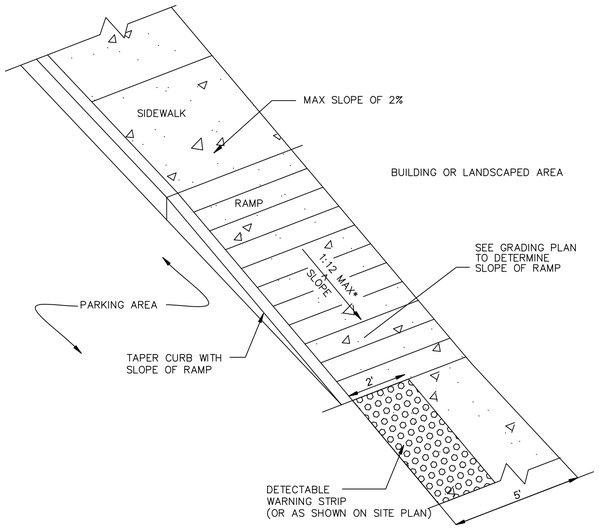
SITE PLAN

C-1.0

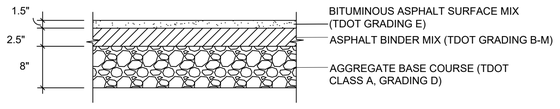
PERMIT PLOT DATE: 03/30/2026



CONCRETE SIDEWALK
NOT TO SCALE
A

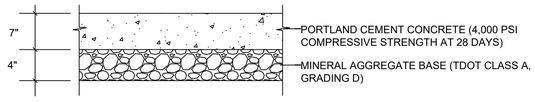


ADA ACCESSIBLE CURB RAMP DETAIL
NOT TO SCALE
B



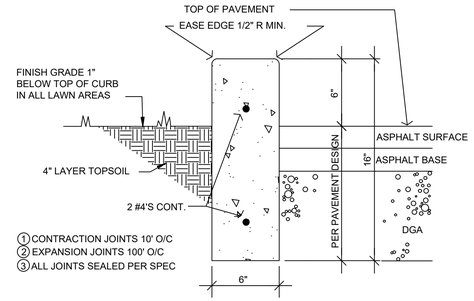
HEAVY DUTY ASPHALT PAVEMENT DETAIL
NOT TO SCALE
C

NOTE: HEAVY DUTY ASPHALT PAVEMENT PER GEOTECHNICAL ENGINEER'S RECOMMENDATION IN COLUMBIA TACO BELL GEOTECHNICAL ENGINEERING REPORT BY TERRACON, DATED SEPTEMBER 10TH 2025.

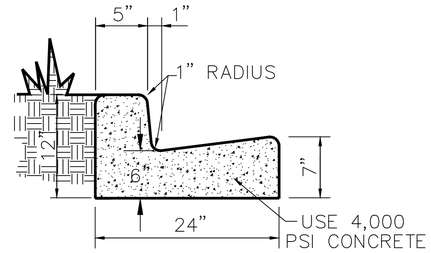


HEAVY DUTY CONCRETE PAVING DETAIL
NOT TO SCALE
D

NOTE: HEAVY DUTY ASPHALT PAVEMENT PER GEOTECHNICAL ENGINEER'S RECOMMENDATION IN COLUMBIA TACO BELL GEOTECHNICAL ENGINEERING REPORT BY TERRACON, DATED SEPTEMBER 10TH 2025.

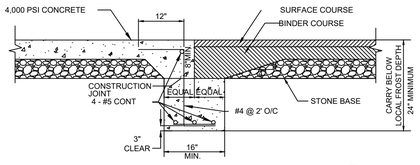


6" HEADER CURB DETAIL
NOT TO SCALE
E

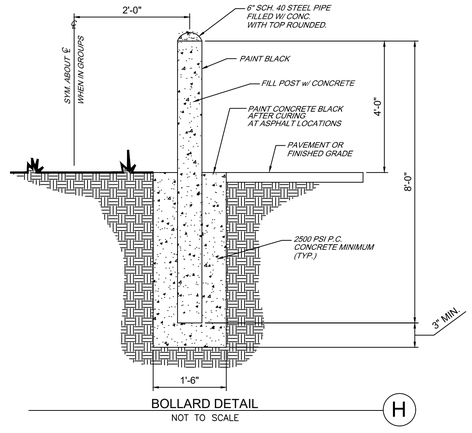


1. CONTRACTION JOINTS 10' O/C
2. EXPANSION JOINTS 100' O/C
3. ALL JOINTS SEALED PER SPEC
4. BASE AND SUBGRADE REQUIREMENTS SHALL MATCH ADJACENT PAVEMENT DETAIL
5. INSTALL PER CITY/STATE STANDARD DRAWINGS

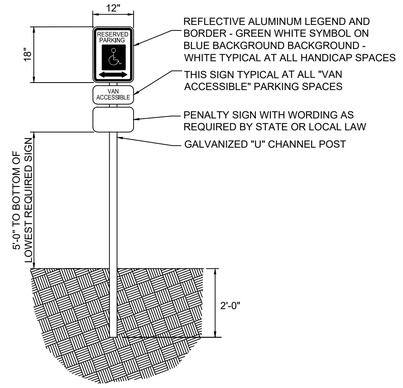
24" STANDARD CURB AND GUTTER
NOT TO SCALE
F



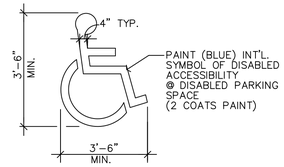
CONCRETE/ASPHALT JOINT DETAIL
NOT TO SCALE
G



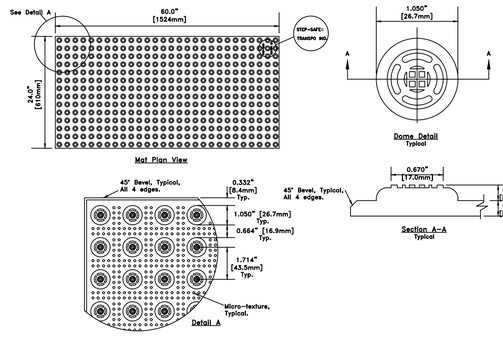
BOLLARD DETAIL
NOT TO SCALE
H



ADA ACCESSIBLE PARKING SIGN
NOT TO SCALE
I

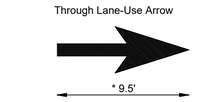


ADA ACCESSIBLE SYMBOL DETAIL
NOT TO SCALE
J



*ALL DETECTABLE WARNING SHALL BE YELLOW

DETECTABLE WARNING
NOT TO SCALE
K



* Minimum Sizes For Normal Installation.
For Proper Proportion, See Standard Alphabets For Highway Signs and Pavement Markings

TRAFFIC ARROWS
NOT TO SCALE
L

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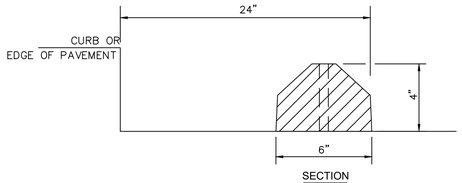
TACO BELL

HONEY FARM CROSSING
COLUMBIA, TN

SITE DETAILS

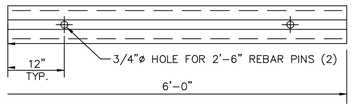
C-1.1

PERMIT PLOT DATE: 03/30/2026

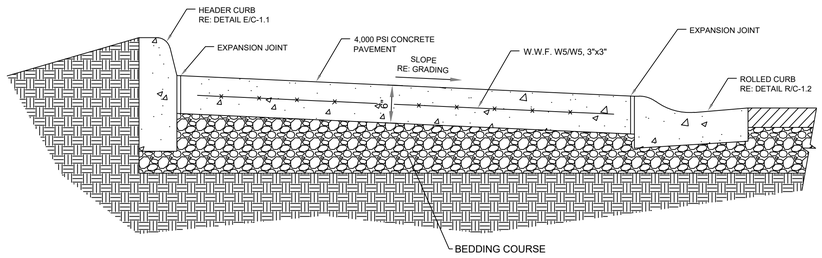


SECTION

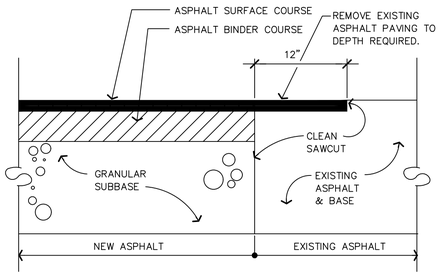
RECYCLED RUBBER WHEEL STOPS WITH WHITE STRIPES (72"L x 6"W x 4"H); ACCESSIBLE PARKING WITH BLUE STRIPES



RECYCLED RUBBER WHEEL STOP (M)
NOT TO SCALE

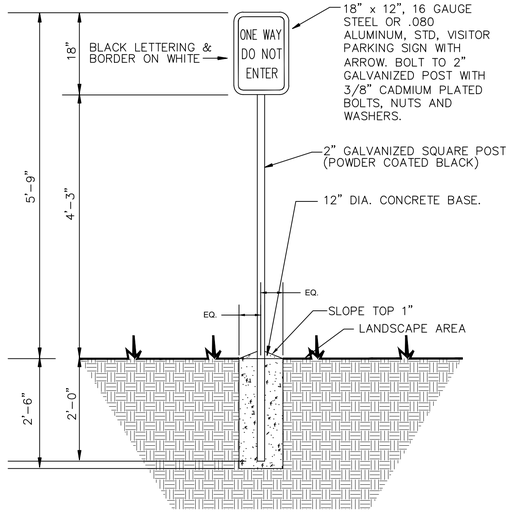


MOUNTABLE CONCRETE MEDIAN DETAIL (P)
NOT TO SCALE

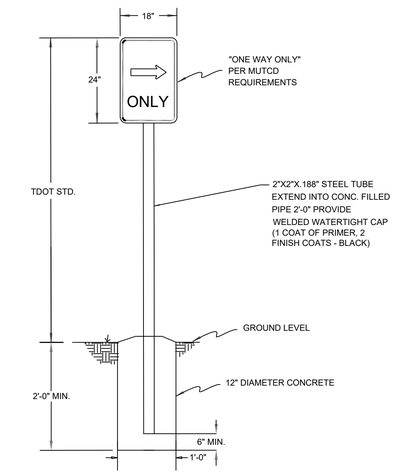


NOTE: TYPICAL AT NEW TO EXISTING PAVEMENT TIE-IN POINTS.

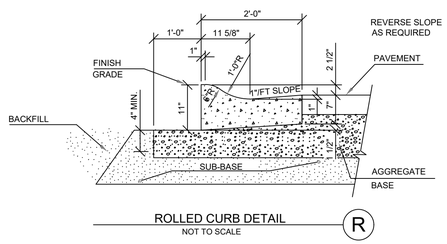
EDGE KEY DETAIL (N)
NOT TO SCALE



DO NOT ENTER SIGN (Q)
NOT TO SCALE



ONE WAY ONLY SIGN DETAIL (O)
NOT TO SCALE



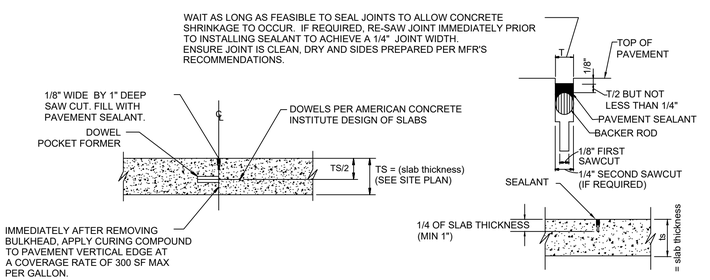
ROLLED CURB DETAIL (R)
NOT TO SCALE

Table 5.1—Dowel size and spacing for round, square, and rectangular dowels*

Slab depth, in. (mm)	Dowel dimensions,† in. (mm)			Dowel spacing center-to center, in. (mm)		
	Round	Square	Rectangular‡	Round	Square	Rectangular
5 to 6 (130 to 150)	3/4 x 14 (19 x 360)	3/4 x 14 (19 x 360)	3/8 x 2 x 12 (9 x 51 x 300)	12 (300)	14 (360)	19 (480)
7 to 8 (180 to 200)	1 x 16 (25 x 410)	1 x16 (25 x 410)	1/2 x 2-1/2 x 12 (13 x 64 x 300)	12 (300)	14 (360)	18 (460)
9 to 11 (230 to 280)	1-1/4 x 18 (32 x 460)	1-1/4 x 18 (30 x 450)	3/4 x 2-1/2 x 12 (19 x 64 x 300)	12 (300)	12 (300)	18 (460)

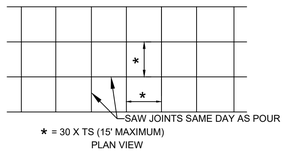
*ACI Committee 325 (1956); Walker and Holland (1998).
†Total dowel length includes allowance made for joint opening and minor errors in positioning dowels.
‡Rectangular plates are typically used in sawcut contraction joints.
Notes: Table values based on a maximum joint opening of 0.20 in. (5 mm). Dowels must be carefully aligned and supported during concrete operations. Misaligned dowels may lead to cracking.

NOTE: CLIP ABOVE FROM ACI 360R-06 DESIGN OF SLABS-ON-GROUND



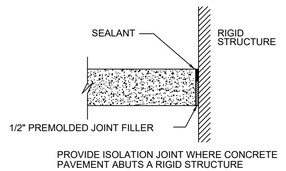
CONSTRUCTION JOINT

SAW JOINT



* = 30 X TS (15' MAXIMUM)
PLAN VIEW

CONCRETE PAVEMENT



PROVIDE ISOLATION JOINT WHERE CONCRETE PAVEMENT ABUTS A RIGID STRUCTURE

ISOLATION JOINT

CONCRETE PAVEMENT JOINT DETAIL (S)
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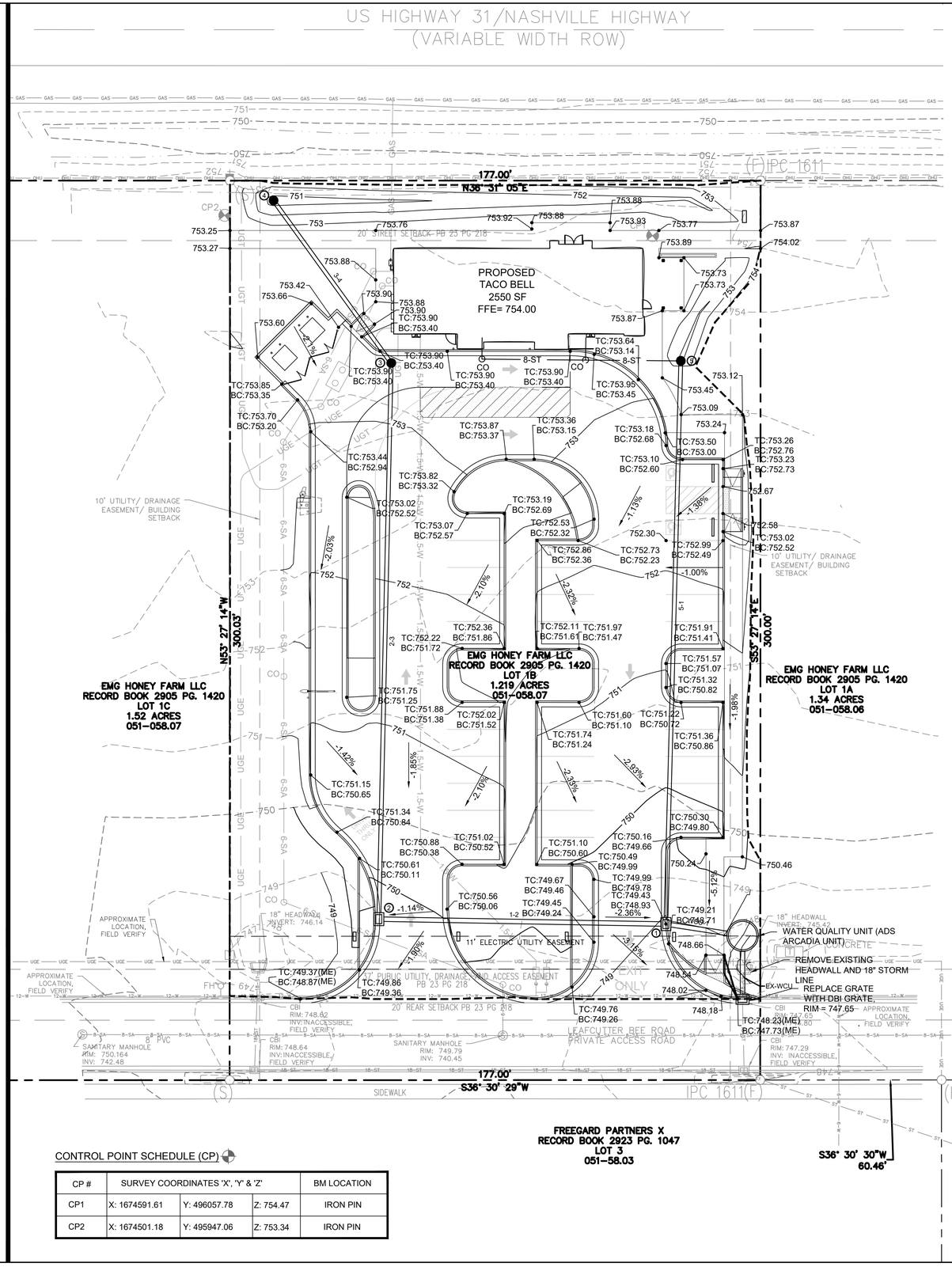
COLUMBIA, TN

SITE DETAILS

C-1.2

PERMIT PLOT DATE: 03/30/2026



LEGEND

- PROPERTY LINE
- EASEMENT
- 615 EXISTING MAJOR CONTOUR
- 615 EXISTING MINOR CONTOUR
- 8-ST PROPOSED STORM PIPE
- 750 PROPOSED MAJOR CONTOUR
- 751 PROPOSED MINOR CONTOUR
- LIMITS OF DISTURBANCE
- 18-ST EXISTING STORM LINE
- -1.00% SURFACE SLOPE
- 752.00 SURFACE SPOT ELEVATION
- 752.00 (ME) MATCH EXISTING ELEVATION
- TC: 754.00 / BC: 753.50 TOP / BOTTOM OF CURB
- CO CLEAN OUT
- PROPOSED INLETS

GRADING & DRAINAGE NOTES:

1. ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED, INCLUDING TREES, FENCING, ETC. WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFF SITE BY THE EXCAVATING CONTRACTOR.
2. BURNING WILL BE SUBJECT TO LOCAL REGULATIONS.
3. EXCAVATING CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES HAVING UNDERGROUND UTILITIES ON SITE PRIOR TO EXCAVATION.
4. SITE GRADING SHALL NOT COMMENCE UNTIL APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED AND APPROVAL HAS BEEN OBTAINED FROM ALL REGULATORY AGENCIES HAVING JURISDICTION.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CIVIL AND GEOTECHNICAL ENGINEERS IF ON-SITE DISCREPANCIES ARE OBSERVED THAT WOULD AFFECT THE EARTHWORK QUANTITIES.
6. CONSULT WITH THE GEOTECHNICAL ENGINEER FOR PROPER STABILIZATION OF THE SITE. ANY STABILIZATION PROCEDURE SHOULD BE PERFORMED UNDER DIRECT SUPERVISION OF A QUALIFIED GEOTECHNICAL ENGINEER.
7. THE GEOTECHNICAL ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL EARTHWORK OPERATIONS INCLUDING, BUT NOT LIMITED TO, CLEARING AND GRUBBING, SUB-GRADE PREPARATION, STRUCTURAL PREPARATION, STRUCTURAL AND TRENCH EXCAVATION AND BACKFILL, AND PLACEMENT AND COMPACTION OF FILL.
8. SUFFICIENT TEST OF FILL SOILS SHALL BE MADE TO VERIFY THAT SOIL PROPERTIES COMPLY WITH THE DESIGN REQUIREMENTS, AS DETERMINED BY THE GEOTECHNICAL ENGINEER ON SITE.
9. THE OWNER MAY REQUEST ADDITIONAL GEOTECHNICAL TESTING, AT THE OWNER'S EXPENSE, AS APPEARS NECESSARY.
10. POSITIVE DRAINAGE TO THE NEAREST DRAINAGE FEATURE MUST BE MAINTAINED AT ALL TIMES. NO PONDING WILL BE PERMITTED.
11. MAINTAIN SITE GRADING SUCH THAT ALL SURFACE WATER WITHIN EARTH DISTURBING LIMITS AND DEWATERING, IF REQUIRED, IS DIVERTED THROUGH EROSION AND SEDIMENT CONTROL MEASURES.
12. THE DIRECTION OF THE TEXT FOR CONTOUR LABELS INDICATES THE DIRECTION OF THE SLOPE.
13. FINAL DOWNSPOUT LOCATIONS PER ARCHITECTURAL PLANS.
14. NO SIDEWALK SHALL EXCEED 2% CROSS SLOPE OR 5% LONGITUDINAL SLOPE.
15. HANDICAP SPACES AND ASSOCIATED ACCESS AISLES SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION.
16. ALL PROPOSED PIPES SHALL BE EITHER RCP OR HDPE. CONTRACTOR TO COORDINATE WITH OWNER ON DECISION IN THE FIELD.
17. PIPE LENGTHS SHOWN ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE AND ROUNDED UP TO THE NEAREST WHOLE NUMBER.
18. ALL STORM PIPE SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
19. DOWNSPOUTS/ROOF DRAINS SHALL BE TIED TO THE PROPOSED STORM SEWER SYSTEM OR NEAREST DRAINAGE FEATURE. CONTRACTOR TO INSTALL HEADER PIPES, AS NECESSARY, WITH SUFFICIENT PIPE SIZES (PER PLUMBING CODES) AND AT SUFFICIENT SLOPES (NOT LESS THAN 1%) TO CARRY ROOF DRAINAGE. INSTALL CLEANOUTS WHERE NECESSARY TO MAINTAIN ALL DOWNSPOUTS AND HEADER PIPES.
20. ALL IMPORT / EXCESS MATERIAL, UNLESS OTHERWISE COORDINATED WITH THE OWNER, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
21. WATER DETENTION IS ACCOUNTED FOR IN THE REGIONAL BASIN BEHIND THE STORAGE UNITS.
22. PER THE GEOTECHNICAL EXPLORATION REPORT AND DUE TO UNDOCUMENTED FILL BEING PLACED ON THE SITE, THE CONTRACTOR SHALL UNDERCUT A MINIMUM 3 FEET BELOW FOUNDATION BEARING LEVEL TO CONSTRUCT A MINIMUM 3 FOOT THICK "BUFFER" LAYER OF NEW ENGINEERED FULL BENEATH THE FOUNDATION BEARING LEVEL. UNDERCUT SHOULD EXTEND 1.5' BEYOND THE EXTERIOR EDGES OF THE FOUNDATIONS. LIFTS OF 2' AND 1' ARE RECOMMENDED FOR THIS INSTALLATION. SEE GEOTECHNICAL EXPLORATION REPORT FOR MORE DETAILS.

CONTROL POINT SCHEDULE (CP)

CP #	SURVEY COORDINATES 'X', 'Y' & 'Z'			BM LOCATION
CP1	X: 1674591.61	Y: 496057.78	Z: 754.47	IRON PIN
CP2	X: 1674501.18	Y: 495947.06	Z: 753.34	IRON PIN

STORM STRUCTURE TABLE

STRUCTURE #	DESCRIPTION	STRUCTURE DETAILS	COORDINATES
1	CBI	RIM = 749.26 INV IN = 745.53 INV IN = 747.64 INV OUT = 745.53	N=495924.67 E=1674778.76
2	DBI	RIM = 749.77 INV IN = 746.02 INV OUT = 746.02	N=495848.70 E=1674720.47
3	YARD DRAIN	RIM = 753.38 INV IN = 746.94 INV OUT = 746.94	N=495962.40 E=1674573.88
4	YARD DRAIN	RIM = 750.47 INV OUT = 747.27	N=495963.10 E=1674506.93
5	YARD DRAIN	RIM = 751.77 INV OUT = 747.89	N=496040.45 E=1674630.78

STORM PIPE TABLE

PIPE #	SIZE	LENGTH	SLOPE	MATERIAL
EX-WCU	18"	14'	4.39%	HDPE / RCP
WCU-1	18"	21'	0.55%	HDPE / RCP
1-2	18"	96'	0.51%	HDPE / RCP
2-3	15"	186'	0.50%	HDPE / RCP
3-4	15"	67'	0.49%	HDPE / RCP
5-1	12"	188'	1.59%	HDPE / RCP

811 Know what's below. Call before you dig.

1"=20'-0"

20 10 0 20'

NORTH INDICATED IS IN RELATION TO TENNESSEE STATE PLANE ZONE.

Palmer ENGINEERING
PALMER ENGINEERING
1040 MONARCH STREET
SUITE 210
LEXINGTON, KY 40513
(859) 389-9293

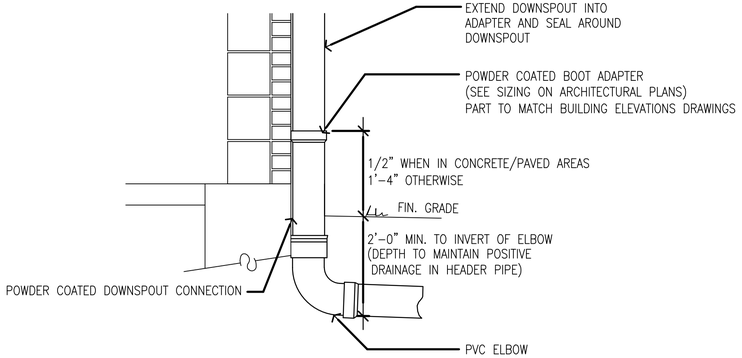
CONTRACT DATE: 03/30/2026
BUILDING TYPE: END. MED40
PLAN VERSION: TBD
SITE NUMBER: TBD
STORE NUMBER: TBD

TACO BELL
HONEY FARM CROSSING
COLUMBIA, TN

GRADING PLAN

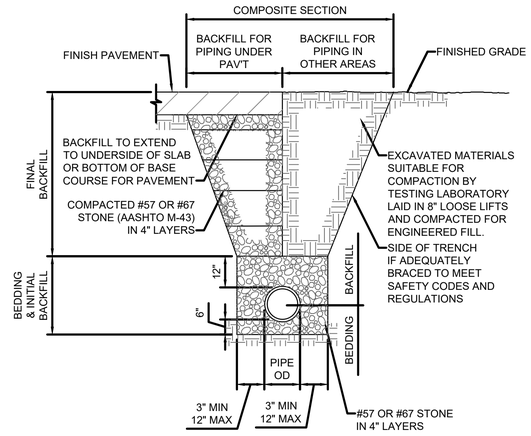
C-3.0

PERMIT PLOT DATE: 03/30/2026



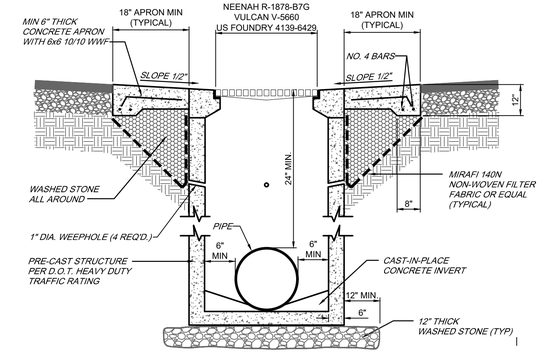
A DOWNSPOUT CONNECTION DETAIL

NOT TO SCALE



B PIPE BEDDING & BACKFILL DETAIL

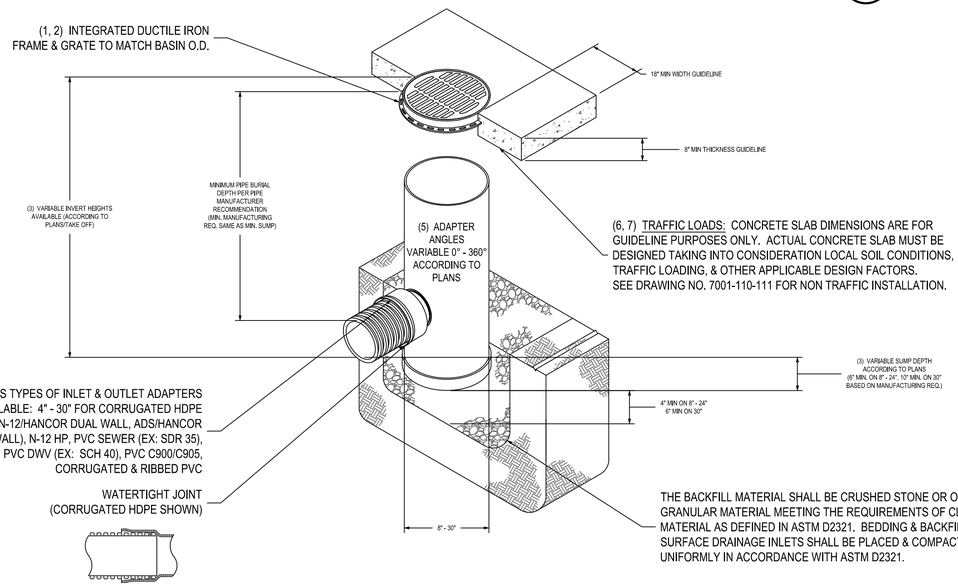
NOT TO SCALE



C DROP BOX INLET

NOT TO SCALE

NYLOPLAST DRAIN BASIN WITH STANDARD GRATE



(6, 7) TRAFFIC LOADS: CONCRETE SLAB DIMENSIONS ARE FOR GUIDELINE PURPOSES ONLY. ACTUAL CONCRETE SLAB MUST BE DESIGNED TAKING INTO CONSIDERATION LOCAL SOIL CONDITIONS, TRAFFIC LOADING, & OTHER APPLICABLE DESIGN FACTORS. SEE DRAWING NO. 7001-110-111 FOR NON TRAFFIC INSTALLATION.

THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS II MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

1 - 8" - 30" STANDARD GRATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
2 - 12" - 30" FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05. 8" & 10" STANDARD GRATES FIT DIRECTLY ONTO DRAIN BASINS WITH THE USE OF A PVC BODY TOP. SEE DRAWING NO. 7001-110-045.
3 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS. SEE DRAWING NO. 7001-110-065.
4 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER (4" - 24").
5 - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.
6 - 12" - 30" STANDARD GRATES SHALL MEET H-20 LOAD RATING.
7 - 8" & 10" STANDARD GRATES ARE RATED FOR LIGHT DUTY APPLICATIONS ONLY; NO CONCRETE COLLAR NEEDED FOR LIGHT DUTY RATING.

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DRAWN BY EBC	MATERIAL	Nyloplast	3130 VERONA AVE BUFORD, GA 30518 PHN (770) 932-2443 FAX (770) 932-2490 www.nyloplast-us.com
DATE 1-23-06			
REVISED BY EBC	PROJECT NO./NAME	TITLE	DRAIN BASIN WITH STANDARD GRATE QUICK SPEC INSTALLATION DETAIL
DATE 3-3-10			
DWG SIZE A	SCALE 1:40 SHEET 1 OF 1	DWG NO. 7001-110-144	REV F

D YARD DRAIN

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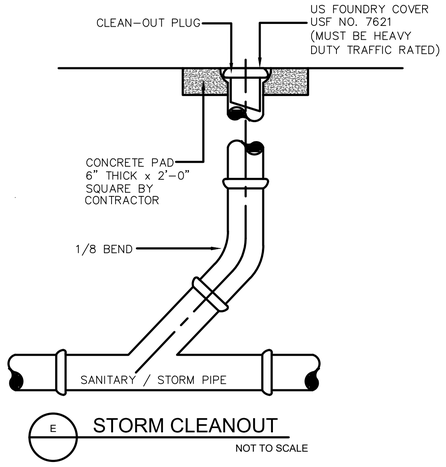
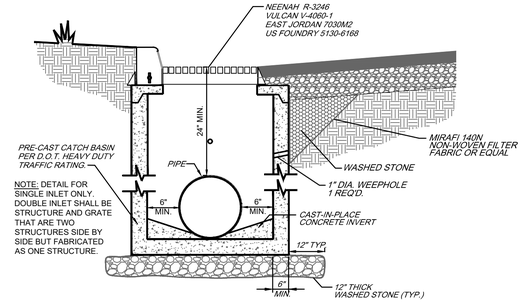


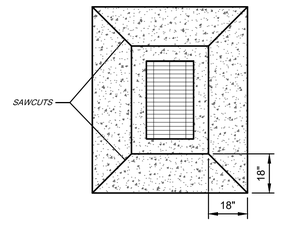
E STORM CLEANOUT

NOT TO SCALE



F CURB BOX INLET

NOT TO SCALE



G INLET APRON

NOT TO SCALE

Palmer ENGINEERING
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LEXINGTON, KY 40513
(859) 389-9293

CONTRACT DATE: 03/30/2026
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PLAN VERSION: TBD
SITE NUMBER: TBD
STORE NUMBER: TBD

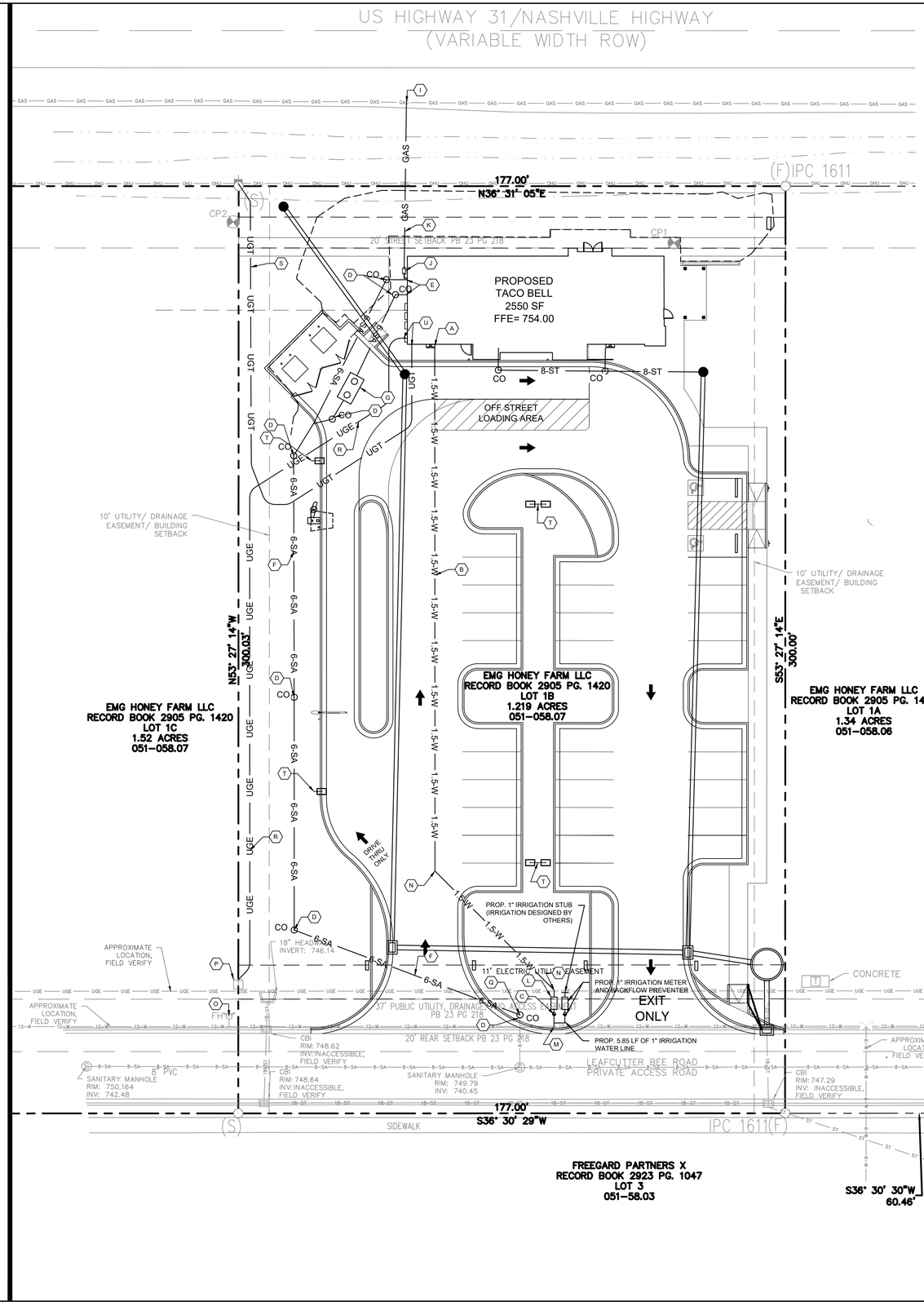
TACO BELL

HONEY FARM CROSSING
COLUMBIA, TN

DRAINAGE DETAILS

C-3.1

PERMIT PLOT DATE: 03/30/2026



UTILITY PLAN KEY NOTES:

KEY	DESCRIPTION
A	CONNECT 1.5" DOMESTIC WATER LINE TO BUILDING (SEE MEP PLANS)
B	WATER LINE TO BE COPPER TYPE K OR DIP TO METER
C	SET 1" PROPOSED DOMESTIC WATER METER WITH OUTLET GATE VALVE. CONTRACTOR TO COORDINATE WITH CITY OF COLUMBIA ON REQUIRED FEES. VERIFY RESPONSIBILITIES WITH COLUMBIA POWER AND WATER SYSTEMS
D	SANITARY SEWER CLEANOUT
E	CONNECT PROPOSED 6" SANITARY SEWER TO BUILDING ELEV=751.00; (3.0' BELOW FFE) (SEE MEP PLANS FOR ADDITIONAL INFORMATION)
F	6" SANITARY SEWER LATERAL (SDR 35) AT 1% MINIMUM SLOPE
G	1,000 GALLON GREASE TRAP (SEE MEP PLANS)
I	GAS TAP BY UTILITY COMPANY (CONTRACTOR TO COORDINATE)
J	GAS LINE FROM METER TO BUILDING BY UTILITY COMPANY
K	GAS LINE AND METER INSTALLATION BY UTILITY COMPANY
L	REDUCED PRESSURE BACKFLOW PREVENTION (RPBP)
M	WET TAP TO EXISTING WATER LINE (COORDINATE WITH UTILITY)
N	45 DEGREE BEND
O	EXISTING FIRE HYDRANT BY OVERALL DEVELOPER
P	EXISTING TRANSFORMER, CONTRACTOR TO VERIFY RESPONSIBILITIES WITH CP&W
Q	CONNECT 6" SANITARY SEWER LATERAL TO EXISTING SANITARY SEWER LATERAL LINE. INVERT ESTIMATED AT 741.60. CONTRACTOR TO FIELD VERIFY ACTUAL INVERT.
R	SEE MEP PLANS FOR COORDINATION OF SECONDARY AND PRIMARY UNDERGROUND ELECTRIC SERVICE
S	INSTALL 2" CONDUIT AND 100# PULL STRING (SEE MEP PLANS FOR SECONDARY UNDERGROUND TELECOMMUNICATION SERVICE)
T	PROPOSED LIGHT POLES (SEE SITE LIGHTING & PHOTOMETRICS PLAN)
U	SEE MEP PLANS FOR CONTINUATION OF ELECTRIC AND TELECOM LINES INTO THE BUILDING

UTILITY NOTES:

1. LOCATION OF SITE UTILITIES SHALL BE VERIFIED BY ALL CONTRACTORS BY EITHER CONTACTING THE UTILITY COMPANY PROVIDING THE SERVICE AND/OR CALLING 811.
2. ALL CONSTRUCTION MUST CONFORM TO CITY, COUNTY AND STATE STANDARDS.
3. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE PROJECT DOCUMENTS AND DETAILS.
4. THE CONTRACTOR SHALL HAVE APPROVAL OF ALL GOVERNING AGENCIES AND PROVIDERS HAVING JURISDICTION OVER THE SYSTEM PRIOR TO INSTALLATION.
5. ALL CONTRACTORS ARE RESPONSIBLE FOR ANY DAMAGE TO EXISTING STRUCTURES AND/OR UTILITIES DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL PROVIDE A 2-FT x 2-FT x 6-IN THICK CONCRETE APRON AROUND ALL CLEANOUTS, VALVES, AND METERS OUTSIDE OF BUILDING.
7. DIMENSIONS SHOWN ARE TO CENTERLINE OF PIPE OR FITTING.
8. ALL TRENCHING, PIPE LAYING, AND BACKFILLING SHALL BE IN ACCORDANCE WITH FEDERAL OSHA REGULATIONS.
9. ALL SEWER WORK IS TO BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE LOCAL UTILITY.
10. UNLESS OTHERWISE SPECIFIED, NO 90 DEGREE BENDS SHALL BE USED IN THE WATER LINE INSTALLATION. THE CONTRACTOR SHALL MINIMIZE THE USE OF VERTICAL BENDS.
11. THRUST BLOCKS SHALL BE PROVIDED ON WATER LINES AT ALL BENDS AND TEES UNLESS OTHERWISE RESTRAINED.
12. ALL PROPOSED UTILITY CROSSINGS SHALL BE VERIFIED BY ANY CONTRACTOR DOING WORK. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 18-IN SEPARATION AT NO COST TO THE OWNER. SEWER CROSSING WATER MAINS SHALL BE INSTALLED TO PROVIDE A VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS. WHERE A WATER MAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO PREVENT DAMAGE TO THE WATER MAIN.
13. CLEANOUTS ON SANITARY LINES SHALL BE PLACED AT LEAST EVERY 100 FEET AND WITHIN FIVE (5) FEET OF THE BUILDING ON ALL GRAVITY SANITARY SEWER SERVICE LINES.
14. CONTRACTOR SHALL PERFORM ALL NECESSARY TESTING ON WATER AND SEWER LINES PER LOCAL UTILITY REQUIREMENTS. WATER AND SEWER CONNECTIONS SHALL BE MADE UNDER THE SUPERVISION OF THE LOCAL UTILITY. SITE CONTRACTOR SHALL MAINTAIN EXISTING WATER AND SEWER SERVICE TO EXISTING CUSTOMERS AT ALL TIMES.
15. ALL COPPER WATER SERVICE LINES SHALL BE WRAPPED IN 4 MILS OF HDPE WRAP OR 8 MILS OF LDPE WRAP. THE SEAMS SHALL BE SEALED WITH DUCT TAPE. WATERLINE SHALL BE PROVIDED A MINIMUM 36" OF COVER.
16. ALL SANITARY SEWER SHALL BE MARKED WITH DETECTABLE MYLAR SEWER LINE TAPE APPROVED BY THE ENGINEER (MINIMUM OF 18" DEEP).
17. ALL GRAVITY SANITARY SEWER LATERALS SHALL HAVE A MINIMUM SLOPE OF 1.0% UNLESS OTHERWISE NOTED.
18. ALL GRAVITY SANITARY SEWER LINES SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321 AND LOCAL UTILITY STANDARDS.
19. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR SECURING AND COORDINATING TEMPORARY SERVICE IF NEEDED FOR CONSTRUCTION.
20. SITE CONTRACTOR SHALL BE RESPONSIBLE FOR BRINGING ALL UTILITIES TO WITHIN FIVE (5) FEET OF THE BUILDING.
21. ALL 6" SANITARY SEWER LATERAL LINES AND CLEANOUTS ARE PRIVATE SEWER LINES AND ARE TO BE MAINTAINED BY THE PROPERTY OWNER AND FUTURE OWNERS OF THE PROPERTY. ALL BURIED SANITARY PIPING SHALL BE SDR 35 WITH A MINIMUM OF 36" COVER.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING ALL FEES REQUIRED BY UTILITY COMPANIES.
23. SEE ELECTRICAL PLANS FOR ALL ELECTRICAL CONDUIT LOCATIONS AND SIZING, INCLUDING PRIMARY POWER, SECONDARY POWER, SITE LIGHTING AND SIGNAGE LIGHTING.
24. COORDINATE CONDUIT UTILITY LOCATIONS WITH GRAVITY LINES. GRAVITY LOCATIONS SHALL TAKE PRECEDENCE OVER CONDUITS.
25. SEE SITE LIGHTING PLAN FOR MORE DETAILS TO SITE LIGHTING LAYOUT.

UTILITY CONTACTS

ELECTRIC, WATER, & SEWER

COLUMBIA POWER & WATER SYSTEMS
201 PICKENS LANE,
COLUMBIA, TN 38401
931-388-4833

GAS

ATMOS ENERGY
810 NASHVILLE HWY,
COLUMBIA, TN 38401
931-388-9136

TELECOMMUNICATIONS

COMMUNICATION CONCEPTS
802 NASHVILLE HWY,
COLUMBIA, TN 38401
931-388-8662

SPECTRUM
405 S JAMES CAMPBELL BLVD,
COLUMBIA TN 48401
888-406-7063

LEGEND

- EXISTING 18" STORM LINE
- EXISTING OVERHEAD UTILITY
- EXISTING 8" SANITARY SEWER
- EXISTING WATER LINE
- EXISTING GAS LINE
- EXISTING UNDERGROUND ELECTRIC
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED GAS LINE BY UTILITY
- PROPOSED 6" SANITARY LATERAL
- PROPOSED 1.5" WATER LINE
- PROPOSED UNDERGROUND TELECOMMUNICATION LINE
- EXISTING SANITARY MANHOLE
- EXISTING UTILITY POLE
- PROPOSED CLEANOUT
- PROPOSED GAS METER
- PROPOSED 1,000 GAL GREASE TRAP
- PROPOSED STORM LINES
- PROPOSED STORM INLET
- PROPOSED LIGHT POLES (SEE SITE LIGHTING & PHOTOMETRICS PLAN
- EXISTING TRANSFORMER
- EXISTING FIRE HYDRANT

811 Know what's below. Call before you dig.

1"=20'-0"

20 10 0 20'

NORTH INDICATED IS IN RELATION TO TENNESSEE STATE PLANE ZONE.

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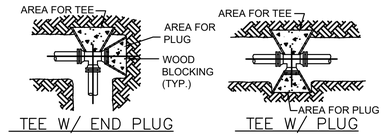
TACO BELL
HONEY FARM CROSSING
COLUMBIA, TN

UTILITY PLAN

C-4.0

PERMIT PLOT DATE: 03/30/2026



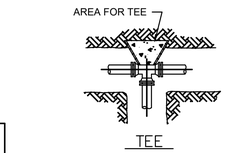
TEE W/ END PLUG

TEE W/ PLUG

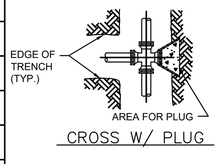
THRUST BLOCK AREAS IN SQ. FT.				
PIPE SIZE IN INCHES	90°BEND, TEES,PLUGS	45° BEND	22.5° BEND	11.25° BEND
4	1.6	0.9	0.4	0.2
6	3.6	1.9	1.0	0.5
8	6.4	3.5	1.8	0.9
10	10.0	5.4	2.8	1.4
12	14.4	7.8	4.0	2.0
16	25.2	13.6	7	3.5

NOTES

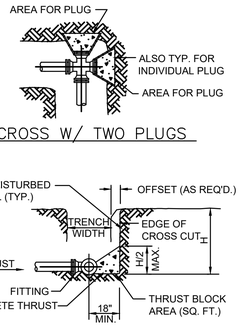
1. THRUST BLOCK BEARING AREAS SHALL BE POURED AGAINST UNDISTURBED MATERIAL WHERE TRENCH WALL HAS BEEN DISTURBED, EXCAVATE ALL LOOSE MATERIAL AND EXTEND TO UNDISTURBED MATERIAL.
2. EXTEND THRUST BLOCK FULL LENGTH OF FITTINGS. PUT BOARD IN FRONT OF PLUG BEFORE POURING CONCRETE. JOINTS SHALL NOT BE COVERED BY THRUST BLOCK.
3. ROUGH BLOCKING FORMS SHALL BE USED ALONG SIDE OF THRUST BLOCKS.
4. THRUST BLOCKS SHALL BE USED IN COMBINATION, AS REQUIRED, TO SUIT THE SPECIFIC FITTING ARRANGEMENT.
5. ALTERNATE DESIGNED RESTRAINING SYSTEMS SHALL BE PROVIDED WHERE STANDARD THRUST BLOCKING IS NOT SUITABLE, AND/OR SOIL BEARING CAPACITY IS LESS THAN 2,000 P.S.F. OR PIPE IS 16" OR GREATER.
6. ALL WOOD BLOCKING SHALL BE PRESSURE TREATED WITH PRESERVATIVE.
7. THRUST BLOCK AND RESTRAINING SEWER AND WATER MAIN SCHEDULES SHALL BE COMPLETED BY THE ENGINEER, BASED ON ALL DESIGN CONSIDERATIONS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: PIPE TYPE, SOIL BEARING CAPACITY, SOIL TYPE, DEPTH OF COVER, TEST PRESSURE, LAYING CONDITIONS, SAFETY FACTOR.
8. STEEL REINFORCEMENT FOR "DEAD MAN" SHALL BE DETERMINED BY ENGINEER.
9. THRUST BLOCKS ALLOWED ONLY AT LOCATIONS PRE-APPROVED IN WRITING BY UTILITY COMPANY.



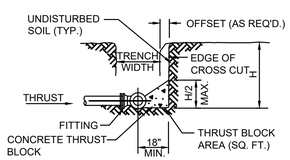
TEE



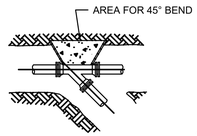
CROSS W/ PLUG



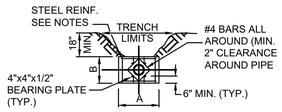
CROSS W/ TWO PLUGS

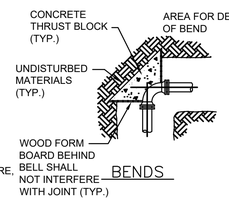


TYPICAL SECTION

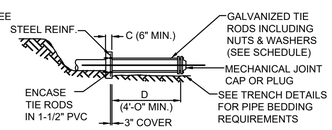


WYE



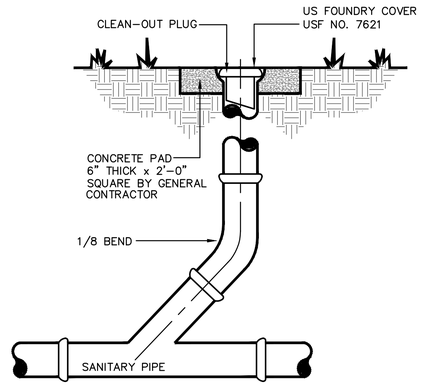


BENDS

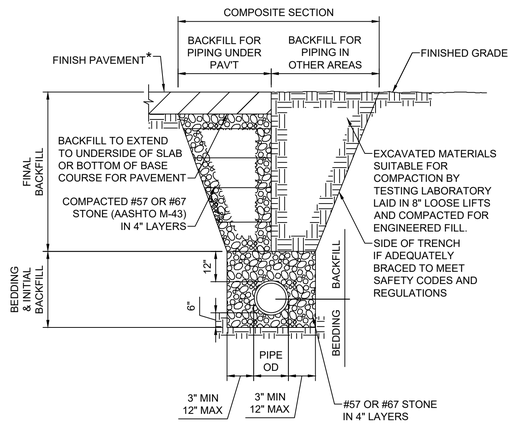


"DEAD MAN" THRUST AND RESTRAINT

THRUST BLOCK DETAILS
NOT TO SCALE
A



CLEANOUT DETAIL
NOT TO SCALE
B



*FOR UTILITY TRENCH RESTORATION UNDEREXISTING PAVEMENT, SEE HEAVY DUTY ASPHALT DETAIL C / C-1.1.

PIPE BEDDING & BACKFILL DETAIL
NOT TO SCALE
C

Palmer ENGINEERING
PALMER ENGINEERING
1040 MONARCH STREET
SUITE 210
LEXINGTON, KY 40513
(859) 389-9293

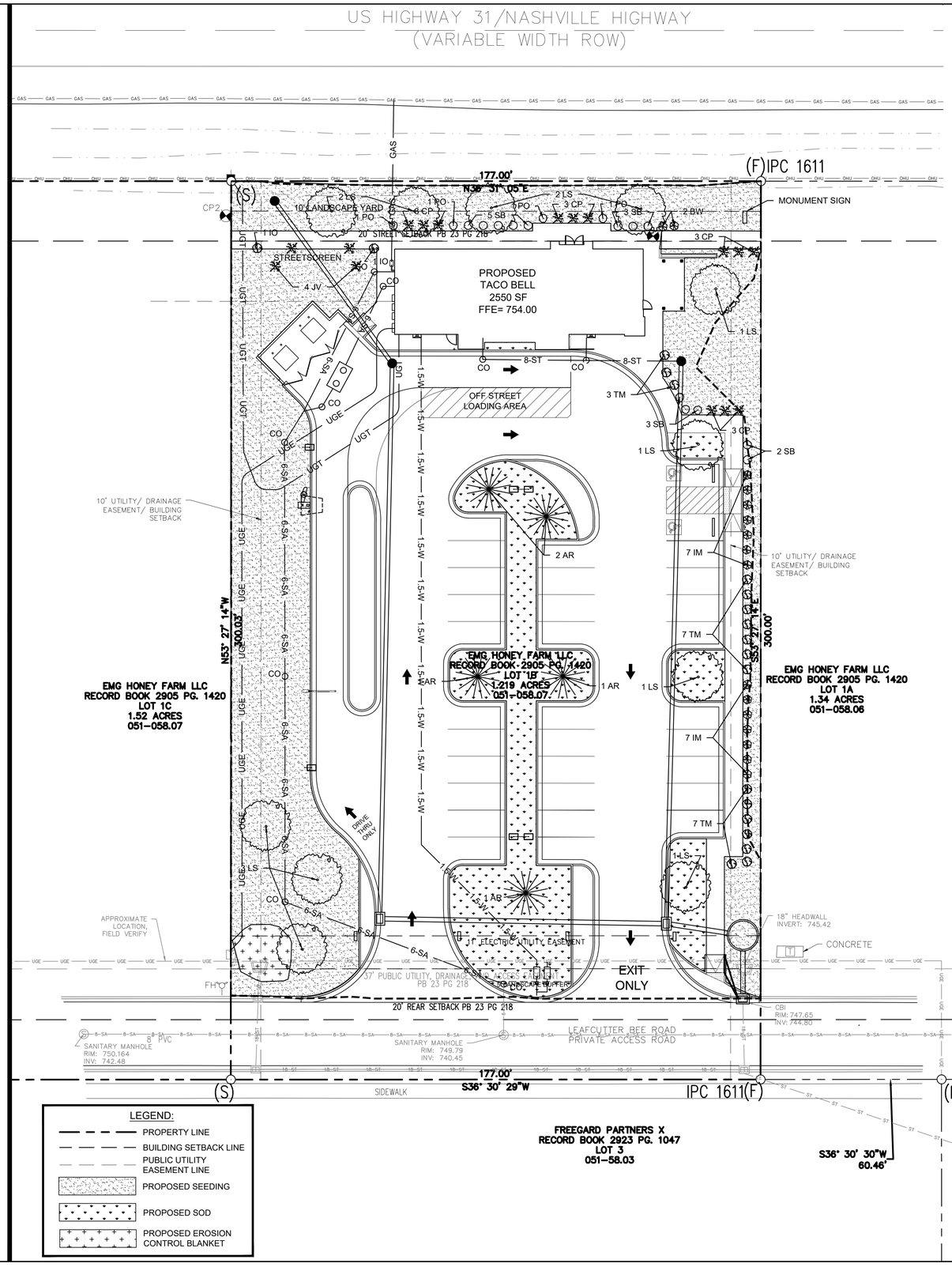
CONTRACT DATE: 03/30/2026
BUILDING TYPE: END. MED40
PLAN VERSION: TBD
SITE NUMBER: TBD
STORE NUMBER: TBD

TACO BELL
HONEY FARM CROSSING
COLUMBIA, TN

UTILITY DETAILS

C-4.1

PERMIT PLOT DATE: 03/30/2026



LANDSCAPE DATA

SITE AREA: 1.22 ± ACRES ZONING: PUD-MU

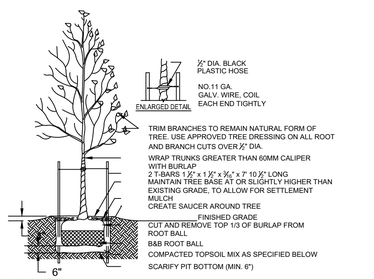
STATISTIC	REQUIREMENT	PROVIDED
LANDSCAPING	MIN. 30% OF 1ST LAYER MUST BE LANDSCAPED IN COMPLIANCE WITH SECTION 4.3.16 WITH: CONTINUOUS SHRUBS AROUND FOUNDATION AT FACADE (1 SHRUB FOR EVERY 10 LINEAR FEET OF FACADE) PLUS 1 TREE FOR EVERY 50' FOR FRONTAGE (1ST LAYER OVER 15 FEET) US HIGHWAY 31 - 177' FRONTAGE = 177' / 50 = 3.5 OR 4 TREES	CONTINUOUS SHRUBS (1 PER 10') ALONG BACK OF SIDEWALK WITH ZONING ADMINISTRATIONS APPROVAL 4 TREES
DRIVE AISLE	CONTINUOUS SHRUBS WHEN DRIVE AISLE IS WITHIN 1ST LAYER	CONTINUOUS SHRUBS ALONG DRIVE ISLAND IN 1ST LAYER
PARKING LOT SCREENING	PARKING MUST BE SCREENED FROM FRONTAGE BY BUILDING OR STREETSCREEN	HEDGE STREETSCREEN
INTERIOR PARKING LOT LANDSCAPE	1 LANDSCAPE ISLAND FOR EVERY 10 PARKING SPACES 1 SHADE TREE PER ISLAND (32 PARKING SPACES = 3 TREES) 1 TREE FOR EACH 2,000 SF OF PARKING AREA (9,737 / 2,000 SF = 4.87 OR 5 TREES)	3 TREES IN ISLANDS 6 TOTAL PARKING AREA TREES
PARKING FRONTING ON INTERNAL DRIVE	5' BUFFER	5' BUFFER

PLANT SCHEDULE

QUANTITY	ID	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
5	AR	ACER RUBRUM	RED MAPLE	2 1/2" CAL	SINGLE STEM, WELL BRANCHED, B & B
2	IO	ILEX OPACA 'GREENLEAF'	GREENLEAF AMERICAN HOLLY	5-6' HT	UNIFORMLY BRANCHED, FULL, NO HOLES, 8' SPACING
4	JV	JUNIPERUS VIRGINIANA 'BRODIE'	BRODIE RED CEDAR	5-6' HT	UNIFORMLY BRANCHED, FULL, NO HOLES, 8' SPACING
11	LS	LIQUIDAMBAR STYRACIFLUA 'ROTUNDILOBA'	FRUITLESS SWEETGUM	2 1/2" CAL	SINGLE STEM, WELL BRANCHED, B & B
SHRUBS					
2	BW	BUXUS X 'WINTER GEM'	WINTER GEM BOXWOOD	3 GALL. CONT	FULL, 4' O.C., 30" HEIGHT / SPREAD
9	CP	CHAMAECYPARIS PISIFERA 'GOLDEN MOP'	GOLDEN MAP FALSE CYPRESS	3 GALL. CONT	FULL, 5' O.C., 30" HEIGHT / SPREAD
14	IM	ILEX X MESERVEAE 'BLUE BOY'	BLUE BOY HOLLY	3 GALL. CONT	FULL, 5' O.C., 30" HEIGHT / SPREAD
4	PO	PHYSOCARPUS OPULIFOLIUS 'TINY WINE'	TINY WINE NINEBARK	3 GALL. CONT	FULL, 5' O.C., 30" HEIGHT / SPREAD
13	SB	SPIREA X BUMALDA 'GOLDFLAME'	GOLDFLAME SPIREA	3 GALL. CONT	FULL, 5' O.C., 30" HEIGHT / SPREAD
17	TM	TAXUS X MEDIA 'DENSIFORMIS'	DENSE SPREADING YEW	3 GALL. CONT	FULL, 5' O.C., 30" HEIGHT / SPREAD
MULCH					
3" LANDSCAPE STONE ADJACENT TO BUILDING					
4" HARDWOOD MULCH PERIMETER BEDS					

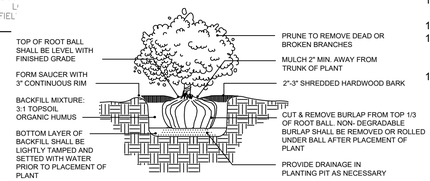
TURF ESTABLISHMENT:

1. THE LANDSCAPE CONTRACTOR SHALL PLACE A 4" COMPACTED LAYER OF TOPSOIL OVER ALL AREAS TO BE ESTABLISHED IN TURF. THE TOPSOIL LAYER SHALL BRING ALL TURF AREAS TO FINISH GRADE.
2. REMOVE STONES BIGGER THAN 1-1/2 INCHES IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH AND OTHER EXTRANEOUS MATTER.
3. HYDROSEED ALL DISTURBED AREAS AS SPECIFIED UNLESS SOD IS SPECIFIED.
4. MIX SEED, FERTILIZER, AND PULVERIZED MULCH IN WATER, USING EQUIPMENT SPECIALLY DESIGNED FOR HYDROSEED APPLICATION.
5. APPLY SLURRY UNIFORMLY TO ALL AREAS TO BE SEEDED. RATE OF APPLICATION AS REQUIRED TO OBTAIN SPECIFIED SEED SOWING RATE.
6. LAY SOD WITHIN 24 HOURS OF STRIPPING. DO NOT LAY DORMANT SOD OR IF GROUND IS FROZEN. LAY SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. DO NOT OVERLAP.
7. WATER SOD WITH FINE SPRAY IMMEDIATELY AFTER PLANTING. SOD SHOULD BE SOAKED TWICE DAILY DURING THE FIRST WEEK OF PLANTING.
8. CONTRACTOR TO PROVIDE WATERING UNTIL SOD AND PLANTS ARE ESTABLISHED.



SPECIFICATIONS:
1. TOPSOIL MIX, SEE SPEC.
2. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKE.
3. WATER THOROUGHLY AFTER INSTALLATION.
4. REMOVE TREE RINGS AND STAKES TWO YEARS AFTER INSTALLATION.
5. PROVIDE DRAINAGE FOR PLANTING PIT IN IMPERMEABLE SOIL.
6. ALL TREES MUST BE TAGGED AND APPROVED BY CONSULTANT WITHIN 14 DAYS AFTER TENDER CLOSING.

TREE PLANTING DETAIL



SHRUB PLANTING DETAIL
NOT TO SCALE

LANDSCAPE NOTES:

1. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGES TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC., WHICH OCCUR AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
2. ALL PLANTS SHALL BE HEALTHY, VIGOROUS MATERIALS FREE FROM DISEASE AND PESTS AND THAT COMPLY WITH THE LATEST EDITION OF THE PUBLICATION ANSI Z60 AMERICAN STANDARD FOR NURSERY STOCK BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
3. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK. ANY DIFFERENCE IN QUANTITIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER FOR CLARIFICATION.
4. THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF ONE (1) YEAR BEGINNING AT THE DATE OF TOTAL ACCEPTANCE BY THE OWNER. THE LANDSCAPE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD AS THE GROWING SEASON PERMITS. THE OWNER MAY INSPECT THE PLANTS AT THE END OF THE GUARANTEE PERIOD. PLANTS THAT ARE DEAD OR NOT IN SATISFACTORY GROWTH SHALL BE REMOVED AND REPLACED DURING THE NEXT NORMAL PLANTING SEASON AT NO ADDITIONAL COST TO THE OWNER.
5. ALL PLANTS SHALL BE BALLED AND BURLAPPED OR CONTAINER AS INDICATED ON THE PLANT LIST. ALL TREES SHALL BE STRAIGHT TRUNKED, FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED. ALL TREES MUST BE GUYED OR STAKED.
6. ALL PLANTS AND INSTALLATION ARE SUBJECT TO THE APPROVAL OF THE OWNER.
7. ALL DISTURBED AREAS NOT RECEIVING PLANTINGS, EROSION CONTROL BLANKET, OR DESIGNATED FOR SODDING (INCLUDING RIGHT-OF-WAY) SHALL BE SEEDED.
8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH PROJECT SPECIFICATIONS.
9. ALL AREAS PLANTED WITH SHRUBS SHALL RECEIVE A 3" LAYER OF BROWN SHREDDED HARDWOOD MULCH OVER 10 MIL FABRIC EQUAL TO "WEEDBLOCK" BY "EASY GARDENER."
10. THE TOP OF ALL AREAS OF HARDWOOD MULCH SHALL BE AT GRADE OF ADJACENT CURB, WALK, OR EDGE OF PAVEMENT.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING SOD UNTIL WELL ESTABLISHED. IRRIGATION SHALL BE SUPPLIED BY TWO HOSE BIBS ON THE BUILDING AND IRRIGATION SYSTEM, WITH SEPARATE 1" LINE AND WATER METER AND TO BE INSTALLED BY EXTREME IRRIGATION OF NASHVILLE.
12. CONTRACTOR MUST CONTACT OWNER'S REPRESENTATIVE PRIOR TO INSTALLING LANDSCAPING TO APPROVE PLANT LOCATIONS.
13. SEE EROSION CONTROL DETAIL SHEET (C-2.1) FOR SEEDING SPECIFICATIONS.
14. RIVER ROCK SHALL BE A MIX OF MOSTLY TANS AND BEIGE ROCKS. IT SHOULD NOT BE ALL ONE COLOR NOR SIZE. ROCK SHALL RANGE FROM 2"-5" WITH APPROXIMATELY 30% 2", 40% 3"-4", AND 30% 5". ALL ROCK MUST BE FULLY WASHED BEFORE BEING PLACED.
15. A WEED FABRIC MUST BE PLACED ON TOP OF THE SOIL BEFORE THE LANDSCAPE RIVER ROCKS ARE PLACED.

811 Know what's below. Call before you dig.

1"=20'-0"

20 10 0 20'

NORTH INDICATED IS IN RELATION TO TENNESSEE STATE PLANE ZONE.

Palmer ENGINEERING
PALMER ENGINEERING
1040 MONARCH STREET
SUITE 210
LEXINGTON, KY 40513
(859) 389-9293

CONTRACT DATE: 03/25/2026
BUILDING TYPE: END. MED40
PLAN VERSION: TBD
SITE NUMBER: TBD
STORE NUMBER: TBD

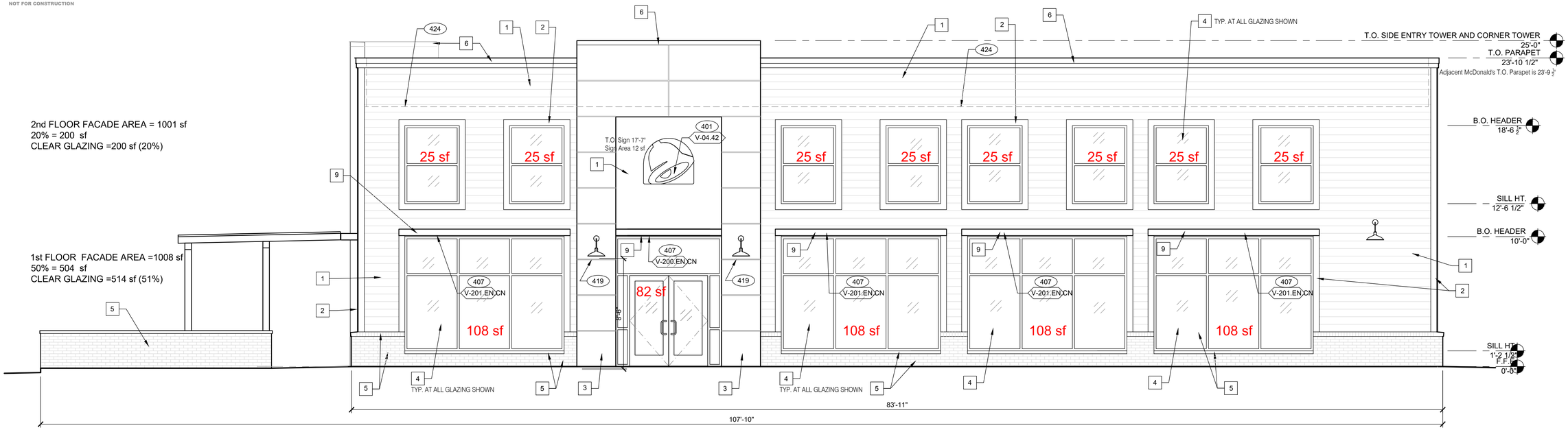
TACO BELL
HONEY FARM CROSSING
COLUMBIA, TN

LANDSCAPE PLAN

C-5.0

PERMIT PLOT DATE: 03/25/2026

NOT FOR CONSTRUCTION



STOREFRONT ELEVATION 1/4" = 1'-0" | **1**

TRANSPARENT GLAZING
ALL GLAZING SHOWN IS TRANSPARENT

TYPE MARK	QTY	ITEM DESCRIPTION	LOC
TOWER			
V-04.42	2	42" SWINGING BELL PURPLE LOGO FACE LIT	AS-2
V-09.14W	2	14" WHITE CHANNEL LETTERS VERTICAL	AS-2
NORTH			
V-202.EN.CN **	1	FRONT AWNING 17' 7" L x 6" H x 1' 4" D BLACK	AS-2
WEST			
V-04.42	1	42" SWINGING BELL PURPLE LOGO FACE LIT	AS-1
V-200.EN	1	SIDE ENTRY AWNING 8' 4" x 3' 0" BLACK	AS-1
V-201.EN.CN **	4	SIDE ENTRY EYEBROW 13' 0" L x 6" H x 1' 4" D BLACK	AS-1
SOUTH			
V-04.24	1	24" SWINGING BELL PURPLE LOGO FACE LIT	AS-2
V-09.12W	1	12" WHITE CHANNEL LETTERS HORIZONTAL	AS-2
DRIVE THRU SIDE			
V-101.DT **	1	DT AWNING (OVER DT) 7' 10" x 4' 0" BLACK	AS-2
V-102.DT **	1	DT AWNING (OVER PRE-PAY) 6' 10" x 4' 0" BLACK	AS-2
V-201.EN.CN **	1	DT SIDE EYEBROW 13' 0" L x 6" H x 1' 4" D BLACK	AS-2
V-203.EN	1	DT SIDE EYEBROW 7' 8" L x 6" H x 1' 4" D BLACK	AS-2
V-204.EN.CN **	1	AWINING (OVER WUW) 6' 0" x 4' 0" BLACK	AS-2

SIGNAGE | **E**

MISCELLANEOUS
A. SEE SHEET A1.1 "WINDOW TYPES" FOR WINDOW ELEVATIONS.

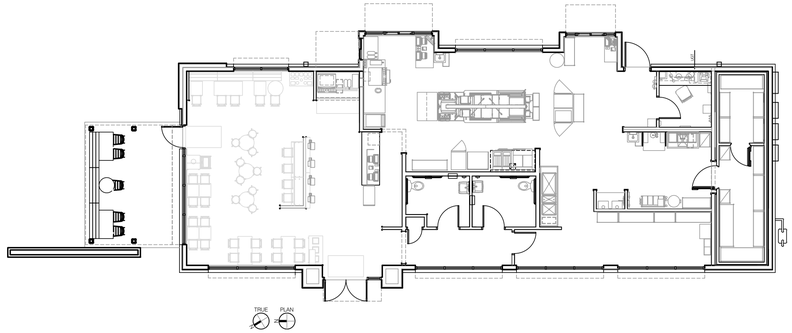
SEALERS (REFER TO SPECS)
A. SEALANT AT ALL WALL AND ROOF PENETRATIONS.
B. SEALANT AT ALL WINDOW AND DOOR FRAMES AND JAMB. DO NOT SEAL SILL @ WINDOWS.
C. APPLY NEOPRENE GASKET (CONT.) BETWEEN BUILDING AND CANOPY.

CRITICAL DIMENSIONS
A. REQUIRED CLEAR OPENING WIDTH TO ENSURE COORDINATION WITH STANDARD SIGNAGE/BUILDING ELEMENTS DIMENSIONS.

NOTE: NO EXTERIOR SIGNS ARE WITHIN THE SCOPE OF WORK COVERED BY THE BUILDING PERMIT APPLICATION. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE INSTALLATION OF ALL EXTERIOR SIGNS AND INSTALLATION OF REQUIRED BLOCKING AND ELECTRICAL CONNECTIONS FOR FINAL APPROVED SIGNS.

** SPECIFIC TO COLUMBIA TN NASHVILLE HWY PROJECT

GENERAL NOTES | **C**



FOR REFERENCE ONLY. FLOORPLAN TO BE REVIEWED AS PART OF BUILDING PLAN REVIEW.

KEY PLAN 3/32" = 1'-0" | **A**

SYMBOL	ITEM/MATERIAL	MANUFACTURER	MATERIAL SPEC	ALT. MANUFACTURER SPEC 'A'	ALT. MATERIAL SPEC 'A'	ALT. MANUFACTURER SPEC 'B'	ALT. MATERIAL SPEC 'B'	COLOR	CONTACT INFO
1	SIDING - HORIZONTAL APPLICATION	JAMES HARDIE	ARTISAN V-GROOVE 144"L X 8.25"W; 7" EXPOSURE COMES PRIMED FOR PAINT	WESTLAKE ROYAL BUILDING PRODUCTS	TruExterior V-RUSTIC 192"L x 7.5"W; 7" EXPOSURE; PRIMED FOR PAINT	NICHIHA	TruExterior V-RUSTIC 192"L x 7.5"W; 7" EXPOSURE; PRIMED FOR PAINT	WORLDLY GRAY (SW7043), SEMI-GLOSS	REFER TO EXTERIOR FINISH VENDOR CONTACTS ON A7.2 FOR TACO BELL NATIONAL ACCOUNT REPRESENTATIVES (DO NOT CALL MANUFACTURER 1-800 OR GENERAL CONTACT NUMBERS AS YOU WILL NOT RECEIVE CORRECT INFORMATION TO BRAND SPECIFIED PRODUCTS.
2	BUILDING TRIM	JAMES HARDIE	HARDIE TRIM 5/4 SMOOTH; 1"x5.5" PRIMED FOR PAINT	WESTLAKE ROYAL BUILDING PRODUCTS	TruExterior TRIM 5/4 x 6; 1" x 5.5" PRIMED FOR PAINT	NICHIHA	TruExterior TRIM 5/4 x 6; 1" x 5.5" PRIMED FOR PAINT	CYBERSPACE (SW7076), SEMI-GLOSS	
3	REVEAL PANEL	JAMES HARDIE	HARDIE PANEL VERTICAL SIDING W/ ALUM TRIM FROM FRY REGLET AND/OR TAMLYN	N/A	USE HARDIE PANEL	NICHIHA	USE HARDIE PANEL	CYBERSPACE (SW7076), SEMI-GLOSS	
4	TRANSPARENT GLAZING ALL GLAZING IS TO BE TRANSPARENT	VITROGLAZINGS	SOLARBAN 70 SOLAR CONTROL LOW-E GLASS					STOREFRONT TO BE DARK BRONZE	
5	BRICK WAINSCOT	BELDEN BRICK	"EBONY BLACK" FIRED CLAY MODULAR BRICK	----	----	----	----		
6	METAL PARAPET CAP	----	24GA GALVANIZED	----	----	----	----	CYBERSPACE (SW7076) KYNAR 500 COATING	
7	HOLLOW METAL DOOR	----	----	----	----	----	----	SW PURPLE (TB2603C), SEMI-GLOSS	
8	SCUPPERS & DOWNSPOUTS & ELECTRICAL PANELS	----	----	----	----	----	----	WORLDLY GRAY (SW7043), SEMI-GLOSS	
9	AWNINGS	BRAND APPROVED SIGNAGE VENDOR	----	----	----	----	----	BLACK (BY THE SIGNAGE VENDOR)	

EXTERIOR FINISH SCHEDULE | **D**

X	NAME	FAMILY	FRAME OR MURAL	SIZE	LOCATION
GS18	HYPNOTIZE ME BELL	D	M02	48x96	AS-2

401 BUILDING SIGN BY VENDOR. GC TO INSTALL BLOCKING PER VENDOR REQUIREMENTS. REQUIRES ELECTRICAL, SEE ELECTRICAL PLANS.
407 METAL CANOPIES BY VENDOR. GC TO INSTALL BLOCKING PER VENDOR REQUIREMENTS. REQUIRES ELECTRICAL, SEE ELECTRICAL PLANS.
408 CO2 FILL VALVE & COVER.
416 HOSE BIB BOX AT 18" A.F.F.
419 EXTERIOR LIGHT FIXTURE. SEE ELECTRICAL DRAWINGS.

424 LINE OF ROOF BEYOND.

NOT FOR CONSTRUCTION **KEY NOTES** | **B**

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HOOVER & ASSOCIATES, INC.
ARCHITECTS & PLANNERS
1407 W. 46th Street
Austin, TX. 78756
512/467-2626
FAX 512/467-2655

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CONTRACTORS SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ARCHITECT OF ANY DIMENSIONAL ERRORS. OMISSIONS OR CONFLICTS BEFORE PROCEEDING WITH OR FABRICATING ANY WORK. DO NOT SCALE THESE DRAWINGS.

Taco Bell
Nashville Highway
Columbia TN 38401

TACO BELL
ENDEAVOR 2.0

REVISIONS	DATE

PROJECT NO.	2501
CAD FILE	AS-1
DRAWN BY	TO
CHECKED BY	MWH
DATE:	3.17.2026
SCALE:	AS NOTED

Exterior Elevations

AS-1

DWG . OF .

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

SEE SHEET AS-1 FOR FINISH SCHEDULE

316 METAL PARAPET CAP.
329 MECHANICAL UNIT,
401 BUILDING SIGN BY VENDOR. REQUIRES ELECTRICAL,

402 DRIVE THRU WINDOW. .
407 METAL CANOPIES BY VENDOR. REQUIRES ELECTRICAL,

408 CO2 FILL VALVE & COVER.

409 ASSUME D/T LANE SURFACE IS 6" BELOW THE FINISH FLOOR. REFER TO GRADING & SITE PLAN.
411 CONCRETE CURB.
416 HOSE BIB BOX AT 18" A.F.F.
419 EXTERIOR LIGHT FIXTURE.

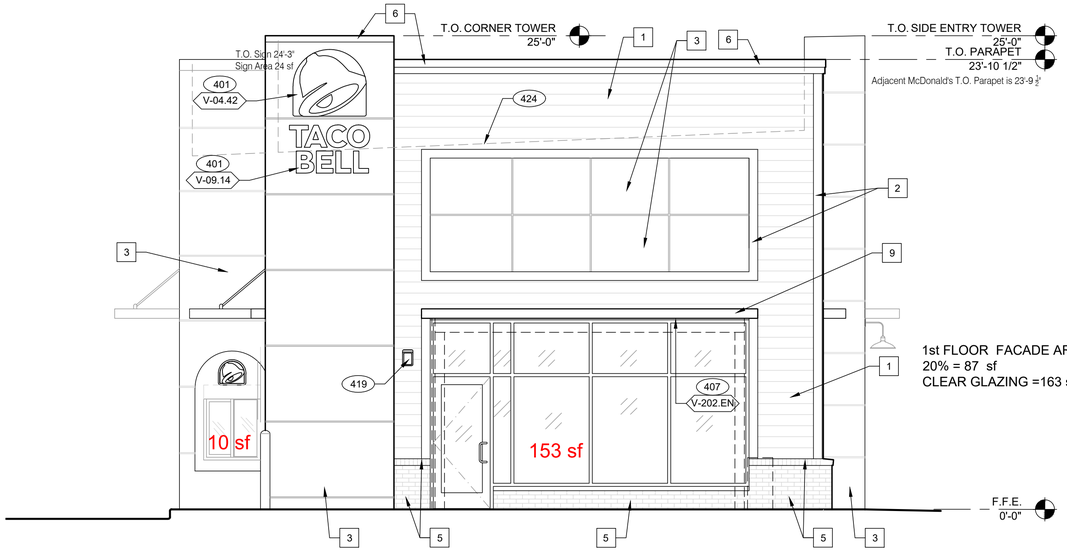
424 LINE OF ROOF BEYOND.

KEY NOTES | **A**

1st FLOOR FACADE AREA =1004 sf
20% = 201 sf
CLEAR GLAZING (CLEAR) =283 sf (28%)

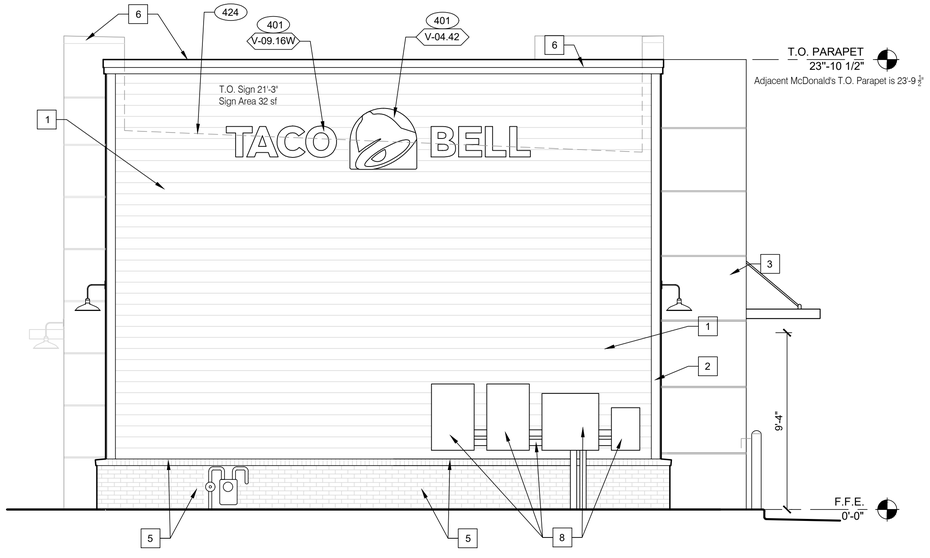
TRANSPARENT GLAZING
ALL GLAZING SHOWN IS TRANSPARENT

EAST ELEVATION 1/4" = 1'-0" | **1**



1st FLOOR FACADE AREA =434 sf
20% = 87 sf
CLEAR GLAZING =163 sf (38%)

NORTH ELEVATION 1/4" = 1'-0" | **2**



EXEMPT FACADE

SOUTH ELEVATION 1/4" = 1'-0" | **3**

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Taco Bell
Nashville Highway
Columbia TN 38401

TACO BELL
ENDEAVOR 2.0

REVISIONS	DATE

PROJECT NO.	2501
CAD FILE	AS-2
DRAWN BY	TO
CHECKED BY	MWH
DATE:	3.17.2026
SCALE:	AS NOTED

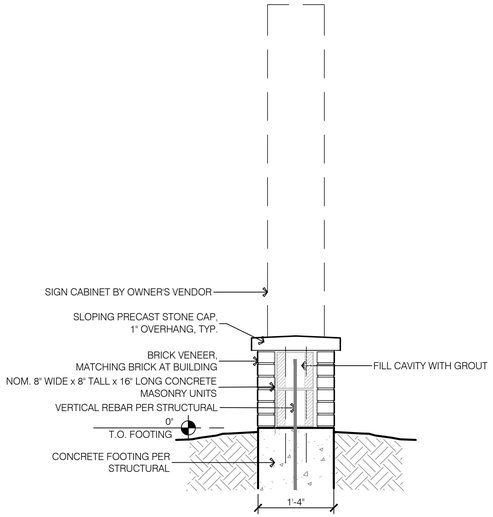
NOT FOR CONSTRUCTION

Exterior Elevations

AS-2

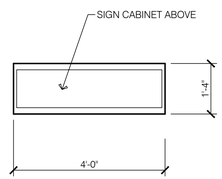
DWG OF .

NOT FOR CONSTRUCTION



3 Vertical Section
SCALE: 3/4" = 1'-0"

2 Monument Sign Elevation
SCALE: 1/2" = 1'-0"



1 Monument Sign Plan
SCALE: 1/2" = 1'-0"

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HOOVER & ASSOCIATES, INC.
ARCHITECTS & PLANNERS
1407 W. 46th Street
Austin, TX. 78756

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Taco Bell
Nashville Highway
Columbia TN 38401

ENDEAVOR 2.0

REVISIONS	DATE

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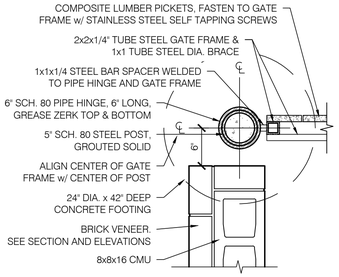
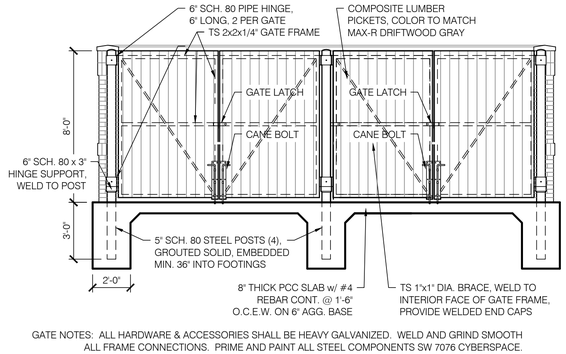
AS-3
MONUMENT SIGN

NOT FOR CONSTRUCTION



5 Gate Detail

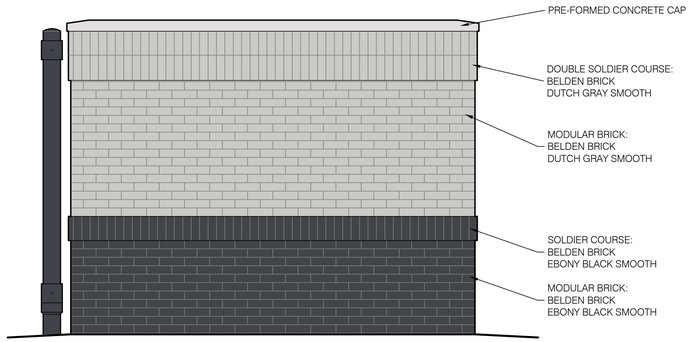
SCALE: 1" = 1'-0" Horizontal Section



GATE NOTES: ALL HARDWARE & ACCESSORIES SHALL BE HEAVY GALVANIZED. WELD AND GRIND SMOOTH ALL FRAME CONNECTIONS. PRIME AND PAINT ALL STEEL COMPONENTS SW 7076 CYBERSPACE.

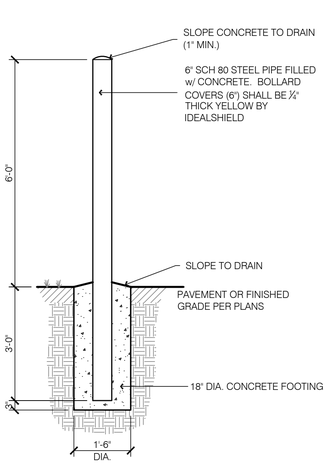
4 Enclosure Front Elevation

SCALE: 1/4" = 1'-0"



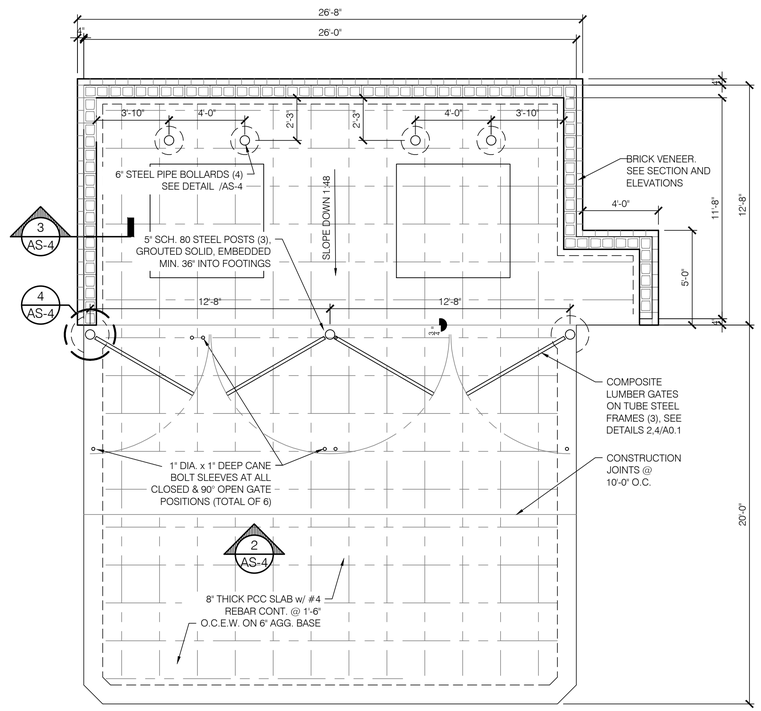
3 Enclosure Side Elevation

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



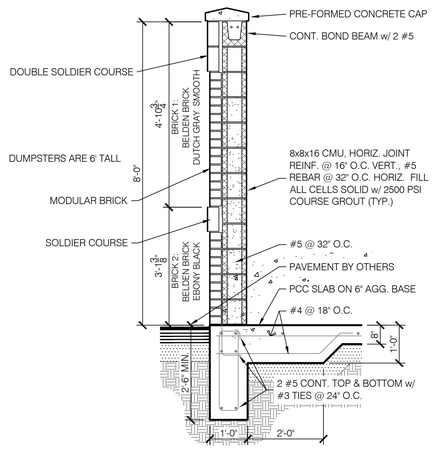
6 Bollard Detail

SCALE: 1" = 1'-0"



1 Enclosure Plan

SCALE: 1/4" = 1'-0"



2 Enclosure Vertical Section

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

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HOOVER & ASSOCIATES, INC.
ARCHITECTS & PLANNERS
1407 W. 46th Street
Austin, TX. 78756
512/467-2626
FAX 512/467-2655

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Taco Bell
Nashville Highway
Columbia TN 38401

TACO BELL
ENDEAVOR 2.0

REVISIONS	DATE

PROJECT NO.	2501
CAD FILE	.
DRAWN BY	TO
CHECKED BY	MWH
DATE:	2.16.2026
SCALE:	

AS-4
DUMPSTER ENCLOSURE

DWG OF .

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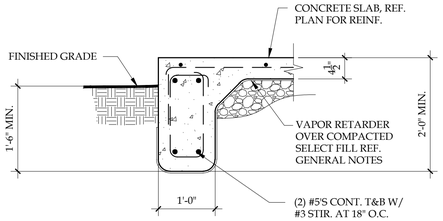
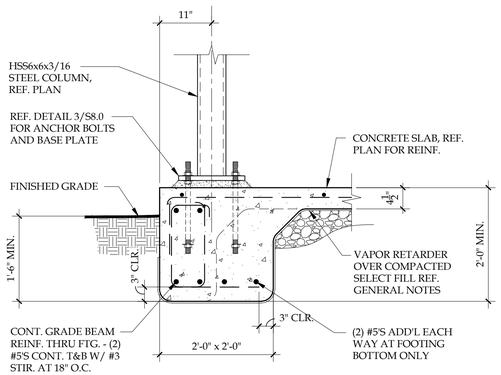


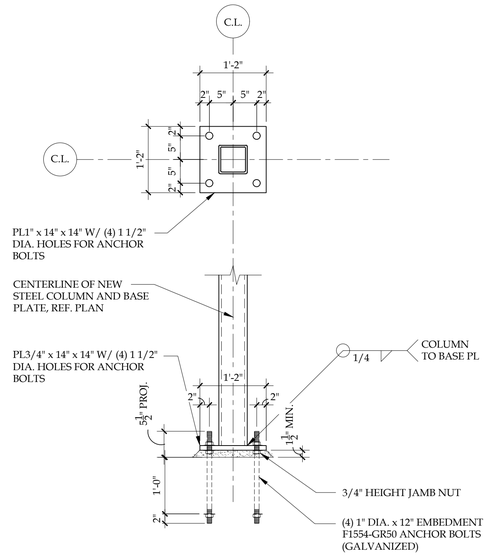
1. SECTION AT PATIO SLAB

3/4" = 1'-0"



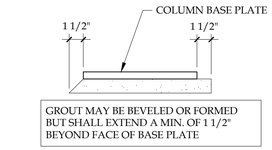
2. SECTION AT CANOPY COLUMN

3/4" = 1'-0"



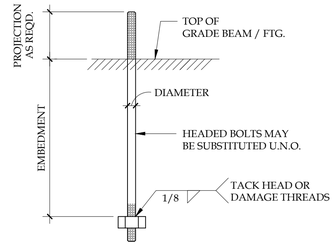
3. BASE PLATE AND ANCHOR BOLT DETAIL

3/4" = 1'-0"



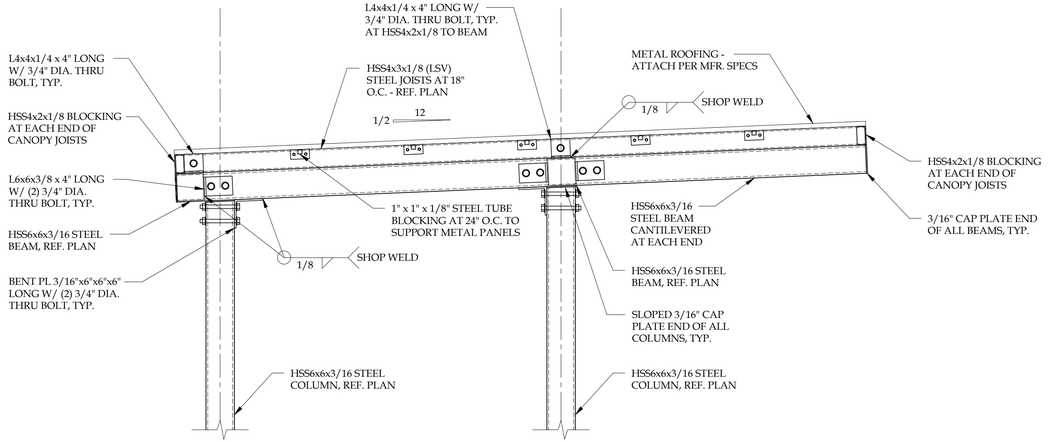
GROUT PLACEMENT

NO SCALE



ANCHOR BOLT DIAGRAM

NO SCALE



4. SECTION THROUGH CANOPY

3/4" = 1'-0"

CANOPY NOTES

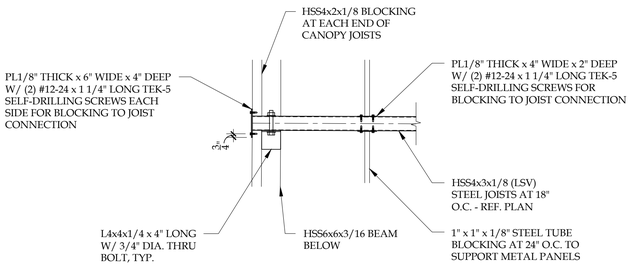
1. ALL SELF DRILLING SCREWS SHALL BE MINIMUM #12-24 x 1 1/4" LONG TEK-5 SELF-DRILLING WITH HEX WASHER HEAD. ALL SCREWS SHALL BE ZINC-PLATED. PROVIDE MINIMUM 3/4" EDGE DISTANCE, TYPICAL.

2. ALL WELDS AT CANOPY CONNECTIONS TO BE DONE IN SHOP WITH 1/8" FILLET WELDS. PROVIDE WELDS ALL AROUND.

3. 22 GAGE MAGNA-LOC 180 ROOF PANELS - ATTACH AT EDGE USING #12 X 3/4" SCREWS AT 6" O.C. AT EDGES AND 12" O.C. AT FIELD WITH NEOPRENE WASHERS - REFER TO MFR. INSTALLATION GUIDE FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

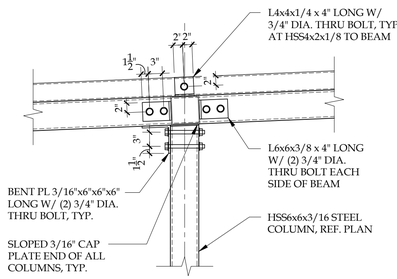
5. BLOCKING TO JOIST CONN.

3/4" = 1'-0"



6. END BLOCKING TO JOIST CONN.

3/4" = 1'-0"



7. COLUMN TO BEAM CONN.

3/4" = 1'-0"

JUSTIN BILLODEAU, P.E.
TN NO. 120934
9901 BRODIE LANE
SUITE 160 PMB 297
AUSTIN, TX 78748
512 328 5353 PHONE

STRUCTURAL ENGINEER:

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JUSTIN BILLODEAU (TN P.E. 120934) ON JANUARY 30, 2026

CONTRACTORS SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ARCHITECT OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE THESE DRAWINGS.

Taco Bell
Nashville Highway
Columbia TN 38401

TACO BELL
ENDEAVOR 2.0

REVISIONS	DATE

PROJECT NO.	26003
CAD FILE	
DRAWN BY	JTB
CHECKED BY	JTB
DATE:	01.30.2026
SCALE:	3/4" = 1'-0"

CANOPY DETAILS

S8.0

DWG 15 OF 15

Honey Farms Taco Bell Preliminary PUD Master Plan

Project #:	26-0029	Location:	2250 Nashville Hwy, Tax Map 51 Parcel 58.07
Applicant:	Palmer Engineering, LLC	Case Type(s):	PUD Master Plan
Staff Planner:	Austin Brass, AICP	Proposed Use:	2,524 SF Taco Bell Restaurant

PROJECT SUMMARY

The applicant seeks approval of a Preliminary Planned Unit Development Master Plan approval for a 2,524 SF Quick Service Restaurant within a PUD-MU District. This proposal is located within the Honey Farms Crossing Development and will enfront Nashville Hwy. The Planning Commission has previously deferred this item due to more clarity on the glazing regarding clear and spandrel glass. The applicant has resubmitted this application indicating clear glass on all elevations where glass is present. In addition, the applicant has removed some upper-level glazing on non-façade elevations with hardie reveal panels. The following bullet points list requested includes deviations that do not comply with the PUD-MU standards of the Zoning Ordinance. Please see applicant response to deviations list in attachments.

- A PUD-MU district does not permit a freestanding sign. The applicant has requested a freestanding monument sign that would meet the signage standards of a general urban (CD-4C) corridor for a freestanding monument sign of 50 SF.
- Glazing (*glass*) is required to be clear glass on all elevations within a PUD-MU district. The applicant has previously requested a deviation from this requirement to utilize spandrel glass in combination with clear glass. The applicant has updated this request to provide clear glazing on all elevations.
- A sidewalk connection has been added along the frontage of the parcel from the 3rd layer parking and includes a sidewalk along the entire width of the property connecting to adjacent uses along Nashville Hwy. An exception to exceed a 24 ft. side setback has been indicated.
- The building design standards include a brick base and cementous siding with a two-story façade design similar to an adjacent quick service restaurant (*McDonalds*) recently approved with a PUD-MU District.
- The Planning Commission is the **recommending body** to City Council for a Preliminary PUD Master Plan per section 8.5.21.K of the Zoning Ordinance that lists the criteria for Planning Commission action. The Planning Commission will be the decision-making authority for the Final PUD Master Plan.

SITE INFORMATION

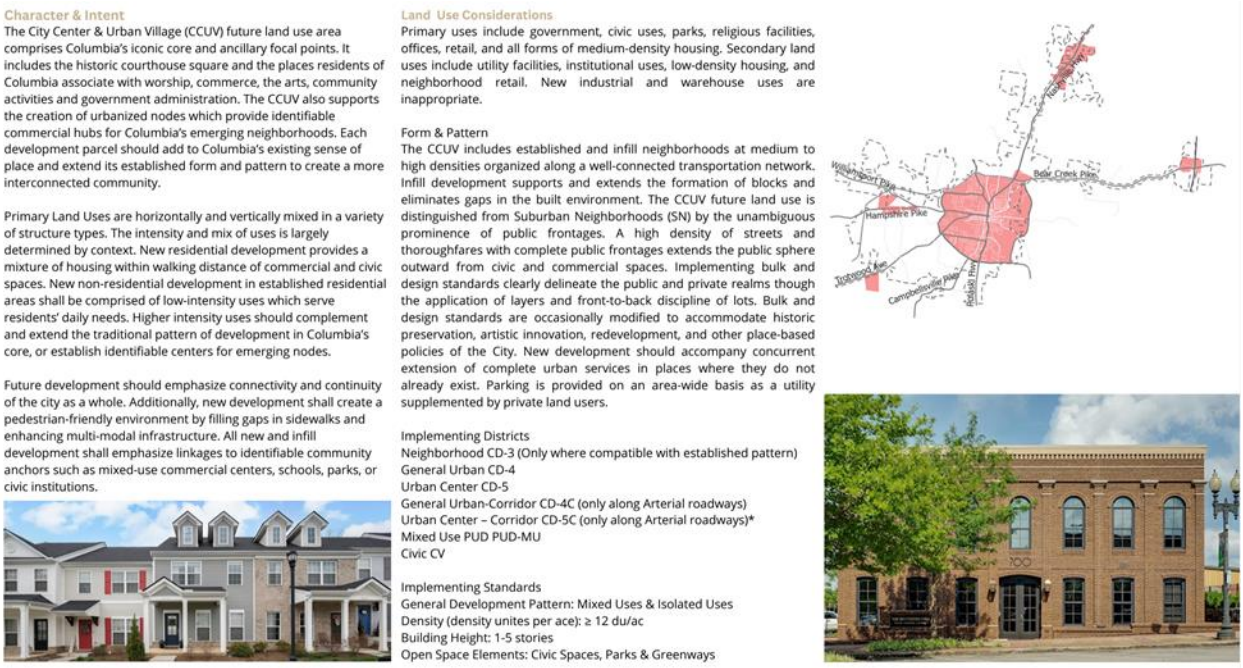
CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
PUD-MU	Vacant Land	Quick Service Restaurant	+ /- 1.2 acres

FUTURE LAND USE MAP (*City Center Urban Village*)

ZONING MAP (PUD-MU)

SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	**Zoning**	**Current Use**
Subject Property	City Center & Urban Village	**PUD-MU**	**Vacant Parcel**
North	City Center & Urban Village	**PUD-MU**	**Commercial (*McDonalds*)**
South	Suburban Neighborhoods	**PUD-MU**	**Vacant (*Future Commercial*)**
East	City Center & Urban Village	**PUD-MU**	**Commercial (*Self-Storage*)**
West	City Center & Urban Village	**CD-2**	**Vacant Parcel**

CONSISTENCY WITH CONNECT COLUMBIA



Character & Intent

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

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

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

Land Use Considerations

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

Form & Pattern

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

Implementing Districts

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

Implementing Standards

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

City Center & Urban Village:

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community. Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low intensity uses which serve residents' daily needs. Higher intensity uses

should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes. Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a Pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions. This request includes a pedestrian connection to adjacent parcels in with a sidewalk that is located within the frontage of the site parallel to Nashville Hwy.

AREA OF CHANGE

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

Activate (City Policies Foster Proactive Change)
Protect (City Policies Minimize Change to Established Land Use)
Facilitate (City Facilitates Orderly Market-Driven Change)

CONFORMITY WITH ZONING ORDINANCE

Landscaping & Tree Inventory/ Buffering:

This site development plan conforms to all internal landscaping standards for parking lot islands and frontage landscaping. In addition, one tree per 50 ft of frontage has been included in addition to all required street screening in the form of a hedge row at the frontage of the site along Nashville Hwy. Furthermore, there is no existing tree cover on the site that would require a tree inventory.

Parking/Loading:

A quick service restaurant has a parking ratio of 1 space per 100 SF. The applicant has proposed 32 spaces which is permitted by the Zoning Ordinance that allows a site parking ratio not to exceed 50% of the maximum requirement. All parking is proposed to be within the 3rd layer of the site as required for parking orientation within a PUD-MU District. A 10' x 50' loading space has been added within the 3rd layer.

Lots, Building Sites & Bulk Standards:

Staff prepared the tables below to demonstrate how the proposed development conforms to the bulk and design standards of the Zoning Ordinance. Table 1 describes applicable bulk standards per the Zoning Ordinance for a PUD-MU character district in which the subject property is zoned. Table 2 describes the design standards of the Zoning Ordinance per § 4.3.1-M of the Zoning Ordinance within a PUD-MU District.

Table 1 (PUD-MU) Mixed Use Planned Unit Development Bulk Standards		
Bulk Standards:	**Required**	**Proposed**
Minimum Lot/ Building Site Width Minimum and Maximum:	18 ft. min/ 180 ft. max	177 ft.
Lot/Building Enfrontment:	Facades must have main entrance in principle of building frontage	The primary entrance is at the façade elevation that enfronts Nashville Hwy. The drive-thru and associated stacking is located within the 3rd layer of the site as required.
Building Height:	2 stories minimum **Subject to adjacent uses in PUD MU per Planning Commission*	2 story façade design
Frontage Buildout:	60% minimum	(*177 ft lot frontage; 82' facade & screening*) 60%

Setbacks:	**Principal Buildings** **Front:** – 0-20 ft. **Side:** – 0' attached, 10 ft-24ft. **Rear:** NR.	**Front:** – 20 ft. **Side:** - **24 ft +** **Rear:** NR

Architectural Design Standards:

Table-2 (PUD-MU) Mixed Use Planned Unit Development Architectural Standards		
Design Standards:	**Required**	**Proposed**
Main Entrance:	Main Entrance must be in Façade of Principal Frontages.	Main entrance enfronts a defined street section (*Nashville Hwy*)
Vertical Composition:	Identifiable Base, Middle, & Cap	The facade includes a defined base, middle, and cap.
Façade Position & Façade Articulation:	Main entrance at façade & position parallel to frontage line. A façade greater than 100' shall be differentiated so that it appears to be comprised of two or more adjacent buildings with separate entrances.	82' building façade to include screening in the form of a hedge screen and screen wall (20%) 106' total frontage buildout.
Façade Openings:	20 ft. or less spacing for windows/doors	Proposed windows and/or doors are spaced 20' apart.
Façade Glazing:	20-60 % non-shopfront, 50% for shopfront, 20% secondary elevations and upper floors	50%, Shopfront façade (1st floor), 20% (2nd floor).
Window Shape:	Square or vertical proportions	All windows are square or vertical proportioned
Window Alignment:	Upper floor windows and other features must be aligned with those of first floor	All windows are ground level with exception to window dormer elements within visible roofline.
Window Types:	Single-hung, double-hung, casement.	All windows adhere to the window type standards as described.
Window Glazing Material:	Clear glass	Clear Glass

Window Trim in 1st Layer:	Min 4 in. trim with sill and top plate/ soldier course above lintel and rowlock course below sill	Elevations contain window trim and rowlock and solider course around window areas where brick is used as a façade material.
Shutters:	Functional to cover half of window width/ shutter dogs	Shutters are not proposed on windows.
Façade Window Sill Height:	5 ft. min above grade (residential only)	N/A (*Commercial uses do not have this requirement*)
Façade Variety:	No façade may exist more than once on a block face or within view of same façade	N/A
Roof Type & Pitch:	Hip/ Gable/ Flat	Flat
Primary Building Materials:	Brick, Fiber Cement Board, Wood, Authentic stucco over masonry	Fiber Cement Board
Foundation Cladding:	Brick or Natural Stone	Brick
Building Colors:	Up to 3 colors, including the natural color of any allowed materials, but excluding trim color.	Does not exceed 3 colors.

REVIEW PROCESS

Section **8.3.3.B.7** of the Zoning Ordinance authorizes the Planning Commission to make "Recommendations to the City Council on a Preliminary Master PUD Development Plan." Sections 8.5.21.B.3 and 8.5.21.K of the Zoning Ordinance establish the criteria for Planning Commission review and action on the proposed Preliminary PUD Master Plan.

8.5.21.B Master PUD Development Plan Approval

3. Without limitation to Section 8.5.21.B.2 above, approval of Rezoning of property to a PUD District, Zoning Text Amendment application related to a PUD, or a Master PUD Development Plan are subject to the Planning Commission's and the City Council's first making formal, written findings regarding each of the items listed in Section 8.5.21.B.2 and that the proposed Development, such applications, and approvals:

> Approval of a Master PUD Development Plan [is] subject to the Planning Commission's and the City Council 's first making formal, written findings regarding each of the items listed that the proposed Development, such applications, and approvals:

a. conforms to all applicable standards and requirements of this Ordinance,
b. would be compatible with other Development permitted under all applicable provisions of this Ordinance;
c. will not significantly interfere with the use and enjoyment of other land in the vicinity;
d. adequately conserve woodland and the protect water courses from erosion and siltation;
e. maximizes safety, convenience, and amenities for the residents and visitors of the Development; and
f. adequately address all such other matters as they may find to have material bearing upon the stated standards and objectives of this Ordinance.

4. Unless specifically exempted, the standards and requirements contained in this Section 8.5.21 shall be in addition to all other applicable standards and requirements established in this Ordinance.

8.5.21.K.1 Planning Commission Action on Preliminary Master PUD Development Plan
Before making any recommendation on a Preliminary Master PUD Development Plan or an amendment to an existing approved Preliminary Master PUD Development Plan, the Planning Commission shall consider the Certificate of Compliance and all recommendations from the Zoning Administrator, the City Engineer, and other City departments, and shall conduct a public hearing.

Section **8.3.2.B.4** directs the City Council to reach a final decision on the preliminary Master PUD Development Plan of a Planned Unit Development. If the City Council approves the Preliminary PUD Master Plan, the applicant will have two years to submit a Final PUD Master Plan. The Planning Commission shall determine whether the Final PUD Master Plan complies with the Preliminary Master Plan (§ 8.5.21.Q)

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The Development Review Committee reviewed the proposed Preliminarily PUD Master Plan at its February 2026 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package and summarized above.

- **Planning** highlighted that application listed deviations that would not meet the base zoning of the PUD-MU standards. The applicant is requesting a freestanding monument sign. The requested deviation to utilize spandrel glass has been corrected to be clear glass.
- **Engineering** noted that this approval is subject to existing traffic study and construction plan approval.
- **Columbia Water** indicated that the water availability letter was issued on **January 20th, 2026,** and remains valid for 120 days. The availability of capacity to serve is based on a determination by the Fire Marshal of fire flow requirements and the information submitted on the Water Service Availability Request application.

SAMPLE MOTIONS

Recommend Approval:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the Rezoning to PUD-MU with Preliminary Planned Unit Development Master Plan as presented *[, subject to technical comments and other conditions presented by planning staff*].

Recommend Approval Subject to Conditions:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the Rezoning to PUD-MU with Preliminary Planned Unit Development Master Plan, subject to the following conditions: [*list conditions of approval crafted by Planning Commission*].

Recommend Denial:

Move to recommend denial of the Rezoning to PUD-MU having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance, are not satisfied [*list specific reasons for denial*].

Defer:

Move to find that there is insufficient information to make a decision, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [*applicant/staff*] provide: [*list additional information*] for review at a future meeting.

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: PUBLIC HEARING - RESOLUTION NO. 26-36 - RESOLUTION SUPPLEMENTING AND AMENDING THE CITY'S MASTER WATER BOND RESOLUTION TO AUTHORIZE THE EXECUTION, TERMS, AND DELIVERY OF A STATE REVOLVING FUND LOAN AGREEMENT IN A MAXIMUM PRINCIPAL AMOUNT OF $75,000,000

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: CPWS has requested City Council approve this low interest financing utilizing the State Revolving Loan to help fund long-range water supply. The required public meeting notice was published in Main Street Maury on Wednesday, April 29, 2026 along with being published on both the City's and CPWS's websites.

CERTIFICATION:

ATTACHMENTS: Staff Report, Resolution No. 26-36, Exhibit A.

RESOLUTION SUPPLEMENTING AND AMENDING THE CITY'S MASTER WATER BOND RESOLUTION TO AUTHORIZE THE EXECUTION, TERMS AND DELIVERY OF A STATE REVOLVING FUND LOAN AGREEMENT IN A MAXIMUM PRINCIPAL AMOUNT OF $75,000,000.

WHEREAS, pursuant to the Act, the City of Columbia, Tennessee (the "City") owns or leases and operates a waterworks system (as more particularly described in the hereinafter defined Master Bond Resolution, the "System"), which is operated on behalf of the City by Columbia Power and Water Systems, and instrumentality of the City ("CPWS"); and

WHEREAS, the City is authorized under the Act to issue its water revenue bonds for the purposes of funding capital improvements to the System; and

WHEREAS, the City Council of the City (the "City Council"), on April 9, 2026, adopted a resolution (the "Master Bond Resolution"), authorizing the issuance from time to time of water revenue bonds upon the adoption by the City Council of a supplemental resolution, providing for the terms of such water revenue bonds; and

WHEREAS, the City Council of the City (the "City Council"), on April 9, 2026, adopted a first supplemental resolution (the "First Supplemental Resolution"), amending the terms of the City's outstanding Water System Revenue Anticipation Notes, Series 2023 and Series 2025 (the "Notes") to identify the Notes as the first series of debt obligations issued pursuant to the terms of the Master Resolution; and

WHEREAS, the City Council of the City (the "City Council"), on April 9, 2026, adopted a second supplemental resolution (the "Second Supplemental Resolution"), authorizing the issuance of a water revenue bond to, and entering into a loan agreement with, the Environmental Protection Agency pursuant to the Water Infrastructure Finance and Innovation Act (the "WIFIA Bond"); and

WHEREAS, the City has determined it is necessary to finance certain capital improvements to the System (as further defined herein, the "Project") and advisable to finance such improvements by entering into a loan agreement (the "SRF Loan Agreement") with the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority; and

WHEREAS, the City Council hereby finds that it is in the best interest of the citizens of the City to adopt this Third Supplemental Resolution (as hereinafter defined) to the Master Bond Resolution for the purpose of authorizing the execution and delivery of the SRF Loan Agreement thereunder; and

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

ARTICLE I.
AUTHORITY; FINDINGS; DEFINITIONS

Section 1.1. Resolution Supplemental to the Master Bond Resolution. This Third Supplemental Resolution is a Supplemental Resolution, as defined in the Master Bond Resolution, providing for the issuance of a series of Bonds thereunder.

Section 1.2. Findings. The City Council hereby finds that financing a portion of the costs of the Project pursuant to the SRF Loan Agreement is advisable because of the advantageous interest rate or rates available to the City under the State revolving fund loan program.

Section 1.3. Definition of Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Master Bond Resolution. The following words and terms as used herein, whether or not capitalized, shall have the following meanings, unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

Act means Tennessee Code Annotated Sections 7-34-101 et seq. and 9-21-101 et seq., as amended.

Authority means the Tennessee Local Development Authority.

Paying Agent means the City Financial Officer of the Board or such other officer of the City or the Board as may be designated by the Mayor.

Project means those capital improvement projects described in the SRF Loan Agreement and all costs related thereto which are permitted by the Act and the SRF Loan Agreement to be financed with the proceeds thereof.

Master Bond Resolution has the meaning ascribed in the preamble.

Revolving Fund Loan Act means Tennessee Code Annotated Sections 68-221-1201 et seq.

SRF Loan Agreement means that certain Loan Agreement among the City, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority, the form of which is attached hereto as Exhibit A.

Third Supplemental Resolution means this Supplemental Resolution, which is the third resolution supplemental to the Master Bond Resolution.

ARTICLE II.
AUTHORITY AND PLEDGE OF PLEDGED COLLATERAL

Section 2.1. Authority. For the purposes of financing a portion of the costs of the Project, the City shall execute, issue and deliver the SRF Loan Agreement in a principal amount not to exceed $75,000,000, all pursuant to, and in accordance with, the provisions of the Act, the Master Bond Resolution and other applicable provisions of law.

Section 2.2. Pledge of Pledged Collateral. The SRF Loan Agreement shall be payable from and secured by the Pledged Collateral, as set forth in the Master Bond Resolution, on parity with the Notes and the WIFIA Bond.

Section 2.3. Not an Additionally Secured Series. The SRF Loan Agreement shall not be an Additionally Secured Series.

ARTICLE III.
FORM AND TERMS OF WIFIA LOAN AGREEMENT AND SERIES 2026 BOND

Section 3.1. Authorized Principal Amount. The principal amount borrowed by the City pursuant to the SRF Loan Agreement shall not exceed $75,000,000. Disbursements of proceeds of the SRF Loan Agreement shall be made upon draws of such proceeds by the City, as needed, pursuant to the terms of the SRF Loan Agreement.

Section 3.2. Form of SRF Loan Agreement. The SRF Loan Agreement shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate variations, omissions, and insertions as may be approved by the Mayor, in consultation with the City Financial Officer of the Board.

Section 3.3. Principal and Interest Rates and Payments. Principal of and interest on the SRF Loan Agreement shall be payable at the times and in the amounts set forth in the SRF Loan Agreement. The interest rate on the SRF Loan Agreement shall be the rate established by the Authority pursuant to the terms of the SRF Loan Agreement. Because principal and interest on the SRF Loan Agreement are payable on a monthly basis, the City shall not be required to make deposits to the Debt Service Fund with respect to the SRF Loan Agreement but shall instead make debt service payments on the SRF Loan Agreement at the same time as deposits are made to the Debt Service Fund with respect to other series of Bonds issued under the Water and Sewer Bond Resolution.

Section 3.4. Prepayment. The SRF Loan Agreement may be prepaid in accordance with its terms.

ARTICLE IV.
PAYING AGENT AND BOND REGISTRAR

The City hereby authorizes and directs the Paying Agent to serve in the capacity as paying agent and as Bond Registrar for the SRF Loan Agreement and to maintain registration records with respect thereto, to give all notices of prepayment as required, to make all payments of principal and interest with respect thereto, and to furnish the City at least annually an audit confirmation of payments made and Outstanding with respect to the SRF Loan Agreement, all in accordance with the terms of the SRF Loan Agreement.

ARTICLE V.
MISCELLANEOUS

Section 5.1. Miscellaneous Acts. The appropriate officers of the City are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, notices, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Second Supplemental Resolution, or any of the documents herein authorized and approved, or for the authorization, execution, issuance, and delivery by the City of the SRF Loan Agreement.

Section 5.2. No Recourse Under Resolution or SRF Loan Agreement. All stipulations, promises, agreements, and obligations of the City contained in the Master Bond Resolution or this Third

Supplemental Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the City and not of any officer, director, or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the SRF Loan Agreement for any claim based thereon or on the Master Bond Resolution or this Third Supplemental Resolution against any officer, director, or employee of the City or against any official or individual executing the SRF Loan Agreement.

Section 5.3. Partial Invalidity. If any one or more of the provisions of this Second Supplemental Resolution, or of any exhibit or attachment hereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment hereto, but this Second Supplemental Resolution, and the exhibits and attachments hereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 5.4. Conflicting Resolutions Repealed. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Third Supplemental Resolution is not intended to supersede or conflict with that certain resolution adopted on the date hereof and authorizing the execution and delivery of the SRF Loan Agreement (the "SRF Authorizing Resolution"), but is instead intended to accompany the SRF Authorizing Resolution and identify the SRF Loan Agreement as a series of Bonds under the Master Bond Resolution.

Section 5.5. Effective Date. This Second Supplemental Resolution shall take effect from and after its adoption, the welfare of the City requiring it.

Adopted and approved this ____ day of _____, 2026:

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

[SEAL]

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

EXHIBIT A

FORM OF SRF LOAN AGREEMENT

(ATTACHED)

49932063.1

EXHIBIT A

FORM OF SRF LOAN AGREEMENT

(ATTACHED)

Department of Environment & Conservation

VIA EMAIL

April 21, 2026

Chaz Molder, Mayor
City of Columbia, Columbia Power and Water System
201 Pickens Lane
Columbia, Tennessee 38402

RE: Encumbrance Letter – Drinking Water State Revolving Fund Loan 2024-10571; Columbia Power and Water System

Dear Mayor Molder:

The Tennessee Department of Environment and Conservation (TDEC), through its Drinking Water State Revolving Fund (DWSRF) Program, is pleased to issue this Encumbrance Letter to Columbia Power and Water System in support of the city's long-term drinking water system improvements.

TDEC recognizes the critical importance of these projects to the health, safety, and economic vitality of the community. In support of this critical infrastructure investment, the DWSRF hereby encumbers seventy-five million dollars ($75,000,000) for the Water Treatment Plant Expansion subject to compliance with all applicable federal and state regulations.

1. Conditions of Encumbrance

The DWSRF hereby encumbers the funds identified above for Columbia Power and Water System contingent upon satisfaction of the following:

1. Timely submission of annual financial audits to the State of TN Comptroller's office;
2. Demonstrated ability to manage debt service via an SRF financial sufficiency review;
3. TDEC approval of engineering design plans and environmental reviews, if applicable;
4. Continued availability of funds within the DWSRF at the time of loan closing.

2. Encumbrance Package

Columbia Power and Water System is now authorized to move forward with the loan process. Using the attached Public Meeting Guidance, conduct the required public meeting(s) and pass an Authorizing Resolution. A resolution template is provided for reference but is not required. Then, return all required documentation to SRF by uploading it into the GMS Current Documents tab of the CPWS application (2024-10571).

3. Loan Terms

If all conditions are met, the borrower can expect an agreement with the following loan terms. The loan agreement **is not considered to be executed** until it is presented to the Tennessee Local Development Authority (TLDA) board, approved and signed by all parties. **No funds can be spent prior to loan execution.**

The proposed loan terms:

- **Interest Rate:** 3.06%
- **Repayment Period:** 30 years
- **Principal Forgiveness:** none ($0)
- **Security:**
    - **Towns, Cities, and Counties**
      Security is provided through user fees and/or ad valorem taxes in the form of pledged State-Shared Taxes equal to maximum annual debt service.
    - **Utility Districts and Commissions**
      Security is provided through user fees and a required security deposit equal to maximum annual debt service.
    - **Estimated Annual Debt Service:** $3,824,730 (*subject to change upon loan execution*)

DWSRF loans are subject to, but not limited to, the following general contract terms and conditions:

- Compliance with all applicable federal and state requirements, including:
    - Davis-Bacon Act labor standards,
    - American Iron and Steel provisions, and
    - Build America, Buy America Act
- Disbursement Method: Cost-reimbursement basis upon approval of eligible expenses by DWSRF
- Timely and expeditious use of funds, including:
    - Loan borrowers will be required to draw on an issued SRF loan within the first six months of award,
    - Loans may be subject to closure if disbursements aren't submitted in a timely manner, at least quarterly,
    - Borrowers with more than one loan must work to complete and move into repayment for the initial loan prior to SRF executing a companion loan.

4. Term of Encumbrance

This Encumbrance Letter shall remain valid for **sixty (60) days** from the date of issuance. TDEC reserves the right to amend, withdraw, or adjust this commitment based on project progress, compliance status, or funding availability. Extensions may be granted upon written request and TDEC approval.

TDEC values its ongoing partnership with Columbia Power and Water System and acknowledges your commitment in advancing a sustainable, resilient, and high-quality drinking water system for the residents and businesses of Tennessee. We look forward to working closely with your team to deliver this vital investment.

Sincerely,

Vena Jones, P.G., Manager
State Revolving Fund & Water Infrastructure Grants
Tennessee Department of Environment and Conservation
Division of Water Resources
Drinking Water State Revolving Fund Program

DRINKING WATER STATE REVOLVING FUND PROJECT
LOAN AGREEMENT
APPLICANT NAME
LOAN NUMBER

This Loan Agreement is entered into by and between the State of Tennessee, acting through the Department of Environment and Conservation (the "Department") and the Tennessee Local Development Authority (the "Authority"), and the (insert name of entity) (the "Borrower"), which is an entity authorized to own, operate, and manage a water system or systems. The purpose of this Loan Agreement is to provide the financing of all or a portion of a water facility by the Borrower. The Borrower applied for financing on (insert date of application), and such application is hereby incorporated into this Loan Agreement.

1) DEFINITIONS.

Unless the context in this Loan Agreement indicates another meaning, the following terms shall have the following meaning:

a) **"Act"** means the Drinking Water Revolving Loan Fund Act of 1997, Tenn. Code Ann. §§ 68-221-1201 to -1207, as amended, and rules and regulations promulgated thereunder;

b) **"Administrative fee"** means the fee to be collected by the Authority for administration of the loan in accordance with the Act

c) **"Agreement"** means this Loan Agreement providing financing for the Project from the Fund;

d) **"Equivalency Project"** means a Project(s) having a Project Cost(s) in an amount equal to the funds directly made available by a United States Environmental Protection Agency ("EPA") capitalization grant, making the funding for those Project(s), "federal funds" or "federal financial assistance," in certain contexts.

e) **"Facility"** means a water system;

f) **"Facilities Plan"** means a planning document prepared before a detailed design that: identifies the need for the Project; evaluates reasonable alternatives to address that need; and analyzes the feasibility, cost, and potential environmental impacts of the Project.

g) **"Fund"** means the drinking water revolving loan fund created by the Act;

h) **"Initiation of Operation"** means the date when all but minor components of the Project have been built, all treatment equipment is operational, and the Project is capable of functioning as designed and constructed;

i) **"Obligations"** means bonds, notes, and any other evidence of indebtedness lawfully issued or assumed by the Borrower;

j) **"Pre-award Costs"** are eligible costs incurred prior to the effective date of the Agreement directly pursuant to the negotiation and in anticipation of the Agreement where such costs are necessary for efficient and timely performance of the scope of work for the Project.

k) **"PRL"** means the Priority Ranking List, which is the Department's official, annually updated list ranking all submitted drinking water infrastructure projects according to their priority score.

l) **"Project"** means the activities or tasks concerning a facility described in the application submitted by the Borrower to be financed pursuant to this Agreement;

m) **"Project Budget**" means the detailed, approved cost estimates of all eligible costs associated with the Project funded by this Agreement. The Project Budget must have been submitted by the Borrower as part of its loan application and approved by the Department.

n) **"Project Cost"** means the total amount of funds necessary to complete the Project;

o) **"Project Loan"** means the funds loaned from the Fund to finance the Project and, except for principal forgiven, if any, required to be repaid pursuant to this Agreement;

p) **"Revenues"** means all income received or receivable by the Borrower from the Project, including, but not limited to:

i) Fees, rents, tolls, rates, rentals;
ii) Interest earnings;
iii) Other charges related to the water system;
iv) Income from agreements with utilities, local governments, local government instrumentalities, the state, state or federal agencies for the use of or in connection with the water system; or
v) all other charges, income, or receipts levied and collected in connection with the operation of the water system.

q) **"State"** means the state of Tennessee acting through the Department and the Authority, jointly or separately, as the context requires;

r) **"SRF"** mean, collectively, the state of Tennessee's clean water and drinking water state revolving funds;

s) **"State-Shared Taxes"** has the meaning established by Tennessee Code Annotated section 4-31-102(20), as amended; and

t) **"Unobligated State-Shared Taxes"** means State-Shared Taxes which have not been pledged or applied to any other prior indebtedness.

2) PROJECT.

a) **Description.**
The description of the Project is as described in the application submitted by the Borrower.

b) **Funding Sources.**
The Borrower estimates the total Project Cost to be ($numerical dollar amount) which is expected to be funded as follows:

Project Loan (less principal forgiveness, if applicable)	$
Principal Forgiveness (if applicable)	$
Local Funds	$
Other Funds	$
TOTAL	$

c) **Type of Project. (Please check one)**

i) ☐Planning. (Project schedule is required)
The following project schedule is established:
(1) Submission of facilities plans on or before (insert date).

ii) ☐Planning and Design. (Project schedule is required)
The following project schedule is established:
(1) Submission of facilities plans on or before (insert date).
(2) Submission of engineering plans and specifications on or before (insert date).

iii) ☐Planning, Design, and Construction. (Project schedule is required)
The following project schedule is established:
(1) Submission of engineering plans and specifications on or before (insert date).
(2) Start construction on or before (insert date).
(3) Initiate operation on or before (insert date).
(4) Complete construction on or before (insert date).

iv) ☐Construction Only. (Project schedule is required)
The following project schedule is established:
(1) Submission of engineering plans and specifications on or before (insert date).
(2) Start construction on or before (insert date).
(3) Initiate operation on or before (insert date).
(4) Complete construction on or before (insert date).

The Borrower may request in writing that the Department amend the Project schedule for good cause.

The written request to amend the Project schedule above should be submitted to the Department at least 60 days prior to the end date of the milestones established above. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended Project schedule.

Failure to adhere to the Project schedule established above or secure an amended Project schedule from the Department will constitute a breach of contract, and may result in any or all of the following: loss of principal forgiveness, loss of interest rate reduction, or cancellation of the loan. The Department may also pursue any and all other applicable legal remedies.

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d) **Land Ownership, Easement, Right-of-Way, and Right of Access.** Before plans and specifications for a construction loan will be approved by the Department, the Borrower must own any required interests in real property or written permissions required by law for the specific Project.

☐By checking this box, the Borrower certifies that all property, easements, rights-of-way, or access rights necessary to construct the Project are owned or, in the case of right-of-way or access rights, are permitted for use by the Borrower.

☐By checking this box, the Borrower certifies that it has acquired or has entered into condemnation proceedings for all real property including easements and rights-of-way that are or will be required for the construction (erection, extension, modification, addition), operation, and maintenance of the Project funded under this Agreement.

3) PROJECT FILES.

The State and the EPA shall have access to the official project files and job site.

4) ASSET MANAGEMENT PLAN REQUIREMENTS

The Borrower must develop or certify it has developed an Asset Management Plan (AMP) that includes:

a) an inventory of critical assets that are a part of the Facility;

b) an evaluation of the condition and performance of inventoried assets or asset groupings;

c) a certification that the Borrower has evaluated and will be implementing water and energy conservation efforts as part of the Project; and

d) a plan for maintaining, repairing, and as necessary, replacing the Facility and a plan for funding such activities; or

e) ☐By checking this box, the Borrower certifies that an AMP will be developed and implemented for the Facility that is proposed for repair, replacement, or expansion.

f) ☒By checking this box, the Borrower certifies that an AMP has been developed and implemented for the Facility that is proposed for repair, replacement, or expansion.

The AMP must be completed by a notice to proceed to start construction activities. The State and/or the EPA shall have access to the AMP for review upon the first interim construction inspection site visit.

5) LOAN.

a) **Loan and use of proceeds.**

The State shall lend to the Borrower from funds available in the Fund an aggregate principal amount not to exceed (insert amount) to bear interest as described in (b) below. The Project Loan shall be used by the Borrower for completion of the Project and, if construction is

included, in accordance with engineering plans and specifications and special conditions, approved and required by the Department and hereby incorporated into this Agreement.

b) **Interest rate.**
The rate of interest for this Project Loan is (insert rate), which is the rate approved by the Authority at the meeting at which this Project Loan was approved and stated on the payment schedule which is incorporated into and attached to this Agreement.

c) **Administrative fee.**
The Authority shall collect a fee equal to eight basis points of the total Project Loan, where one basis point is equal to one-hundredth of one percent (0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount as stated on the payment schedule.

d) **Payment schedule.**
The Borrower expressly agrees to make all payments of principal and interest in accordance with the payment schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the payment schedule shall not be deemed to be an amendment of this Agreement.

6) REPAYMENT OF PROJECT LOAN.

a) **Payments.**

i) The Borrower promises to repay to the order of the State the Project Loan plus interest, payable in installments on the 20th day of each month in accordance with the payment schedule established by the Authority and attached to this Agreement. The payment schedule will require payments of interest to begin only after the first disbursement. The payment schedule will require repayments of principal to begin the earlier of:

(1) Within 90 days after Initiation of Operation of the Project for construction loans or within 2 years of loan approval for planning and design loans;

(2) Within 120 days after 90% of the Project Loan has been disbursed;

ii) Notwithstanding any other terms in this Agreement, the Authority may agree in the instance of a newly created Facility, regionalization of Facilities, consolidation of Facilities, or for other good cause shown to defer the commencement of principal repayment for no more than one year after Initiation of Operation of the Project. To apply for this deferment, the Borrower shall submit to the Department and the Authority its request and reasoning. Such grant of a deferment is in the Authority's sole discretion, in consultation with the Department.

b) **Reduction.**

i) The Project Loan, and the required payments made pursuant to the payment schedule, shall be reduced to reflect:

(1) Funding not listed in Section 2(b) which subsequently becomes available; or

(2) The amount actually disbursed by the State to the Borrower pursuant to the Agreement as the Project Loan.

ii) If any of the conditions set out in Section (b)(i) occur, a new payment schedule reflecting such changes shall be submitted to the Borrower to be attached to this Agreement, superseding any previous schedules.

c) **Prepayment.**
The Borrower, at its option, may prepay all or any portion of the Project Loan.

d) **Principal Forgiven.**
A portion of the original principal amount of the Project Loan may be forgiven by the State. The principal forgiven shall be (insert %) of the original principal amount of the Project Loan, or if the full original amount of the Project Loan is not used, then (insert %) of the amount of the Project Loan actually disbursed. Notwithstanding any other terms in this Agreement, no interest shall accrue on the amount of principal forgiven pursuant to this Section.

7) DISBURSEMENT OF PROJECT LOAN.

a) **Payment Methodology.**
The Borrower shall receive disbursements of the Project Loan only for actual, reasonable, and necessary costs based upon the current approved Project Budget, not to exceed the Project Loan amount. Upon progress toward the completion of the Project, the Borrower shall submit disbursement requests, including invoices and supporting documents of actual expenditures, prior to any reimbursement of allowable costs.

b) **Disbursement Request Requirements.**
The Borrower shall request disbursement from the State no more often than monthly, and no less often than quarterly, with all necessary supporting documentation. Each disbursement request shall be sent electronically to the contact below and shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):

i) Addressed to:
Department of Environment and Conservation
State Revolving Fund Loan Program

ii) Via Email: SRF.Payments@tn.gov

iii) Reference Number (assigned by the Borrower).

iv) Date.

v) Period to which the disbursement request is applicable.

vi) Project Loan Number (assigned by the Department).

vii) Borrower Name.

viii) Borrower Tennessee Edison Registration ID Number Referenced in Preamble of this Agreement.

ix) Borrower Remittance Address.

x) Borrower Contact for Invoice Questions (name, phone, or email).

xi) Itemization of Disbursement Requested for the Disbursement Period— must detail, at minimum, all of the following:
   i. The amount requested by Project Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
   ii. The amount disbursed by Project Budget line-item to date.
   iii. The total amount disbursed under the Project Loan to date.
   iv. The total amount requested (all line-items) for the Disbursement Period.

c) **Additional Disbursement Requirements.:**

i) A disbursement request shall not include any request for future expenditures.

ii) The Borrower may request disbursements for eligible expenditures incurred during the period of performance, which is [DATE] to [DATE].

iii) Disbursement requests must begin on or before (insert date six months from Agreement start date).

iv) The Borrower may request Pre-award Costs; however, such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Agreement and are compliant with the following:
   (1) The Project appears on the PRL as a planning, design, and construction loan.
   (2) The Borrower has provided a budget establishing fees for SRF-eligible professional services.
   (3) The Borrower followed all applicable procurement requirements.

   If charged to the Agreement, costs must be charged to the initial budget period of the award, unless otherwise specified by the EPA or the State.

v) **Planning Loans Only**
   (1) The maximum allowable disbursement is 80% of the loan until a Facilities Plan is **received** by the Department.
   (2) The maximum allowable disbursement is 90% of the loan until a Facilities Plan is **approved** by the Department.

vi) **Planning and Design Loans Only**
   (1) The maximum allowable disbursement is 80% of the planning fees until a Facilities Plan is **received** by the Department.

(2) The maximum allowable disbursement is 90% of the planning fees until a Facilities Plan is **approved** by the Department.
(3) The maximum allowable disbursement is 80% of the Design Loan or design fees until plans and specifications are **received** by the Department.
(4) The maximum allowable disbursement is 90% of the Design Loan or design fees until plans and specifications are **approved** by the Department.

d) **Budget Line-items.**
Expenditures and disbursements shall adhere to the Project Budget. Any increases or decreases within the Project Budget's grand total amounts shall require the Borrower to submit a request to amend the Project Budget and receive approval from the Department.

e) **Travel Compensation.**
Disbursement to the Borrower for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Project Budget funding for said disbursement.

f) **Procurement**.
If other terms of this Agreement allow disbursements for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Borrower shall maintain documentation for the basis of each procurement for which a disbursement is made pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision to use of a non-competitive procurement.

g) **Retainage**.
i) All construction contracts for the Project may provide for the withholding of retainage in compliance with Tennessee Code Annotated sections 66-34-101 to -104.

ii) The State will not disburse Loan Funds to cover contractor retainage unless the Borrower is disbursing retainage to an escrow account and provides proof of the deposit, or until the Borrower provides proof that it paid retained funds to the contractor.

h) **Request for Disbursement as Certification.**
Each request by the Borrower for disbursement of the Project Loan shall constitute a certification by the Borrower that all representations made in this Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or to repay the Project Loan plus interest have occurred since the date of this Agreement unless specifically disclosed in writing by the Borrower in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the State.

i) **Payment Certification.**
After the Department has certified and the Authority has approved a request for disbursement, the Authority will disburse the Project Loan during the progress of the Project. Each disbursement shall be by electronic funds transfer, or such other form of payment as specified in the payment schedule and shall be equal to that portion of the unpaid principal amount incurred to the date of the Borrower's request for disbursement. The amount of any principal forgiven shall be allocated on a pro-rata basis to each disbursement made.

j) **90% of the Project Loan.**
No more than 90% of the Project Loan shall be paid to the Borrower prior to:
(1) the completion of Project construction;
(2) the facilities constituting the Project being, in the opinion of the Department, in proper operation; and
(3) the Department approving the Project. Following approval of the Project by the Department, the remaining 10% of the Project Loan may be paid to the Borrower. Provided, however, that if this Project Loan is for planning or planning and design, payments may be made prior to the completion of construction of the Project for the full amount of costs associated with the planning or planning and design.

8) ADDITIONAL FUNDING REQUEST.

a) **Increase in Project Loan.**
If the final Project Cost is greater than estimated in Section 2(b), then the Project Loan may be increased by an amendment, or a separate companion or supplemental loan agreement, executed by the parties to this Agreement if the following conditions are fulfilled:

i) Amounts in the Fund are authorized and available for such increase;
ii) The increased Project Loan otherwise meets the applicable statutory requirements and the rules adopted thereunder; and
iii) Such increase in this Project Loan does not result in any violation or breach of any contract, resolution, or ordinance of the Borrower.

b) **Loan Number and Interest Rate.**
If Borrower's additional funding request is approved, a companion or supplemental loan will be issued with a new loan number and the current interest rate will be applied.

c) **Repayment.**
If the Borrower receives additional SRF funding through a separate companion or supplemental loan, the Borrower shall be required to request disbursements sufficient to trigger repayment of each prior loan, in the order such loans were awarded, before the Borrower can request disbursements under a subsequent loan.

d) **Other Amendments and Modifications.**
Any other amendment or modification of this Agreement must first be approved by the Authority and must be in writing executed by the parties to this Agreement.

9) DEFAULT OR DELAY OF PROJECT PERFORMANCE.

a) **Notice of Default or Delay**

The Borrower shall provide written notice to the Department within 30 days of becoming aware of any event that prevents or causes the default or delay in the performance of its obligations under this Agreement. The written notice should describe in reasonable detail the nature of the default or delay and any efforts, workaround plans, alternative sources, or other means being conducted to resume performance. Regardless of whether the Borrower provides notice or not, if the Borrower's failure to perform is longer than 180 days, the Department may, upon notice to Borrower: (a) cancel principal forgiveness; or (b) cancel the loan funding, in whole or in part, and place the loan in repayment. The Borrower may reapply for another SRF loan if the Department and the Authority, in their sole discretion, determine that a new SRF loan made to the Borrower would not encounter additional defaults or delays.

b) **Unilateral Repayment or Default**
If a Project Loan becomes eligible for disbursement, and a Borrower fails to submit a disbursement request within one year of the start of such eligibility, the Department may unilaterally place the Project Loan into repayment and/or consider the Borrower to be in breach of this Agreement. This requirement applies to each Agreement for a Project Loan for the Project.

10) TERMINATION FOR CONVENIENCE.

The State may terminate this Project Loan without cause for any reason. A termination for convenience shall not be a breach of this Agreement. The State shall give the Borrower at least 30 days' written notice before the effective termination date. The Borrower shall be entitled to disbursement of loan funds for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Borrower for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Borrower shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount from the State for its exercise of its right to terminate this Agreement for convenience. The Borrower shall remain responsible for repayment of Project Loan funds disbursed. The repayment schedule and the Borrower's obligation to pay shall survive the termination of this Agreement.

11) TERMINATION FOR CAUSE.

If the Borrower fails to properly perform its obligations under this Agreement, or if the Borrower violates any terms of this Agreement, the State shall have the right to immediately terminate this Agreement and withhold payments in excess of approved disbursements for completed services. Notwithstanding the exercise of the State's right to terminate this Agreement for cause, the Borrower shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Agreement by the Borrower.

12) REPRESENTATIONS AND PLEDGES OF BORROWER.

The Borrower hereby represents, agrees, and covenants with the State as follows:

a) To construct, operate, and maintain the Project in accordance, and to comply, with all applicable federal and state statutes, executive orders, rules, regulations, guidelines, and loan conditions, including, but not limited to, those set forth on Attachment A of this Agreement;

b) To comply with:

   i) The Project schedule, engineering plans and specifications, and any and all special conditions established and/or revised by the Department; and

   ii) Any special conditions established and/or revised by the Authority including, but not limited to, the Authority's "State Revolving Fund Policy and Guidance for Borrowers" last revised November 24, 2025, with any amendments made as of the date of execution of the Project Agreement, the terms and conditions of which are adopted by reference as if fully set forth herein;

c) To commence operation of the Project on its completion and not to contract with others for the operation and management of, or to discontinue operation or dispose of, the Project without the prior written approval of the Department and the Authority;

d) To provide for the Borrower's share of the cost of the Project;

e) To advise the Department before applying for federal or other state assistance for the Project;

f) To establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to cause to be made an annual audit acceptable to the Comptroller of the Treasury of the financial records and transactions covering each fiscal year; and to furnish a copy of such audit to the Authority. In the event of the failure or refusal of the Borrower to have an annual audit prepared, then the Comptroller of the Treasury may appoint an accountant or direct the Department of Audit to prepare an audit at the expense of the Borrower;

g) To provide and maintain competent and adequate engineering supervision and inspection of the Project to ensure that the construction conforms with the engineering plans and specifications approved by the Department;

h) To abide by and honor any further guarantees or granting of security interests as may be required by the State which are not in conflict with state or federal law;

i) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;

j) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part;

k) The Borrower is subject to the jurisdiction of the Tennessee Board of Utility Regulation, (the "Board") Tennessee Code Annotated sections 7-82-701 to 710. If the Authority, in its sole discretion, determines that the Borrower's obligations under this Agreement have been or may be impaired, the Authority may refer the Borrower to the Board. In the event of default under this Agreement, the Authority shall refer the Borrower to the Board. In such event, the

Borrower covenants, to the extent permitted by law, to request advisory technical assistance from the Board and to request that the Board propose any and all management, fiscal and/or rate changes necessary to enable the Borrower to fulfill its obligations to the Authority under this Agreement. The Borrower agrees to supply the Board with any information that the Board may request in connection with its analysis of the Borrower's system. The Borrower agrees that it will implement any and all technical, management, fiscal and/or rate changes recommended by the Board and determined by the Authority to be required for the Borrower to fulfill its obligations to the Authority under this Agreement.

Towns, Cities, and Counties Only.

l) To receive the approval of the Authority prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be on parity or superior to the lien position created under this Agreement;

m) To notify the Assistant Secretary to the Authority in writing prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be subordinate to the lien position created under this Agreement;

n) To receive the approval of the Authority prior to pledging or encumbering the Borrower's State-Shared Taxes;

Private Utilities, Utility Districts, & Commissions Only.

o) To establish and collect, and to increase user fees and charges sufficient to meet a 1.20X debt service coverage to net revenues. Net revenues are gross earnings, fees and charges, less current expenses. Current expenses are those incurred in the operation of the system, determined in accordance with generally accepted accounting principles, including the reasonable and necessary costs of operating, maintaining, repairing, and ensuring the system, salaries, wages, cost of material and supplies, and insurance premiums, but shall specifically exclude depreciation and debt service payments;

p) No additional debt payable from Revenues will be issued or entered into unless:

   i) Prior approval is received from the Authority;
   ii) The annual audit required by the terms of this Agreement for the most recent fiscal year has been delivered within six months after the end of such fiscal year;
   iii) The terms of this Agreement are met for the most recent fiscal year;
   iv) The net revenues of the system for the next three fiscal years ending after the issuance of the additional debt will be sufficient to comply with the terms in this Agreement; and
   v) The Borrower has adopted a revised schedule of rates and fees and taken action to put such revisions in effect at or prior to the issuance of the additional debt.

13) SECURITY AND DEFAULT.

a) **Towns, Cities, and Counties Only.** As security for payments due under this Agreement, the Borrower pledges users' fees, and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Borrower covenants

to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess. The Borrower further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Borrower under this Agreement.

As further security for payments due under this Agreement, the Borrower pledges and assigns subject to the provisions herein its Unobligated State-Shared Taxes in an amount equal to the maximum annual debt service requirements under this Agreement. If the Borrower fails to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail a written notice of such failure to the Borrower within five days of such failure and the Authority shall suspend making disbursements until such delinquency is cured. If the Borrower fails to cure payment delinquency within 60 days of the receipt of such notice, such failure shall constitute an event of default under this Agreement and, in addition, the Authority shall notify the Commissioner of Finance and Administration of the State of Tennessee of the default of the Borrower and the assignment of Unobligated State-Shared Taxes under this Agreement. Upon receipt of such notice, the Commissioner shall withhold such sum or part of such sum from any State-Shared Taxes which are otherwise apportioned to the Borrower and pay only such sums necessary to liquidate the delinquency of the Borrower to the Authority for deposit into the fund. Borrower acknowledges that it has no claim on State-Shared Taxes withheld as permitted under this Agreement.

If the Borrower breaches any other provision of this Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Borrower within 30 days of the Authority learning of such breach. The Borrower's failure to cure the breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Agreement.

b) **Private Utilities, Authorities, Utility Districts, and Commissions Only.** As security for payments due under this Agreement, the Borrower pledges user fees and charges, and covenants and agrees that it shall increase such fees and charges as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Borrower further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Borrower under this Agreement.

Prior to the first disbursement of funds under this Agreement, the Borrower will deposit with the Authority an amount of funds equal to the maximum annual debt service (the "Security Deposit"). The amount of the Security Deposit will be adjusted to reflect adjustments in the payment schedule. The Authority will credit the Borrower with interest earnings on the Security Deposit on at least an annual basis pursuant to policy of the Authority.

As further security for payments due under this Agreement, the Borrower pledges, and assigns, subject to the provisions herein, any funds due to the Borrower from the State.

If the Borrower fails either to fully fund the Security Deposit as provided above or to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail written notice of such failure to Borrower within seven days of such failure and the Authority shall suspend making disbursements until such delinquency is cured. If

Borrower fails to cure payment delinquency within 15 days of the receipt of such notice, such failure shall constitute an event of default under this Agreement, and in addition, the Authority shall apply from the Security Deposit only the funds necessary to liquidate the amount of the delinquency of Borrower to the Authority as of that date. If the funds deposited in the Security Deposit are not sufficient to cure the delinquency, the Authority shall notify the Commissioner of Finance and Administration, and the Commissioner shall withhold such amount from any funds otherwise due to the Borrower from the State and pay such amount to the Authority for deposit into the Fund. The Borrower acknowledges that it has no claim on such funds withheld or paid over as permitted under this Agreement. The Borrower shall replenish the Security Deposit within 60 days from any withdrawal of funds from that account by the Authority to liquidate the delinquency as provided above. Failure to replenish the Security Deposit within 60 days shall constitute an event of default under this Agreement.

If the Borrower breaches any other provision of this Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Borrower within 30 days of the Authority learning of the breach. The Borrower's failure to cure any breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Agreement.

c) **Applicable to ALL.** Upon an event of default, the Authority may declare all unpaid principal and interest to be immediately due and payable as well as pursue all available legal and equitable remedies. The Borrower shall be responsible for all costs that the Authority incurs in enforcing the provisions of this Agreement after an event of default, including, but not limited to, reasonable attorneys' fees.

14) CONDITIONS PRECEDENT.

This Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority:

a) A general certificate of the Borrower certifying the resolution or ordinance authorizing the Borrower to enter into this Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;

b) An opinion of the attorney or special counsel to the Borrower stating:

i) The Borrower has been duly created and is validly existing and has full power and authority (under its charter and by-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Agreement;

ii) This Agreement is duly executed and constitutes a valid and binding contract of the Borrower, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors rights generally;

iii) This Agreement is not in conflict in any material way with any contracts, resolutions, or ordinances of the Borrower; and

iv) There is no litigation materially adversely affecting this Agreement or the financial condition of the Borrower;

c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges and any other fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Borrower;

d) An opinion of a licensed engineer as to the reasonableness of the Project Costs and as to the estimated completion date of the Project;

e) An accurate statement of the Borrower's outstanding loans and the Borrower's security for this Agreement, which shall be either the required Security Deposit, or, if applicable, the pledge of State-Shared Taxes.

f) An environmental review of the proposed Project meeting the requirements of 40 CFR 35.3580, as amended.

15) NONDISCRIMINATION.

The Borrower hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Borrower on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Borrower shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

16) PUBLIC NOTICE.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Borrower in relation to this Project Loan shall include the statement, "This project is funded by the Tennessee State Revolving Loan Program." All notices by the Borrower in relation to the Project Loan shall be approved by the Department.

17) RECORDS.

The Borrower and any approved subcontractor shall maintain documentation for all charges under this Project Loan. The books, records, and documents of the Borrower, insofar as they relate to work performed or money received under this Project Loan, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five full years from the date of the final payment. The Borrower records shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

a) The records shall be maintained in accordance with Governmental Accounting Standards Board Accounting Standards or the Financial Accounting Standards Board Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

b) In addition, documentation of grant or loan applications, budgets, reports, awards, and expenditures will be maintained in accordance with the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If applicable, loan expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law, and all Borrowers must comply with state and federal procurement requirements, as applicable. The Borrower shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

c) The Borrower shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Borrower shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

d) Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the Department, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

18) LICENSURE.

Any person performing work funded through this Agreement shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

19) STATE AUDIT REPORT.

The Borrower shall be audited in accordance with applicable Tennessee law. A copy of the audit report shall be provided to the Comptroller. Audit reports shall be made available to the public.

20) SINGLE AUDIT REPORTING (Equivalency Projects Only).

If this Project is an Equivalency Project, and the Borrower expends $1,000,000 or more of any type or combination of federal financial assistance within its fiscal year, the Borrower shall comply with the Single Audit Act, 31 U.S.C. § 7501, et seq, and its related regulations, 2 CFR 200, subpart F.

Confirmations of funds disbursed can be obtained from the Tennessee Comptroller of the Treasury, Division of Local Government Audit's Website at https://comptroller.tn.gov/. Any questions regarding sources of funds should be directed to the Department.

21) DAVIS-BACON ACT.

The Davis-Bacon and Related Acts, 40 U.S.C. 3141-3148, (DBRA) apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. The DBRA require contractors and subcontractors to pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The DBRA directs the Department of Labor to determine such locally prevailing wage rates. The DBRA applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The prevailing Davis-Bacon Act wage

provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of $100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBRA-covered contracts.

The Borrower will comply with the following:

a) The Borrower must adhere to the most current wage rate (DBRA) applicable to the project.

b) The bid advertisement for construction must state the wage rate requirements. The wage rate needs to be current at the bid opening.

c) The wage determination (including any additional classifications and wage rates conformed) and a WH-1321 - Davis-Bacon Poster English and a WH-1321 - Davis Bacon Poster Spanish must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen.

d) The wage rate information can be obtained at www.wdol.gov/.

Additionally. the Borrower shall comply with the EPA DBRA requirements as applicable, found at: www.epa.gov/system/files/documents/2023-10/dbra_requirements_for_contractors_and_subcontractors_under_epa_grants.pdf and https://www.epa.gov/system/files/documents/2023-10/dbra_requirements_for_contracts_in_excess_of_100_000_under_epa_grants.pdf.

22) AMERICAN IRON AND STEEL.

The American Iron and Steel (AIS) provision requires Fund assistance recipients to use iron and steel products that are produced in the United States. This requirement applies to projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

Waiver. Each Borrower that receives DWSRF water infrastructure financial assistance is required to use American made iron and steel products in the construction of its project. However, if the recipient can justify a claim made under one of the categories below, a waiver may be granted. Until a waiver is granted by EPA, the AIS requirement must be adhered to as described in the Act.

EPA's implementation memorandum on AIS requirements includes specific instructions for communities interested in applying for a waiver.

How to Request a Waiver

General Steps:

a) Borrower prepares the waiver request and submits it to the Department. The request should include project specifications for the product.

b) The Department reviews and submits the request to EPA.

c) EPA posts the waiver request for public comment on its website for 15 days (see the Waiver Requests Received by EPA tab).

d) EPA provides a response and posts it on its website.

23) BUILD AMERICA, BUY AMERICA (BABA) ACT (Equivalency Projects Only).

In accordance with the Infrastructure Investment and Jobs Act (IIJA), Public Law No. I 17-58, the Borrower must comply with all federal requirements applicable to receiving assistance from IIJA funding, which includes that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States unless:

a) the Borrower has requested and obtained a waiver from the State pertaining to the Project, or the Project is otherwise covered by a general applicability waiver; or
b) all of the contributing Agencies have otherwise advised the Borrower in writing that the BABA requirements are not applicable to the Project.

EPA's BABA implementation memorandum includes specific instructions for product coverage, waivers, co-funding, and documenting compliance. For more information on the BABA requirements, visit the EPA Office of Water's website at https://www.epa.gov/cwsrf/build-america-buy-america-baba or you may also email questions to BABA-OW@epa.gov or contact the State. For information on approved waivers, visit https://www.epa.gov/cwsrf/build-america

24) IRAN DIVESTMENT ACT.

The requirements of Tennessee Code Annotated sections 12-12-101, et seq., addressing contracting with persons as defined at Tennessee Code Annotated section 12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. The Borrower certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tennessee Code Annotated section 12-12-106.

25) BOYCOTT OF ISRAEL.

If applicable to the Borrower, the Borrower must certify that it is not currently engaged in, and covenants that it will not, for the duration of the Agreement, engage in a Boycott of Israel, as that term is defined in Tennessee Code Annotated section 12-4-119.

26) DISADVANTAGED BUSINESS ENTERPRISE (MBE)/WOMEN'S BUSINESS ENTERPRISE (WBE) (Equivalency Projects Only)

Pursuant to 40 CFR Part 33., the Borrower must make a good faith effort to include participation from Disadvantaged Business Enterprises (DBEs) in subcontract awards.

Pursuant to 40 CFR § 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(1) DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and local government recipients, this includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

(6) If the prime contractor awards subcontracts, require the prime contractor to take the steps above.

The Borrower also shall include in its contracts with prime contractors and require any contracts its prime contractor awards to subcontractors to include language to the following effect:

(1) A prime contractor must pay its subcontractors no more than 30 days from the prime contractor's receipt of payment from the Borrower;
(2) The Borrower must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor;
(3) If a DBE subcontractor fails to complete work under the subcontractor for any reason, the prime contractor must employ the six good faith efforts as described in 40 CFR § 33.301 if soliciting a replacement subcontractor.
(4) A prime contractor must employ the six good faith efforts even if the prime contractor has achieved its fair share objective sunder Subpart D of 40 CFR Part 33.

The Borrower shall include in its contracts with its prime contractor the following exact language:

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.

27) TITLE VI COMPLIANCE.

The Borrower shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., pursuant to the guidelines established by the Tennessee Department of Human Resources, by completing all of the following items:

a) Provide name and contact information of the Borrower's Title VI Coordinator to State.

b) Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.

c) Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State and include: 1) dates and duration of each training; 2) list of staff completing training on each date.

d) Annually complete and submit a Title VI self-survey as supplied by Department.

e) Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

f) Additional Title VI resources may be found at: (insert links) .

28) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) (Equivalency Projects Only).

This Agreement requires the Borrower to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Borrower is responsible for ensuring that all applicable FFATA requirements are met and that the Borrower provides information to the State as required.

29) DEBARMENT AND SUSPENSION.

The Borrower certifies, to the best of its knowledge and belief, that it, its current principals, its current subcontractors and their principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b) have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d) have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Borrower shall provide immediate written notice to the Department if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

30) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Equivalency Projects Only).

If applicable and as required by 2 CFR 200.216, the Borrower is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be

an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

31) SIGNAGE (Equivalency Projects Only).

The Borrower shall comply with EPA's June 3, 2015 memorandum on EPA signage requirements, as applicable. The memorandum can be found at: https://www.epa.gov/sites/default/files/2016-07/documents/guidelines_for_enhancing_public_awareness_srf.pdf.

32) WATER SUPPLY COST SAVINGS.

In accordance with Section 2108 of the Water Infrastructure Improvements for the Nation (WIIN) Act (P.L. 114-322), in any application for a grant or loan for the purpose of construction, replacement, or rehabilitation of a drinking water delivery system serving 500 or fewer persons, the Borrower shall self-certify that the Borrower has considered, as an alternative drinking water supply, drinking water delivery systems sourced by publicly owned:

a. Individual wells;
b. Shared wells; and
c. Community wells.

33) GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. The Borrower acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees, including but not limited to, the Department, the Authority, and the employees thereof, arising under this Agreement shall be subject to and limited to those rights and remedies available under Tennessee Code Annotated Title 9, Chapter 8.

34) SEVERABILITY.

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions, or provisions hereof.

35) NOTICES COMMUNICATIONS AND CONTACTS.

All instructions, notices, consents, demands, or other communications required or contemplated by this Project Loan shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below: Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

To Department: State of Tennessee
Department of Environment and Conservation
State Revolving Fund Loan Program
500 James Robertson Parkway
Davy Crockett Building
9th Floor
ATTN: Administrative/Financial Manager

To Authority: Tennessee Local Development Authority
Cordell Hull Building
425 Rep. John Lewis Way N.
Nashville, TN 37243-3400
ATTN: Assistant Secretary

To Borrower: Insert Name of Borrower
Insert Address of Borrower
Insert Address of Borrower
Insert Address of Borrower
ATTN: Insert Borrower Contact

36) SECTION HEADINGS.

Section headings are provided for convenience of reference only and shall not be considered in construing the intent of the parties to this Agreement.

37) SPECIAL CONDITIONS.

38) EFFECTIVE DATE.

The effective date of this Agreement shall be the date on which the Authority approves this Agreement as by the signature.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

DRAFT

BORRROWER

Name: _____

Signature: _____

Date: _____

STATE OF TENNESSEE

BY:

TENNESSEE LOCAL DEVELOPMENT AUTHORITY

Name: _____

Signature: _____

Date: _____

Meeting Approval Date: _____

Interest Rate: _____

DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Name: _____

Signature: _____

Date: _____

DRAFT

ATTACHMENT A

FEDERAL LAWS AND EXECUTIVE ORDERS

ENVIRONMENTAL:

Clean Air Act (Pub. L. 101-549, 42 U.S.C. § 7401, et seq.), as amended.

Endangered Species Act (Pub. L. 93-205, 16 U.S.C. § 1531, et seq.), as amended.

Floodplain Management, Executive Order 11988 42 Fed Reg. 26951 (1977), as amended by Executive Order 12148, 44 FR 43239 (1979) (pertaining to Federal Emergency Management).

Protection of Wetlands, Executive Order 11990, 42 Fed Reg. 26961 (1977), as amended by Executive Order 12608.

Farmland Protection Policy Act, (Pub. L. 97-98, 7 U.S.C. § 4201, et seq.), as amended.

National Historic Preservation Act of 1966, (Pub. L. 113-287, 54 U.S.C. § 300101 et seq.), as amended.

Water Pollution Control Act of 1972 ("Clean Water Act"), (Pub. L. 114-181, 33 U.S.C. § 1251 et seq.), as amended.

Safe Drinking Water Act (Title XIV of the Public Health Service Act, Pub. L. 93-523, 42 U.S.C. § 300f et seq.), as amended.

Wild and Scenic Rivers Act, (Pub. L. 90-542, 28 U.S.C. § 1271, et seq.), as amended.

Archeological and Historic Preservation Act of 1974, (Pub. L. 86-523, 16 U.S.C. 469-469c), as amended.

Magnusen-Stevens Fishery Conservation & Management Act, (Pub. L. 94-365, 16 U.S.C. § 1801, et seq.).

Water Supply Cost Savings Self-Certification (42 U.S.C. 300j-3d(b)).

ECONOMIC AND MISCELLANEOUS AUTHORITIES:

Demonstration Cities and Metropolitan Development Act of 1966, (Pub. L. 89-754, 42 U.S.C. § 3331, et seq.), as amended.

Intergovernmental Review of Federal Programs, Executive Order 12372, 47 Fed. Reg. 30959 (1982), as amended.

Intergovernmental Cooperation Act of 1968, (42 U.S.C. 4201 et seq.)

DRAFT

Procurement Prohibitions under Section 306 of the Clean Air Act, 42 U.S.C. § 7606, and Section 508 of the Clean Water Act, 33 U.S.C. § 1368, including Executive Order 11738, 38 Fed. Reg. 25161(1973) (Administration of Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants and Loans), as amended.

Uniform Relocation and Real Property Acquisition Policies Act (Pub. L. 91-646, 42 U.S.C § 4601, et seq.), as amended.

Debarment and Suspension, Executive Order 12549, 51 Fed. Reg. 6370 (1986), as amended.

Contract Work Hours and Safety Standards Act (Pub. L. 111-350, 40 U.S.C. § 3701, et seq.), as amended.

SOCIAL POLICY AUTHORITIES:

Age Discrimination in Employment Act (Pub. L 114-181, 29 U.S.C. § 621, et seq.), as amended.

The Age Discrimination Act of 1975 (42 U.S.C. § 6102).

Title VI of Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d, et seq.), as amended, and related anti-discrimination statutes.

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 29 U.S.C. § 701), as amended, and Executive Order 12250 (45 Fed. Reg. 72995 (1980)).

Participation by Disadvantaged Business Enterprises in the United States Environmental Protection Agency Programs, 40 CFR Part 33.

Women's and Minority Business Enterprise Executive Orders 11625 (36 Fed. Reg. 19967 ((1971)), 12138 (44 Fed. Reg. 29637 (1979)), and 12432 (48 Fed. Reg. 32551 (1983)).

Section 129 of Small Business Administration Reauthorization and Amendment Act (Pub. L. 100-590, 15 USC § 637), as amended.

STATE LAWS

Drinking Water Revolving Loan Fund Act of 1997, Tenn. Code Ann. §§ 68-221-1201 to -1207, as amended, and rules and regulations promulgated thereunder.

Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq.

Boycott of Israel Prohibition, Tenn. Code Ann. § 12-4-119.

DRAFT

PUBLIC HEARINGS

REGULAR MEETING

CALL TO ORDER/ROLL CALL

Mayor Chaz Molder called the meeting to order, pursuant to proper public notice having been given. Present were Council Member Carl McCullen, 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

Fire & Rescue Chief Chris Cummins offered the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Molder led the Pledge of Allegiance.

APPROVAL OF AGENDA

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

All Council Members present voted aye.

PRESENTATIONS

ORGANIZATIONAL BUSINESS

Item 6.1. - **APPROVE THE MINUTES OF THE MARCH 12, 2026 CITY COUNCIL MEETING**

Council Member McCullen moved to approve the minutes of the March 12, 2026 City Council Meeting. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 6.2. - **APPROVE THE RETIREMENT BENEFITS FOR ELMER RIGGS JR, FIRE CAPTAIN, COLUMBIA FIRE & RESCUE, PRESENTATION OF RETIREMENT PLAQUE BY MAYOR MOLDER**

Mayor Molder moved to approve the retirement benefits for Elmer Riggs, Jr. Vice Mayor McBroom seconded the motion.

All Council Members present voted aye.

Mayor Molder read and presented Junior with his retirement plaque.Chief Cummins said it has been an honor working with Junior. Chief spoke of how Junior has helped grow

the department. Junior said it has been a privilege serving the City and he spent 15 years downtown before going to Station 4. Junior thanked his wife and coworkers.

Item 6.3. - **APPROVE THE MAYOR'S APPOINTMENT OF KATHRYN YORK TO THE CITY OF COLUMBIA HISTORIC ZONING COMMISSION FOR A FIVE-YEAR TERM BEGINNING ON APRIL 9, 2026 AND EXPIRING ON APRIL 9, 2031.**

Council Member McKelvy moved to approve the appointment of Kathryn York to the City of Columbia Historic Zoning Commission for a five-year term beginning on April 9, 2026 and expiring on April 9, 2031. Council Member Marshall 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 FEBRUARY 2026 IN THE AMOUNT OF $8,642,801.90**

Item 7.2. - **APPROVE AND AUTHORIZE THE CITY OF COLUMBIA TO REMOVE THE RIDER FOR BCBS VISION AND ADD A SEPARATE VISION PLAN WITH BCBS OF TENNESSEE, EFFECTIVE JULY 1, 2026**

Item 7.3. - **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 FOR THEIR 2026 SEASON - WARD 4**

Item 7.4. - **APPROVE BID AWARD TO B.A.M.2, INC. FOR CONSTRUCTION OF THE ROYAL OAKS SEWAGE PUMP STATION REPLACEMENT IN THE AMOUNT OF $948,803**

Item 7.5. - **APPROVE AND AUTHORIZE THE CITY OF COLUMBIA TO ADD TELADOC HEALTH SERVICES FOR ACTIVE BCBS OF TENNESSEE MEMBERS**

Item 7.6. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT BETWEEN THE CITY OF COLUMBIA AND J. R. WAUFORD & COMPANY, CONSULTING ENGINEERS, INC. FOR THE ENGINEERING OF THE PUMPKIN CREEK SEWERSHED IMPROVEMENTS IN THE AMOUNT OF $550,000**

Item 7.7. - **APPROVE PAYMENT IN THE AMOUNT OF $151,596 TO WAYPOINT BUSINESS SOLUTIONS FOR THE ANNUAL RENEWAL OF MICROSOFT OFFICE 365 AND RELATED SERVICES**

Item 7.8. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND AIRDNA IN THE AMOUNT OF $5,500 FOR AN ANNUAL LICENSE FOR MONTHLY LODGING PERFORMANCE DATA REPORTING**

Item 7.9. - **APPROVE AND AUTHORIZE THE SOLE SOURCE PURCHASE OF A 2025 ARMORED POINTER SWAT/APC VAN FROM ALPINE ARMORING IN THE AMOUNT OF $259,200**

Item 7.10. - **APPROVE AND AUTHORIZE THE SOLE SOURCE PURCHASE OF SEVENTY (70) AXON TASER 10 CONDUCTED ENERGY WEAPON IN THE AMOUNT OF $349,986**

Item 7.11. - **APPROVE AND AUTHORIZE THE PURCHASE OF A BURN BOX AND CERTIFICATION TRAINING FROM AIRBURNERS IN THE AMOUNT OF $213,862.53 UTILIZING GSA CONTRACT NO. 47QMCA20D004T**

ADMINISTRATION

Item 8.1. - **REQUEST FROM COLUMBIA POWER AND WATER SYSTEM TO WAIVE FEES ASSOCIATED WITH THE NEW WATER TREATMENT PLANT FOR THE LONG-TERM WATER SUPPLY PROJECT.**

Council Member Marshall moved to approve CPWS's request to waive fees associated with the new water treatment plant for the long-term water supply project. Council Member McCullen seconded the motion.

All Council Members present voted aye.

RESOLUTIONS

Item 9.1. - **RESOLUTION NO. 26-29 - A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE INDEBTEDNESS, PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES FROM THE WATER SYSTEM OF THE CITY OF COLUMBIA, TENNESSEE, MAKING PROVISION FOR THE OPERATION OF SAID SYSTEM, AND AUTHORIZING THE RETIREMENT OF THE CITY'S OUTSTANDING WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2021**

Council Member Marshall moved to approve Resolution No. 26-29. Council Member McKelvy seconded the motion.

Jeff Oldham and staff from CPWS answered questions regarding this item. County Commissioner Eric Previti asked Council to pause on this matter and wait for the

Governor's committee's report.

After some discussion, all members present voted aye with the exception of Council Member Huffman and Mayor Molder who voted no. The motion Passed with a vote of 5-2.

Item 9.2. - **RESOLUTION NO. 26-30 - FIRST RESOLUTION SUPPLEMENTING AND AMENDING THE CITY'S MASTER WATER BOND RESOLUTION TO IDENTIFY THE CITY'S OUTSTANDING WATER SYSTEM REVENUE ANTICIPATION NOTES, SERIES 2023 AND 2025 AS SERIES OF DEBT OBLIGATIONS THEREUNDER**

Council Member McKelvy moved to approve Resolution No. 26-30. Council Member Marshall seconded the motion.

All members present voted aye with the exception of Council Member Huffman and Mayor Molder who voted no. The motion Passed with a vote of 5-2.

Item 9.3. - **RESOLUTION NO. 26-31 - INITIAL RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE BONDS OF THE CITY OF COLUMBIA, TENNESSEE**

Council Member McKelvy moved to approve Resolution No. 26-31. Council Member Marshall seconded the motion.

All members present voted aye with the exception of Council Member Huffman and Mayor Molder who voted no. The motion Passed with a vote of 5-2.

Item 9.4. - **RESOLUTION NO. 26-32 - A RESOLUTION SUPPLEMENTING AND AMENDING THE CITY'S MASTER WATER BOND RESOLUTION TO AUTHORIZE THE EXECUTION, TERMS AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE CITY AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, ACTING BY AND THROUGH THE ADMINISTRATOR OF THE ENVIRONMENTAL PROTECTION AGENCY, PROVIDING FOR THE FINANCING OF CERTAIN WATER SYSTEM PROJECTS OWNED BY OR LEASED TO AND OPERATED BY THE CITY, AND TO AUTHORIZE THE EXECUTION, TERMS, ISSUANCE, SALE AND PAYMENT OF ONE OR MORE WATER REVENUE BONDS IN CONNECTION WITH AND AS EVIDENCE OF SAID LOAN AGREEMENT**

Council Member McKelvy moved to approve Resolution No. 26-32. Council Member Marshall seconded the motion.

All members present voted aye with the exception of Council Member Huffman and Mayor Molder who voted no. The motion Passed with a vote of 5-2.

Item 9.5. - **RESOLUTION NO. 26-23 - A RESOLUTION TO ACCEPT THE PUBLIC STREETS AND DRAINAGE IMPROVEMENTS SERVING ARLINGTON HEIGHTS SUBDIVISION, PHASE 1 SECTION 2, AND PHASE 2 SECTION 2 FOR OWNERSHIP AND MAINTENANCE**

Council Member Marshall moved to approve Resolution No. 26-23. Vice Mayor McBroom seconded the motion.

All Council Members present voted aye.

Item 9.6. - **RESOLUTION NO. 26-24 – TAX CORRECTIONS**

Council Member McCullen moved to approve Resolution No. 26-24. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.7. - **RESOLUTION NO. 26-25 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING SUMMIT AT CARTER'S STATION WEST PHASE 4**

Council Member McKelvy moved to approve Resolution No. 26-25. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.8. - **RESOLUTION NO. 26-26 - A RESOLUTION TO REPEAL RESOLUTION 19-49 AND REPLACE WITH A RESOLUTION TO AUTHORIZE THE CITY OF COLUMBIA TO ADOPT THE UPDATED MAURY COUNTY BASIC EMERGENCY OPERATIONS PLAN (BEOP)**

Council Member Marshall moved to approve Resolution No. 26-26. Council Member McCullen seconded the motion.

All Council Members present voted aye.

Item 9.9. - **RESOLUTION NO. 26-27 - A RESOLUTION TO ESTABLISH THE MAXIMUM AMOUNT OF $75 FOR THE 2026 CITY OF COLUMBIA PROPERTY TAX RELIEF FOR THE ELDERLY LOW-INCOME HOMEOWNERS.**

Vice Mayor McBroom moved to approve Resolution No. 26-27. Council Member McKelvy seconded the motion. City Recorder Jablonski briefly explained this item. County Commissioner Previti asked the City into doing a match like the County does for seniors.

All Council Members present voted aye.

Item 9.10. - **RESOLUTION NO. 26-28 - A RESOLUTION AUTHORIZING MAIN STREET MAURY AS THE OFFICIAL LOCAL NEWSPAPER FOR THE CITY OF COLUMBIA**

Council Member McCullen moved to approve Resolution No. 26-28. Council Member Marshall seconded the motion.

All Council Members present voted aye.

ORDINANCES

Item 10.1. - **2ND CONSIDERATION OF ORDINANCE NO. 4583 - AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN FOR LOT 8A OF THE BEECHCROFT PLAZA PUD, OFF CAYER LANE AND NASHVILLE HIGHWAY AT TAX MAP 42 PARCEL 14.05**

Vice Mayor McBroom handled calling the vote for this item.

Council Member McKelvy moved to approve Ordinance No. 4583 on second consideration. Council Member Marshall seconded the motion.

All members present voted aye with the exception of Mayor Molder who abstained.

Item 10.2. - **2ND CONSIDERATION OF ORDINANCE NO. 4584 - AN ORDINANCE TO TERMINATE AN ELECTRIC POWER EASEMENT LOCATED ON TAX MAP 051 PARCEL 058.07 AT HONEY FARM WAY AND U.S. 31/NASHVILLE HIGHWAY AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY RELATED DOCUMENTS**

Council Member Marshall moved to approve Ordinance No. 4584 on second consideration. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

OTHER BUSINESS

Mayor Molder spoke about MidState and Mule Day.

Vice Mayor spoke about the positive feedback for First Friday and how great the new barriers look.

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 06:23 PM.

CITY OF COLUMBIA

DISBURSEMENTS FOR MONTH ENDING MARCH 31, 2026

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	3,216,334.55	465,031.11	1,772,933.20	978,370.24
Sanitation Fund	289,130.89	32,068.79	94,351.04	162,711.06
Wastewater Fund	3,161,327.54	57,088.64	211,673.04	2,892,565.86
Street & Transportation Fund				-
State Street Aid	34,583.77	-		34,583.77
Drug Fund	2,983.02			2,983.02
Debt Service Fund	-			-
Capital Projects Fund	350,178.56	1,759.26		348,419.30
Sewer Revenue & Tax Bond Issue				-
Sewer Impact Fee #2				-
Insurance Fund	438,200.74	303,071.52		135,129.22
2017 GO Public Imp Bonds				-
2010 GO Bond Issue				-
Cleary Construction Escrow				-
Industrial Development Board	265,946.75			265,946.75
Grant Fund	267,242.09	-		267,242.09
	$ 8,025,927.91	$ 859,019.32	$ 2,078,957.28	$ 5,087,951.31

206584	03/05/2026	8X8 INC	5,460.16
206585	03/05/2026	ABC DOCKS LLC	840.00
206586	03/05/2026	ACE HARDWARE	47.09
206587	03/05/2026	AT&T	1,349.75
206588	03/05/2026	Atlantic Pools & Spas	12,500.00
206589	03/05/2026	Atmos Energy	2,133.53
206590	03/05/2026	AUSTIN HUNTER CRUSE	180.00
206591	03/05/2026	Automation Controls Training & Consulting	1,421.70
206592	03/05/2026	Best One Tire	4,286.90
206593	03/05/2026	BLUE LINK OUTFITTERS LLC	2,771.45
206594	03/05/2026	Bradford M Sloan	325.00
206595	03/05/2026	C & C Bucket Truck and Tree Service	800.00
206596	03/05/2026	CARRIE ANN BELL	300.00
206597	03/05/2026	CHARTER COMMUNICATIONS	1,099.00
206598	03/05/2026	CHOICE SCREENING	466.00
206599	03/05/2026	Chris Nabors	325.00
206600	03/05/2026	Cintas Corporation #241	2,090.22
206601	03/05/2026	Colonial Life	6,669.32
206602	03/05/2026	Columbia Firefighter Assn	397.50
206603	03/05/2026	Columbia Oil Company Inc	25,064.11
206604	03/05/2026	COLUMBIA POWER & WATER SYSTEMS	16,958.70
206605	03/05/2026	COLUMBIA POWER & WATER SYSTEMS	70.75
206606	03/05/2026	COLUMBIA POWER & WATER SYSTEMS	3,822.96
206607	03/05/2026	COLUMBIA POWER & WATER SYSTEMS	11,555.36
206608	03/05/2026	COLUMBIA POWER & WATER SYSTEMS	1,929.36
206609	03/05/2026	COLUMBIA POWER & WATER SYSTEMS	682.38
206610	03/05/2026	COLUMBIA POWER & WATER SYSTEMS	170.77
206611	03/05/2026	COLUMBIA POWER & WATER SYSTEMS	5,887.50
206612	03/05/2026	COLUMBIA POWER & WATER SYSTEMS	5,472.29
206613	03/05/2026	COLUMBIA POWER & WATER SYSTEMS	164.68
206614	03/05/2026	COMBINED INSURANCE, A CHUBB COMPANY	860.54
206615	03/05/2026	COMPASS MEDIA LLC	2,000.00
206616	03/05/2026	Copycats Print Services Llc	355.00
206617	03/05/2026	CPWS - Broadband	300.00
206618	03/05/2026	CRYSTAL CHAPLICK	50.00
206619	03/05/2026	Derek Crawford	180.00
206620	03/05/2026	Dixie Diesel Service	216.84
206621	03/05/2026	Duck River Electric	3,038.41
206622	03/05/2026	Environmental Systems Research Institute, Inc	39,700.00
206623	03/05/2026	ERIN PAVLIK	181.00
206624	03/05/2026	FIVE STAR BREAKTIME SOLUTIONS	101.45
206625	03/05/2026	Fleming Sheet Metal Shop	1,200.00
206626	03/05/2026	Ford of Columbia	4,468.87
206627	03/05/2026	Gary Holman	400.00
206628	03/05/2026	Gibson's Glass & Mirror	750.00
206629	03/05/2026	Holston Gases	371.03
206630	03/05/2026	Impressions	1,216.80
206631	03/05/2026	J & M Supply Solutions	1,166.77
206632	03/05/2026	JEFF ELLIS & ASSOCIATES, INC	160.00
206633	03/05/2026	Jennifer Dalton	320.00
206634	03/05/2026	Jones & Lang Sporting Goods	365.00
206635	03/05/2026	KATE FREEMAN	100.00

206636	03/05/2026	KREBS KUBOTA	243.65
206637	03/05/2026	KRISTEN MEYERS	650.00
206638	03/05/2026	Leaf Capital Funding LLC	668.26
206639	03/05/2026	LEAH KIRWAN	25.00
206640	03/05/2026	Louis Maddox	600.00
206641	03/05/2026	MAIN STREET MEDIA OF TN	1,080.00
206642	03/05/2026	MARGARET KINCAID	50.00
206643	03/05/2026	MARIA CATHARINA VAN DEVENTER	150.00
206644	03/05/2026	Marshall County Solid Waste and Recycling	3,153.80
206645	03/05/2026	Maury Co United Way	737.00
206646	03/05/2026	Maury County 911	30,236.64
206647	03/05/2026	Maury County Equipment	4,421.69
206648	03/05/2026	Maury County, TN	10,033.45
206649	03/05/2026	Maury Regional Medical Center	35.00
206650	03/05/2026	MEGAN FITZGERALD	175.00
206651	03/05/2026	VOID-VOID-VOID	0.00
206652	03/05/2026	MID-SOUTH ELECTRIC INC	1,100.00
206653	03/05/2026	Motorola Solutions Inc	30.00
206654	03/05/2026	Mutual Of Omaha	17,833.32
206655	03/05/2026	MX-SPORT GRAFIX & AWARDS LLC	506.80
206656	03/05/2026	NAFECO Inc	420.00
206657	03/05/2026	Nashville Convention & Visitors Corp	645.00
206658	03/05/2026	North Central Laboratories-NCL of Wisconsin, Inc	1,172.78
206659	03/05/2026	Pagefreezer Software, Inc	5,139.12
206660	03/05/2026	Playpower Lt Farmington, Inc.	2,090.00
206661	03/05/2026	Preventia Security	138.98
206662	03/05/2026	PROCARE PBM	42,819.42
206663	03/05/2026	Public Entity Partners	19,112.13
206664	03/05/2026	RANDY HALE	180.00
206665	03/05/2026	REACH TECHNOLOGIES	362.06
206666	03/05/2026	JONATHAN C OR MONA LANE HOLT	5.15
206667	03/05/2026	Michael W or Dana S Hickman	6.30
206668	03/05/2026	Reginald Williams	90.00
206669	03/05/2026	RICKY ARMSTRONG	90.00
206670	03/05/2026	RICKY T ARMSTRONG	90.00
206671	03/05/2026	Robert J Young Company LLC	33.00
206672	03/05/2026	Rogers Group Inc	427.76
206673	03/05/2026	Safe Industries	155.50
206674	03/05/2026	SONIA M SACHA	125.00
206675	03/05/2026	Southern Pipe & Supply Co	7.34
206676	03/05/2026	SRM Concrete	1,922.50
206677	03/05/2026	State of Tennessee	1,020.00
206678	03/05/2026	State Of TN Attn: Lily White	502.85
206679	03/05/2026	State of TN - Dept of General Svc	800.00
206680	03/05/2026	State Of TN Dept Of Revenue	9.50
206681	03/05/2026	Stoltz Printing Co	39.50
206682	03/05/2026	Sun Life Financial	41,176.52
206683	03/05/2026	T-MOBILE	321.04
206684	03/05/2026	TEAM WENDY LLC	5,703.56
206685	03/05/2026	THE CEDARSTREAM COMPANY INC	785.76
206686	03/05/2026	The Marbet Company	6,500.00
206687	03/05/2026	Timothy McMeans	992.16

206688	03/05/2026	TN DEPT OF LABOR & WORKFORCE	55.00
206689	03/05/2026	Tn Dept Of Revenue	446.01
206690	03/05/2026	TN Property Management	9,016.93
206691	03/05/2026	UDP MT PLEASANT DISPOSAL LLC	24,755.23
206692	03/05/2026	CFS	134.99
206693	03/05/2026	Verizon	3,795.33
206694	03/05/2026	VERIZON CONNECT	265.30
206695	03/05/2026	Verizon Wireless 01	219.85
206696	03/05/2026	Verizon Wireless 04	4,870.65
206697	03/05/2026	VERIZON WIRELESS 06	2,240.86
206698	03/05/2026	Volunteer Paving LLC	7,990.45
206699	03/05/2026	Vulcan Materials Co	824.71
206700	03/05/2026	Water Management Services LLC	3,710.00
206701	03/05/2026	Waypoint Analytical, LLC	1,316.00
206702	03/05/2026	Wells Fargo Financial Leasing, Inc	544.28
206703	03/05/2026	Xylem Dewatering Solutions Inc	6,086.59
206704	03/12/2026	HARTLEY HINES	325.00
206705	03/12/2026	AMER FAMILY LIFE ASSURANCE	40.30
206706	03/12/2026	AQUAFIX, INC	3,947.25
206707	03/12/2026	AT&T	51.81
206708	03/12/2026	AT&T (Fiber Optics)	726.44
206709	03/12/2026	Atlantic Pools & Spas	49,640.00
206710	03/12/2026	Atmos Energy	2,441.11
206711	03/12/2026	B's Tees	825.00
206712	03/12/2026	BEST CLEANERS OF COLUMBIA, LLC	669.32
206713	03/12/2026	Break Time Services	315.00
206714	03/12/2026	Cintas Corporation #241	2,696.39
206715	03/12/2026	City Of Col Employees Retireme	283,103.55
206716	03/12/2026	City Of Col Tn Retirement	28,525.76
206717	03/12/2026	City Of Columbia	11,747.77
206718	03/12/2026	Columbia Firefighter Assn	397.50
206719	03/12/2026	Columbia Oil Company Inc	1,810.56
206720	03/12/2026	COLUMBIA POWER & WATER SYSTEMS	29,132.27
206721	03/12/2026	COLUMBIA POWER & WATER SYSTEMS	1,019.51
206722	03/12/2026	COLUMBIA POWER & WATER SYSTEMS	2,453.87
206723	03/12/2026	COLUMBIA POWER & WATER SYSTEMS	51,879.87
206724	03/12/2026	COLUMBIA POWER & WATER SYSTEMS	1,239.50
206725	03/12/2026	COLUMBIA POWER & WATER SYSTEMS	1,795.11
206726	03/12/2026	Complete Forms Supply Co LLC	40.00
206727	03/12/2026	Copycats Print Services Llc	65.22
206728	03/12/2026	CORVIN'S AUTOMOTIVE & EQUIPMENT DIAGNOSTICS, LLC	405.00
206729	03/12/2026	CPWS - Broadband	1,017.76
206730	03/12/2026	CSL SERVICES, INC	6,250.00
206731	03/12/2026	CUMBERLAND ESCROW - BEAR CREEK	21,751.85
206732	03/12/2026	CUMBERLAND VALLEY CONSTRUCTORS, INC	413,285.15
206733	03/12/2026	D & D Towing & Recovery	175.00
206734	03/12/2026	Dominion Window Washing	40.00
206735	03/12/2026	Duck River Electric	624.80
206736	03/12/2026	ELITE EQUIPMENT MAINTENANCE & REPAIR LLC	5,547.07
206737	03/12/2026	Freedom Hill Land Management	125.00
206738	03/12/2026	Daily Herald (Ads)	76.88
206739	03/12/2026	GT Distributors Inc	1,047.00

206740	03/12/2026	Hayden Osborne	148.11
206741	03/12/2026	Henderson, Hutcherson & McCullough	2,600.00
206742	03/12/2026	Impressions	396.00
206743	03/12/2026	Jim's Auto Accessories Inc	5.29
206744	03/12/2026	Line to Line LLC	7,905.00
206745	03/12/2026	Liquidity Services Operations LLC	1,150.84
206746	03/12/2026	MAIN STREET MEDIA OF TN	160.63
206747	03/12/2026	Maury Co United Way	737.00
206748	03/12/2026	MAURY COUNTY CHAMBER &	1,000.00
206749	03/12/2026	Maury County Trustees Office	27,194.58
206750	03/12/2026	MES I ACQUISITION INC	1,984.00
206751	03/12/2026	MI Homes	250.00
206752	03/12/2026	Motorola Solutions Inc	31,200.00
206753	03/12/2026	Needle And Grain	125.00
206754	03/12/2026	NexAir LLC	51.53
206755	03/12/2026	North Central Laboratories-NCL of Wisconsin, Inc	2,714.84
206756	03/12/2026	PROCARE PBM	40,007.28
206757	03/12/2026	Public Entity Partners	16,753.60
206758	03/12/2026	RAGSDALE CONSTRUCTION	336.00
206759	03/12/2026	REACH TECHNOLOGIES	152.87
206760	03/12/2026	Addiction Center Nashville	9.08
206761	03/12/2026	Montgomery G Turner, Sr. D/B/A Aylett VADG	3,492.00
206762	03/12/2026	Sterling Marlin	8.35
206763	03/12/2026	SRM Concrete	962.50
206764	03/12/2026	THE DAILY HERALD	35.00
206765	03/12/2026	TN Property Management	5,600.00
206766	03/12/2026	Tyler Technologies, Inc	175.00
206767	03/12/2026	UDP MT PLEASANT DISPOSAL LLC	26,156.04
206768	03/12/2026	Uline	708.95
206769	03/12/2026	VERIZON CONNECT	351.85
206770	03/12/2026	Volunteer Paving LLC	336.67
206771	03/12/2026	Vulcan Materials Co	292.94
206772	03/12/2026	Waypoint Analytical, LLC	80.00
206773	03/12/2026	William C Hargrove	3,300.00
206774	03/12/2026	WM CORPORATE SERVICES, INC	13,001.25
206775	03/19/2026	JUDY - ESCROW	102,486.74
206776	03/19/2026	JUDY CONSTRUCTION COMPANY	1,981,695.88
206777	03/19/2026	ACE HARDWARE	550.54
206778	03/19/2026	AQUAFIX, INC	2,811.58
206779	03/19/2026	Atmos Energy	3,390.22
206780	03/19/2026	Bassham Excavating Inc	7,500.00
206781	03/19/2026	Best One Tire	4,365.68
206782	03/19/2026	Better Business Solutions	3,095.55
206783	03/19/2026	Break Time Services	90.00
206784	03/19/2026	C & C Bucket Truck and Tree Service	400.00
206785	03/19/2026	C & D SAFETY COMPANY	16,774.02
206786	03/19/2026	Camfil Usa Inc	2,095.98
206787	03/19/2026	CARRIE ANN BELL	100.00
206788	03/19/2026	Cedarchem Llc	11,869.71
206789	03/19/2026	Chrysler Dodge Jeep Ram of Columbia	7,348.99
206790	03/19/2026	Cintas Corporation #241	2,001.64
206791	03/19/2026	Columbia Oil Company Inc	4,121.49

206792	03/19/2026	COLUMBIA POWER & WATER SYSTEMS	12,763.76
206793	03/19/2026	COLUMBIA POWER & WATER SYSTEMS	2,602.31
206794	03/19/2026	COLUMBIA POWER & WATER SYSTEMS	942.14
206795	03/19/2026	COLUMBIA POWER & WATER SYSTEMS	2,134.65
206796	03/19/2026	COLUMBIA POWER & WATER SYSTEMS	1,516.37
206797	03/19/2026	Columbia Rubber & Gasket Co	373.72
206798	03/19/2026	Copycats Print Services Llc	1,089.00
206799	03/19/2026	CRYSTAL CHAPLICK	100.00
206800	03/19/2026	Culleoka Company LLC	422.00
206801	03/19/2026	D & D Towing & Recovery	525.00
206802	03/19/2026	David's Lock & Key Inc	268.80
206803	03/19/2026	Dell Marketing L P	223,481.30
206804	03/19/2026	Diverse Computing Inc	6,877.50
206805	03/19/2026	Dixie Diesel Service	1,099.01
206806	03/19/2026	Drees Premier Homes, Inc	5,389.00
206807	03/19/2026	Duck River Electric	185.71
206808	03/19/2026	Fernwood Garden Center, LLC	132.00
206809	03/19/2026	Fitness Direct Service Inc	1,897.95
206810	03/19/2026	FIVE STAR BREAKTIME SOLUTIONS	101.45
206811	03/19/2026	Fleming Sheet Metal Shop	1,200.00
206812	03/19/2026	Foundation Title & Escrow	495.77
206813	03/19/2026	G & C SUPPLY CO INC	1,336.35
206814	03/19/2026	Impressions	2,470.00
206815	03/19/2026	IRONSMITH FIRE, LLC	963.00
206816	03/19/2026	J & M Supply Solutions	396.38
206817	03/19/2026	JAKE HUBBELL	1,332.00
206818	03/19/2026	JEFF ELLIS & ASSOCIATES, INC	9.00
206819	03/19/2026	JENNIFER JETER	126.09
206820	03/19/2026	Jim's Auto Accessories Inc	164.43
206821	03/19/2026	JOSEPH ALLEN ERVIN	122.00
206822	03/19/2026	KATE FREEMAN	100.00
206823	03/19/2026	KRISTEN MEYERS	350.00
206824	03/19/2026	LanLink Communications, LLC	6,709.49
206825	03/19/2026	LEAH KIRWAN	100.00
206826	03/19/2026	Lee Company	1,435.00
206827	03/19/2026	Life Services EAP	2,271.15
206828	03/19/2026	Lively Florist	74.99
206829	03/19/2026	Lose Design - Lose & Associates, Inc	52,933.01
206830	03/19/2026	Mail Call	3,513.21
206831	03/19/2026	MAIN STREET MEDIA OF TN	558.99
206832	03/19/2026	MARGARET KINCAID	25.00
206833	03/19/2026	MARIA CATHARINA VAN DEVENTER	125.00
206834	03/19/2026	Maury County 911	21,549.00
206835	03/19/2026	MAURY COUNTY CHAMBER &	105,000.00
206836	03/19/2026	Maury County Equipment	102.24
206837	03/19/2026	Maury County Register Of Deeds	112.00
206838	03/19/2026	Maury Regional Hospital Marshall Medical Ctr	11,126.00
206839	03/19/2026	MEGAN FITZGERALD	150.00
206840	03/19/2026	MERIDIAN RAPID DEFENSE GROUP LLC	261,520.00
206841	03/19/2026	Mid South Recreation	3,495.00
206842	03/19/2026	Novatech Inc	776.30
206843	03/19/2026	Preventia Security	954.99

206844	03/19/2026	Public Entity Partners	19,613.62
206845	03/19/2026	Public Entity Partners	2,995.26
206846	03/19/2026	Quality Management Services, LLC	14,883.41
206847	03/19/2026	D. R. Horton	6,871.19
206848	03/19/2026	Juan Antonio Morales	984.87
206849	03/19/2026	Makayla Mason	225.00
206850	03/19/2026	Robert J Young Company LLC	58.00
206851	03/19/2026	Rogers Group Inc	988.52
206852	03/19/2026	Safe Industries	1,558.57
206853	03/19/2026	SELF SERVICE, LLC	400.00
206854	03/19/2026	SHANNA BLACKMON	275.00
206855	03/19/2026	Simplot Turf & Horticulture	333.50
206856	03/19/2026	SONIA M SACHA	250.00
206857	03/19/2026	Southern Duplicating of Middle Tennessee	590.65
206858	03/19/2026	SRM Concrete	715.75
206859	03/19/2026	State Systems, LLC	413.00
206860	03/19/2026	Stoltz Printing Co	169.50
206861	03/19/2026	Summit Uniforms	600.00
206862	03/19/2026	Swarco Industries LLC	1,205.76
206863	03/19/2026	Thomson Reuters - West	35.00
206864	03/19/2026	TN DEPT OF LABOR & WORKFORCE D	914.08
206865	03/19/2026	TN VALLEY AUTHORITY	263,346.75
206866	03/19/2026	Trane U.S. Inc	900.00
206867	03/19/2026	Tyler Technologies, Inc	3,500.00
206868	03/19/2026	VERIZON WIRELESS 00028	175.35
206869	03/19/2026	Verizon Wireless 09	88.94
206870	03/19/2026	VISUAL MEDIA CO LLC	600.00
206871	03/19/2026	Volunteer Paving LLC	72.40
206872	03/19/2026	W W Grainger Inc	234.90
206873	03/19/2026	Waypoint Analytical, LLC	2,743.00
206874	03/26/2026	ACE HARDWARE	48.16
206875	03/26/2026	Airgas USA, LLC	162.78
206876	03/26/2026	Atmos Energy	5,342.11
206877	03/26/2026	B's Tees	411.25
206878	03/26/2026	BEST CLEANERS OF COLUMBIA, LLC	149.52
206879	03/26/2026	Best One Tire	2,042.42
206880	03/26/2026	Certified Languages International	68.15
206881	03/26/2026	Cintas Corporation #241	2,693.73
206882	03/26/2026	Columbia Oil Company Inc	4,332.09
206883	03/26/2026	Columbia Paint & Wallcover	61.99
206884	03/26/2026	COLUMBIA POWER & WATER SYSTEMS	9,320.85
206885	03/26/2026	COLUMBIA POWER & WATER SYSTEMS	795.45
206886	03/26/2026	COLUMBIA POWER & WATER SYSTEMS	1,678.03
206887	03/26/2026	Copycats Print Services Llc	26.95
206888	03/26/2026	Culleoka Company LLC	389.00
206889	03/26/2026	David's Lock & Key Inc	64.75
206890	03/26/2026	Duck River Electric	341.60
206891	03/26/2026	EDDIE CAMPBELL & ASSOCIATES	750.00
206892	03/26/2026	Andrew Lo	109.74
206893	03/26/2026	Kobe Dowell	115.22
206894	03/26/2026	Firstnet Services Provided By AT&T Mobility	2,658.12
206895	03/26/2026	FOX VALLEY TECHNICAL COLLEGE	425.00

POOLED CASH CHECK LISTING

206896	03/26/2026	Gresham Smith & Partners		5,722.09
206897	03/26/2026	GT Distributors Inc		702.00
206898	03/26/2026	Impressions		87.60
206899	03/26/2026	J & M Supply Solutions		519.22
206900	03/26/2026	J R Wauford & Co Cons Eng, Inc		22,500.00
206901	03/26/2026	KREBS KUBOTA		258.75
206902	03/26/2026	Leaf Capital Funding LLC		668.26
206903	03/26/2026	Lee Company		3,288.00
206904	03/26/2026	Maury Regional Medical Center		4,075.00
206905	03/26/2026	MSD Environmental Services, Inc		13,500.00
206906	03/26/2026	NOBLE OIL SERVICES, INC		418.95
206907	03/26/2026	Clayton Properties Group Inc		573.90
206908	03/26/2026	Clyde Harris		10.50
206909	03/26/2026	Dennis Matthew		30.00
206910	03/26/2026	Ronald W Fogle etux Keryn S		369.00
206911	03/26/2026	SRM Concrete		391.00
206912	03/26/2026	STS Distribution		640.00
206913	03/26/2026	Summit Uniforms		42.50
206914	03/26/2026	Sunbelt Rentals Inc		1,362.35
206915	03/26/2026	TANGRAM DESIGN LLC		7,456.00
206916	03/26/2026	Temple Inc		710.00
206917	03/26/2026	Thad Jablonski		42.79
206918	03/26/2026	The Marbet Company		650.00
206919	03/26/2026	Thompson Machinery		699.00
206920	03/26/2026	TN DEPT ENV & CONSERVATION		1,000.00
206921	03/26/2026	TN Fire Svs & Codes Enf Academy		178.00
206922	03/26/2026	Trent Thomson		154.00
206923	03/26/2026	TriStar Elevator LLC		614.00
206924	03/26/2026	TROJAN TECHNOLOGIES CORP		9,737.27
206925	03/26/2026	UDP MT PLEASANT DISPOSAL LLC		27,032.81
206926	03/26/2026	Uline		1,705.43
206927	03/26/2026	Verizon		3,706.78
206928	03/26/2026	Verizon Wireless	01	219.85
206929	03/26/2026	Verizon Wireless	04	4,456.96
206930	03/26/2026	Verizon Wireless	05	2,503.42
206931	03/26/2026	Verizon Wireless	07	1,160.80
206932	03/26/2026	Volunteer Paving LLC		72.40
206933	03/26/2026	VOLUNTEER WELDING SUPPLY, INC.		328.20
206934	03/26/2026	Waynes Pest Control		985.00
206935	03/26/2026	Waypoint Analytical, LLC		1,276.00
206936	03/26/2026	WILCOLOCAL MEDIA		1,060.00
206937	03/26/2026	WM CORPORATE SERVICES, INC		40,348.90

GENERAL

Total Purchase Cards:	$	37,325.05
Total Payroll Transfers:	$	1,772,933.20
Total Misc. Transfers:	$	465,031.11
Total Checks:	$	941,045.19
Total:	$	3,216,334.55

STATE STREET AID

Total Purchase Cards:	$	-
Total Misc. Transfers:	$	-
Total Checks:	$	34,583.77
Total:	$	34,583.77

SANITATION

Total Purchase Cards:	$	50,621.24
Total Payroll Transfers:	$	94,351.04
Total Misc. Transfers:	$	32,068.79
Total Checks:	$	112,089.82
Total:	$	289,130.89

WASTEWATER

Total Purchase Cards:	$	19,765.67
Total Payroll Transfers:	$	211,673.04
Total Misc. Transfers:	$	57,088.64
Total Checks:	$	2,872,800.19
Total:	$	3,161,327.54

DRUG

Total Purchase Cards:	$	2,054.29
Total Checks:	$	928.73
Total:	$	2,983.02

INSURANCE

Total Misc. Transfers:	$	303,071.52
Total Checks:	$	135,129.22
Total:	$	438,200.74

CAPITAL PROJECTS

Total Purchase Cards:	$	6,434.59
Total Misc. Transfers:	$	1,759.26
Total Checks:	$	341,984.71
Total:	$	350,178.56

GRANT

Total Purchase Cards:	$	-
Total Misc. Transfers:	$	-
Total Checks:	$	267,242.09
Total:	$	267,242.09

CITY OF COLUMBIA
DISBURSEMENT REPORT
FOR THE PERIOD 3/1/2026 - 3/31/2026

IDB

Total Purchase Cards:	$	-
Total Misc. Transfers:	$	-
Total Checks:	$	265,946.75
Total:	$	265,946.75

Surplus Listing for Council Agenda 5/14/2026

Inv Id	Description	Serial#	Department
3975	1996 E-One Pumper	4EN3AAA86T1006100	Fire
3976	2000 Chevrolet Tahoe	1GNEC13T8YJ178387	Fire
3977	2007 Chevrolet Silverado	2GCEC13C671563304	Fire
3978	2014 Ford F250	1FT7W2B63EEB27913	Fire

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Thad Jablonski, Asst. City Manager/CFO/City Recorder, tjablonski@columbiatn.gov 931-560-1580

AGENDA ITEM TITLE: APPROVE THREE-YEAR AGREEMENT WITH HENDERSON, HUTCHERSON AND MCCULLOUGH FOR AUDITING SERVICES AND ALLOW EXECUTION OF ANNUAL AUDIT CONTRACT FOR THE CURRENT FISCAL YEAR

RECOMMENDATION: Approve and authorize the Mayor to execute a contract with Henderson, Hutcherson and McCullough for auditing services for the fiscal year ending on June 30, 2026.

INFORMATION: The City Council awards the City's audit service contract on a three-year basis. The previous contract with Henderson, Hutcherson and McCullough (HHM) was approved on May 11, 2023 (FY 2023, FY 2024 and FY 2025), The 2023 audit contract was completed with the successful conclusion of the audit for the year ended June 30, 2025.

In a letter dated March 5, 2026 to provide audit services, HHM provides fiscal year audit costs for the current fiscal year (FY 2026) and the provision for two (2) annual renewals of the award based upon City Council authorization.

The $55,000 financial state audit contract amount for FY 2026 includes a provision for additional services that may be needed. These include $15,000 if a special purpose "single-audit" is performed. The purpose of a "single audit" is to evaluate the City's accounting practices for federal assistance, including federal grant funds. The City's grants activity has exceeded the threshold that triggers a single-audit for the last three consecutive years). In addition, $2,500 is included for a chart-of-accounts crosswalk required by the Comptroller's Office and $6,000 for completing a "financial review" with annual financial report for the Columbia Industrial Development Board. The IDB review and financials are funded by the IDB using Columbia IDB funds.

If the three-year agreement is approved, then a contract for FY 2026 audit services will be prepared and submitted using the Comtropller's Office's web-based contract system and sent to the City for approval. The final one-year contract will include a maximum allocated travel and other out-of-pocket expenses not to exceed $2,500, if applicable.

CERTIFICATION: Traditionally, the City will propose funding for auditing services for the current year in the next year's budget proposal. The FY 2027 budget proposal includes proposed funds for auditing services totaling $45,675 in General Gov't - Auditing Services, $4,350 in Sanitation - Auditing Services, and $22,475 in Wastewater - Auditing Services.

ATTACHMENTS: Staff Report, HHM Agreement Letter.

HHM

CERTIFIED PUBLIC ACCOUNTANTS

March 5, 2026

To the Mayor and City Council Members
City of Columbia, Tennessee
700 North Garden Street
Columbia, TN 38401

Dear Mayor and Council:

Thank you for allowing us to submit this transmittal letter to perform audit services for the City of Columbia for the years ending June 30, 2026, June 30, 2027, and June 30, 2028.

We have served as the City's auditor for the prior fiscal years and wish to continue our relationship. We believe that our expertise, as demonstrated during the prior year's audits, proves that we are qualified to serve the City of Columbia.

The following are our proposed fees for the following three fiscal years ending June 30:

Year	Financial Statement Audit	Single Audit	COA Crosswalk	IDB Review	Total
2026	$ 55,000	$ 15,000	$ 2,500	$ 6,000	$ 78,500
2027	$ 57,750	$ 15,750	$ 2,650	$ 6,300	$ 82,450
2028	$ 60,650	$ 16,550	$ 2,800	$ 6,600	$ 86,600

We appreciate the opportunity to submit this proposal and trust it is responsive to your requirements. Should you require additional information, please do not hesitate to call.

Sincerely yours,

Brock Oliver, CPA

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 MAYOR TO SIGN AGREEMENT AND ALL RELATED DOCUMENTS WITH CUSTOM DESIGN TO IMPLEMENT AN HRA PROGRAM SPECIFIC TO WEIGHT LOSS DRUGS.

RECOMMENDATION: Approve.

INFORMATION: The City proposes removing GLP-1 medications from its formulary for weight loss specific usage only effective 7/1/26 due to the high and rising cost for these drugs. GLP-1 medication expenses comprised 20% of our pharmaceutical spend during the last year. The City also recognizes the value of these medications to alleviate approved medical conditions.

Sherrill Morgan recommends offering a program where plan participants are reimbursed by a Health Reimbursement Account (HRA) versus the pharmacy formulary at a significant cost savings to the City's Health Plan. Approved participants would submit an annual letter to the HRA. Approval status would follow from plan participant's physician certifying that the participant has met qualifying co-morbidities. The participant's physician would then send prescriptions to a direct-to-consumer pharmaceutical program of the employees' choice, e.g., GoodRx, Remedy Meds, or manufacturer direct program. Once an expense is incurred by the participant, the participant may then submit a request for reimbursement to the HRA for out of pocket expenses not to exceed $400 per month.

The cost for HRA administration is $3.95 per participant per month with a minimum administrative fee amount of $125 monthly. In addition, one-time start-up fees total $775. Annual savings are estimated to total $119,712 to the City's Health Plan.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are available and unencumbered in the Insurance Fund.

ATTACHMENTS: Staff Report, HRA Administrative Services Agreement.

CONSUMER DRIVEN HEALTH PLAN SERVICES: HRA

ADMINISTRATIVE SERVICES AGREEMENT

This Consumer Driven Health Plan Administrative Services Agreement ("Agreement") is dated July 1, 2026 ("Effective Date"), and is between Custom Design Benefits, LLC, an Ohio limited liability company ("Claims Administrator"), and City of Columbia, a governmental entity ("Plan Sponsor").

Plan Sponsor offers its employees a program of employee benefits that includes the following:

- Health Reimbursement Arrangement ("HRA") as described in the regulations underlying Internal Revenue Code of 1986, as amended, ("Code") § 105 and 106;

Plan Sponsor desires Claims Administrator to perform certain administrative services with respect to the program as more fully described in this Agreement and the exhibits, and Claims Administrator is willing to perform those services.

Accordingly, the parties agree as follows:

ARTICLE I. DEFINITIONS

For the purposes of this Agreement, the following words and phrases have the meanings set forth below, unless the context clearly indicates otherwise and wherever appropriate, the singular shall include the plural, and the plural shall include the singular.

1.1 Claim means a request by a Plan Participant for payment or reimbursement for Qualifying Expenses from the Plan.

1.2 Claims Payment Account means an account established by and owned by the Plan Sponsor for payment or reimbursement for Qualifying Expenses, which account shall be an asset of the Plan Sponsor.

1.3 ERISA means the Employee Retirement Income Security Act of 1974, as amended, together with all regulations applicable thereto.

1.4 Health Care Providers means physicians, hospitals, or other medical practitioners or medical care facilities that are duly licensed and authorized to receive payment or reimbursement for Qualified Expenses provided under the terms of the Plan.

1.5 HIPAA means, collectively, the Health Insurance Portability and Accountability Act of 1966 (Public Law 104-91) and regulations thereunder.

1.6 Plan means the ***HRA*** benefits plan which is the subject of this Agreement and which the Plan Sponsor has established pursuant to the Plan Document.

1.7 Plan Document means the instrument or instruments that set forth and govern the duties of the Plan Sponsor and eligibility and benefit provisions of the Plan which provide for

the payment or reimbursement of Qualifying Expenses, as may be amended from time to time.

1.8 Plan Participant is any employee of the Plan Sponsor, and his or her covered dependents, who are properly enrolled and entitled to benefits from the Plan.

1.9 Qualifying Expense means the care, treatments, services, or supplies described in the Plan Document as eligible for payment or reimbursement from the Plan.

1.10 Working Day means a regular business day that is not a recognized federal or banking holiday, and specifically excluding any Saturday or Sunday.

I.5

ARTICLE II. RELATIONSHIP OF PARTIES

II.1 Limitations on Service. The Plan Sponsor delegates to the Claims Administrator only those powers and responsibilities with respect to development, maintenance, and administration of the Plan which are specifically enumerated in this Agreement. Plan Sponsor remains responsible for maintaining the Plan, including the establishment of eligibility and paying all benefits owed or established under the Plan to Plan Participants. Any other function not specifically delegated to and assumed by the Claims Administrator pursuant to this Agreement shall remain the sole responsibility of the Plan Sponsor. The parties mutually understand that CDB is not intended to exercise any discretion or control of plan assets and is not intended to serve or assume any duties as a plan fiduciary.

II.2 Independent Contractors. The parties enter into this Agreement as independent contractors and not as agents of each other. Neither party shall have any authority to act in any way as the representative of the other, or to bind the other to any third party, except as specifically set forth.

II.3 The parties acknowledge that

a. this is a contract for administrative services only as specifically set forth herein;

b. the Claims Administrator will not be deemed to be a legal or tax advisor as a result of the performance of its duties under this Agreement. The Claims Administrator makes no representation concerning Federal, State or local laws, rules or regulations applicable to the Plan. Plan Sponsor must seek its own counsel for legal advice and guidance. In no event shall the Claims Administrator be liable for special or consequential damages, even if the Claims Administrator was advised of the possibility of such damages; and

c. this Agreement shall not be deemed a contract of insurance under any laws or regulations. The Claims Administrator does not insure, guarantee, or underwrite the liability of the Plan Sponsor under the Plan. The Plan Sponsor has total responsibility for payment of Claims under the Plan and all expenses incidental to the Plan.

II.4 Indemnification.

(a) Claims Administrator. The Claims Administrator will indemnify, defend, save, and hold the Plan Sponsor harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, court costs and attorney's fees, to the extent that such claims, losses, liabilities, damages, and expenses arise out of or are based upon the Claims Administrator's negligence in the performance of its duties under this Agreement. The Claims Administrator shall be entitled to rely, without investigation or inquiry, upon any or oral information or communication of the Plan Sponsor or agents of the Plan Sponsor.

(b) Plan Sponsor. The Plan Sponsor will indemnify, defend, save, and hold the C Administrator harmless from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages, and expenses of any kind including, but not limited to, court costs and attorney's fees, to the extent that such claims, losses, liabilities, damages, and expenses arise out of or are based upon the Plan Sponsor's negligence in the performance of its duties under this Agreement.

ARTICLE III. RESPONSIBILITIES OF CLAIMS ADMINISTRATOR

III.1 Claims Administrator will perform the following specific supervisory services for Plan Sponsor:

a. Preparation of Document Template. Prepare a draft Plan Document (excluding HSA) and any amendments, revisions, or modifications for review and final approval by Plan Sponsor and the Plan Sponsor's legal counsel.

b. Enrollment Assistance. Assist in the enrollment of Plan Participants by providing Plan Sponsor with standard enrollment materials, claim forms, and claim filing instructions.

c. Administration of Enrollment. Administer the enrollment of eligible individuals and termination of Plan Participants as directed by the Plan Sponsor, subject to the provisions of this Agreement.

d. Plan Participant Eligibility Changes. Make eligibility changes based on information provided to Claims Administrator by the Plan Sponsor in the prescribed manner. Claims Administrator will process all changes properly reported within five (5) Working Days of receipt.

e. Plan Participant Account Management. Plan Participant contributions to the Plan are added by Claims Administrator to Plan Participant's FSA, HRA, and/or HSA account balances at the end of each payroll date. Services also include account balance tracking, Qualifying Expense (excluding HSA) and other claims adjudication as provided for within the Plan, and on-line, on-demand reports.

f. Participant Assistance. Provide Plan Participants 24-hour access to their accounts via the internet. Plan Participants have access to speak with a customer service representative during Claims Administrator's normal working hours.

g. Annual Plan Compliance. Services include reporting of employee account balances, and compliance with discrimination testing requirements upon receipt of required information requested on the "Employer Data for Plan Year" form.

h. Form 5500. Capture and provide data for IRS Form 5500 filings to the Plan Sponsor. Preparation of the form itself is not included but may be provided as an additional service as agreed to by the Plan Sponsor and the Claims Administrator.

Recovery of Overpayments. Claims Administrator uses commercially reasonable efforts to recover any benefits paid when processing results in an overpayment. Claims Administrator is never responsible for overpayments made in good faith but in error, except as triggered by the indemnification provision (gross negligence).

III.2 Claims Processing. Process Claims incurred by Plan Participants according to the terms of the Plan Document and this Agreement. These Claims will be adjudicated in accordance with industry practices. The Claims Administrator will not be liable for fraud, misrepresentation, or errors by any Plan Participant or for errors in Claims made to Plan Participants in good faith.

III.3 Doubtful or Disputed Claims. Refer any doubtful or disputed Claims to the Plan Sponsor for a final decision in accordance with **Section 4.4**.

III.4 Payment Processing. Process the payment of Claims. Claim reimbursement funds are administered through an account maintained by Plan Sponsor. FSA debit card transactions, if applicable, are processed daily and will be reflected on all reports provided to Plan Sponsor. Non debit card reimbursements to participants are processed as desired; checks are signed electronically by Plan Sponsor and mailed directly to Plan Participants or deposited to a participant-specified bank account through ACH. Check registers, debit card settlements reports, year-to-date reports and a variety of other reporting is available to the Plan Sponsor via Claim Administrator's online tools. Plan Participants receive their account information via the website and reimbursement check stubs. Sixty days (60) prior to plan year end, Plan Participants with a balance in the medical portion of the FSA are mailed a reminder of their remaining account balance.

Claims Administrator will initiate drafts in applicable amounts from the designed account to make disbursement for Qualifying Expenses as specified by the Plan Sponsor in its Plan Document. The Plan Sponsor is responsible for overdraft costs related to insufficient funds in the designated account.

III.5 Confidentiality. Maintain all patient information and other protected or individually identifiable health or health care information in the strictest confidence in accordance with applicable state and federal laws and any and all regulations issued thereunder and in accordance with the Business Associate Addendum that is incorporated herein as Exhibit B.

III.6 Records. Upon termination of this Agreement, all Claim files, reports, magnetic tapes, and Plan documentation will be remitted to the Plan Sponsor. Until that time, these records will be maintained at the Claims Administrator's principal administrative office or secure storage facilities for at least seven (7) years following the termination of a Plan

Year. At the end of the seven (7) year period or termination of this Agreement, if earlier, the Claims Administrator shall notify the Plan Sponsor that these records will be destroyed unless the Plan Sponsor requests, in writing, that all or some of the records be forwarded to the Plan Sponsor.

ARTICLE IV. RESPONSIBILITIES OF PLAN SPONSOR

The Plan Sponsor shall have the following duties and obligations under this Agreement:

IV.1 General Compliance. Although Claim's Administrator serves as Plan Sponsor's agent for services rendered pursuant to this Agreement, Plan Sponsor remains responsible for all Plan activities, including general compliance with ERISA, HIPAA, the Internal Revenue Code, or other applicable laws or regulations. Plan Sponsor should seek legal counsel to review the Plan Document to ensure the Plan Sponsor is meeting its general compliance obligations in the sponsorship of its Plan.

IV.2 Plan Design. Plan Sponsor shall be solely responsible to determine the design of the Plan, including the benefits to be provided, eligibility for coverage and the funding method to be used for the plan.

IV.3 Eligibility Information. Plan Sponsor shall provide all information reasonably requested by Claims Administrator to perform its duties and to calculate its fees under this Agreement. Specifically, and without limitation:

a. Prior to the effective date of this Agreement, Plan Sponsor shall provide Claims Administrator with a complete and accurate enrollment list for each Plan.

b. Plan Sponsor shall notify Claims Administrator of changes in Plan Participant eligibility (e.g. addition, termination, change in family status, etc.) at least five (5) Working Days prior to the first payroll date affected. Claims Administrator must be notified in the manner agreed upon in advance.

Plan Sponsor assumes the responsibility for the erroneous disbursement of benefits by the Claims Administrator in the event of error or neglect on the Plan Sponsor's part of providing eligibility and coverage information to the Claims Administrator, including but not limited to, failure to give timely notification of ineligibility of a former Plan Participant.

IV.4 Plan Administrator. Plan Sponsor acknowledges that it serves as Plan Administrator and Named Fiduciary (as those terms are defined in ERISA), and shall have discretionary authority and control over the management of the Plan, and all discretionary authority and responsibility for the administration of the Plan. The Claims Administrator does not serve either as Plan Administrator or as a Named Fiduciary of the Plan. All functions, duties and responsibilities of the Claims Administrator are governed exclusively by this Agreement and the Plan Document.

The Plan Sponsor will resolve all Plan ambiguities and disputes relating to the Plan eligibility of a Plan Participant, Plan coverage, denial of Claims, or any other Plan interpretation questions.

The Claims Administrator will administer and adjudicate Claims in accordance with the Plan Document but will have no discretionary authority to interpret the Plan. If adjudication of a Claim requires interpretation of ambiguous Plan language, and the Plan Sponsor has not previously indicated to the Claims Administrator the proper interpretation of the language, then the Plan Sponsor will be responsible for resolving the ambiguity or any other dispute.

In any event, the Plan Sponsor's decision as to any Claim (whether or not it involves a Plan ambiguity or other dispute) shall be final and binding.

IV.5 Funding of Claims Payment Account. Plan Sponsor shall be responsible for funding Claims Payment Account timely. Debit Card and manual claim amounts must be funded by the end of the day in which the debit card transaction and/or claim reimbursements are reported.

IV.6 All amounts deposited by the Plan Sponsor remain the Plan Sponsor's assets and shall remain available for the Plan Sponsor's general use or removal. Claims Administrator, or its representatives, shall only be responsible for administrating the Plan Sponsor's funds in accordance with the terms of this Agreement.

IV.7 Disbursements. Plan Sponsor gives Claims Administrator authority to initiate drafts in applicable amounts from the Plan Sponsor's designated Claims Payment Account to make disbursements for Qualifying Expenses as specified by the Plan Sponsor in its Plan Document. Plan Sponsor is responsible for overdraft costs related to insufficient funds in the designated account.

IV.8 Debit Card Disbursements. Plan Sponsor gives Claims Administrator authority to initiate debit card transactions in applicable amounts from Plan Sponsor's designated Claims Payment Account to cover daily debit card transactions for Qualifying Expenses as specified by the Plan Sponsor in its Plan Document. Plan Sponsor must maintain an adequate balance in its account in order to cover such daily transactions. **Plan Sponsor will incur a "Settlement Failure Fee" of $250 per day for a notice of insufficient funds received by debit card vendor. The fee is charged by our debit card vendor.** Claims Administrator does not retain any portion of this fee.

IV.9 Discriminatory Plans. Initiate any corrective action required in the event the Plan(s) become discriminatory.

IV.10 Compliance with Law. Provide and timely distribute all notices and information required to be given to Plan Participants, maintain and operate the Plan in material accordance with applicable law, maintain all recordkeeping, and file all forms relative thereto pursuant to any federal, state, or local law, unless this Agreement specifically assigns such duties to the Claims Administrator.

IV.11 Claims Administrator's Fees. Plan Sponsor agrees to be responsible for payment of the fees set forth in Exhibit A of this Agreement.

The monthly service fee will be administered based on the number of active participants at the beginning of the prior month. Invoices will be prepared each month, sent to the Plan Sponsor and payment is due the first day of the billing month.

IV.12 Taxes, Licenses, and Fees. Pay any and all taxes, licenses, and fees levied, if any, by any local, state, or federal authority in connection with the Plan.

IV.13 Controlled Group of Corporations. Warrant and represent that the only entities that participate, or will participate, in the Plan are in the Plan Sponsor's "controlled group of corporations" as that term is used in ERISA.

ARTICLE V. DURATION OF AGREEMENT

V.1 Term. This Agreement will begin on the Effective Date, and will continue in effect for a term of one (1) year ("Initial Term"). This Agreement shall automatically renew each year for a one-year period unless terminated in accordance with **Section 5.2** below.

V.2 Termination. This Agreement may be terminated under any of the following circumstances:

a. By either party at any time upon thirty (30) days' prior written notice;

b. By either party upon sixty (60) days' prior written notice if the other party is in material breach of this Agreement, except that such termination shall not take place if the breach is cured within thirty (30) days following the written notice;

c. Immediately upon written notice by either party if the other party becomes insolvent or has bankruptcy proceedings initiated against it;

d. The Claims Administrator may, at its option, terminate this Agreement upon the occurrence of any one or more of the following events on 15 days' advance written notice to the Plan Sponsor:

i. The Plan Sponsor fails to fund the Claims Payment Account in accordance with **Section 4.5**;

ii. The Plan Sponsor fails to pay administration fees or other fees for the Claims Administrator's services in accordance with **Section 4.10** and the Fee Schedule in Exhibit A;

iii. The Plan Sponsor engages in any unethical business practice or conducts itself in a manner which in the reasonable judgment of the Claims Administrator is in violation of any federal, state, or other government statute, rule, or regulation; or

iv. The Plan Sponsor, through its acts, practices, or operations, exposes the Claims Administrator to any existing or potential investigation or litigation.

ARTICLE VI. CLAIMS RUNOUT

VI.1 Run-out Services. If this Agreement is terminated, Claims Administrator will immediately cease the performance of any further services under this Agreement unless requested by Plan Sponsor to perform run-out services as stated in the Plan Document.

Claims Administrator will invoice and collect a runout fee equal to three (3) months of administrative service fees. Upon receipt of the run-out fee, Claims Administrator shall continue the processing of Qualifying Expense reimbursements and general Plan administration.

VI.2 Completion of Run-out Period. Upon the completion of the run-out period, the Claims Administrator will cease the processing of any expense reimbursement requests that are in its possession and return to the Plan Sponsor or its designee any unpaid or other pending payment requests and/or any subsequent reimbursement requests that are received after the date of the specified run-out period. Online reports will be available for all records pertaining to Plan Sponsor's account at the end of the run-out period, including a detailed reporting of all reimbursement activities performed on behalf of the Plan Sponsor through the date of the run-out period. From the date of the end of the run-out period forward, the Plan Sponsor shall be responsible for all aspects of its Plan, including the processing of other Qualifying Expense reimbursements, annual reporting and general Plan administration.

ARTICLE VII. MISCELLANEOUS

VII.1 Assignment. Neither party shall have the right to assign, sublet, delegate, or transfer this Agreement without the prior written consent of the other party.

VII.2 Notices. All notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid or by recognized courier service, as addressed as follows:

If to Plan Sponsor;

City of Columbia, TN
700 N. Garden Street
Columbia, TN
Attn: Chaz Molder, Mayor

If to Claims Administrator:

Custom Design Benefits, LLC
5589 Cheviot Road
Cincinnati, OH 45247
Attn: Julie D. Mueller, President & CEO

VII.3 Entire Agreement. As of such Effective Date, but not before, this Agreement contains all of the terms and conditions agreed upon by the parties hereto and supersedes all other agreements, oral or otherwise, of the parties hereto, regarding the subject matter of this Agreement.

VII.4 Amendment. This Agreement may be amended at any time by mutual written agreement of the parties.

VII.5 No Third Party Beneficiaries. Except as specifically provided herein, the terms and conditions of this Agreement shall be for the sole and exclusive benefit of Claims Administrator and Plan Sponsor. Nothing herein, express or implied, is intended to be construed or deemed to create any rights or remedies in any third party.

VII.6 Severability. The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity of enforceability of any other term or provision.

VII.7 Waiver of Breach. The waiver by either party of the violation of any provision or obligation of this Agreement shall not constitute the waiver of any subsequent violation of the same or other provision or obligation.

VII.8 Headings. The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define or extend the specific terms of the section so designated.

VII.9 Multiple Originals. This Agreement may be executed in multiple originals, each of which shall be binding upon the party whose signature it contains, and the combined total of which shall constitute the entire document.

VII.10 Authority. The parties whose signatures are set forth below represent and warrant that they are duly empowered to execute this Agreement.

VII.11 Exhibits. The Exhibits attached to this Agreement are an integral part of this Agreement and are incorporated herein by reference.

VII.12 Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure to perform any act under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, strikes or other work stoppages by either party's employees, or any other similar cause beyond the reasonable control of such party.

VII.13 Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the state of Tennessee except to the extent superseded by federal law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF COLUMBIA, TN	**CUSTOM DESIGN BENEFITS, LLC**
By: SIGNATURE AREA	By: SIGNATURE AREA
NAME: Full name	NAME: Julie D. Mueller
TITLE: Title	TITLE: President & CEO

Approved as to Legal Form:

Jake Hubbell, City Attorney

FULL LEGAL NAME OF PLAN SPONSOR:

FULL LEGAL NAME OR PLAN SPONSOR

AFFILIATES AND/OR SUBSIDIARIES OF PLAN SPONSOR SUBJECT TO THIS AGREEMENT:

Affiliate and/or Subsidiary of Plan Sponsor
Affiliate and/or Subsidiary of Plan Sponsor
Affiliate and/or Subsidiary of Plan Sponsor
Affiliate and/or Subsidiary of Plan Sponsor

DRAFT

EXHIBIT A
ADMINISTRATIVE SERVICE FEES

The administrative services fees effective July 1, 2026 - June 30,2027 are specified below. If any services or fees are changed, it will be amended for future periods to reflect the services elected corresponding to the administrative service fees for such periods. Each month, Claims Administrator will send an invoice to Plan Sponsor for payment of the agreed upon

Service and Fee Schedule
CITY OF COLUMBIA, TN

Enrollment Fee	$400.00
Per Participant Per Month • Includes administration of all claims and monthly reporting to employer	$3.95 PPPM Rate Integrate with Employee Navigatory additional $0.25 PPPM Fee
Minimum Monthly Fee	$125.00 Monthly Minimum
Compliance Annual Fee	$375.00

Health Reimbursement Arrangement (HRA) Administration Includes:

- Toll-free Customer Service phone number for HRA participants.
- Reimbursements via direct deposit or check
- Electronic version of HRA Brochure and Enrollment materials
- Online Reports
- Preparation of Summary Plan Description and Amendments as requested.
- CDB can provide an additional quote to assist employer with employee meetings upon request.

EXHIBIT B
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum to the Consumer Driven Health Plan Administrative Services Agreement ("Addendum") between City of Columbia, TN ("Covered Entity") and Custom Design Benefits, LLC ("Business Associate") is effective as of the effective date of the Consumer Driven Health Plan Administrative Services Agreement ("Agreement").

Business Associate provides certain third-party administrative services to Covered Entity and, in connection with those services, Business Associate may use or disclose certain individual health information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

Covered Entity and Business Associate (jointly "the Parties") wish to modify the Agreement to incorporate the terms of this Addendum to comply with the requirements of: (i) the implementing regulations at 45 C.F.R Parts 160, 162, and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (*i.e.,* the HIPAA Privacy, Security, Electronic Transaction, Breach Notification, and Enforcement Rules ("the Implementing Regulations")), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") that are applicable to business associates, and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013 (75 Fed. Reg. 5566 (Jan. 25, 2013)) ("the Final Regulations"). The Implementing Regulations, the HITECH Act, and the Final Regulations are collectively referred to in this Addendum as "the HIPAA Requirements."

Covered Entity and Business Associate agree to incorporate into this Addendum any regulations issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

ARTICLE I. DEFINITIONS

The following words and phrases have the meanings set forth below, unless the context clearly indicates otherwise. All other capitalized terms used in this Agreement shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

I.01 **Breach** shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.

I.02 **Business Associate Subcontractor** shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.

I.03 **Electronic PHI** shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.

I.04 **Limited Data Set** shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual: (1) Names; (2) Postal address information, other than town or city, State, and zip code; (3) Telephone numbers; (4) Fax numbers; (6) Electronic mail addresses; (7) Social security numbers; (8); Medical record numbers; (9) Health plan beneficiary numbers; (10) Account numbers; (11) Certificate/license numbers; (12) Vehicle identifiers and serial numbers, including license plate numbers; (13) Device identifiers and serial numbers; (14) Web Universal Resource Locators (URLs); (15) Internet Protocol (IP) address numbers; (16) Biometric identifiers, including finger and voice prints; (17) Full face photographic images and any comparable images; and (18) Any other unique identifying number, characteristic, or code, except as otherwise permitted.

I.05 **Protected Health Information** or **PHI** shall mean, as defined in 45 C.F.R. § 160.103, information created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present, or future payment for provision of health care to the individual; (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or "PHI" in this Addendum shall mean both Electronic PHI and non-Electronic PHI, unless another meaning is clearly specified.

I.06 **Security Incident** shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

I.07 **Unsecured Protected Health Information** shall mean, as defined in 45 C.F.R. § 164.402, Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.

ARTICLE II . GENERAL TERMS

II.01 In the event of an inconsistency between the provisions of this Addendum and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court, or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.

II.02 Where provisions of this Addendum are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this Addendum shall control.

II.03 Except as expressly provided in the HIPAA Requirements or this Addendum, this Addendum does not create any rights in third parties.

ARTICLE III. SPECIFIC REQUIREMENTS

III.01 **Flow-Down of Obligations to Business Associate Subcontractors.** Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with the Privacy and Security Rule provisions of this Addendum in the same manner as required of Business Associate, and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

III.02 **Privacy of Protected Health Information**

(a) *Permitted Uses and Disclosures of PHI.* Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this Addendum or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "Treatment, Payment, and Health Care Operations," as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(i) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this Addendum, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by Section 3.05(b).

(ii) Business Associate shall establish, implement and maintain appropriate safeguards, and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Addendum.

(b) *Business Associate Obligations.* As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if:

(i) the *use* relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, or (2) data aggregation services relating to the health care operations of the Covered Entity; or

(ii) the *disclosure* of information received in such capacity will be made in connection with a function, responsibility, or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any breaches of confidentiality.

(c) *Minimum Necessary Standard and Creation of Limited Data Set.* Business Associate's use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Agreement and this Addendum, Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.

(d) *Access.* In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate will make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.

(e) *Disclosure Accounting.* Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.

(f) *Amendment.* Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements.

(g) *Right to Request Restrictions on the Disclosure of PHI and Confidential Communications.* If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.

(h) *Return or Destruction of PHI.* Upon the termination or expiration of the Agreement or this Addendum, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies), or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this Addendum and of the HIPAA Requirements to the PHI, and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.

(i) *Availability of Books and Records.* Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books, and

records relating to the use and disclosure of PHI in connection with this Addendum.

(j) *Termination for Breach.*

(i) Business Associate agrees that Covered Entity shall have the right to terminate this Addendum or seek other remedies if Business Associate violates a material term of this Addendum.

(ii) Covered Entity agrees that Business Associate shall have the right to terminate this Addendum or seek other remedies if Covered Entity violates a material term of this Addendum.

(k) *Compliance with 42 CFR Part 2.* Business Associate shall, to the extent applicable, comply with the provisions of 42 CFR Part 2 relating to Substance Use Disorder ("SUD") information within the scope of 42 CFR § 2.12.

III.03 **Information and Security Standards**

(a) Business Associate will develop, document, implement, maintain, and use appropriate Administrative, Technical, and Physical Safeguards to preserve the Integrity, Confidentiality, and Availability of, and to prevent non-permitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity.

(b) Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.

(c) More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall:

(i) Implement Administrative, Physical, and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity, and Availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements;

(ii) As also provided for in Section 3.01 above, ensure that any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI;

(iii) Report to Covered Entity any unauthorized access, use, disclosure, modification, or destruction of PHI (including Electronic PHI) not permitted by this Addendum, applicable law, or permitted by Covered Entity in writing ("Successful Security Incidents" or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in Section 3.05(c)(i);

(iv) For Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security Incidents"), aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 3.05(c)(ii);

(v) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification, or destruction of PHI;

(vi) Permit termination of this Addendum if the Covered Entity determines that Business Associate has violated a material term of this Addendum with respect to Business Associate's security obligations and Business Associate is unable to cure the violation; and

(vii) Upon Covered Entity's request, provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.

III.04 **Compliance with HIPAA Transaction Standards**

(a) *Application of HIPAA Transaction Standards.* Business Associate will conduct Standard Transactions consistent with 45 C.F.R. Part 162 for or on behalf of the Covered Entity to the extent such Standard Transactions are required in the course of Business Associate's performing services under the Agreement and this Addendum for the Covered Entity. As provided for in Section 3.01 above, Business Associate will require any Business Associate Subcontractor involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162. Further, Business Associate will not enter into, or permit its Subcontractors to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Covered Entity that:

(i) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;

(ii) Adds any data element or segment to the maximum defined data set;

(iii) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or

(iv) Changes the meaning or intent of the Standard Transaction's implementation specification.

(b) *Specific Communications.* Business Associate, Plan Sponsor and Covered Entity recognize and agree that communications between the parties that are required to meet the Standards for Electronic Transactions will meet the Standards set by that regulation. Communications between Plan Sponsor and Business Associate, or between Plan Sponsor and the Covered Entity, do not need to comply with the HIPAA Standards for Electronic Transactions. Accordingly, unless agreed otherwise by the Parties in writing, all communications (if any) for purposes of "Enrollment" as that term is defined in 45 C.F.R. Part 162, Subpart O or for "Health Covered Entity Premium Payment Data," as that term is defined in 45 C.F.R. Part 162, Subpart Q, shall be conducted between the Plan Sponsor and either Business Associate or the Covered Entity. For all such communications (and any other communications between Plan Sponsor and the Business Associate), Plan Sponsor shall use such forms, tape formats, or electronic formats as Business Associate may approve. Plan Sponsor will include all information reasonably required by Business Associate to affect such data exchanges or notifications.

(c) *Communications Between the Business Associate and the Covered Entity.* All communications between the Business Associate and the Covered Entity that are required to meet the HIPAA Standards for Electronic Transactions shall do so. For any other communications between the Business Associate and the Covered Entity, the Covered Entity shall use such forms, tape formats, or electronic formats as Business Associate may approve. The Covered Entity will include all information reasonably required by Business Associate to affect such data exchanges or notifications.

III.05 **Notice and Reporting Obligations of Business Associate**

(a) *Notice of Non-Compliance with the Addendum.* Business Associate will notify Covered Entity within 30 calendar days after discovery, any unauthorized access, use, disclosure, modification, or destruction of PHI (including any successful Security Incident) that is not permitted by this Addendum, by applicable law, or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.

(b) *Notice of Breach.* Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than 30 calendar days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.

(i) As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI, and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.

(ii) Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

(c) *Reporting Obligations.*

(i) For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than 30 calendar days after Business Associate learns of such non-permitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that will:

(A) Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed;

(B) Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;

(C) Identify the PHI accessed, used, or disclosed (*e.g.,* name; social security number; date of birth);

(D) Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further non-permitted accesses, uses, or disclosures;

(E) Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and

(F) Provide such other information, including a written report, as the Covered Entity may reasonably request.

(ii) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (i) identifies the categories of Unsuccessful Security Incidents as described in Section 3.03(c)(iv); (ii) indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (iii) if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.

(d) *Termination.*

(i) Covered Entity and Business Associate each will have the right to terminate this Addendum if the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this Addendum and, on notice of such material

breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.

(ii) If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this Addendum by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.

(e) *Continuing Privacy and Security Obligations*. Business Associate's and the Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this Addendum will be continuous and survive termination, cancellation, expiration, or other conclusion of this Addendum or the Agreement. Business Associate's other obligations and rights, and the Covered Entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of this Addendum, are those set forth in this Addendum and/or the Agreement

COVERED ENTITY	**BUSINESS ASSOCIATE**
SIGNATURE AREA By:	SIGNATURE AREA By:
Full name	Julie D. Mueller
Title	President & CEO

Approved as to Legal Form:

Jake Hubbell, City Attorney 4/29/25

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Regina Connelly, Purchasing Agent, rconnelly@columbiatn.gov, 931-560-1580

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT WITH HYDRATE WITH US FOR THE RENTAL OF FOUR WATER SERVICE UNITS AT CITY HALL IN THE AMOUNT OF $389.96 PER MONTH AND A ONE TIME $720 INSTALLATION FEE.

RECOMMENDATION: Approve.

INFORMATION: The City would like to enter into a new lease agreement with Hydrate With Us for the rental of 4 water units to supply clean drinking water in the City Recorder's Office, Development Services and 2nd and 3rd floor kitchens at City Hall. The service agreement includes annual maintenance and parts and labor for reparis. The cost of the 4 water units is $389.96 per month and a one time installation fee of $720 ($180 per unit).

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in General Govt – Misc. – Operating Supplies.

ATTACHMENTS: Staff Report, Agreement.

HYDRATE WITH US

www.hydratewithus.com

DISTRIBUTOR:
Hydrate With Us, LLC
204 Space Park S
Nashville, TN 37211
(615) 802-8601

purewaterpartners™

CUSTOMER INFORMATION		BILLING INFORMATION (if different)	
Company Full Legal Name: City of Columbia, Tennessee 265002133		Company Name:	
Contact: Regina Connelly	Phone #: 931-560-1518	Billing Contact: Bonnie Froehlich	Phone #: 931-560-1580
Contact Email: rconnelly@columbiatn.gov	Mobile #:	Billing Contact Email: invoices@columbiatn.gov	Mobile #:
Equipment Location Address: 700 North Garden Street		Billing Address:	
City, State, Zip: Columbia, TN, 38401		City, State, Zip	
Company Email:	TIN#:	Billing Email:	P.O.#:
Org Type: ☐ Corp ☐ LLC ☐ Partnership ☐ Other_____		State incorporated/organized: _____	

RENTAL TERM	MONTHLY PAYMENT	BILLING FREQ./TYPE	SPECIAL INSTRUCTIONS
36 mos.	$389.96 (plus taxes)	☐ Quarterly ☐ Check ☐ Monthly ☐ ACH	First set of filters free of charge. Purchase filters thereafter as needed for purity assurance.

EQUIPMENT SCHEDULE	ACCOUNT SETUP FEES
Hydrate1000	Installation Fee
Standing B4 x3	$180 / Unit = $720
	Other Fees* = $_____
	* _____

Agreed and Accepted by:

Customer:

_____ Authorized Signature

_____ Name Printed

_____ Title

_____ Date

Distributor:

_____ Signature

Account Executive Title

4/6/26 Date

Customer acknowledges having read and understood all of the terms of this Rental Agreement, including page 2 hereof, and agrees to be bound by all of the terms herein upon execution of this Rental Agreement.

Reference Number_____(for internal use only)

Approved as to Legal Form:

Jake Hubbell, City Attorney

Rental Agreement Terms

1. **Ownership of Equipment:** Distributor is the sole owner and title-holder of the equipment under this Rental Agreement ("Equipment"). Customer agrees to keep the Equipment free and clear of all liens and Customer will pay all taxes, filing fees, interest and penalties relating to this Rental Agreement or the Equipment.
2. **Complete Agreement:** Customer agrees that no promises or agreements have been made by Distributor or anyone else regarding the rental or use of the Equipment which are not part of this Rental Agreement.
3. **Authorized Signer:** The person signing this Rental Agreement on behalf of the Customer represents he/she has the power and authority to do so on behalf of the Customer.
4. **Liability and Insurance; Indemnity:** Customer is responsible for any damage to the equipment or losses or injuries caused by the Equipment due to acts of Customer. Customer agrees to keep the Equipment fully insured against such losses during the term of the Rental Agreement or any extension hereof. If Distributor or its assignee requests proof of insurance and Customer fails to provide said proof, Customer agrees to pay to Distributor or its assignee the cost (which may be at a higher premium) of the insurance obtained by Distributor or its assignee. Customer agrees to indemnify, defend and hold harmless Distributor's assignee at all times, including after termination of this Rental Agreement, from and against any loss, damage, liability or claim, including reasonable attorneys' fees, caused by the Equipment or its use.
5. **Location of Equipment:** Customer will keep the Equipment at the location specified in this Rental Agreement. The Distributor or its authorized agent must perform any relocation of the Equipment.
6. **Distributor Interests:** Customer may not sell, transfer, encumber or assign the Equipment or this Rental Agreement without the prior written consent of Distributor or its assignee. Distributor may sell, transfer, encumber or assign its interests in the Equipment and/or this Rental Agreement. Any assignee of Distributor will have all of Distributor's rights and benefits under this Rental Agreement but none of its obligations.
7. **Agreement Inception, Payment Requirements, Payment Due Dates:** This Rental Agreement shall commence on the Delivery and Acceptance Date ("Commencement Date") and continue for the duration of the term stated on page 1 herein. Rental will accrue from the Commencement Date; provided that payment for the initial billing period shall be due thirty (30) days after the Commencement Date. Thereafter, payments will be due for each billing period on the date that Distributor or its assignee establish for payments under this Rental Agreement. Any additional costs associated with the compliance or collection of this agreement will be passed on to the customer. If payment is not made within fifteen (15) days of when due, a late charge equal to 15% of the late payment or $20, whichever is greater, will be charged for each late payment. Customer's obligation extends through the term of the Agreement.
8. **Early Termination:** Customer may terminate this Rental Agreement with thirty (30) days prior written notice to Distributor and upon payment, as calculated on the termination date, of all remaining payments, and all sales tax, and fees, if applicable.
9. **Renewal/Price Protection:** After the initial rental term (or extension previously agreed to), this Rental Agreement will renew for an additional 12 months and annually thereafter at the same monthly rate unless the Customer notifies Distributor in writing ninety (90) days prior to the expiration of the initial rental term (or extension previously agreed to) that Customer does not intend to renew this Rental Agreement and will return the Equipment.
10. **Installation, Maintenance and Care:** Customer agrees to use the Equipment in accordance with the Distributor's specifications and will make the Equipment available to Distributor or its authorized agent for service and maintenance. Amounts payable by Customer under this Rental Agreement are exclusive of any charges for Equipment service, maintenance, repairs or relocation.
11. **UCC Filings:** Customer grants Distributor (and its successors and assigns) authorization to sign and file Uniform Commercial Code financing statements deemed necessary by Distributor (or its successors and assigns) to protect its interests in the Equipment.
12. **Default:** If Customer does not pay any amount when due, or breaches any other term of this Rental Agreement, or becomes insolvent or subject to any insolvency proceeding, Distributor or its assignee may deem the Customer in default and Distributor or its assignee may thereafter exercise any and all legal remedies available by law including but not limited to, repossession of the Equipment, termination of maintenance agreements, reimbursement of reasonable attorney fees associated with any action, repossession or disposal of the Equipment and acceleration of the balance due under this Rental Agreement. If any part of this Rental Agreement is found to be invalid, then it shall not invalidate any of the other parts.
13. **Business Agreement:** Customer agrees that this Rental Agreement and its use of the Equipment is solely for business purposes. This Rental Agreement will be governed by the laws of the state in which the Equipment is located. Any judicial proceedings arising under this Rental Agreement shall be adjudged by any court in any state in which the Customer conducts business at the commencement of the action or is organized. Customer expressly accepts the jurisdiction and venue in any such court and irrevocably waives any right to a trial by jury.
14. **Manner of Execution:** This Rental Agreement may be executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, and by the different parties on separate counterparts each of which, when so executed, (and any copy of an executed counterpart that is an electronic record) shall be deemed an original but all such counterparts shall constitute but one and the same agreement. Delivery of a signed counterpart hereof by facsimile transmission or by e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.
15. **Miscellaneous:** At the discretion of Distributor or its assignee (the "Holder"), the authoritative electronic copy of this Agreement ("Authoritative Copy") may be converted to paper and marked as the original by Distributor or such assignee (the "Paper Original"). Unless and until the Holder creates a Paper Original, the Authoritative Copy of this Agreement: (1) shall at all times reside in a document management system designated by Holder for the storage of authoritative copies of electronic records, and (2) is held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Original, the parties hereto acknowledge and agree that: (a) the electronic signing of this Rental Agreement also constitutes issuance and delivery of the Paper Original, (b) the electronic signature(s) associated with this Rental Agreement, when affixed to the Paper Original, constitutes legally valid and binding signatures on the Paper Original, and (c) the Customer's obligations will be evidenced by the Paper Original after such conversion. Any purchaser of this paper is notified that a security or ownership interest has been granted to the party holding the Paper Original of the Rental Agreement marked "ORIGINAL" and any other security or ownership interest herein will violate the rights of such party.

Reference Number_____(for internal use only)

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Jennifer Jeter, Administrative Assistant, 931-560-1700, jjeter@columbiatn.gov

AGENDA ITEM TITLE: APPROVE THE PURCHASE OF A 2026 KME K180 RESCUE/PUMPER FROM SAFE INDUSTRIES IN THE AMOUNT OF $925,000 UTILIZING HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING PROGRAM

RECOMMENDATION: Approve.

INFORMATION: Columbia Fire & Rescue requests City Council approval for the acquisition of a 2026 KME Panther Pumper from Safe Industries utilizing the H-GAC Purchasing Program.
If approved, this apparatus will replace a 2002 Pierce fire truck that has reached the end of its service life and is experiencing increasing maintenance demands.
This unit is a modern pumper apparatus designed to meet current NFPA standards and operational needs, including enhanced safety features, improved pumping capabilities, and updated technology for frontline response.
Columbia Fire & Rescue recommends proceeding with this purchase at this time due to continued increases in fire apparatus costs and extended build timelines across the industry.
The total purchase price is $925,000.

CERTIFICATION: The Chief Financial Officer certifies that funds will be budgeted in Capital – Fire Suppression – Auto in appropriation amendment #4 for first consideration in May and second in June.

ATTACHMENTS: Staff Report KME K180, Executed Contract - Allsource Enterprises, Columbia FD KME Proposal, H-GAC Contract, Model 2106-10 REV3-KME Layout and photos, and Safe Retail GSO 12038 Specifications.

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MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Allsource Enterprises LLC, dba Safe Industries hereinafter referred to as the Contractor, having its principal place of business at 5031 Highway 153, Easley, SC 29642.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

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subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 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.

Pursuant to the Federal Rule above, Respondent 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 or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

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considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

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conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

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B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

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the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

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to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

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(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 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 Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

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Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

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through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

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ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all

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times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Allsource Enterprises LLC , dba Safe Industries

Signature DocuSigned by: Louis Al Willimon 8B9BDCA3A9C54F9...

Name Louis Al Willimon

Title President

Date 12/20/2023

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 1/3/2024

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MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

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offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

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a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor 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).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders 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 CFR Part 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 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

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with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

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Fire Apparatus and Related Vehicles

Request For Proposal
HGACBuy/Cooperative Purchasing Program
07230
Project ID: FS12-23
Release Date: Wednesday, July 26, 2023
· **Due Date:** Thursday, September 14, 2023 12:00pm
Posted Wednesday, July 26, 2023 7:00am
Bid Unsealed Thursday, September 14, 2023 12:05pm
Pricing Unsealed Thursday, September 14, 2023 12:05pm

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

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please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. **Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. **Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. **Pumper Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. **Pumper-Tanker/Tanker/Tender Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. **Aircraft Rescue & Fire-Fighting Vehicles (ARFF)**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. **Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.**

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G**. Fire Boats, Rescue Boats, Emergency Response Boats**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. **Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

I. **Electric/Alternative Fuel Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. **Fire Apparatus/Vehicle Service/Maintenance Plans**

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. **Fire Apparatus/Vehicle Parts and Supplies**

Response listing need only to include percentage discount.

L. **Fire Apparatus/Vehicle Options**

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. (Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: “Unpriced/unpublished” options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent’s operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer’s warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer’s warranty which will be honored by any of the manufacturer’s authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

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materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Brush Trucks/Light Rescue	$1,000 per purchase order
Category B – Aerial Fire Apparatus	$2,000 per purchase order
Category C – Pumper Fire Apparatus	$2,000 per purchase order
Category D – Pumper/Tanker and Tanker Apparatus	$2,000 per purchase order
Category E – ARFF Apparatus	$2,000 per purchase order
Category F – Special Service Vehicles	
Heavy Rescue*/Special Service	$2,000 per purchase order
Light Rescue/Quick Response	$1,000 per purchase order
All Trailers	2% of purchase order

*Heavy Rescue is vehicle with GVWR of 26,000 and above.

Category G –Fire/Rescue/Emer. Response Boats	2% of purchase order
Category H - Fire Command Vehicles	$1,000 per purchase order
Category I - Alternative Fuel Vehicles	Fee determined by category of vehicle
Category J –Service/Maintenance Plans	2% per purchase order
Category K - Fire Apparatus/Vehicle Parts and Supplies	2% per purchase order
Category L - Fire Apparatus/Vehicle Options	No separate fee - part of vehicle

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

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Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

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Attachment A
Allsource Enterprises, LLC
Fire Apparatus and Related Vehicles
Contract No.: FS12-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Wildland and Brush Vehicle		
E-One	VM8 Mini Pumper	Ford F550 4X4 4-Door Chassis, aluminum VM8 body, 300 Gallon Water, 1250 GPM Pump	$430,897.00	5%
E-One	Defender Wildland	International HV 4-Door Chassis, stainles steel Defender body, 500 gallon Water, 500 GPM Pump	$725,134.00	5%
		Category B - Aerial Fire Apparatus		
E-One	HP75 Ladder	E-One 75' Aluminum ladder, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 500 Gallon tank, 1500 GPM Pump	$1,197,131.00	5%
E-One	HP78 Ladder	E-One 78' Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 500 Gallon tank, 1500 GPM Pump	$1,206,521.00	5%
E-One	Mero 100 Ladder	E-One 100' single axle LTH100 Aluminum ladder, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, No Tank No Pump	$1,148,409.00	5%
E-One	HR100 SA Quint	E-One 100' HR100 Single Axle Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	$1,394,838.00	5%
E-One	HR100 Ladder	E-One 100' HR100 Tandem Axle Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	$1,448,679.00	5%
E-One	CR137 Ladder	E-One 137' CR100 Tandem Axle Aluminum ladder, 500# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	$1,519,013.00	5%
E-One	HP95 RM Platform	E-One 93' HP95 Tandem Axle Aluminum Rear Mount Platform, 750# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	$1,606,445.00	5%
E-One	HP95 MM Platform	E-One 95' HP95 Tandem Axle Aluminum Rear Mount Platform, 1000# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	$1,844,872.00	5%
E-One	HP100 Platform	E-One 100' HP100 Tandem Axle Aluminum Rear Mount Platform, 1000# Tip, E-One Typhoon 4-Door Aluminum Cab, X12 500 HP, Extruded Aluminum Body, 300 Gallon tank, 1500 GPM Pump	$1,745,945.00	5%
		Category C - Pumper Fire Apparatus		
E-One	VM8 M2 Pumper	2-Door, Freightliner M2 106 Chassis, L9 360 HP, VM8 Aluminium Body, 1000 Gallon Tank, 1500 GPM Pump	$380,377.00	5%
E-One	VM8 FC94 Pumper	Spartan FC94 4-Door Chassis, X12 500 HP, VM8 Aluminum Body, 1000Gallon Tank, 1500 GPM Pump	$611,853.00	5%
E-One	AFT Metro Star Pumper	Spartan Metro Star 4-Door Chassis, AFT Aluminum Body, 1030 Gallon Tank, 1500 GPM Pump	$790,881.00	5%
E-One	M2 Pumper	2-Door Freighliner M2 106 Chassis, L9 300 HP, Extruded Aluminum Body, 780 Gallon Tank, 1250 GPM Pump	$374,723.00	5%
E-One	FC94 Pumper	Spartan FC94 4-Door Chassis, X12 500 HP, Extruded Aluminum Body, 1030 Gallon Tank, 1500 GPM Pump	$671,060.00	5%
E-One	Typhoon Pumper	E-One Typhoon 4-Door Chassis, X12 455 HP, Extruded Aluminum Body, 780 Gallon Tank, 1250 GPM Pump	$721,540.00	5%

		Category D - Pumper-Tanker/Tender		
E-One	VM8 M2 2000 Tanker	2-Door Pumper, Freightliner M2 106 Chassis, L9 360 HP, VM8 Aluminium Wet Side T anker Body, 2000 Gallon Tank, 750 GPM Pump	$376,929.00	5%
E-One	VM8 M2 3000 Tanker	2-Door Pumper, Freightliner M2 112 Tandem Axle Chassis, L9 360 HP, VM8 Aluminium Wet Side T anker Body, 3000 Gallon Tank, 750 GPM Pump	$425,033.00	5%
E-One	VM8 FC94 Tanker	Spartan FC94 4-Door Chassis, X12 500 HP, VM8 Aluminium Wet Side T anker Body, 2000 Gallon Tank, 1250 GPM Pump	$636,188.00	5%
E-One	M2 2-Door Tanker	2-Door Freighliner M2 106 Chassis, L9 330 HP Extruded Aluminum Body, 2030 Gallon Tank, 1250 GPM Pump	$421,219.00	5%
E-One	M2 2000 Wet Side Tanker	2-Door Freighliner M2 106 Chassis, L9 330 HP, Stainles Steel Wet Side Tanker Body, 2000 Gallon Tank, 500 GPM Pump	$391,384.00	5%
E-One	M2 3000 Wet Side Tanker	2-Door Freighliner M2 106 Tandem Axle Chassis, L9 330 HP, Stainles Steel Wet Side Tanker Body, 3000 Gallon Tank, 500 GPM Pump	$408,122.00	5%
E-One	FC94 Tanker	Spartan FC94 4-Door Chassis, X12 500 HP, Extruded Aluminum Body, 2030 Gallon Tank, 1250 GPM Pump	$658,020.00	5%
E-One	Typhoon Tanker	E-One Typhoon 4-Door Chassis, X12 445 HP, Extruded Aluminum Body, 2030 Gallon Tank, 1250 GPM Pump	$822,570.00	5%
		Category F - Special Service Vehicles		
E-One	VM8 Light Rescue	4-Door Ford F550 Chassis, 12' VM8 Aluminum Non Walk-in Rescue Body	$255,639.00	5%
E-One	Light Rescue	2-Door Ford F550 Chassis, 12' Extruded Aluminum Body	$276,450.00	5%
E-One	M2 Non Walk-In Rescue	2-Door Freighliner M2 106 Chassis, L9 300 HP, 16' Extruded Aluminum Non Walk-In Rescue Body	$316,546.00	5%
E-One	M2 Walk-In Rescue	2-Door Freighliner M2 106 Chassis, L9 300 HP, 16' Extruded Aluminum Walk-In Rescue Body	$352,166.00	5%
E-One	Typhoon Non Walk-In Rescue	E-One Typhoon 4-Door, X12 445 HP, 16' Extruded Aluminum Non Walk-In Rescue Body	$678,675.00	5%
E-One	Typhoon Walk-In Rescue	E-One Typhoon 4-Door, X12 445 HP, 16' Extruded Aluminum Walk-In Rescue Body	$694,091.00	5%
		Category I - Electric/Alternative Fuel Fire Apparatus		
E-One	Vector	E-One EV Electric Typhoon 4-Door Chassis, Extruded Aluminum Body, 500 Gallon Tank, 1250 GPM Pump	$2,286,774.00	5%

SAFE INDUSTRIES

Official Proposal for City of Columbia, TN

All Source Enterprises LLC. dba Safe Industries herewith submits a proposal to the City of Columbia, TN for a fire apparatus manufactured by KME on April 29, 2026:

Package:	Retail GSO 12038 – One (1) KME K-180 Pumper with a Cummins L9 450HP Engine, a Waterous CSU 1500 GPM Pump, a FoamPro 1600 Foam System, a 20 Gallon Foam Tank and a 1000 Gallon Water Tank	$914,000.00
•	Prior to Delivery of the Apparatus, Safe Industries Will Perform a Bumper to Bumper Inspection and Pump Test at No Cost to the Customer.	Included
•	During the First Year of the Truck's Warranty Period, Safe Industries Will Provide Warranty Inspections at 120 and 330 Days After Delivery at No Charge to the Customer	Included
•	Graphics by Jake's Lettering	$9,000.00
•	HGAC Cooperative Purchasing Fee	$2,000.00
Total of Package:		**$925,000.00**

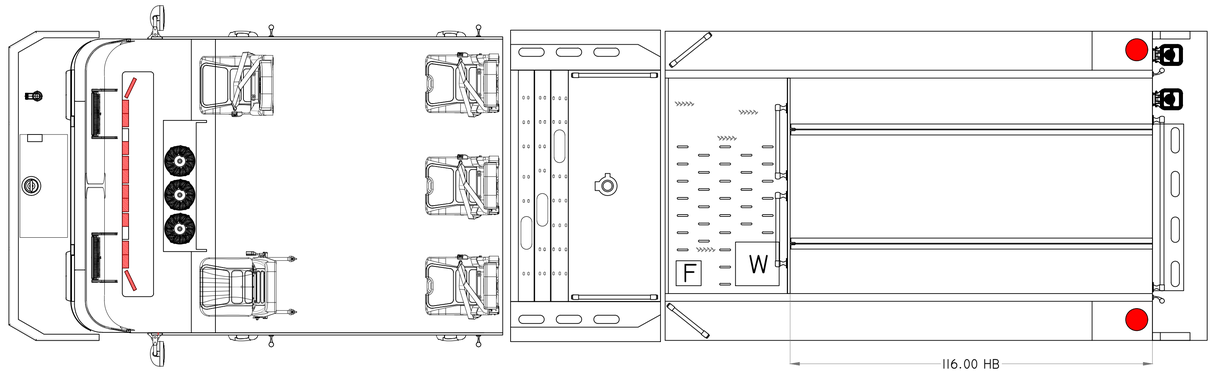
Bidding Organization Name: All Source Enterprises LLC. DBA Safe Industries
Bidding Organization Address: 5031 Hwy 153
Easley, SC 29642

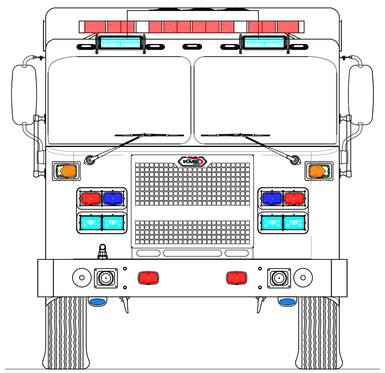
Signature of Bidder's Representative:

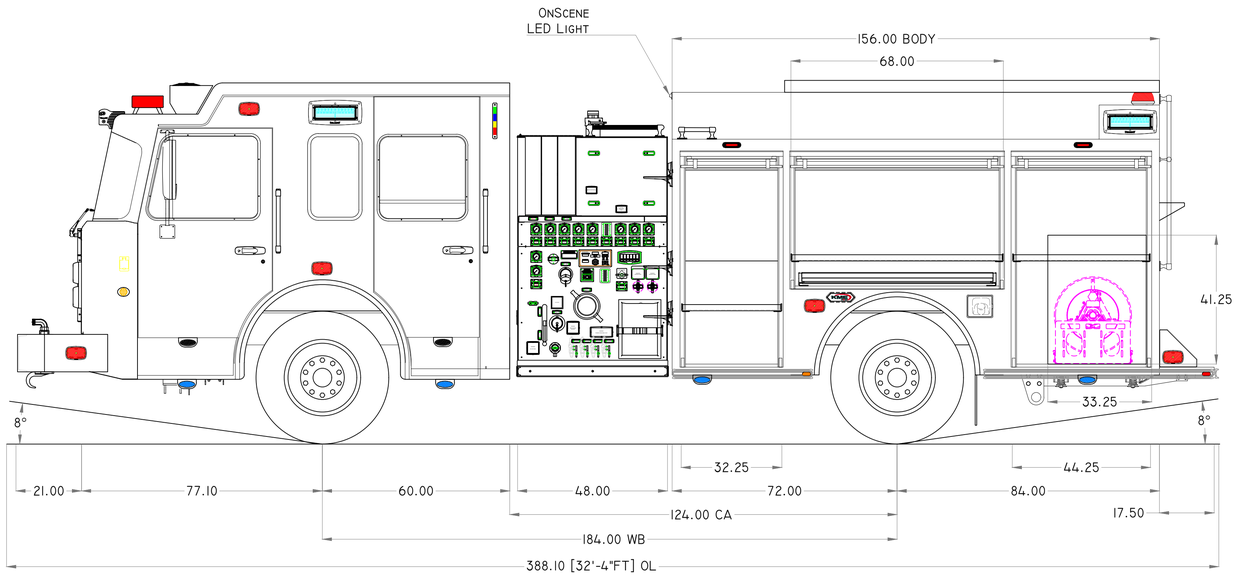
Name: Lee Beckman
Title: Apparatus Sales Representative
Phone: (931) 242-1604
Email: LBeckman@safeindustries.com

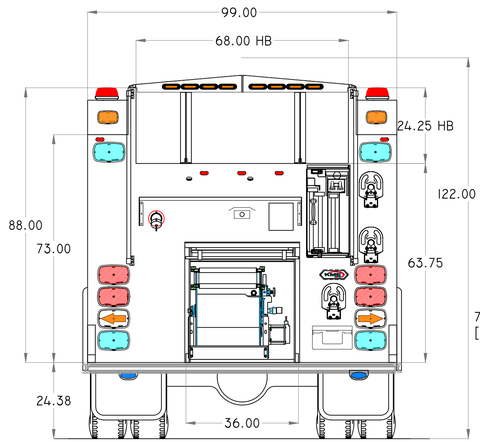
Proposed delivery days subject to change based on shelving and upfit modifications determined by the department. Safe Industries (the Company) shall not be held liable for any delay, failure to make delivery due to, war, fire, labor disputes, acts of God, governmental regulations, supplier issues beyond KME's reasonable control, breakdown of machinery, or any other causes or circumstances beyond the reasonable control of the Company which prevent or hinder the Company's manufacture and/or delivery of the Apparatus. Any changes after order submittal, including those made during a pre-construction conference, may void any penalty clauses or require that delivery and penalty be re-negotiated in good faith by both parties. The Bidder's right to withdraw this proposal, if not accepted within thirty (30) days from the above date is hereby acknowledged. The above price is good for 30 days.

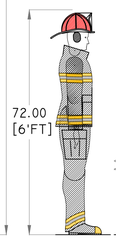
COMPARTMENT	VOLUME (CUBIC FEET)
L1	29.4
L2	27.3
L3	36.5
R1	29.4
R2	27.3
R3	36.5
B1	32.0
HOSE BED AREA	110.7

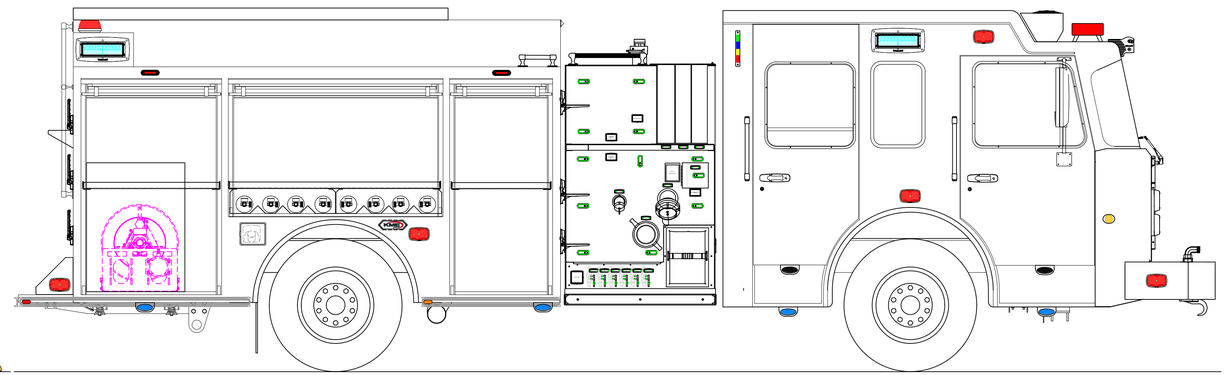












CHASSIS: PANTHER EMFD
AXLES: FRONT 20,000 LB / REAR 26,000 LB
ENGINE: CUMMINS ISL9 450 HP / ALLISON 3000 EVS
BODY: ALUMINUM
GENERATOR: N/A
PUMP: WATEROUS CSU 1500 GPM
TANK: POLY 1000 GAL. WATER/ 20 GAL. FOAM
FOAM: FOAMPRO 1600

THIS DRAWING IS A GENERAL CONFIGURATION AND MAY NOT NECESSARILY REFLECT ALL CONTRACTUAL REQUIREMENTS. CONTRACT SPECIFICATIONS SHALL PREVAIL OVER DRAWING.

CUSTOMER APPROVAL:

NAME:

TITLE:

DATE:

SYM	DATE	REVISION DESCRIPTION	APP'D
A	5/8/2023	PROPOSAL	WMC

SALES ENGINEER : TBD

KME
REV GROUP
KME
ONE INDUSTRIAL COMPLEX - NESQUEHONING, PA 18240

DIMENSIONS ARE APPROXIMATE & MAY VARY DUE TO BUILD ADJUSTMENTS

SCALE	DWG SIZE	DRAWN BY	DATE
1"=24"	D	WMC	05/08/2023
		APPROVED BY	

MODEL 2106-10

000000

WARNING

KME
PANTHER
KME
SOUTH DAKOTA
VEHICLE DEALER
F-1

PANTHER

Safe Industries
Retail Panther Pumper

GSO 12038

May 14, 2025

SAFE INDUSTRIES

INTENT OF SPECIFICATIONS

It shall be the intent of these specifications to provide a complete apparatus equipped as hereinafter and as specified. With a view to obtaining the best results and the most acceptable apparatus for service in the Department, these specifications cover only the general requirements as to the type of construction and tests to which the apparatus must conform, together with certain details as to finish, equipment and appliances with which the successful bidder shall conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the contractor, who shall be solely responsible for the design and construction for all features. The manufacturer shall provide loose equipment only when specified by the customer. The current NFPA (Standard for Automotive Fire Apparatus) at time of contract, unless otherwise specified as requested by the customer in these specifications, shall prevail.

The apparatus must meet all NFPA, DOT, ICC, AE, SAE, UL, TRA, FMVSS and local state Motor Vehicle Requirements.

It is required that the apparatus be manufactured to current NFPA edition standards, all NFPA equipment (LOOSE EQUIPMENT) not specified in the specifications will not be provided by the contractor.

Bids shall only be considered from companies that have an established reputation in the field of fire apparatus construction that have been in business and construction for a minimum of twenty-five (25) years.

The bidder of the apparatus herein specified; shall be wholly owned (100%) and managed by a Company, Corporation, and/or Parent Company that is wholly based, and permanently resides in the United States of America.

The Company, Corporation, and/or Parent Company and all assets belonging to such; shall be wholly owned and managed (100%) by the entities specified above.

The bidder shall state the location of the manufacturing facility where the apparatus is to be built and the location of the parent company if a subsidiary of a manufacturer.

The bidder shall provide satisfactory evidence of their ability to construct the apparatus specified in the bidders manufacturing facilities.

The bidder’s representation shall state the length of time representing the manufacturer of specified apparatus.

Due to the severe service requirements the department will impose on the apparatus as specified, each bidder shall provide a list of at least six (6) departments in which similar apparatus utilizing the brand of chassis proposed have been in service for over one year. This list shall include contact names and phone numbers.

Due to the importance of keeping this vital piece of firefighting apparatus in service with a minimum of downtime, the manufacturer shall maintain a network of service centers with factory-training personnel.

The bid shall be accompanied by a set of “Contractor’s Specifications” consisting of a detailed description of the apparatus being furnished under this contract which conform. Computer runoff sheets are not acceptable as “Contractor’s Specifications”. Item compliance shall be indicated in the “Yes/No” column of each item by all Bidders. Note: Each bidder shall submit their bid in the same sequence as these specifications to allow the department to easily compare.

These specifications shall indicate size, type, model and make of all component parts and equipment.

QUALITY AND WORKMANSHIP

The design of the Apparatus shall embody the latest approved automotive engineering practices.

The workmanship must be of the highest quality in its respective field. Special consideration will be given to the following points: Accessibility of the various units, which require periodic maintenance, ease of operation (including both pumping and driving) and symmetrical proportions.

Construction shall be rugged and ample safety factors shall be provided to carry loads as specified and to meet both on and off road requirements and to speed conditions as set forth under “Performance tests and requirements”.

Welding shall be employed in the assembly of the apparatus in a manner that will not prevent the ready removal of any component part for service or repair, with apparatus bodies of bolt together design not being acceptable.

All steel welding shall follow American Welding Society requirements for AWS D1.1:2012 Structural Welding Code for welding steel structural assemblies. All aluminum welding shall follow American Welding Society requirements for AWS D1.2/D1.2M:2003 Structural Welding Code for any type of structure made from aluminum structural alloys. All sheet metal welding shall follow American Welding Society AWS D9.1M/D9.1:2006 Structural Welding code for Arc/Braze requirements of non-structural materials. All pressure pipe welding shall follow American Society of Mechanical Engineers ASME IX/ ASME B31:2010 requirements to the qualification of procedures in welding and brazing, in accordance with the ASME Boiler and Pressure Vessel Code and the ASME B31 Code for Pressure Piping. Flux core arc welding to use alloy rods, type 7000, American Welding Society AWS standards A5.20-E70T1.

DELIVERY

The bidder shall provide the number of calendar days from the date the bid is awarded to the delivery of the completed unit.

A qualified delivery engineer representing the contractor shall deliver the apparatus and instruct the Fire Department personnel in the proper operation, care and maintenance of the equipment delivered.

To ensure proper break-in of all components while still under warranty, the apparatus shall be delivered under its own power. The unit will remain insured by the apparatus manufacturer until the department accepts the unit.

PERFORMANCE TESTS AND REQUIREMENTS

A road test shall be conducted with the apparatus fully loaded to its estimated in-service weight and shall be capable of the following performance while on dry paved roads that are in good condition and for a continuous run of ten (10) miles or more, during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts and rear axles shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus. The successful bidder shall furnish a Weight Certificate showing weights on front axle, rear axles and total weight for the completed apparatus at time of delivery.

- The apparatus shall be capable of accelerating to 35 MPH (55 km/hr) from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed RPM of the engine.
- The apparatus, fully loaded, shall be capable of obtaining a minimum top speed of 50 MPH (80 km/hr) on a level dry concrete highway with the engine not exceeding its governed RPM (fully loaded).
- The service brakes shall be capable of stopping a fully loaded vehicle in 35ft (10.7 m) at 20 mph (32.2 km/hr) on a level concrete highway. The air brake system shall conform to Federal Motor Vehicle Safety Standards (FMVSS) 121.
- The apparatus, when fully loaded, shall have not less than 25 percent or more than 50 percent of the weight on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle.
- From a steady pace of 15 mph, the vehicle will accelerate to a true speed of 35 mph within 15 seconds. This will be accomplished without moving gear selector.
- The apparatus will be able to maintain a speed of at least 20 mph on any grade up to and including 6 percent.
- The contractor shall have the Underwriter's Laboratories, LLC conduct the tests of the apparatus as in accordance with standard practices required by the Underwriter Laboratories, LLC (Guide for the Certification of Fire Department Pumper latest edition). A copy of all tests shall accompany the Apparatus. (For apparatus sold within Canadian ULC S515 latest revision shall prevail).
- The contractor shall furnish copies of the Pump Manufacturer's Certification of hydrostatic test, the Engine Manufacturer current certified brake horsepower curve, and the Manufacturer's record of pumper construction details when delivered.
- All fluid levels and applicable pressures will be brought to proper levels and noted prior to final delivery.

INFORMATION REQUIRED

The manufacturer shall supply at time of delivery, a complete operation and maintenance manual covering the completed apparatus as delivered.

A Fire Apparatus Safety Guide published by Fire Apparatus Manufacturer's Association shall be provided with the apparatus upon delivery. This manual includes essential safety information for fire fighters, fire chiefs, apparatus mechanics, and fire department safety officers. The guide is applicable to municipal, wildland, and airport firefighting apparatus manufactured on either custom or commercial chassis.

A permanent plate shall be mounted in the driver's compartment to specify the quantity and type of the following fluids used in the vehicle: Engine oil, engine coolant, and chassis transmission fluid, pump transmission lubrication fluid, pump primer fluid (if used) and drive axle lubrication fluid.

The manufacture shall supply the final certification of GVWR and GAWR on a nameplate affixed to the vehicle.

A permanent plate in the driver's compartment shall be installed, specifying the seating capacity of the enclosed cab.

Signs that state "OCCUPANTS MUST BE SEATED AND BELTED WHEN APPARATUS IS IN MOTION" shall be provided and will be visible from each seated position. An accident prevention sign shall be located at the rear step area of the apparatus. It shall warn all personnel that standing on the step while apparatus is in motion shall be prohibited.

A nameplate indicating the chassis transmission shift selector position to be used when pumping shall be provided in the driving compartment and located so that it can be easily read from the driver's position.

LIABILITY

The bidder, if their bid is accepted, shall defend any and all suits and assume all liability for the use of any patented device or article forming part of the apparatus or any appliance provided under the contract.

GENERAL CONSTRUCTION

The apparatus shall be designed with due consideration to distribution of load between the front and rear axles, so that all specified equipment, including filled water tank, a full complement of personnel and fire hose will be carried without injury to the apparatus. Weight balance and distribution shall be in accordance with the recommendations of the current NFPA, Standard for Automotive Fire Apparatus, documentation at time of contract signing.

The apparatus shall be designed so that all recommended daily maintenance checks can be performed easily by the operator without the need for hand tools. Apparatus components that interfere with repair or removal of other major components must be attached with fasteners (cap, screws, nuts, etc.) so that the components can be removed and installed with normal hand tools. These components must not be welded or otherwise permanently secured into place.

The GAWR and GVWR of the chassis shall be adequate to carry the fully equipped apparatus including all tanks filled, the specified hose load, unequipped personnel weight, ground ladders and a miscellaneous equipment allowance per NFPA criteria. It shall be the responsibility of the purchaser to provide the contractor with the weight of equipment to be carried if it is in excess of the allowance as set forth by NFPA.

The unequipped personnel weight shall be calculated at 250 lbs. per person times the maximum number of persons to ride on the apparatus.

The height of the fully loaded vehicle's center of gravity shall not exceed the chassis manufacturer's maximum limit.

The front to rear weight distribution of the fully loaded vehicle shall be within the limits set by the chassis manufacturer. The front axle loads shall not be less than the minimum axle loads specified by the chassis manufacturer, under full loads and all other loading conditions.

The difference in weight on the end of each axle, from side to side, when the vehicle is fully loaded and equipped shall not exceed 7 percent.

The apparatus shall be so designed that the various parts are readily accessible for lubrication, inspection, adjustment and repair.

Where special tools manufactured or designed by the contractor and are required to provide routine service on any component of the apparatus built or supplied by the contractor, such tools shall be provided with the apparatus.

EXCEPTIONS TO SPECIFICATIONS

The following specifications shall be strictly adhered to. Exceptions shall be allowed if they are equal to or superior to that as specified and providing, they are listed and entirely explained on a separate page entitled "Exceptions to Specifications". The exceptions list to refer to specification page number and paragraph.

Proposals taking total exception to specifications or total exception to certain parts of the specifications such as Electrical Systems, Chassis, Body or Pump, will not be accepted.

Prototype units will not be acceptable. Apparatus shall be inspected upon completion for compliance with specifications.

Deviations will not be tolerated and will be cause for rejection of Apparatus unless they were originally listed in bidder's proposal and accepted in writing by the department.

If the bidder takes an exception, on the exception page, the bidder must state an option price to bring their specifications into full compliance with the Department specifications.

Failure to provide this information shall be cause to reject the proposal as being non-responsive.

Copied or run off sheets of these specifications shall be unacceptable, and the bid will be rejected no exceptions.

WARRANTY

Warranties applicable to the chassis and body (excluding vendor supplied components {engine, transmission, axles, etc.} which carry their own specific warranties) will be addressed by a single point warranty service provider approved by the manufacturer to perform service as necessary.

PURCHASER'S RIGHTS

The Purchaser reserves the right to accept or reject any or all bids as it deemed in their best interests.

BID DRAWING

For purposes of evaluation, the bidder shall provide a drawing illustrating, but not limited to, the overall dimensions, wheelbase, and overall length of the proposed apparatus. Other specified equipment shall be required to be included with the bidder's proposal package.

The drawings shall be large "D" size (minimum 24.00 inches x 36.00 inches). Smaller size drawings, "similar to" drawings or general sales drawings, shall not be acceptable.

Failure to provide a bid evaluation drawing in accordance with these specifications shall be cause for rejection of the bid proposal.

APPROVAL DRAWING

After the award of the bid, the contractor shall provide detailed colored engineering drawings including, but not limited to, the overall dimensions, wheelbase, and overall length of the proposed apparatus for use during the pre-construction conference.

The drawings shall include, but shall not be limited to, the right, left, top, front and rear views of the apparatus.

SINGLE SOURCE MANUFACTURER

Bids shall only be accepted from a single source apparatus manufacturer.

The definition of a single source manufacturer is a company that designs and manufactures their products utilizing an approach that includes complete product integration, including the apparatus chassis, cab, and body modules being constructed, assembled, and tested on company premises only.

Warranties qualified to the chassis and body design construction (excluding vendor component warranties such as engine, axles, transmission, and pumps, etc.) will be from a single source manufacturer and not separated between manufacturers (i.e., body and chassis). The bidder shall provide evidence of maintaining compliance to this requirement.

TAG-ON ORDERS-COOPERATIVE PURCHASING

Other fire departments, metropolitan regions, or municipalities may purchase apparatus and equipment similar to the Apparatus and Equipment that is the subject of this Contract. The following terms shall apply to any such tag-on orders:

(a) Changes - Spartans' intention is to make available to others, tag-on orders utilizing the same specification as the Apparatus and Equipment that is the subject of this Contract in order to provide favorable pricing and lead-times to other buyers due to having such specification fully engineered. Spartan recognizes however that each additional buyer may have unique requirements that must be accommodated; and in this regard, limited changes will be permitted. Such changes will be captured in the pre-construction meeting and the price of any tag-on unit adjusted accordingly.

(b) Term – Tag-on orders may be placed for a term of one year after the Effective Date of this Contract.

(c) Escalation - Spartan Fire, LLC reserves the right to adjust the price of any tag-on order if material costs escalate during the term of this Contract, changes in regulations become effective (for example EPA, NFPA or other), or the tag-on order would cross a model year.

(d) Acceptance – Spartan Fire, LLC reserves the right to accept or reject any tag-on orders under this Contract.

FINITE ELEMENT ANALYSIS AND TESTING

Finite Element Analysis (FEA) shall be provided by the manufacturer.

Prototype bodies have been subjected to rigorous testing over varied terrains simulating different environmental conditions.

The purpose of such complex engineering methods of analysis shall be to ensure the longevity of the design by analyzing stress levels throughout the body and incorporating the structural supports wherever necessary.

There shall have been a minimum of three (3) different load cases (per DOT, FHWA, and TTMA recommended practice) applied and analyzed to properly display the different areas and levels of stresses that will be present under the various operating conditions of the apparatus.

In addition to the FEA analysis, the core product design shall be strain gauged instrumental to ensure validation of FEA results and “Real World” drive/apparatus driving conditions.

Analysis shall also have been conducted on the mounting system for the apparatus body and pump house. EXCEPTIONS TO THIS STATEMENT MAY BE CAUSE FOR IMMEDIATE REJECTION AND/OR BE CONSIDERED NON-COMPLIANT.

SUPPLIED INFORMATION & EXTRAS

The apparatus manufacturer shall supply two (2) hard copies of apparatus manuals with all manufactured apparatus.

The manuals shall include, but not be limited to: all component warranties, users' manuals and information for supplied products, apparatus engineering information including drawings and build prints, and whatever other pertinent information the manufacturer can supply to its customer regarding the said apparatus.

Included in the delivery of the unit, the manufacturer shall also include spare hardware and extra fasteners, paint for touch-up, information regarding washing and care procedures, as well as other recommendations for care and maintenance of the general apparatus.

The manufacturer shall also supply a manufacturer's record of apparatus construction details, including the following information:

- Owner name and address;
- Apparatus manufacturer, model, and serial number;
- Chassis make, model, and serial number;
- GAWR of front and rear axles;
- Front tire size and total rated capacity in kilograms;
- Rear tire size and total rated capacity in kilograms;
- Chassis weight distribution in kilograms with water (if applicable) and manufacturer mounted equipment (front and rear);
- Engine make, model, serial number, rated horsepower, related speed and no load governed speed;
- Type of fuel and fuel tank capacity;
- Electrical system voltage and alternator output in amps;
- Battery make and model, capacity in CCA
- Paint numbers;
- Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall vehicle (with the water tank full (if applicable) but without personnel, equipment, and hose);
- Written load analysis and results of the electrical system performance tests;
- Transmission make, model, and type;
- Pump to drive through the transmission (yes or no);
- Engine to pump gear ratio and transmission gear ratio used;
- Pump make model, rated capacity in gallons per minute, serial number, and number of stages;
- Pump manufacturer's certification of suction capability;
- Pump manufacturer's certification of hydrostatic test;
- Pump manufacturer's certification of inspection and test for the fire pump;
- Copy of the apparatus manufacturer's approval for stationary pumping applications;
- Pump transmission make, model and serial number;
- Priming device type;
- Type of pump pressure control system;
- The engine manufacturer's certified brake horsepower curve for the engine furnished, showing the maximum no load governed speed;
- Certification of the water tank capacity.

LIABILITY INSURANCE COVERAGE

In order to protect the department and its personnel, the bidder shall show proof that it has no less than $10 million dollars in liability insurance in force. A certificate of coverage shall be included in the bid package. Failure to carry liability insurance of at least this amount or failure to include proof of coverage shall be cause to reject the bidder's proposal.

GENERAL WARRANTY

The manufacturer shall provide a two (2) year warranty from the date of delivery.

In the case of a commercial chassis being used, the warranty on the chassis, engine, transmission, tires, storage batteries, generators, electrical lamps and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the manufacturer by the customer.

STRUCTURAL BODY WARRANTY

A structural Aluminum body warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of ten (10) years.

PAINT WARRANTY

A Prorated Paint Warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of ten (10) years.

PUMP WARRANTY

Waterous Company shall provide a limited manufacturer's pump warranty to be free from defects, under normal use and service, for a period of seven (7) years from the date placed into service.

PLUMBING WARRANTY

A Stainless Steel Plumbing/Piping warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of ten (10) years from the date of delivery.

TANK WARRANTY

A lifetime tank warranty shall be provided by the tank manufacturer.

MULTI-PLEXED ELECTRICAL WARRANTY

A four (4) year limited (V-MUX) multiplex system warranty, of Weldon Technologies, Inc., shall be provided by the apparatus manufacturer, for parts and labor, while under normal use and service, against mechanical, electrical and physical defects from the date of installation.

The warranty shall exclude: sensors, shunt interface modules, serial or USB kits, transceivers, cameras, GPS, and electrical display screens, which shall be limited to a period of one (1) time a year repair for parts and labor from the date of installation. Please see the official warranty document in the appendix (attached) for specific details.

PUMP CERTIFICATION AND TESTING

The apparatus upon completion will be tested and certified by Underwriters Laboratories, LLC. The certification tests will follow the guidelines outlined in current NFPA, Standard for Automotive Fire Apparatus, documentation at time of contract signing.

There shall be multiple tests performed by the contractor and Underwriter's Laboratories, LLC when the apparatus has been completed. The manufacturer shall provide the completed Test Certificate(s) to the purchaser at time of delivery. The inspection services of Underwriters Laboratories, LLC are available to all bidders on an equal basis; therefore, no third party certification of testing results shall be acceptable.

If the pumping system provided is rated at 3000gpm (12,000 L/min) or less, the pump shall be capable of delivering the following:

(1) One hundred percent of rated capacity at 150 psi (1000 kPa) net pump pressure.

(2) Seventy percent of rated capacity at 200 psi (1400 kPa) net pump pressure.

(3) Fifty percent of rated capacity at 250 psi (1700 kPa) net pump pressure.

If the fire pump has a rated capacity of 750gpm (3000 L/min) or greater, the pump shall be tested after the pump and all its associated piping and equipment have been installed on the apparatus.

The tests shall include at least the pumping test, the pumping engine overload test, the pressure control system test, the priming device tests, and the vacuum test.

A test plate shall be provided at the pump operator’s panel that gives the rated discharges and pressures together with the speed of the engine as determined by the certification test for each unit, the position of the parallel/series pump as used, and the governed speed of the engine as stated by the engine manufacturer on a certified brake horsepower curve. The plate shall be completely stamped with all information at the factory and attached to the vehicle prior to shipping.

Pumping Test:

The test site shall be adjacent to a supply of clear water at least 4 ft. (1.2 m) deep, with the water level not more than 10 ft. (3 m) below the center of the pump intake, and close enough to allow the suction strainer to be submerged at least 2 ft. (0.6 m) below the surface of the water when connected to the pump by 20 ft. (6 m) of suction hose.

Tests shall be performed when conditions are as follows:

(1) Air temperature: 0°F to 110°F (−18°C to 43°C)

(2) Water temperature: 35°F to 90°F (2°C to 32°C)

(3) Barometric pressure: 29 in. Hg (98.2 kPa), minimum (corrected to sea level)

Engine-driven accessories shall not be functionally disconnected or otherwise rendered inoperative during the tests.

The following devices shall be permitted to be turned off or not operating during the pump test:

(1) Foam pump
(2) Winch
(3) Windshield wipers
(4) Four-way hazard flashers
(5) Compressed air foam system (CAFS) compressor

PUMP CERTIFICATION AND TESTING, CONT'D.

All structural enclosures, such as floorboards, gratings, grilles, and heat shields, not provided with a means for opening them in service shall be kept in place during the tests.

All test gauges shall meet the requirements for Grade A gauges as defined in ASME B40.100, *Pressure Gauges and Gauge Attachments*, and shall be at least size 3½ perASMEB40.100. The pump intake gauge shall have a range of 30 in. Hg (100 kPa) vacuum to zero for a vacuum gauge, or 30 in. Hg (100 kPa) vacuum to a gauge pressure of 150 psi (1000 kPa) for a compound gauge. The discharge pressure gauge shall have a gauge pressure range of 0 psi to 400 psi (0 kPa to 2800 kPa). All pilot gauges shall have a gauge pressure range of at least 0 psi to 160 psi (0 kPa to 1100 kPa). All gauges shall be calibrated in the month preceding the tests using a dead-weight gauge tester or a master gauge meeting the requirements for Grade 3Aor 4Agauges, as defined in ASME B40.100, *Pressure Gauges and Gauge Attachments*, that has been calibrated within the preceding year.

The engine speed–measuring equipment shall consist of a nonadjustable tachometer supplied from the engine or transmission electronics, a revolution counter on a checking shaft outlet and a stopwatch, or other engine speed–measuring means that is accurate to within ± 50 rpm of actual speed.

The pump shall be subjected to a 3 hour pumping test from draft consisting of 2 hours of continuous pumping at rated capacity at a minimum of 150 psi (1000 kPa) net pump pressure, followed by ½ hour of continuous pumping at 70 percent of rated capacity at a minimum of 200 psi (1400 kPa) net pump pressure and ½ hour of continuous pumping at 50 percent of rated capacity at a minimum of 250 psi (1700 kPa) net pump pressure and shall not be stopped until after the 2 hour test at rated capacity, unless it becomes necessary to clean the suction strainer.

Pumping Engine Overload Test:

The apparatus shall be subjected to an overload test consisting of pumping rated capacity at 165 psi (1100 kPa) net pump pressure for at least 10 minutes.

This test shall be performed immediately following the pumping test of rated capacity at 150 psi (1000 kPa).

The capacity, discharge pressure, intake pressure, and engine speed shall be recorded at least three times during the overload test.

Pressure Control System Test:

The pressure control system on the pump shall be tested as follows:

(1) The pump shall be operated at draft, delivering rated capacity at a discharge gauge pressure of 150 psi (1000 kPa).

(2) The pressure control system shall be set in accordance with the manufacturer's instructions to maintain the discharge gauge pressure at 150 psi (1000 kPa) ±5 percent.

(3) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.

(4) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.

(5) The original conditions of pumping rated capacity at a discharge gauge pressure of 150 psi (1000 kPa) shall be reestablished.

(6) The discharge pressure gauge shall be reduced to 90 psi (620 kPa) by throttling the engine fuel supply, with no change to the discharge valve settings, hose, or nozzles.

PUMP CERTIFICATION AND TESTING, CONT'D.

(7) The pressure control system shall be set according to the manufacturer's instructions to maintain the discharge gauge pressure at 90 psi (620 kPa) ±5 percent.

(8) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.

(9) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.

(10) The pump shall be operated at draft, pumping 50 percent of rated capacity at a discharge gauge pressure of 250 psi (1700 kPa).

(11) The pressure control system shall be set in accordance with the manufacturer's instructions to maintain the discharge gauge pressure at 250 psi (1700 kPa) ±5 percent.

(12) All discharge valves shall be closed not more rapidly than in 3 seconds and not more slowly than in 10 seconds.

(13) The rise in discharge pressure shall not exceed 30 psi (200 kPa) and shall be recorded.

Priming System Tests:

With the apparatus set up for the pumping test, the primer shall be operated in accordance with the manufacturer's instructions until the pump has been primed and is discharging water. This test shall be permitted to be performed in connection with priming the pump for the pumping test.

The interval from the time the primer is started until the time the pump is discharging water shall be noted. The time required to prime the pump shall not exceed 30 seconds if the rated capacity is 1250 gpm (5000 L/min) or less. The time required to prime the pump shall not exceed 45 seconds if the rated capacity is 1500 gpm (6000 L/min) or more.

An additional 15 seconds shall be permitted in order to meet the requirements of 16.13.5.3 and 16.13.5.4 when the pump system includes an auxiliary 4 in. (100 mm) or larger intake pipe having a volume of 1 ft3 (0.03 m3) or more.

Vacuum Test:

The vacuum test shall consist of subjecting the interior of the pump, with all intake valves open, all intakes capped or plugged, and all discharge caps removed, to a vacuum of 22 in. Hg (75 kPa) by means of the pump priming system.

At altitudes above 2000 ft. (600 m), the vacuum attained shall be permitted to be less than 22 in. Hg (75 kPa) by 1 in. Hg (3.4 kPa) for each 1000 ft. (305 m) of altitude above 2000 ft. (610 m).

The vacuum shall not drop more than 10 in. Hg (34 kPa) in 5 minutes.

The primer shall not be used after the 5 minute test period has begun and the engine shall not be operated at any speed greater than the governed speed during this test.

PUMP CERTIFICATION AND TESTING, CONT'D.

Water Tank–to–Pump Flow Test:

A water tank–to–pump flow test shall be conducted as follows:

(1) The water tank shall be filled until it overflows.

(2) All intakes to the pump shall be closed.

(3) The tank fill line and bypass cooling line shall be closed.

(4) Hose lines and nozzles for discharging water at the rated tank-to-pump flow rate shall be connected to one or more discharge outlets.

(5) The tank-to-pump valve(s) and the discharge valves leading to the hose lines and nozzles shall be fully opened.

(6) The engine throttle shall be adjusted until the required flow rate −0/+5 percent is established.

(7) The discharge pressure shall be recorded.

(8) The discharge valves shall be closed, and the water tank refilled.

(9) The bypass line shall be permitted to be opened temporarily, if needed, to keep the water temperature in the pump within acceptable limits.

(10) The discharge valves shall be reopened fully, and the time noted.

(11) If necessary, the engine throttle shall be adjusted to maintain the discharge pressure recorded as noted in 16.13.7.1(7).

(12) When the discharge pressure drops by 10 psi (70 kPa) or more, the time shall be noted and the elapsed time from the opening of the discharge valves shall be calculated and recorded.

Volume Discharge Calculation:

The volume discharged shall be calculated by multiplying the rate of discharge in gallons per minute (liters per minute) by the time in minutes elapsed from the opening of the discharge valves until the discharge pressure drops by at least 10 psi (70 kPa).

Other means shall be permitted to be used to determine the volume of water pumped from the tank such as a totalizing flowmeter, weighing the truck before and after, or refilling the tank using a totalizing flowmeter.

The rated tank-to-pump flow rate shall be maintained until 80 percent of the rated capacity of the tank has been discharge.

Engine Speed Advancement Interlock Test

The engine speed advancement interlock system shall be tested to verify that engine speed cannot be increased at the pump operator's panel unless there is throttle-ready indication.

If the apparatus is equipped with a stationary pump driven through split-shaft PTO, the test shall verify that the engine speed control at pump operator's panel cannot be advanced when either of the following conditions exists:

- The chassis transmission is in neutral, the parking brake is off, and the pump shift in the driving compartment is in the road position.
- The chassis transmission has been placed in the position for pumping as indicated on the label provided in the driving compartment, the parking brake is on, and the pump shift in the driving compartment is in the road position.

If the apparatus is equipped with a stationary pump driven through a transmission mounted PTO, front-of-engine crankshaft PTO, or engine flywheel PTO, the test shall verify that the engine speed control on the pump operator's panel cannot be advanced when either of the following conditions exists:

- The chassis transmission is in neutral, the parking brake is off, and the pump shift status in the driving compartment is disengaged.
- The chassis transmission is in any other gear other than neutral, the parking brake is on, and the pump shift in the driving compartment is in the "Pump Engaged" position.

If the apparatus is equipped with a pump driven by the chassis engine designed for both stationary pumping and pump-in-motion, the test shall verify that the engine speed control at pump operator's panel cannot be advanced when either of the following conditions exists:

- The chassis transmission is in neutral, the parking brake is on, and the pump shift status in the driving compartment is disengaged.
- The chassis transmission is in any other gear other than neutral, the parking brake is on, and the pump shift in the driving compartment is in the "Pump Engaged" or the "OK to Pump In-Motion" position.

If the apparatus is equipped with a stationary pump driven through transfer case PTO, the test shall verify that the engine speed control on the pump operator's panel cannot be advanced when either of the following conditions exists:

- The chassis transmission is in neutral, the transfer case is in neutral, the parking brake is off, and the pump shift in the driving compartment is in the road position.
- The chassis transmission is in neutral, the transfer case is engaged, the parking brake is off, and the pump shift in the driving compartment is in the road position.
- The chassis transmission has been placed in the position for pumping as indicated on the label provided in the driving compartment, the parking brake is on, and the pump shift in the driving compartment is in the road position.

LOW-VOLTAGE ELECTRICAL SYSTEM PERFORMANCE TESTING

The apparatus low-voltage electrical system will be tested and certified. Tests shall be performed when the air temperature is between 0°F and 110°F (–18°C and 43°C). The three tests defined in NFPA shall be performed in the order in which they appear. Before each test, the batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for 10 minutes. Failure of any of these tests shall require a repeat of the sequence.

Reserve Capacity Test:

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged.

The engine shall be shut off and the minimum continuous electrical load shall be activated for 10 minutes.

All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test failure of the battery system.

Alternator Performance Test at Idle:

The minimum continuous electrical load shall be activated with the engine running at idle speed.

The engine temperature shall be stabilized at normal operating temperature.

The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

Alternator Performance Test at Full Load:

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer’s governed speed.

The test duration shall be a minimum of 2 hours.

Activation of the load management system shall be permitted during this test.

An alarm sounded by excessive battery discharge, as detected by the system required in NFPA 13.3.4, or a system voltage of less than 11.8 V dc for a 12 V nominal system or 23.6 V dc for a 24 V nominal system, for more than 120 seconds, shall be considered a test failure.

Low Voltage Alarm Test:

Following the above test, a Low Voltage Alarm Test will be performed in the manner prescribed.

With the engine shut off, the total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates.

The battery voltage shall be measured at the battery terminals.

The test shall be considered a failure if the alarm has not yet sounded 140 seconds after the voltage drops to 11.70V for a 12 V nominal system or 23.4 V for a 24 V nominal system.

The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

Certification Documentation:

At the time of delivery, the manufacturer shall provide the following documentation:

(1) Documentation of the electrical system performance tests.

(2) A written electrical load analysis, including the following:

(a) The nameplate rating of the alternator.

(b) The alternator rating under the conditions specified above.

(c) Each of the component loads specified that make up the minimum continuous electrical load.

(d) Additional electrical loads that, when added to the minimum continuous electrical load, determine the total continuous electrical load.

(e) Each individual intermittent electrical load.

WARNING AND INFORMATION LABELS

All warning and informational labels (non-vendor specific) shall be provided in compliance with (NFPA) 1901, Standard for Automotive Fire Apparatus, and installed in the appropriate locations to alert the operator of potential hazards and operating instructions.

NO PRE-CONSTRUCTION CONFERENCE

There shall be no Pre-construction conference, prior to manufacturing, with individuals from the Fire Department.

NO FINAL INSPECTION

There shall be no Final- Inspection unless otherwise specified.

NFPA 1901

The apparatus and product orientation of the vehicle will be provided per NFPA 1901-2016 revision.

MAXIMUM OVERALL LENGTH REQUIREMENT

The Apparatus specified shall be constructed with no restrictions to the Maximum Overall Length.

MAXIMUM OVERALL HEIGHT REQUIREMENT

The Apparatus specified shall be constructed as detailed and shall NOT exceed a Maximum Overall Height of 10 feet 2 inches.

MAXIMUM WHEEL BASE REQUIREMENT

The Apparatus specified shall be constructed as detailed and shall NOT exceed a Maximum Wheel Base of 184 inches.

CHASSIS REQUIRED LABELING

Signs that state "Occupants must be seated and belted when apparatus is in motion" shall be provided.

They shall be visible from each seating position.

There shall be a lubrication plate mounted inside the cab listing the type and grade of lubrication used in the following areas on the apparatus and chassis:

- Engine oil
- Engine Coolant
- Transmission Fluid
- Pump Transmission Lubrication Fluid
- Drive Axle Lubrication Fluid
- Generator Lubrication Fluid (where applicable)
- Tire Pressures

APPARATUS INFORMATION LABEL

There shall be a high-visibility label installed in a location clearly detectable to the driver while in the seated position.

The label shall indicate the following specified information.

Overall Height (feet and inches)
Overall Length (feet and inches)
Overall GVWR (tons or metric tons)

HELMET RESTRAINTS

All NFPA required helmet restraints will be supplied and installed by the Fire Department prior to the truck being placed into service.

MODEL

The chassis shall be a Panther model. The cab and chassis shall include design considerations for multiple emergency vehicle applications, rapid transit and maneuverability. The chassis shall be manufactured for heavy duty service with the strength and capacity to support a fully laden apparatus, one hundred (100) percent of the time.

MODEL YEAR

The chassis shall have a vehicle identification number that reflects a 2026 model year.

COUNTRY OF SERVICE

The chassis shall be put in service in the country of United States of America (USA).

The chassis will meet applicable U.S.A. federal motor vehicle safety standards per CFR Title 49 Chapter V Part 571 as clarified in the incomplete vehicle book per CFR Title 49 Chapter V Part 568 Section 4 which accompanies each chassis. The chassis manufacturer is not responsible for compliance to state, regional, or local regulations. Dealers should identify those regulations and order any necessary optional equipment from the chassis manufacturer or their OEM needed to be in compliance with those regulations.

CAB AND CHASSIS LABELING LANGUAGE

The cab and chassis shall include the applicable caution, warning, and safety notice labels with text to be written in English. All applicable caution, warning, and safety notice labels shall be Innovative Controls brand. Where applicable to the location within the specific layout and label package of the cab and chassis, the labels shall include decorative chrome bezels. Designs shall include bezels that fit individual labels or packaged configurations of labels in certain common locations.

APPARATUS TYPE

The apparatus shall be a pumper vehicle designed for emergency service use which shall be equipped with a permanently mounted fire pump which has a minimum rated capacity of 750 gallons per minute (3000 L/min). The apparatus shall include a water tank and hose body whose primary purpose is to combat structural and associated fires.

VEHICLE TYPE

The chassis shall be manufactured for use as a straight truck type vehicle and designed for the installation of a permanently mounted apparatus behind the cab. The apparatus of the vehicle shall be supplied and installed by the apparatus manufacturer.

VEHICLE ANGLE OF APPROACH PACKAGE

The angle of approach of the apparatus shall be a minimum of 8.00 degrees.

NFPA1901 Angle of Approach definition:

“To determine the angle of approach, place a thin steel strip against the front of the tires where they touch the ground or stretch a tight string from one front tire to the other at the front where they touch the ground. Determine the lowest point (component or equipment) on the vehicle forward of the front tire that would make the smallest angle of approach. Hang a plumb bob from the lowest point and mark the point on the ground where the point of the plumb bob touches. Measure the vertical distance from the ground to the point where the plumb bob was hung (distance *V*). Measure the horizontal distance from the plumb bob point to the steel strip or string running from front tire to front tire (distance *H*). Divide the vertical distance by the horizontal distance. The ratio of *V/H* is the tangent of the angle of approach. If the ratio is known, the angle of approach can be determined from a table of trigonometric functions of angles or from a math calculator. The standard requires a minimum angle of approach of 8.00 degrees: since the tangent of 8.00 degrees is 0.1405, if *V* divided by *H* is 0.1405 or larger, the angle of approach is 8.00 degrees or greater.”

AXLE CONFIGURATION

The chassis shall feature a 4 x 2 axle configuration consisting of a single rear drive axle with a single front steer axle.

GROSS AXLE WEIGHT RATINGS FRONT

The front gross axle weight rating (GAWR) of the chassis shall be 20,000 pounds.

This front gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

GROSS AXLE WEIGHT RATINGS REAR

The rear gross axle weight rating (GAWR) of the chassis shall be 26,000 pounds.

This rear gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

PUMP PROVISION

The chassis shall include provisions to mount a drive line pump in the middle of the chassis, behind the cab, more commonly known as the midship location. Chassis driveline pump provisions shall include an interlock feature for automatic setting of the park brake when the vehicle is shifted into pump mode while the transmission is in neutral and the transmission output speed translates to less than 1 mph. When the conditions are met the driver side parking brake valve shall activate. Once shifted to road mode the condition for electric automatic brake engagement is no longer present and the driver’s parking brake control valve shall function normally.

WATER & FOAM TANK CAPACITY

The chassis shall include a carrying capacity of 750 gallons (2839 liters) to 1250 gallons (4732 liters). The water and/or foam tank(s) shall be supplied and installed by the apparatus manufacturer.

WARRANTY

Purchaser shall receive a Custom Chassis Two (2) Years or 36,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0102. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CAB STYLE

The cab shall be a custom, fully enclosed, EMFD model with a 10.00 inch raised roof over the driver, officer, and crew area, designed and built specifically for use as an emergency response vehicle by a company specializing in cab and chassis design for all emergency response applications. The cab shall be designed for heavy-duty service utilizing superior strength and capacity for the application of protecting the occupants of the vehicle. This style of cab shall offer up to eight (8) seating positions.

The cab shall incorporate a fully enclosed design with side wall roof supports, allowing for a spacious cab area with no partition between the front and rear sections of the cab. To provide a superior finish by reducing welds that fatigue cab metal; the roof, the rear wall and side wall panels shall be assembled using a combination of welds and proven industrial adhesives designed specifically for aluminum fabrication for construction.

The cab shall be constructed using multiple aluminum extrusions in conjunction with aluminum plate, which shall provide proven strength and the truest, flattest body surfaces ensuring less expensive paint repairs if needed. All aluminum welding shall be completed to the American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum.

All interior and exterior seams shall be sealed for optimum noise reduction and to provide the most favorable efficiency for heating and cooling retention.

The cab shall be constructed of 5052-H32 corrosion resistant aluminum plate. The cab shall incorporate tongue and groove fitted 6061-T6 0.13 & 0.19 inch thick aluminum extrusions for extreme duty situations. A single formed, one (1) piece extrusion shall be used for the “A” pillar, adding strength and rigidity to the cab as well as additional roll-over protection. The cab side walls and lower roof skin shall be 0.13 inch thick; the rear wall and raised roof skins shall be 0.09 inch thick; the front cab structure shall be 0.19 inch thick.

The exterior width of the cab shall be 94.00 inches wide with a minimum interior width of 88.00 inches. The overall cab length shall be 137.10 inches with 60.00 inches from the centerline of the front of the axle to the back of the cab.

The cab interior shall be designed to afford the maximum usable interior space and attention to ergonomics with hip and legroom while seated which exceeds industry standards. The crew cab floor shall be flat across the entire walking area for ease of movement inside the cab.

The cab shall offer an interior height of 57.50 inches from the front floor to the headliner and a rear floor to headliner height of 65.00 inches in the raised roof area, at a minimum. The cab shall offer an interior measurement at the floor level from the rear of the engine tunnel to the rear wall of the cab of 57.88 inches. All interior measurements shall include the area within the interior trimmed surfaces and not to any unfinished surface.

The cab shall include a driver and officer area with two (2) cab doors large enough for personnel in full firefighting gear. The front doors shall offer a clear opening of 40.25 inches wide X 53.50 inches high, from the cab floor to the top of the door opening. The cab shall also include a crew area with up to two (2) cab doors, also large enough for personnel in full firefighting gear. The rear doors shall offer a clear opening of 32.25 inches wide X 61.00 inches high, from the cab floor to the top of the door opening.

The cab shall incorporate a progressive two (2) step configuration from the ground to the cab floor at each door opening. The progressive steps are vertically staggered and extend the full width of each step well allowing personnel in full firefighting gear to enter and exit the cab easily and safely.

The first step for the driver and officer area shall measure approximately 11.50 inches deep X 31.13 inches wide. The intermediate step shall measure approximately 8.50 inches deep X 32.50 inches wide. The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 11.00 inches.

The first step for the crew area shall measure approximately 11.50 inches deep X 20.44 inches wide. The intermediate step shall measure approximately 10.25 inches deep X 22.75 inches wide. The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 12.80 inches.

OCCUPANT PROTECTION

An IMMI 4Front® occupant protection system shall be installed in the vehicle's cab. The system shall inflate three (3) air bags in the following locations:

- Steering wheel air bag to protect the head and neck of the driver
- Knee bolster air bag to protect the driver's legs
- Knee bolster air bag to protect the officer's legs

The air bags shall use a combination of high-pressure stored argon and oxygen with a pyrotechnic charge for initiation to inflate the bags remain inflated for several seconds.

The system shall be connected to the crash detection sensor that will also activate the driver and first officer integrated belt pretensioners if it detects a frontal crash.

A RollTek™ rollover occupant protection system shall be installed in the apparatus cab. The system shall include an integrated roll sensor (IRS) master module and a slave sensor in applicable configurations.

The IRS shall be a microprocessor-controlled solid-state sensing device that utilizes vehicle-specific calibrations to detect rollovers. The IRS shall be equipped with pyrotechnic loops for connection to the protective countermeasures which shall include seat integrated side roll airbags (SRA), integrated seat belt pretensioners, and air seat pull-downs (S4S), in applicable occupant seat positions.

The IRS shall continuously monitor the truck`s acceleration and angle, and upon detection of an imminent roll-over, shall activate protective countermeasures in a pre-programmed sequence. In addition, the IRS shall also act as a data recorder to record crash events for post-crash evaluation.

CAB FRONT FASCIA

The front cab fascia shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick plate which shall be an integral part of the cab.

The cab fascia will encompass the entire front of the aluminum cab structure from the bottom of the windshield to the bottom of the cab and shall be the "Classic" design.

The front cab fascia shall include two (2) modules on each side accommodating a total of up to four (4) Hi/Low beam headlights and two (2) turn signal lights or up to four (4) warning lights. Two (2) chrome plated bezels shall be provided on each side around each set of two lamps.

FRONT GRILLE

The front cab fascia shall include a Kovatch Mobile Equipment (KME) specific style, 304 stainless steel front grille.

CAB UNDERCOAT

There shall be undercoating applied to the underside of the cab which provides an abrasion resistant coating for protection against corrosion caused by moisture, salt, alkalis and galvanic reaction.

CAB SIDE DRIP RAIL

There shall be a drip rail along the top radius of each cab side. The drip rails shall help prevent water from the cab roof running down the cab side.

CAB PAINT EXTERIOR

The cab exterior shall be painted a single color per customers specified paint color following the RFG-SR-001 paint standards.

CAB PAINT PROCESS/MANUFACTURER

The cab shall be painted with PPG Industries paint prior to the installation of glass accessories and all other cab trim to ensure complete paint coverage and the maximum in corrosion protection of all metal surfaces.

All metal surfaces on the cab shall be mechanically etched by sanding disc to remove any surface oxidation or surface debris which may hinder the paint adhesion. Once all imperfections on the exterior surfaces are removed and sanded smooth, body fillers shall be applied to the cab on all surfaces that require a critically aesthetic finish and sanded smooth.

The entire cab shall then be coated with a high quality base primer that is designed to fill any minor surface defects, provide an adhesive bond between the primer and the paint and improve the color and gloss retention of the color. The finish to this procedure shall be sanding the cab to a smooth finish followed by sealing the seams with an automotive seam sealer. The minimum thickness of the primer coat after sanding shall be 2.50 mils with a maximum thickness of 5.00 mils.

The cab shall then be painted the specific color(s) designated by the customer with an acrylic urethane type system designed to retain color and resist acid rain and most atmospheric chemicals found on an emergency scene. The paint shall have a minimum thickness of 1.00 mils with a maximum of 4 mills, followed by a clear top coat with a minimum of 2.5 mils and a maximum of 3.5 mils. The entire cab shall then be baked to speed the curing process of the coatings.

CAB PAINT PRIMARY/LOWER COLOR

The primary/lower paint color shall be PPG FBCH 926234 red.

CAB PAINT WARRANTY

Purchaser shall receive a Paint and Finish (Exterior Clear coated) Ten (10) Years limited warranty in accordance with, and subject to, warranty certificate RFW0710. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CAB PAINT INTERIOR

The visible interior cab structure surfaces shall be painted with a multi-tone onyx black texture finish.

CAB ENTRY DOORS

The cab shall include four (4) entry doors, two (2) front doors and two (2) crew doors designed for ease of entering and egress when outfitted with an SCBA. The doors shall be constructed of extruded aluminum with a nominal thickness of 0.13 inch. The exterior skins shall be constructed of 0.13 inch aluminum plate.

The doors shall include a double rolled style automotive rubber seal around the perimeter of each door frame and door edge which ensures a weather tight fit.

All door hinges shall be hidden within flush mounted cab doors for a pleasing smooth appearance and perfect fit along each side of the cab. Each door hinge shall be piano style with a 0.38 inch pin and shall be constructed of stainless steel.

CAB ENTRY DOOR TYPE

All cab entry doors shall be barrier clear design resulting in exposed lower cab steps. The doors shall provide approximately 32.00 inches of clearance from the ground to the bottom of the door so cab doors may be opened un-hindered by most obstacles encountered, such as guard rails along interstate highways.

Entry doors shall include Pollak mechanical plunger style switches for electrical component activation.

CAB INSULATION

The cab ceiling and walls shall include a nonwoven polyester fiber insulation. The insulation shall act as a barrier absorbing noise as well as assisting in sustaining the desired climate within the cab interior.

DRIVER SIDE MID EMS COMPARTMENT

The cab shall include a compartment located in the middle of the wall above the left side wheel well. This compartment shall measure 17.00 inches wide X 43.00 inches high X 23.00 inches deep.

DRIVER SIDE MID EMS EXTERIOR ACCESS

The cab shall include a hinged box pan door featuring a full length stainless steel piano style hinge and a bright aluminum tread plate inner panel located in the middle of the wall above the left side wheel well. The compartment shall have a minimum clear door opening of 15.00 inches wide X 40.00 inches high.

DRIVER SIDE MID EMS COMPARTMENT INTERIOR

The cab compartment located in the middle of the wall above the left side wheel well shall include solid aluminum walls with an interior access point rear facing. This compartment shall be finished to customer specification.

DRIVER SIDE MID EMS COMPARTMENT INTERIOR ACCESS

The left hand EMS compartment shall include access from inside the cab. The compartment shall be accessible from the inside of the cab via an aluminum framed aluminum hinged door with one (1) non-locking latch. The interior access door shall feature a clear door opening of 14.50 inches wide and as tall as possible in the available customer specified left EMS compartment height and access point. The interior access door shall include a finish to match the EMS compartment exterior finish.

DRIVER SIDE MID EMS COMPARTMENT INTERIOR SHELVING

The left hand mid EMS compartment located in crew area of the cab shall include two (2) aluminum shelves which shall be secured using Unistrut channel on two (2) sides of the interior walls of the compartment. The shelves shall include a 1.00 inch lip around the edges. The shelves shall be finished the same as the interior of the compartment.

DRIVER SIDE MID EMS COMPARTMENT DOOR HARDWARE

The left side EMS compartment door shall include a locking bent D-ring slam latch installed in the lower latch side of the door. There shall be a switch to activate the open compartment warning light in the cab in the event the door is left ajar.

OFFICER SIDE MID EMS COMPARTMENT

The cab shall include a compartment located in the middle of the wall above the right side wheel well. This compartment shall measure 17.00 inches wide X 43.00 inches high X 23.00 inches deep.

OFFICER SIDE MID EMS EXTERIOR ACCESS

The cab shall include a hinged box pan door featuring a full length stainless steel piano style hinge and a bright aluminum tread plate inner panel located in the middle of the wall above the right side wheel well. The compartment shall have a minimum clear door opening of 15.00 inches wide X 40.00 inches high.

OFFICER SIDE MID EMS COMPARTMENT INTERIOR

The cab compartment located in the middle of the wall above the right side wheel well shall include solid aluminum walls with an interior access point rear facing. This compartment shall be finished to customer specification.

OFFICER SIDE MID EMS COMPARTMENT INTERIOR ACCESS

The right hand EMS compartment shall include access from inside the cab. The compartment shall be accessible from the inside of the cab via an aluminum framed aluminum hinged door with one (1) non-locking latch. The interior access door shall feature a clear door opening of 14.50 inches wide and as tall as possible in the available customer specified right EMS compartment height and access point. The interior access door shall include a finish to match the EMS compartment exterior finish.

OFFICER SIDE MID EMS COMPARTMENT INTERIOR SHELVING

The right hand mid EMS compartment located in crew area of the cab shall include two (2) aluminum shelves which shall be secured using Unistrut channel on two (2) sides of the interior walls of the compartment. The shelves shall include a 1.00 inch lip around the edges. The shelves shall be finished the same as the interior of the compartment.

OFFICER SIDE MID EMS COMPARTMENT DOOR HARDWARE

The right side EMS compartment door shall include a locking bent D-ring slam latch installed in the lower latch side of the door. There shall be a switch to activate the open compartment warning light in the cab in the event the door is left ajar.

MID EMS COMPARTMENT LIGHTING

The interior portion of each of the mid EMS compartments shall include compartment door activated LED lighting to illuminate all usable surfaces within each compartment.

MID EMS COMPARTMENT EXTERIOR FINISH

The mid EMS compartment surfaces that are exposed to the interior of the cab shall be painted with a multi-tone onyx black texture finish.

MID EMS COMPARTMENT INTERIOR FINISH

The EMS compartment interior shall feature a DA sanded finish.

CAB STRUCTURAL WARRANTY

Purchaser shall receive a Cab Structure (Aluminum) Ten (10) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0602. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CAB TEST INFORMATION

The cab shall have successfully completed the preload side impact, static roof load application and frontal impact without encroachment to the occupant survival space when tested in accordance with Section 4 of SAE J2420 COE Frontal Strength Evaluation Dynamic Loading Heavy Trucks, Section 5 of SAE J2422 Cab Roof Strength Evaluation Quasi –Static Loading Heavy Trucks and ECE R29 Uniform Provisions Concerning the Approval of Vehicles with regard to the Protection of the Occupants of the Cab of a Commercial Vehicles Annex 3 Paragraph 5.

The above tests have been witnessed by and attested to by an independent third party. The test results were recorded using cameras, high speed imagers, accelerometers and strain gauges. Documentation of the testing shall be provided upon request.

ELECTRICAL SYSTEM

The chassis shall include a single starting electrical system which shall include a 12 volt direct current multiplexing system, suppressed per SAE J551. The wiring shall be appropriate gauge cross link with 311 degree Fahrenheit insulation. All SAE wires in the chassis shall be color coded and shall include the circuit number and function where possible. The wiring shall be protected by 275 degree Fahrenheit minimum high temperature flame retardant loom. All nodes and sealed Deutsch connectors shall be waterproof.

MULTIPLEX DISPLAY

The multiplex electrical system shall include an UltraView 780 display with an interactive touchscreen display and fourteen (14) tactile push buttons. The display shall be located on the left side of the dash in the switch panel. The display shall feature a full color 7.00 inch LCD display screen which shall include a message bar displaying the time of day and important messages requiring acknowledgement by the user. The display screen shall be video ready for back-up cameras, thermal cameras, and 360 camera systems.

The display shall offer varying fonts and background colors. The display shall be fully programmable to the needs of the customer and shall offer virtually infinite flexibility for screen configuration options.

MULTIPLEX DISPLAY SPECIAL LAYOUT

The Vista display and control screen shall be configured specifically for a virtual button on the control screen to override the park brake interlocked deactivation of the wiper system. This will reset when the park brake is cycled.

LOAD MANAGEMENT SYSTEM

The apparatus load management shall be performed by the included multiplex system. The multiplex system shall also feature the priority of sequences and shall shed electrical loads based on the priority list specifically programmed.

DATA RECORDING SYSTEM

The chassis shall have a Weldon Vehicle Data Recorder (VDR) system installed. The system shall be designed to meet NFPA 1901 and shall be integrated with the Weldon Multiplex electrical system. The following information shall be recorded:

- Vehicle Speed
- Acceleration
- Deceleration
- Engine Speed
- Engine Throttle Position
- ABS Event
- Seat Occupied Status
- Seat Belt Status
- Master Optical Warning Device Switch Position
- Time
- Date

Each portion of the data shall be recorded at the specified intervals and stored for the specified length of time to meet NFPA 1901 guidelines and shall be retrievable by connecting a laptop computer to the VDR system. The laptop connection shall be a panel mounted female type B USB connection point, remotely mounted in the left side foot well.

ACCESSORY POWER

The electrical distribution panel shall include two (2) power studs. The studs shall be size #10 and each of the power studs shall be circuit protected with a fuse of the specified amperage. One (1) power stud shall be capable of carrying up to a 40 amp battery direct load. One (1) power stud shall be capable of carrying up to a 15 amp ignition switched load. The two (2) power studs shall share one (1) #10 ground stud.

An OEM body connections bracket shall be installed on the chassis near the left hand battery box. The bracket shall include one (1) set each of 200 amp master power switched and 300 amp battery direct fused power and ground studs.

AUXILIARY ACCESSORY POWER

An auxiliary six (6) position Blue Sea Systems 5025 blade type fuse panel shall be installed behind the switch panel. The fuse panel shall be protected by a 40 amp fuse. The panel shall be capable of carrying up to a maximum 40 amp battery direct load.

ADDITIONAL ACCESSORY POWER

An additional six (6) position Blue Sea Systems 5025 blade type fuse panel shall be installed on the side wall of the engine tunnel behind the officer's seat. The fuse panel shall be protected by a 40 amp fuse. The panel shall be capable of carrying up to a maximum 40 amp battery direct load.

EXTRA ACCESSORY POWER

An extra six (6) position Blue Sea Systems 5025 blade type fuse panel shall be provided and installed on the lower rear wall of the cab above the seat frame. The fuse panel shall be offset left of the cab centerline between the forward facing center seat and the forward facing outer seat. The fuse panel shall be protected by a 40 amp fuse and be wired battery direct.

EXTERIOR ELECTRICAL TERMINAL COATING

All terminals exposed to the elements will be sprayed with a high visibility protective rubberized coating to prevent corrosion.

ELECTRICAL SYSTEM WARRANTY

Purchaser shall receive an Electrical System Two (2) Years or 36,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0202. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

CUMMINS L9 450HP ENGINE

The chassis engine shall be a Cummins L9 engine. The L9 engine shall be an in-line six (6) cylinder, four-cycle diesel-powered engine. The engine shall offer a rating of 450 horsepower at 2100 RPM and shall be governed at 2200 RPM. The torque rating shall feature 1250-foot pounds of torque at 1200 RPM with 543 cubic inches (8.9 liters) of displacement.

The L9 engine shall feature a VGT™ Turbocharger, a high-pressure common rail fuel system, fully integrated electronic controls with an electronic governor, and shall be EPA certified to meet the 2021-26 emissions standards using cooled exhaust gas recirculation and selective catalytic reduction technology.

The engine shall include an engine mounted combination full flow/by-pass oil filter with replaceable spin on cartridge for use with the engine lubrication system. The engine shall include Citgo brand Citgard 500, or equivalent SAE 15W40 CK-4 low ash engine oil which shall be utilized for proper engine lubrication.

A wiring harness shall be supplied ending at the back of the cab. The harness shall include a connector which shall allow an optional harness for the pump panel. The included circuits shall be provided for a tachometer, oil pressure, engine temperature, hand throttle, high idle and a PSG system. A circuit for J1939 data link shall also be provided at the back of the cab.

If an L9 engine is NOT available or cannot be provided for that specific quote or build slot at time of production, you will automatically be upgraded and charged for an X12 (or the X10 engine) with all costs associated with the upgrade being passed on to the end user. No exceptions.

If a pre-2027 emission engine is NOT available at the time of build (starting production on January 1, 2026) your order will automatically be upgraded and charged for either the 2027 engine compliant Cummins X-10 or X-15, with all associated costs being passed on to the end user. No exceptions.

CAB ENGINE TUNNEL

The cab interior shall include an integrated engine tunnel constructed of 5052-H32 Marine Grade, 0.19 of an inch thick aluminum. The tunnel shall be a maximum of 41.50 inches wide X 25.50 inches high.

DIESEL PARTICULATE FILTER CONTROLS

There shall be two (2) controls for the diesel particulate filter. One (1) control shall be for regeneration and one (1) control shall be for regeneration inhibit.

ENGINE PROGRAMMING HIGH IDLE SPEED

The engine high idle control shall maintain the engine idle at approximately 1250 RPM when engaged.

ENGINE HIGH IDLE CONTROL

The vehicle shall be equipped with an automatic high-idle speed control which shall be pre-set to operate the engine at a specified RPM to increase alternator output if the system voltage drops to 12.5 volts. This device shall automatically operate only when the engine is running, the transmission is in neutral, and with the parking brake set. The automatic high idle will stay engaged for a minimum of ten (10) minutes and until the system, voltage has reached 13.0 volts. Application of the service brake will override the automatic high idle and reset timer. The vehicle shall be equipped with a high-idle speed virtual button on the vehicle display and control screen to activate/deactivate manual control only. It shall be pre-set so when activated, it will operate the engine at the specified RPM to increase alternator output. This device shall operate only when the engine is running, the transmission is in neutral, and with the parking brake set. When automatically engaged the high idle shall disengage when the operator depresses the brake pedal, or the transmission is placed in gear, and shall be available to manually or automatically re-engage when the brake pedal is released, or when the transmission is placed in neutral. Virtual control screen shall not override automatic high idle between voltage parameters during timed cycle. Display shall indicate when high idle is disabled, enabled, or active.

ENGINE PROGRAMMING ROAD SPEED GOVERNOR

The engine shall include programming which will govern the top speed of the vehicle.

AUXILIARY ENGINE BRAKE

A compression brake, for the six (6) cylinder engine shall be provided. A cutout relay shall be installed to disable the compression brake when in pump mode or when an ABS event occurs. The engine compression brake shall activate upon 0% accelerator when in operation mode and actuate the vehicle's brake lights.

The engine shall utilize a variable geometry turbo (VGT) as an integrated auxiliary engine brake to offer a variable rate of exhaust flow, which when activated in conjunction with the compression brake shall enhance the engine's compression braking capabilities.

AUXILIARY ENGINE BRAKE CONTROL

An engine compression brake control device shall be included. The electronic control device shall monitor various conditions and shall activate the engine brake only if all of the following conditions are simultaneously detected:

- A valid gear ratio is detected.
- The driver has requested or enabled engine compression brake operation.
- The throttle is at a minimum engine speed position.
- The electronic controller is not presently attempting to execute an electronically controlled final drive gear shift.

The compression brake shall be controlled via an off/low/medium/high virtual button on the vehicle display and control screen. The system shall remember and default to the last engine brake control setting when the vehicle is shut off and re-started.

ELECTRONIC ENGINE OIL LEVEL INDICATOR

The engine oil shall be monitored electronically and shall send a signal to activate a warning in the instrument panel when levels fall below normal. The warning shall activate in a low oil situation upon turning on the master battery and ignition switches without the engine running.

FLUID FILLS

The engine oil, coolant, transmission, and power steering fluid fills shall be located under the cab. The windshield washer fill shall be accessible through the front left side mid step.

ENGINE DRAIN PLUG

The engine shall include an original equipment manufacturer installed oil drain plug.

ENGINE WARRANTY

The Cummins engine shall be warranted for a period of five (5) years or 100,000 miles, whichever occurs first.

REMOTE THROTTLE HARNESS

An apparatus interface wiring harness for the engine and transmission pump interlocks shall be supplied with the chassis. The harness shall include a connector for connection to a chassis pump panel harness supplied by the body builder and shall terminate in the left frame rail behind the cab for connection by the body builder. The harness shall include circuits deemed for a pump panel and shall contain circuits for a hand throttle, and a multiplexed gauge. Separate circuits shall also be included for a pump control switch, “Pump Engaged” and “OK to Pump” indicator lights, open compartment ground, start signal, park brake ground, ignition signal, master power, clean power, customer ignition, air horn solenoid switch, high idle switch and high idle indicator light. The harness shall contain interlocks that will prevent shifting to road or pump mode unless the transmission output speed translates to less than 1 mph and the transmission is in neutral. The shift to pump mode shall also require the park brake be set.

ENGINE PROGRAMMING REMOTE THROTTLE

The engine ECM (Electronic Control Module) discreet wire remote throttle circuit shall be turned off for use with a J1939 based pump controller or when the discreet wire remote throttle controls are not required.

ENGINE PROGRAMMING IDLE SPEED

The engine low idle speed will be programmed at 750 rpm.

ENGINE AIR INTAKE

The engine air intake system shall include an ember separator. This ember separator shall be designed to protect the downstream air filter from embers using a combination of unique flat and crimped metal screens packaged in a heavy duty galvanized steel frame. This multilayered screen shall trap embers and allow them to burn out before passing through the pack.

The engine air intake system shall also include an air cleaner mounted above the radiator. This air cleaner shall utilize a replaceable dry type filter element designed to prevent dust and debris from being ingested into the engine. A service cover shall be provided on the housing, reducing the chance of contaminating the air intake system during air filter service.

The air intake system shall include a restriction indicator light in the warning light cluster on the instrument panel, which shall activate when the air cleaner element requires replacement.

ENGINE FAN DRIVE

The engine cooling system fan shall incorporate a thermostatically controlled, Horton fully variable type fan drive with SmartClutch J-1939 CAN controller.

The variable speed fan clutch only engages at the amount needed for proper cooling to facilitate improved vehicle performance, cab heating in cold climates, and fuel economy. The fan clutch design shall be fail-safe so that if the clutch drive fails the fan shall engage to prevent engine overheating due to the fan clutch failure. The fan speed shall include a J-1939 CAN clutch controller to receive signal from the engine control module to activate at variable rates of speed. Variable speeds shall be set through thermostatic and engine speed signals to run as efficiently and quietly as required to maintain temperature.

ENGINE COOLING SYSTEM

There shall be a heavy-duty aluminum cooling system designed to meet the demands of the emergency response industry. The cooling system shall have the capacity to keep the engine properly cooled under all conditions of road and pumping operations. The cooling system shall be designed and tested to meet or exceed the requirements specified by the engine and transmission manufacturer and all EPA requirements. The complete cooling system shall be mounted to isolate the entire system from vibration or stress. The individual cores of the cooling system shall be mounted in a manner to allow expansion and contraction at various rates without inducing stress into the adjoining cores.

The cooling system shall be comprised of a charge air cooler to radiator serial flow package that provides the maximum cooling capacity for the specified engine as well as serviceability. The main components shall include a surge tank, a charge air cooler bolted to the front of the radiator, recirculation shields, a shroud, a fan, and required tubing.

The radiator shall be a down-flow design constructed with aluminum cores, plastic end tanks, and a steel frame. The radiator shall be equipped with a drain cock to drain the coolant for serviceability.

The cooling system shall include a one piece injected molded polymer fan with a three (3) piece fiberglass fan shroud.

The cooling system shall be equipped with a surge tank that is capable of removing entrained air from the system. The surge tank shall be equipped with a low coolant probe and rearward oriented sight glass to observe coolant in the system. A cold fill and observation line shall be included within the frame mounted translucent recovery bottle to monitor the level of the coolant. The surge tank shall have a dual seal cap that meets the engine manufacturer's pressure requirements and allows for expansion and recovery of coolant into a separate integral expansion chamber.

All radiator tubes shall be formed from aluminized steel tubing. Recirculation shields shall be installed where required to prevent heated air from reentering the cooling package and affecting performance.

The charge air cooler shall be a cross-flow design constructed completely of aluminum with cast tanks. All charge air cooler tubes shall be formed from aluminized steel tubing and installed with silicone hump hoses and stainless steel “constant torque” style clamps meeting the engine manufacturer's requirements.

The radiator and charge air cooler shall be removable through the bottom of the chassis.

ENGINE COOLING SYSTEM PROTECTION

The engine cooling system shall include a recirculation shield designed to act as a light duty skid plate below the radiator to provide additional protection for the engine cooling system from light impacts, stones, and road debris. The skid plate shall be painted to match the frame components.

ENGINE COOLANT

The cooling package shall include Extended Life Coolant (ELC). The use of ELC provides longer intervals between coolant changes over standard coolants providing improved performance. The coolant shall contain a 50/50 mix of ethylene glycol and de-ionized water to keep the coolant from freezing to a temperature of -34 degrees Fahrenheit.

Proposals offering supplemental coolant additives (SCA) shall not be considered, as this is part of the extended life coolant makeup.

ELECTRONIC COOLANT LEVEL INDICATOR

The instrument panel shall feature a low engine coolant indicator light which shall be located in the center of the instrument panel. An audible tone alarm shall also be provided to warn of a low coolant incident.

COOLANT HOSES

The cooling systems hose shall be formed silicone hose and formed aluminized steel tubing and include stainless steel constant torque band clamps.

ENGINE COOLANT OVERFLOW BOTTLE

A remote engine coolant overflow expansion bottle shall be provided in the case of over filling the coolant system. The overflow bottle shall capture the expansion fluid or overfill rather than allow the fluid to drain on the ground.

ENGINE PUMP HEAT EXCHANGER

A single bundle type coolant to water heat exchanger shall be installed between the engine and the radiator. The heat exchanger shall be designed to prohibit water from the pump from coming in contact with the engine coolant. This shall allow the use of water from the discharge side of the pump to assist in cooling the engine.

ENGINE EXHAUST SYSTEM

The exhaust system shall include an end-in end-out horizontally mounted single module after treatment device, and downpipe from the charge air cooled turbo. The single module shall include four temperature sensors, diesel particulate filter (DPF), urea dosing module (UL2), and a selective catalytic reduction (SCR) catalyst to meet current EPA standards. The selective catalytic reduction catalyst utilizes a diesel exhaust fluid solution consisting of urea and purified water to convert NOx into nitrogen, water, and trace amounts of carbon dioxide. The solution shall be mixed and injected into the system through the DPF and SCR.

The system shall utilize 0.07 inch thick stainless steel exhaust tubing between the engine turbo and the DPF. Zero leak clamps seal all system joints between the turbo and DPF.

The single module after treatment through the end of the tailpipe shall be connected with zero leak clamps. The discharge shall terminate horizontally on the right side of the vehicle ahead of the rear tires.

The exhaust system after treatment module shall be mounted below the frame in the outboard position.

DIESEL EXHAUST FLUID TANK

The exhaust system shall include a molded cross linked polyethylene tank for Diesel Exhaust Fluid (DEF). The tank shall have a capacity of six (6) usable gallons and shall be mounted on the left hand side of the chassis frame behind the batteries below the frame.

The DEF tank shall be designed with capacity for expansion in case of fluid freezing. Engine coolant, which shall be thermostatically controlled, shall be run through lines in the tank to help prevent the DEF from freezing and to provide a means of thawing the fluid if it should become frozen.

The tank fill tube shall be routed under the rear of the cab with the fill neck and splash guard accessible in the top rear step.

ENGINE EXHAUST ACCESSORIES

An exhaust temperature mitigation device shall be shipped loose for installation by the body manufacturer on the vehicle. The temperature mitigation device shall lower the temperature of the exhaust by combining ambient air with the exhaust gasses at the exhaust outlet.

The tail pipe shall have a drop in it to allow additional clearance from the body.

ENGINE EXHAUST WRAP

The exhaust tubing between the engine turbo and the diesel particulate filter (DPF) shall be wrapped with a thermal cover in order to retain the necessary heat for DPF regeneration. The exhaust wrap shall also help protect surrounding components from radiant heat which can be transferred from the exhaust.

The exhaust flex joint shall not include the thermal exhaust wrap.

EMISSIONS SYSTEMS WARRANTY

Purchaser shall receive a Regulated Emissions Systems Five (5) Years or 100,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0140. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

ALLISON EVS 3000 TRANSMISSION

The drive train shall include an Allison model EVS 3000 torque converting, automatic transmission which shall include electronic controls. The transmission shall feature two (2) 10-bolt PTO pads located on the converter housing.

The transmission shall include two (2) internal oil filters which shall offer Allison formulated Castrol TranSynd™ synthetic transmission fluid which shall be utilized in the lubrication of the EVS transmission. An electronic oil level sensor shall be included with the readout located in the shift selector.

The transmission gear ratios shall be:

1st	3.49:1
2nd	1.86:1
3rd	1.41:1
4th	1.00:1
5th	0.75:1
6th	0.65:1 (if applicable)
Rev	5.03:1

TRANSMISSION MODE PROGRAMMING

The transmission, upon start-up, will select the fifth speed operation without the need to press the mode button.

TRANSMISSION FEATURE PROGRAMMING

The Allison Gen V/VI-E transmission EVS group package number 127 shall contain the 198 vocational package in consideration of the duty of this apparatus as a pumper. This package shall incorporate an automatic neutral with selector override. This feature commands the transmission to neutral when the park brake is applied, regardless of drive range requested on the shift selector. This requires re-selecting drive range to shift out of neutral for the override.

This package shall be coupled with the use of a split shaft PTO and incorporate pumping circuits. These circuits shall be used allowing the vehicle to operate in the fourth range lockup while operating the pump mode due to the 1 to 1 ratio through the transmission, therefore the output speed of the engine is the input speed to the pump. The pump output can be easily calculated by using this input speed and the drive ratio of the pump itself to rate the gallons of water the pump can provide.

A transmission interface connector shall be provided in the cab. This package shall contain the following input/output circuits to the transmission control module. The Gen V/VI-E transmission shall include prognostic diagnostic capabilities. These capabilities shall include the monitoring of the fluid life, filter change indication, and transmission clutch maintenance.

Function ID	Description	Wire assignment
Inputs		
C	PTO Request	142
J	Fire Truck Pump Mode (4th Lockup)	122 / 123
Outputs		
C	Range Indicator	145 (4th)
G	PTO Enable Output	130
Signal Return	103	

TRANSMISSION SHIFT SELECTOR

An Allison pressure sensitive range selector touch pad shall be provided and located to the right of the driver within clear view and easy reach. The shift selector shall have a graphical Vacuum Florescent Display (VFD) capable of displaying two lines of text. The shift selector shall provide mode indication and a prognostic indicator (wrench symbol) on the digital display. The prognostics monitor various operating parameters and shall alert you when a specific maintenance function is required.

ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR

The transmission fluid shall be monitored electronically.

TRANSMISSION PRE-SELECT WITH AUXILIARY BRAKE

When the auxiliary brake is engaged, the transmission shall automatically shift to second gear to decrease the rate of speed assisting the secondary braking system and slowing the vehicle.

TRANSMISSION COOLING SYSTEM

The transmission shall include a water to oil cooler system located in the cooling loop between the radiator and the engine. The transmission cooling system shall meet all transmission manufacturer requirements. The transmission cooling system shall feature continuous flow of engine bypass water to maintain uninterrupted transmission cooling.

TRANSMISSION DRAIN PLUG

The transmission shall include an original equipment manufacturer installed magnetic transmission fluid drain plug.

TRANSMISSION WARRANTY

The Allison EVS series transmission shall be warranted for a period of five (5) years with unlimited mileage. Parts and labor shall be included in the warranty.

PTO LOCATION

The transmission shall have two (2) power take off (PTO) mounting locations, one (1) in the 8:00 o'clock position and one (1) in the 4:00 o'clock position.

DRIVELINE

All drivelines shall be heavy duty metal tube and equipped with MSI 1710 series universal joints. The shafts shall be dynamically balanced prior to installation to alleviate future vibration. In areas of the driveline where a slip shaft is required, the splined slip joint shall be coated with Glide Coat®. The drivelines shall include Meritor brand u-joints with thrust washers.

MIDSHIP PUMP / GEARBOX

A temporary jackshaft driveline shall be installed by the chassis manufacturer to accommodate the mid-ship split shaft pump as specified by the apparatus manufacturer. Holes shall be provided as specified by the OEM for mounting a customer installed pump module.

See PDF for specific hole pattern.

MIDSHIP PUMP / GEARBOX MODEL

The midship pump/gearbox provisions shall be for a Waterous CSUC20 or C22 pump.

MIDSHIP PUMP GEARBOX DROP

The Waterous pump gearbox shall have a “C” (medium length) drop length.

MIDSHIP PUMP RATIO

The ratio for the midship pump shall be 2.27:1.

MIDSHIP PUMP LOCATION C/L SUCTION TO C/L REAR AXLE

The midship pump shall be located so the dimension from the centerline of the suction to the centerline of the rear axle is 99.50 inches.

PUMP SHIFT CONTROLS

One (1) air pump shift control panel shall be located on the left hand side of the engine tunnel, integrated with the shifter pod. The following shall be provided on the panel: a three (3) position control lever; an engraved PUMP ENGAGED identification light; and an engraved OK TO PUMP identification light. The pump shift control panel shall be black with a yellow border outline and shall include pump instructions. An instruction plate describing the transmission shift selector position used for pumping shall be provided and located so it can be read from the driver’s position per NFPA **16.10.1.3**. The road mode shall be selected when the control lever is in the forward position and pump mode shall be selected when the control lever is in the rearward position.

The control lever center position shall exhaust air from both pump and road sides of the pump gear box shift cylinder.

PUMP SHIFT CONTROL PLUMBING

Air connections shall be provided from the air supply tank to the pump shift control valve and from the pump shift control valve to the frame mounted bracket. The frame mounted bracket shall include labeling identifying the pump and road connection points with threaded 0.25 inch NPT fittings on the solenoid for attaching the customer installed pump. The air supply shall be pressure protected from service brake system.

FUEL FILTER/WATER SEPARATOR

The fuel system shall have a Fleetguard FS20121 fuel filter/water separator as a primary filter. The fuel filter shall have a drain valve.

A water in fuel sensor shall be provided and wired to an instrument panel lamp and audible alarm to indicate when water is present in the fuel/water separator.

A secondary fuel filter shall be included as approved by the engine manufacturer.

FUEL LINES

The fuel system supply and return lines installed from the fuel tank to the engine shall be reinforced nylon tubing rated for diesel fuel. The fuel lines shall be brown in color and connected with brass fittings.

FUEL SHUTOFF VALVE

There shall be two (2) fuel shutoff valves which shall be installed, one (1) in the fuel draw line at the primary fuel filter and one (1) in the fuel outlet line at the primary fuel filter to allow the fuel filters to be changed without loss of fuel to the fuel pump.

A third fuel shutoff valve shall be installed in the fuel draw line, near the fuel tank to allow maintenance to be performed with minimal loss of fuel.

ELECTRIC FUEL PRIMER

Integral to the engine assembly is an electric lift pump that serves the purpose of pre-filter fuel priming.

FUEL COOLER

A fuel cooler shall be provided to lower fuel temperature allowing the vehicle to operate at higher ambient temperatures. The fuel cooler shall include an electrical fan and temperature-controlled relay switch.

FUEL TANK

The fuel tank shall have a capacity of sixty-eight (68) gallons and shall measure 35.00 inches in width X 17.00 inches in height X 29.00 inches in length.

The baffled tank shall have a vent port to facilitate venting to the top of the fill neck for rapid filling without "blow-back" and a roll over ball check vent for temperature related fuel expansion and draw.

The tank is designed with dual draw tubes and sender flanges. The tank shall have 2.00 inch NPT fill ports for right or left hand fill. A 0.50 inch NPT drain plug shall be centered in the bottom of the tank.

The fuel tank shall be mounted below the frame, behind the rear axle. Two (2) three-piece strap hanger assemblies with “U” straps bolted midway on the fuel tank front and rear shall be utilized to allow the tank to be easily lowered and removed for service purposes. Rubber isolating pads shall be provided between the tank and the upper tank mounting brackets. Strap mounting studs through the rail, hidden behind the body shall not be acceptable.

FUEL TANK MATERIAL AND FINISH

The fuel tank shall be constructed of 12 gauge aluminized steel. The exterior of the tank shall be powder coated black and then painted to match the frame components.

All powder coatings, primers and paint shall be compatible with all metals, pretreatments and primers used. The cross hatch adhesion test per ASTM D3359 Method B, results to be 5B minimum. The pencil hardness test per ASTM D3363 shall have a final post-curved pencil hardness of H-2H. The direct impact resistance test per ASTM D2794, results to be 5B minimum.

Any proposals offering painted fuel tanks with variations from the above process shall not be accepted. The film thickness of vendor supplied parts shall also be sufficient to meet the performance standards as stated above.

FUEL TANK STRAP MATERIAL

The fuel tank straps shall be constructed of ASTM A-36 steel. The fuel tank straps shall be powder coated black and then painted to match the frame components if possible.

FUEL TANK FILL PORT

The fuel tank fill ports shall be provided with two (2) left fill ports located one (1) in the forward position and one (1) in the middle position and the right fill port located in the middle position of the fuel tank.

A 1.50 inch diameter hole shall be provided in the left and right frame rails for vent hose routing provisions. The holes shall be located adjacent to the fuel tank and 5.13 inches up from the bottom of each rail.

FUEL TANK SERVICEABILITY PROVISIONS

The chassis fuel lines shall have additional length provided so the tank can be easily lowered and removed for service purposes. The additional 8.00 feet of length shall be located above the fuel tank and shall be coiled and secured. The fuel line fittings shall be pointed towards the right side (curbside) of the chassis.

FUEL TANK DRAIN PLUG

A 0.5 inch NPT magnetic drain plug shall be centered in the bottom of the fuel tank.

HENDRICKSON FRONT AXLE

The front axle shall be a Hendrickson STEERTEK Non-drive front axle, NXT Fire/Rescue model. The axle shall include a 3.74 inch drop and a 70.87 inch king pin intersection (KPI). The axle shall be a box-shaped fabricated beam with integrated suspension. The axle shall include a conventional style hub with a standard knuckle. The weight capacity for the axle shall be rated to 20,000 pounds.

FRONT WHEEL BEARING LUBRICATION

The front axle wheel bearings shall be lubricated with oil. The oil level can be visually checked via clear inspection windows in the front axle hubs.

FRONT SHOCK ABSORBERS

Shock absorbers shall be supplied by the suspension manufacturer and installed on the front axle suspension.

HENDRICKSON FRONT SUSPENSION

The front suspension shall include a parabolic leaf spring pack integrated into the Hendrickson STEERTEK NXT axle consisting of 58.40 inches long and 4.00 inches wide tapered leaf springs and shall feature a military double wrapped front eye. Spring eyes shall have Hendrickson's proprietary threaded pin bushings to increase roll stiffness. The spring capacity shall be rated specifically to the axle configuration from 18,000 and up to 24,000 pounds.

STEERING COLUMN/ WHEEL

The cab shall include a Douglas Autotech steering column which shall include a seven (7) position tilt, a 2.25 inch telescopic adjustment, and an 18.00 inch, four (4) spoke steering wheel located at the driver's position. The steering wheel shall be covered with black polyurethane foam padding.

The steering column shall contain a horn button, self-canceling turn signal switch, four-way hazard switch and headlamp dimmer switch.

ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR

The power steering fluid shall be monitored electronically and shall send a signal to activate an audible alarm and visual warning in the instrument panel when fluid level falls below normal.

POWER STEERING PUMP

The hydraulic power steering pump shall be a Vickers V20F and shall be gear driven from the engine. The pump shall be a fixed displacement vane type. The power steering system shall include an oil to air passive cooler.

FRONT AXLE CRAMP ANGLE

The chassis shall have a front axle cramp angle of 53-degrees to the left and right.

POWER STEERING GEAR

The power steering gear shall be a TRW model TAS 85 with an assist cylinder.

CHASSIS ALIGNMENT

The chassis frame rails shall be measured to insure the length is correct and cross checked to make sure they run parallel and are square to each other. The front and rear axles shall be laser aligned. The front tires and wheels shall be aligned and toe-in set on the front tires by the chassis manufacturer.

MERITOR REAR AXLE

The rear axle shall be a Meritor model RS-25-160 single drive axle. The axle shall include precision forged, single reduction differential gearing, and shall have a fire service rated capacity of 27,000 pounds.

The axle shall be built of superior construction and quality components to provide the rugged dependability needed to stand up to the fire industry's demands. The axle shall include rectangular shaped, hot-formed housing with a standard wall thickness of 0.63 of an inch for extra strength and rigidity and a rigid differential case for high axle strength and reduced maintenance.

The axle shall have heavy-duty Hypoid gearing for longer life, greater strength and quieter operation. Industry-standard wheel ends for compatibility with both disc and drum brakes, and unitized oil seal technology to keep lubricant in and help prevent contaminant damage will be used.

REAR AXLE DIFFERENTIAL LUBRICATION

The rear axle differential shall be lubricated with oil.

REAR AXLE WARRANTY

The rear axle shall be warranted by Meritor for five (5) years with unlimited miles under the general service application. Details of the Meritor warranty are provided on the PDF document attached to this option.

REAR WHEEL BEARING LUBRICATION

The rear axle wheel bearings shall be lubricated with oil.

VEHICLE TOP SPEED

The top speed of the vehicle shall be approximately 68 MPH +/-2 MPH at governed engine RPM.

REYCO REAR SUSPENSION

The single rear axle shall feature a Reyco 79KB vari-rate, self-leveling captive slipper type parabolic five (5) leaf spring pack suspension with 57.50 inch X 3.00 inch springs. The suspension shall also utilize two (2) torque arms with eccentric cam adjustment.

The rear suspension capacity shall be rated to 27,000 pounds.

REAR SHOCK ABSORBERS

Two (2) Bilstein inert, nitrogen gas filled shock absorbers shall be provided and installed as part of the rear suspension system. The shocks shall be a monotubular design and fabricated using a special extrusion method, utilizing a single blank of steel without a welded seam, achieving an extremely tight peak-to-valley tolerance and maintains consistent wall thickness. The monotubular design shall provide superior strength while maximizing heat dissipation and shock life.

The ride afforded through the use of a gas shock is more consistent and shall not deteriorate with heat, the same way a conventional oil filled hydraulic shock would.

The Bilstein front shocks shall include a digressive working piston assembly allowing independent tuning of the compression and rebound damping forces to provide optimum ride and comfort without compromise. The working piston design shall feature fewer parts than most conventional twin tube and "road sensing" shock designs and shall contribute to the durability and long life of the Bilstein shock absorbers.

Proposals offering the use of conventional twin tube or "road sensing" designed shocks shall not be considered.

TIRE INTERMITTENT SERVICE RATING

The chassis shall be rated using Intermittent Service ratings provided to the emergency vehicle market by the tire manufacturers as the basis for determining the maximum vehicle load and speed.

FRONT TIRE

The front tires shall be Michelin 425/65R22.5 “L” tubeless radial XZE regional tread.

The front tire stamped load capacity shall be 22,800 pounds per axle with a nominal speed rating of 68 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Intermittent Service Rating maximum load capacity shall be 24,396 pounds per axle with a maximum speed of 68 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Intermittent Service Rating maximum speed capacity shall be 22,800 pounds per axle with a speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Intermittent Service Rating limits the operation of the emergency vehicle to no more than fifty (50) miles of continuous operation under maximum recommended payload, or without stopping for at least twenty (20) minutes. The emergency vehicle must reduce its speed to no more than 50 MPH after the first fifty (50) miles of travel.

REAR TIRE

The rear tires shall be Michelin 12R-22.5 16PR "H" tubeless radial XDN2 all-weather tread.

The rear tire stamped load capacity shall be 27,120 pounds per axle with a nominal speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Intermittent Service Rating maximum load capacity shall be 29,020 pounds per axle with a maximum speed of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Intermittent Service Rating maximum speed capacity shall match the nominal speed rating.

The Michelin Intermittent Service Rating limits the operation of the emergency vehicle to no more than fifty (50) miles of continuous operation under maximum recommended payload, or without stopping for at least twenty (20) minutes. The emergency vehicle must reduce its speed to no more than 50 MPH after the first fifty (50) miles of travel.

REAR AXLE RATIO

The rear axle ratio shall be 5.13:1.

TIRE PRESSURE INDICATOR

There shall be electronic chrome LED valve caps shipped loose for installation by the OEM which shall illuminate with a red LED when tire pressure drops 8psi provided. The valve caps are self-calibrating and set to the pressure of the tire upon installation.

FRONT WHEEL

The front wheels shall be Alcoa hub piloted, 22.50 inch X 12.25 inch aluminum wheels. The outer face of the wheels shall feature Alcoa’s Dura-Bright® finish as an integral part of the wheel surface. Alcoa Dura-Bright® wheels keep their shine without polishing. Brake dust, grime and road debris are easily removed by simply cleaning the wheels with soap and water. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts.

REAR WHEEL

The rear wheels shall be Alcoa hub piloted, 22.50 inch X 9.00 inch aluminum wheels with a polished outer surface and Alcoa Dura-Bright® wheel treatment as an integral part of the wheel surface. The inner rear wheels shall be Alcoa hub piloted, 22.50 inch X 9.00 inch aluminum wheels with a polished inner and outer surface and Alcoa Dura-Bright® wheel treatment as an integral part of the wheel surface. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts.

BALANCE WHEELS AND TIRES

All of the wheels and tires, including any spare wheels and tire assemblies, shall include Counteract brand balancing beads.

WHEEL TRIM

The front wheels shall include stainless steel lug nut covers and stainless steel baby moons shipped loose with the chassis for installation by the apparatus builder. The baby moons shall have cutouts for oil seal viewing when applicable.

The rear wheels shall include stainless steel lug nut covers and band mounted spring clip stainless steel high hats shipped loose with the chassis for installation by the apparatus builder.

The lug nut covers, baby moons, and high hats shall be RealWheels® brand constructed of 304L grade, non-corrosive stainless steel with a mirror finish. Each wheel trim component shall meet D.O.T. certification.

BRAKE SYSTEM

A rapid build-up air brake system shall be provided. The air brakes shall include, at a minimum, a two (2) air tank, three (3) reservoir system with a total of 4152 cubic inch of air capacity. A floor mounted treadle valve shall be mounted inside the cab for graduated control of applying and releasing the brakes. An inversion valve shall be installed to provide a service brake application in the unlikely event of primary air supply loss. All air reservoirs provided on the chassis shall be labeled for identification.

The rear axle spring brakes shall automatically apply in any situation when the air pressure falls below 25 PSI and shall include a mechanical means for releasing the spring brakes when necessary. An audible alarm shall designate when the system air pressure is below 60 PSI.

A four (4) sensor, four (4) modulator Anti-lock Braking System (ABS) shall be installed on the front and rear axles in order to prevent the brakes from locking or skidding while braking during hard stops or on icy or wet surfaces. This in turn shall allow the driver to maintain steering control under heavy braking and in most instances, shorten the braking distance. The electronic monitoring system shall incorporate diagonal circuitry which shall monitor wheel speed during braking through a sensor and tone ring on each wheel. A dash mounted ABS lamp shall be provided to notify the driver of a system malfunction. The ABS system shall automatically disengage the auxiliary braking system device when required. The speedometer screen shall be capable of reporting all active defaults using PID/SID and FMI standards.

Additional safety shall be accommodated through Automatic Traction Control (ATC) which shall be installed on the single rear axle. The ATC system shall apply the ABS when the drive wheels lose traction. The system shall scale the electronic engine throttle back to prevent wheel spin while accelerating on ice or wet surfaces.

A virtual button on the vehicle display and control screen shall be provided and properly labeled “mud/snow”. When the switch is pressed once, the system shall allow a momentary wheel slip to obtain traction under extreme mud and snow conditions. During this condition the ATC light shall blink continuously notifying the driver of activation. Pressing the switch again shall deactivate the mud/snow feature.

The Electronic Stability Control (ESC) unit is a functional extension of the electronic braking system. It is able to detect any skidding of the vehicle about its vertical axis as well as any rollover tendency. The control unit comprises an angular-speed sensor that measures the vehicle’s motion about the vertical axis, caused, for instance, by cornering or by skidding on a slippery road surface. An acceleration sensor measures the vehicle’s lateral acceleration. The Controller Area Network (CAN) bus provides information on the steering angle. On the basis of lateral acceleration and steering angle, an integrated microcontroller calculates a theoretical angular speed for the stable vehicle condition.

MERITOR DISC FRONT BRAKES

The front brakes shall be Meritor EX225 Disc Plus disc brakes with 17.00 inch vented rotors.

MERITOR DISC REAR BRAKES

The rear brakes shall be Meritor EX225 Disc Plus disc brakes with 17.00 inch vented rotors.

PARK BRAKE

Upon application of the push-pull valve in the cab, the rear brakes will engage via mechanical spring force. This is accomplished by dual chamber rear brakes, satisfying the FMVSS parking brake requirements.

PARK BRAKE CONTROL

A Meritor-Wabco manual hand control push-pull style valve shall operate the parking brake system. The control shall be yellow in color.

The parking brake actuation valve shall be mounted in the switch panel. A horiztonal orientation guard shall be installed over the parking brake control to prevent accidental application or release.

AIR DRYER

The brake system shall include a Wabco System Saver 1200 air dryer with an integral heater with a Metri-Pack sealed connector. The air dryer incorporates an internal turbo cutoff valve that closes the path between the air compressor and air dryer purge valve during the compressor "unload" cycle. The turbo cutoff valve allows purging of moisture and contaminants without the loss of turbo boost pressure. The air dryer shall be mounted behind the battery box on the left hand side.

FRONT BRAKE CHAMBERS

The front brakes shall be provided with type 24 brake chambers as supplied with the Hendrickson STEERTEK NXT axle.

REAR BRAKE CHAMBERS

The rear axle shall include TSE 24/30 H.O.T. (High Output Technology) brake chambers shall convert the energy of compressed air into mechanical force and motion. This shall actuate the brake camshaft, which in turn shall operate the foundational brake mechanism forcing the brake pads against the brake rotor.

AIR COMPRESSOR

The air compressor provided for the engine shall be a Wabco® SS318 single cylinder pass-through drive type compressor which shall be capable of producing 18.7 CFM at 1200 engine RPMs. The air compressor shall feature a higher delivery efficiency translating to more air delivery per horsepower absorbed. The compressor shall include an aluminum cylinder head which shall improve cooling, reduce weight and decrease carbon formation. Superior piston and bore finishing technology shall reduce oil consumption and significantly increasing the system component life.

AIR GOVERNOR

An air governor shall be provided to control the cut-in and cut-out pressures of the engine mounted air compressor. The governor shall be calibrated to meet FMVSS requirements. The air governor shall be located on the air dryer bracket.

MOISTURE EJECTORS

Automatic moisture ejectors with a manual drain provision shall be installed on all reservoirs of the air supply system. The manual drain provision shall include an actuation pull cable coiled and tied at each drain valve. The supplied cables when extended shall be sufficient in length to allow each drain to be activated from the side of the apparatus.

AIR SUPPLY LINES

The air system on the chassis shall be plumbed with color coded reinforced nylon tubing air lines. The primary (rear) brake line shall be green, the secondary (front) brake line red, the parking brake line orange and the auxiliary (outlet) will be blue.

Brass compression type fittings shall be used on the nylon tubing. All drop hoses shall include fiber reinforced neoprene covered hoses.

AIR INLET CONNECTION

An air connection for the shoreline air inlet shall be supplied.

AIR INLET LOCATION

The air inlet shall be installed in the left hand side lower front step in the forward position.

AIR INLET/ OUTLET FITTING TYPE

The air connector supplied shall be a 0.25 inch size Tru-Flate Interchange style manual connection which is compatible with Milton ‘T’ style, Myers 0.25 inch Automotive style and Parker 0.25 inch 10 Series connectors.

AIR TANK SPACERS

The air tanks shall be moved 3.00 inches inward towards the center of the chassis from the standard position when mounted in the frame rail. This shall provide clearance between the air tanks and the frame for body U-bolt clearance.

REAR AIR TANK MOUNTING

If a combination of wheel base, air tank quantity, or other requirements necessitate the location of one or more air tanks to be mounted rear of the fuel tank, these tank(s) will be mounted parallel to frame.

WHEELBASE

The chassis wheelbase shall be 184.00 inches.

REAR OVERHANG

The chassis rear overhang shall be 47.00 inches.

FRAME

The frame shall consist of double rails running parallel to each other with cross members forming a ladder style frame. The frame rails shall be formed in the shape of a "C" channel, with the outer rail measuring 10.25 inches high X 3.50 inches deep upper and lower flanges X 0.38 inches thick with an inner channel of 9.44 inches high X 3.13 inches deep and 0.38 inches thick. Each rail shall be constructed of 110,000 psi minimum yield high strength low alloy steel. Each double rail section shall be rated by a Resistance Bending Moment (RBM) minimum of 3,213,100 inch pounds and have a minimum section modulus of 29.21 cubic inches. The frame shall measure 35.00 inches in width.

Proposals calculating the frame strength using the “box method” shall not be considered.

Proposals including heat treated rails shall not be considered. Heat treating frame rails produces rails that are not uniform in their mechanical properties throughout the length of the rail. Rails made of high strength, low alloy steel are already at the required yield strength prior to forming the rail.

A minimum of seven (7) fully gusseted 0.25 inch thick cross members shall be installed. The inclusion of the body mounting, or bumper mounting shall not be considered as a cross member. The cross members shall be attached using zinc coated grade 8 fasteners. The bolt heads shall be flanged type, held in place by distorted thread flanged lock nuts. Each cross member shall be mounted to the frame rails utilizing a minimum of 0.25 inch thick gusset reinforcement plates at all corners balancing the area of force throughout the entire frame.
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Any proposals not including additional reinforcement for each cross member shall not be considered.

All relief areas shall be cut in with a minimum 2.00 inch radius at intersection points with the edges ground to a smooth finish to prevent a stress concentration point.

MISCELLANEOUS FRAME OPTIONS

The frame shall include hole patterns which shall be specific to Spartan ERV Legend style body mounting.

See PDF for OEM specified pattern.

REAR TOW DEVICE

The frame rails shall contain (6) holes per frame in a pattern specified by the OEM for mounting Spartan ERV tow eyes at the rear of the frame at a location defined by the OEM.

FRAME PAINT

The frame rails shall be hot dip galvanized prior to assembly and attachment of any components. The components that shall be galvanized shall include:

- Main frame “C” channel or channels

The frame parts which are not galvanized shall be powder coated prior to any attachment of components. Parts which shall be powder coated shall include but are not limited to:

- Steering gear bracket
- Front splayed rails and fish plates
- Bumper extensions
- Cross members
- Cross member gussets
- Fuel tank mounting brackets
- Fuel tank straps (unless material/finish is specified in 3130 subcat)
- Air tanks (unless color coded tanks are specified in 3205 subcat)
- Air tank mounting brackets
- Exhaust mounting brackets
- Air cleaner skid plate
- Radiator skid plate
- Battery supports, battery trays and battery covers

Other non-galvanized under carriage components which are received from the suppliers with coatings already applied shall include but are not limited to:

- Suspension components
- Front and rear axles

All powder coatings, primers and paint used on the non-galvanized components shall be compatible with all metals, pretreatments and primers used. The cross hatch adhesion test per ASTM D3359 shall not have a fail of more than ten (10) squares. The pencil hardness test per ASTM D3363 shall have a final post-curved pencil hardness of H-2H. The direct impact resistance test per ASTM D2794 shall have an impact resistance of 120.00 inches per pound at 2 mils.

FRAME ASSEMBLY STRUCTURAL

Purchaser shall receive a Frame Assembly Structural Fifty (50) Years or 250,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0305. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRAME RAIL CORROSION

Purchaser shall receive a Frame Rail Corrosion (Zinc Plate and Powder Coat) Twenty Five (25) Years or 150,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0316. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRAME COMPONENTS CORROSION

Purchaser shall receive a Frame Components Corrosion (Powder Coat) Three (3) Years or 48,000 Miles limited warranty in accordance with, and subject to, warranty certificate RFW0313. The warranty certificate is incorporated by reference into this proposal, and included with this proposal or available upon request.

FRONT BUMPER

The chassis shall be equipped with a severe duty front bumper constructed from structural steel channel. The bumper material shall be 0.38 thick ASTM A36 steel which shall measure 12.00 inches high with a 3.05 inch flange and shall be 99.00 inches wide with angled front corners.

The bumper shall be primed and painted as specified.

FRONT BUMPER EXTENSION LENGTH

The front bumper shall be extended approximately 21.00 inches ahead of the cab.

FRONT BUMPER PAINT

The front bumper shall be painted the same as the lower cab color. The front bumper trim shall feature a black spray on bedliner coating.

FRONT BUMPER TRIM

A stainless steel trim angle, painted to the customer's specifications, shall be installed on the top corner of the bumper across the front and on the top corner of the bumper tails, terminating at the rearmost portion of the apron. The trim angle shall measure approximately 3.00 inches wide on the horizontal flange and 1.60 inches tall on the vertical flange. The trim shall be affixed to the bumper and bolted down to the apron with isolating washers.

FRONT BUMPER APRON

The 21.00 inch extended front bumper shall include an apron constructed of 0.19 inch thick embossed aluminum tread plate.

The apron shall be installed between the bumper and the front face of the cab affixed using stainless steel bolts attaching the apron to the top bumper flange.

FRONT BUMPER COMPARTMENT CENTER

The front bumper shall include a compartment in the bumper apron located in the center between the frame rails which may be used as a hose well. The compartment shall be constructed of 0.13 inch 5052-H32 grade aluminum and shall include drain holes in the bottom corners to allow excess moisture to escape. The compartment shall be the full size of available space in the apron from the cab fascia to the bumper and 38.00 inches wide X 12.00 inches deep. The clear opening shall be 37.75 inches wide. The front edge of the compartment shall include a rolled edge and angled deflector to prevent hose and couplings from catching along the front edge of the compartment. The compartment shall also include a cover constructed of 0.19 inch thick bright embossed aluminum tread plate.

FRONT BUMPER COMPARTMENT COVER HARDWARE

The front bumper compartment cover(s) shall include gas cylinder stays which shall hold the cover open. Each cover shall be held in the closed position via a D-ring style latch.

FEDERAL Q2B MECHANICAL SIREN

The front bumper shall include an electro mechanical Federal Q2B™ siren, which shall be streamlined, chrome-plated and shall produce 123 decibels of sound at 10.00 feet. The Q2B™ siren produces a distinctive warning sound that is recognizable at long distances. A unique clutch design provides a longer coast down sound while reducing the amp draw to 100 amps. The siren shall measure 10.50 inches wide X 10.00 inches high X 14.00 inches deep. The siren shall include a pedestal mount to surface mount on a horizontal surface.

MECHANICAL SIREN LOCATION

The siren shall be pedestal mounted on the bumper apron on the furthest outboard section of the bumper on the driver side.

AIR HORN

The chassis shall include two (2) Hadley brand E-Tone air horns which shall measure 24.00 inches long with a 6.00 inch round flare. The air horns shall be trumpet style with a chrome finish on the exterior and a painted finish deep inside the trumpet.

AIR HORN LOCATION

The air horns shall be recess mounted in the front bumper face, one (1) on the right side of the bumper in the outboard position relative to the right hand frame rail and one (1) on the left side of the bumper in the outboard position relative to the left hand frame rail.

AIR HORN RESERVOIR

One (1) air reservoir, with a 2084 cubic inch capacity, shall be installed on the chassis to act as a supply tank for operating air horns. The reservoir shall be isolated with a 90 PSI pressure protection valve on the reservoir supply side to prevent depletion of the air to the air brake system.

FEDERAL SIGNAL ELECTRONIC SIREN SPEAKER

There shall be two (2) Federal Signal Inc. Dynamax® model ES100C, 100 watt speakers provided. Each speaker shall measure 5.90 inches tall X 5.50 inches wide X 2.30 inches deep. Each speaker shall include a Federal Signal “Electric F” style grille which shall measure 6.61 inches tall X 6.78 inches wide.

ELECTRONIC SIREN SPEAKER LOCATION

The electronic siren speaker shall be located on the flat surfaces of the angled front right and left corners of the bumper.

FRONT BUMPER TOW HOOKS

Two (2) heavy duty tow hooks, painted to match the frame components, shall be installed below the front bumper in the forward position, bolted directly to the underside of each chassis frame rail with grade 8 bolts.

CAB TILT SYSTEM

The entire cab shall be capable of tilting approximately 45-degrees to allow for easy maintenance of the engine and transmission. The cab tilt pump assembly shall be located on the right side of the chassis above the battery box.

The electric-over-hydraulic lift system shall include an ignition interlock and red cab lock down indicator lamp on the tilt control which shall illuminate when holding the “Down” button to indicate safe road operation.

It shall be necessary to activate the master battery switch and set the parking brake in order to tilt the cab. As a third precaution the ignition switch must be turned off to complete the cab tilt interlock safety circuit.

Two (2) spring-loaded hydraulic hold down hooks located outboard of the frame shall be installed to hold the cab securely to the frame. Once the hold-down hooks are set in place, it shall take the application of pressure from the hydraulic cab tilt lift pump to release the hooks.

Two (2) cab tilt cylinders shall be provided with velocity fuses in each cylinder port. The cab tilt pivots shall be 1.90 inch ball and be anchored to frame brackets with 1.25 inch diameter studs.

A steel safety channel assembly, painted safety yellow shall be installed on the right side cab lift cylinder to prevent accidental cab lowering. The safety channel assembly shall fall over the lift cylinder when the cab is in the fully tilted position. A cable release system shall also be provided to retract the safety channel assembly from the lift cylinder to allow the lowering of the cab.

CAB TILT AUXILIARY PUMP

A manual cab tilt pump module shall be attached to the cab tilt pump housing/power distribution box.

CAB TILT LIMIT SWITCH

A cab tilt limit switch shall be installed. The switch will effectively limit the travel of the cab when being tilted. The limit adjustment of the switch shall be preset by the chassis manufacturer to prevent damage to the cab or any bumper mounted option mounted in the cab tilt arc. Further adjustment to the limit by the apparatus manufacturer shall be available to accommodate additional equipment.

CAB TILT CONTROL RECEPTACLE

A 25.00 foot cab tilt control harness shall be provided on the right side of frame just behind the cab. This harness shall consist of an 8.00 foot harness connected to the tilt pump and a 17.00 foot extension harness with a six (6) pin Deutsch connector with cap for mounting in a compartment in the body.

The remote control pendant shall include 20.00 feet of cable with a mating Deutsch connector. The remote control pendant shall be shipped loose with the chassis.

CAB TILT LOCK DOWN INDICATOR

The cab dash shall include a message located within the dual air pressure gauge which shall alert the driver when the cab is unlocked and ajar. The alert message shall cease to be displayed when the cab is in the fully lowered position and the hold down hooks are secured and locked to the cab mounts.

In addition to the alert message an audible alarm shall sound when the cab is unlocked and ajar with the parking brake released.

CAB WINDSHIELD

The cab windshield shall have a surface area of 2825.00 square inches and be of a two (2) piece wraparound design for maximum visibility.

The glass utilized for the windshield shall include standard automotive tint. The left and right windshield shall be fully interchangeable thereby minimizing stocking and replacement costs.

Each windshield shall be installed using black self locking window rubber.

GLASS FRONT DOOR

The front cab doors shall include a window which is 27.00 inches in width X 26.00 inches in height. These windows shall have the capability to roll down completely into the door housing. This shall be accomplished using electric actuation. The left and right front door windows shall be controlled using a switch on each respective side inner door panel. The driver's door shall include a switch for each powered door window in the cab.

There shall be an irregular shaped fixed window which shall measure 2.50 inches wide at the top, 8.00 inches wide at the bottom X 26.00 inches in height, more commonly known as "cozy glass" ahead of the front door roll down windows.

The windows shall be mounted within the frame of the front doors trimmed with a black anodized ring on the exterior.

GLASS TINT FRONT DOOR

The windows located in the left and right front doors shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS REAR DOOR OFFICER SIDE

The rear right hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the door panel ledge and on the driver's control panel.

GLASS TINT REAR DOOR OFFICER SIDE

The window located in the right hand side rear window shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

GLASS REAR DOOR DRIVER SIDE

The rear left hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the door panel ledge and on the driver's control panel.

GLASS TINT REAR DOOR DRIVER SIDE

The window located in the left hand side rear door shall include a dark gray automotive tint which shall allow forty-five percent (45%) light transmittance. The dark tint shall aid in cab cooling and help protect passengers from radiant solar energy.

CLIMATE CONTROL

A ceiling mounted combination defroster and cabin heating and air conditioning system shall be located above the engine tunnel area. The system covers and plenums shall be of severe duty design made of aluminum which shall be coated with a customer specified interior paint. The design of the system's covers shall provide quick access to washable air intake filters as well as easy access to other serviceable items.

The air delivery plenums provide targeted airflow directly to the vehicle occupants. Six (6) adjustable louvers will provide comfort for the front seat occupants and ten (10) adjustable louvers will provide comfort for the rear crew occupants.

The system shall be capable of producing up to 12 FPM of air velocity at all occupant seating positions. Separate front and rear blower motors shall be of brushless design and shall be controlled independently. It shall be capable of reducing the interior cabin air temperature from 122˚ F (+/- 3˚ F) to 80˚ F in thirty minutes with 50% relative humidity and full solar load as described in SAE J2646.

The system shall also provide heater pull up performance which meets or exceeds the performance requirements of SAE J1612 as well as defrost performance that meets or exceeds the performance requirements of SAE J381.

A gravity drain system shall be provided that is capable of evacuating condensate from the vehicle while on a slope of up to a 13% grade in any direction.

The air conditioning system plumbing shall be a mixture of custom bent zinc coated steel fittings and Aeroquip flexible hose with Aeroquip EZ-Clip fittings.

The overhead heater/defroster plumbing shall include an electronic flow control valve that re-directs hot coolant away from the evaporator, via a bypass loop, as the temperature control is moved toward the cold position.

Any component which needs to be accessed to perform system troubleshooting shall be accessible by one person using basic hand tools. Regularly serviced items shall be replaceable by one person using basic hand tools.

****The chassis manufacturer recommends that the overall climate system performance be based off third-party testing in accordance with the Society of Automotive Engineering standards as a complete system.***

Individual component level BTU ratings is not an accurate indicator of the performance capability of the completed system. System individual component BTU ratings:

- Air conditioning evaporator total BTU/HR: 82,000
- Air conditioning condenser total BTU/HR: 59,000
- Heater coil total BTU/HR: 98,000

Performance data specified is based on testing performed by an independent third-party test facility using a medium four-door 10" raised roof cab equipped with an ISL engine.

CLIMATE CONTROL DRAIN

The climate control system shall include a gravity drain for water management. The gravity drain shall remove condensation from the air conditioning system without additional mechanical assistance.

CLIMATE CONTROL ACTIVATION

The heating, defrosting and air conditioning controls shall be in the center dash center switch panel, in a position which is easily accessible to the driver. The climate control shall be activated by a rotary switch.

HVAC OVERHEAD COVER PAINT

The overhead HVAC cover shall be painted with a multi-tone onyx black texture finish.

A/C CONDENSER LOCATION

A roof mounted A/C condenser shall be installed centered on the cab forward of the raised roof against the slope rise.

A/C COMPRESSOR

The air-conditioning compressor shall be a belt driven, engine mounted compressor. The compressor shall be compatible with R134-a refrigerant.

The chassis manufacturer recommends that the overall climate system performance be based off third-party testing in accordance with the Society of Automotive Engineering standards as a complete system.

Individual component level ratings are not an accurate indicator of the performance capability of the completed system.
Refrigerant Compressor displacement: 19.1 cubic inches per revolution.

UNDER CAB INSULATION

The underside of the cab tunnel surrounding the engine shall be lined with multi-layer insulation, engineered for application inside diesel engine compartments.

The insulation shall act as a noise barrier, absorbing noise thus keeping the decibel level in the cab well within NFPA recommendations. As an additional benefit, the insulation shall assist in sustaining the desired temperature within the cab interior.

The engine tunnel insulation shall measure approximately 0.30 inch thick including a multi-layer foil faced glass cloth and polyester fiber layer. The foil surface acts as protection against heat, moisture and other contaminants. The insulation shall meet or exceed FMVSS 302 flammability test.

The cab floor insulation shall measure 0.56 inch thick including a 1.0#/sf PVC barrier and a moisture and heat reflective foil facing, reinforced with fiberglass strands. The foil surface acts as protection against moisture and other contaminants. The insulation shall meet or exceed FMVSS 302 flammability test.

The insulation shall be cut precisely to fit each section and sealed for additional heat and sound deflection. The insulation shall be held in place by acrylic pressure sensitive adhesive. In addition, the insulation on the underside of the cab floor shall have aluminum pins with hard hat, hold in place fastening heads and an expanded metal overlay to assist in retaining the insulation tight against the cab. The insulation inside the tunnel shall have a removable aluminum overlay installed to protect the insulation and assist in retaining the insulation tight against the engine tunnel surfaces.

The cab floor insulation shall cover the driver and officer floor areas as well as all crew floor areas and compartment floor areas if applicable.

INTERIOR TRIM FLOOR

The floor of the cab shall be covered with a multi-layer mat consisting of 0.25 inch thick sound absorbing closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The covering shall be held in place by a pressure sensitive adhesive and a cast aluminum trim piece at each cab door opening. All exposed seams shall be sealed with silicone caulk matching the color of the floor mat to reduce the chance of moisture and debris retention.

CAB MODIFICATION

The cab floor and engine tunnel shall include an addition into the cab interior to provide clearance for chassis special option design provisions. The pocket shall be constructed of 0.19 inch thick aluminum, covered by floor mat. The pocket shall span the width of the engine tunnel and shall be 5.52 inches high and 7.60 inches long rearward of the tunnel.

INTERIOR TRIM

The cab interior shall include trim on the front ceiling, rear crew ceiling, and the cab walls. It shall be easily removable to assist in maintenance. The trim shall be constructed of insulated vinyl over a hard board backing.

REAR WALL INTERIOR TRIM

The rear wall of the cab shall be trimmed with vinyl.

HEADER TRIM

The cab interior shall feature header trim over the driver and officer dash constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum.

TRIM CENTER DASH

The main center dash area shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate. There shall be four (4) holes located on the top of the dash near each outer edge of the electrical access cover for ventilation. The center dash electrical access cover shall include a gas cylinder stay which shall hold the cover open during maintenance.

TRIM DRIVER SIDE DASH

The left hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate for a perfect fit around the instrument panel. For increased occupant protection the extreme duty left hand dash utilizes patent pending break away technology to reduce rigidity in the event of a frontal crash. The left hand dash shall offer lower vertical surface area to the left and right of the steering column to accommodate control panels.

TRIM OFFICER SIDE DASH

The right hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate and shall include a glove compartment with a hinged door and a Mobile Data Terminal (MDT) provision. The glove compartment size will measure 14.00 inches wide X 4.50 inches high X 5.88 inches deep. The MDT provision shall be provided above the glove compartment.

ENGINE TUNNEL TRIM

The cab engine tunnel shall be covered with a multi-layer mat consisting of 0.25 inch closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The mat shall be held in place by pressure sensitive adhesive. The engine tunnel mat shall be trimmed with anodized aluminum stair nosing trim for an aesthetically pleasing appearance.

POWER POINT DASH MOUNT

The cab interior shall include (2) Blue Sea dual universal serial bus (USB) charging receptacles in the cab dash switch panel to provide a power source for USB chargeable electrical equipment. The USB port shall be capable of a 5 Volt-4.8 amp total output. The receptacles shall be wired battery direct.

AUXILIARY POWER POINT ENGINE TUNNEL

The cab interior shall include two (2) Blue Sea dual universal serial bus (USB) charging receptacles to provide a power source for USB chargeable electrical equipment. Each USB port shall be capable of a 5 Volt 4.8 amp total output. The receptacles shall be connected directly to the batteries. The receptacles shall be located one (1) on each side of the engine tunnel near the top towards the rear of the tunnel within a composite housing.

AUXILIARY POWER POINT REAR CREW

The cab shall include two (2) Blue Sea dual universal serial bus (USB) charging receptacles to provide a power source for USB chargeable electrical components. The USB receptacles shall be located on the forward facing seat box in a forward location within a composite housing. The USB port shall be capable of a 5 Volt-4.8 amp total output. The receptacles shall be wired battery direct.

STEP TRIM

Each cab entry door shall include a three step entry. The first step closest to the ground shall be constructed of SAE 304 stainless steel with embossed perforations and diamond shaped cutout. The perforations and cutouts shall allow water and other debris to flow through rather than becoming trapped within the stepping surface. The step shall feature a splash guard to reduce water and debris from splashing in to the step. The splash guard shall have drainage holes beneath the back of the step to allow debris and water to flow through rather than becoming trapped within the stepping surface. The stainless steel material shall have a number 8 mirror finish. The lower step shall be mounted to a frame which is integral with the construction of the cab for rigidity and strength. The middle step shall be integral with the cab construction and shall be trimmed in 0.08 inch thick 3003-H22 embossed aluminum tread plate.

STEP TRIM KICKPLATE

The cab steps shall include a kick plate in the rise of each step. The risers shall be trimmed in 3003-H22 bright aluminum tread-plate which is 0.07 inch thick.

UNDER CAB ACCESS DOOR

The cab shall include an aluminum access door in the left crew step riser painted to match the cab interior paint with a push and turn latch. The under cab access door shall provide access to the diesel exhaust fluid fill.

INTERIOR DOOR TRIM

The interior trim on the doors of the cab shall consist of an aluminum panel constructed of Marine Grade 5052-H32 0.13 of an inch thick aluminum plate. The door panels shall include a painted finish.

DOOR TRIM SCUFF PLATE

The trim along the door shall include a stainless-steel scuff plate traveling along the door jamb and wrapping around from the interior to the exterior in an effort to prevent the chipping of paint should the seat belt buckle come in contact with the door jamb.

A stainless-steel scuff plate shall also be provided on the top of the window ledge on each front door panel for a more durable surface resisting wear from elbows in turnout gear.

In addition, the painted surface rear of the front door windows on the inside of the door shall include a stainless-steel scuff plate to protect the painted surface from damage caused by the seat belt buckle.

DOOR TRIM CUSTOMER NAMEPLATE

The interior door trim on the front doors shall include a customer nameplate which states the vehicle was custom built for their department, city, township, or county.

CAB DOOR TRIM REFLECTIVE

The interior of each door shall include high visibility reflective tape. A white reflective tape shall be provided vertically along the rear outer edge of the door. The lowest portion of each door skin shall include a reflective tape chevron with red and white stripes and a Kovatch Mobile Equipment (KME) logo. The chevron tape shall measure 6.00 inches in height.

INTERIOR GRAB HANDLE "A" PILLAR

There shall be two (2) rubber covered 11.00 inch grab handles installed inside the cab, one on each “A” post at the left and right door openings. The left handle shall be located 7.88 inches above the bottom of the door window opening and the right handle shall be located 2.88 inches above the bottom of the door window opening. The handles shall assist personnel in entering and exiting the cab.

INTERIOR GRAB HANDLE FRONT DOOR

Each front door shall include one (1) ergonomically contoured 9.00 inch cast aluminum handle mounted horizontally on the interior door panels. The handles shall feature a textured black powder coat finish to assist personnel entering and exiting the cab.

INTERIOR GRAB HANDLE REAR DOOR

A black powder coated cast aluminum assist handle shall be provided on the inside of each rear crew door. A 30.00 inch long handle shall extend horizontally the width of the window just above the window sill. The handle shall assist personnel in exiting and entering the cab.

INTERIOR SOFT TRIM COLOR

The cab interior soft trim surfaces shall be black in color.

INTERIOR TRIM SUNVISOR

The header shall include two (2) sun visors, one each side forward of the driver and officer seating positions above the windshield. Each sun visor shall be constructed of Masonite and covered with padded black vinyl trim.

INTERIOR FLOOR MAT COLOR

The cab interior floor mat shall be black in color.

CAB PAINT INTERIOR DOOR TRIM

The inner door panel surfaces shall be painted with multi-tone onyx black texture finish.

HEADER TRIM INTERIOR PAINT

The metal surfaces in the header area shall be coated with multi-tone onyx black texture finish.

TRIM CENTER DASH INTERIOR PAINT

The entire center dash shall be coated with multi-tone onyx black texture finish. Any accessory pods attached to the dash shall also be painted this color.

TRIM DRIVER SIDE DASH INTERIOR PAINT

The left hand dash shall be painted with a multi-tone onyx black texture finish.

TRIM OFFICER SIDE DASH INTERIOR PAINT

The right hand dash shall be painted with multi-tone onyx black texture finish.

DASH PANEL GROUP

The main center dash area shall include three (3) aluminum removable panels located one (1) to the right of the driver position, one (1) in the center of the dash and one (1) to the left of the officer position. The panels shall be coated with a black texture finish. The center panel shall be within comfortable reach of both the driver and officer.

SWITCHES CENTER PANEL

The center dash panel shall include no rocker switches or legends.

SWITCHES DRIVER SIDE

The left dash panel shall include one (1) windshield wiper/washer control switch located in the left hand side of the panel. The switch shall have backlighting provided.

SWITCHES OFFICER SIDE

The right dash panel shall include four (4) rocker switch positions in the lower right hand portion of the panel.

A rocker switch with a blank legend installed directly above shall be provided for any position without a switch and legend designated by a specific option. The non-specified switches shall be two-position, black switches with a green indicator light. Each blank switch legend can be custom engraved by the body manufacturer. All switch legends shall have backlighting provided.

SEAT BELT WARNING

A Weldon seat belt warning system, integrated with the Vehicle Data Recorder system, shall be installed for each seat within the cab. The system shall provide a visual warning indicator in the vehicle display and control screen(s) and a fast tone audible alarm. The wiring connections at each seat shall have heat shrink tubing applied so that the wiring cannot be easily disconnected to disable the system.

The warning system shall activate when any seat is occupied with a minimum of 60 pounds, the corresponding seat belt remains unfastened, and the park brake is released. The warning system shall also activate when any seat is occupied, the corresponding seat belt was fastened in an incorrect sequence, and the park brake is released. Once activated, the visual indicators and applicable audible alarm shall remain active until all occupied seats have the seat belts fastened.

SEAT MATERIAL

The Bostrom Firefighter seats shall include a covering of extra high strength, wear resistant fabric made of durable low seam Durawear Plus™ ballistic polyester. A PVC coating shall be bonded to the back side of the material to help protect the seats from UV rays and from being saturated or contaminated by fluids. Durawear Plus™ meets or exceeds specification of the common trade name Imperial 1800. The material meets FMVSS 302 flammability requirements.

If applicable, Theatre style seats located in the cab shall be high strength, wear resistant fabric made of durable ballistic polyester. A PVC coating shall be bonded to the back side of the material to help protect the seats from UV rays and from being saturated or contaminated by fluids. Common trade names for this material are Imperial 1200 and Durawear.

SEAT COLOR

All seats supplied with the chassis shall be black in color. All seats shall include red seat belts.

SEAT BACK LOGO

The seat back shall include the “KME” logo. The logo shall be centered on the standard headrest of the seat back and on the left side of a split headrest.

BOSTROM SEAT DRIVER

The driver's seat shall be an H.O. Bostrom 500 Series Firefighter Sierra model seat. The seat shall feature eight-way electric positioning. The eight positions shall include up and down, fore and aft, back angle adjustment and seat rake adjustment. The seat shall feature integral springs to isolate shock. The fore and aft travel shall be limited as required due to customer selected items such as axillary air compressors, battery conditioners and their specified locations.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt, automatic retractor and buckle as an integral part of the seat assembly. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

The minimum vertical dimension from the seat H-point to the ceiling for this belted seating position shall be 35.00 inches measured with the seat height adjusted to the lowest position of travel.

This model of seat shall have successfully completed the static load tests set forth by FMVSS 207, 209, and 210 in effect at the time of manufacture. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity.

The materials used in construction of the seat shall also have successfully completed testing with regard to the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which dictates the allowable burning rate of materials in the occupant compartments of motor vehicles.

SEAT BACK DRIVER

The driver’s seat shall include a standard seat back incorporating the all belts to seat feature (ABTS). The seat back shall feature a contoured head rest.

SEAT MOUNTING DRIVER

The driver’s seat shall be installed in an ergonomic position in relation to the cab dash.

OCCUPANT PROTECTION DRIVER

The driver's position shall be equipped with the IMMI 4Front and RollTek™ Systems which shall secure belted occupants and increase the survivable space within the cab. The 4Front and RollTek™ Systems shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, and rollover events.

The Driver's seating area protection shall include:

- Drivers airbag **DAB** - inflates a steering wheel airbag to protect the head and neck of the driver.
- Driver's knee airbag **DKAB** - inflating knee bolster airbags to protect the knees.
- Integrated roll sensor **IRS** - detects an imminent rollover, activates protective devices and records crash events.
- Integrated belt pretension **IBP -** device for mechanical and/or electrical seats tightens the seat belt, securing driver in seat and positions driver for contact with seat integrated head cushion side roll airbag.

Inflatable head cushion seat integrated side roll airbag **SRA** - protects driver's head/neck and shields driver from dangerous surfaces.

BOSTROM SEAT OFFICER

The officer's seat shall be a H.O. Bostrom 500 Series Sierra seat model. The seat shall feature a tapered and padded seat, and cushion. The seat shall be mounted in a fixed position.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

The minimum vertical dimension from the seat H-point to the ceiling for this belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

SECUREALL SCBA SEAT BACK OFFICER

The officer's seat shall feature a SecureAll™ SCBA locking system which shall be one bracket model and store most U.S. and International SCBA brands and sizes while in transit or for storage within the seat back. The bracket shall be easily adjustable for all SCBA brands and cylinder diameters. All adjustment points shall utilize similar hardware and adjustments shall be made with one tool.

The bracket shall be adjustable to compensate for different cylinder lengths without the use of tools. The adjustment shall be made by raising a lever and moving the top clamp vertically**.**

The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the SCBA tank in place for a safe and comfortable fit in the seat back cavity. The SCBA unit simply needs to be pushed against the pivot arm to engage the patented auto- locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The SecureAll™ shall include a release handle which shall be integrated into the seat cushion for quick and easy release. This shall eliminate the need for straps or pull cords to interfere with other SCBA equipment.

The seat back shall include a removable padded cover which shall be provided over the SCBA cavity.

SEAT MOUNTING OFFICER

The officer's seat shall offer a special mounting position which is 2.00 inches rearward of the standard location offering increased leg room for the occupant.

OCCUPANT PROTECTION OFFICER

The officer's position shall be equipped with the IMMI 4Front and RollTek™ Systems which shall secure belted occupants and increase the survivable space within the cab. The 4Front and RollTek™ Systems shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, and rollover events.

The Officer's seating area protection shall include:

- Officer's knee airbag **OKAB** - inflating knee bolster airbags to protect the knees.
- Integrated roll sensor **IRS** - detects an imminent rollover, activates protective devices and records crash events.
- Integrated belt pretension **IBP -** device for mechanical and/or electrical seats tightens the seat belt, securing officer in seat and positioning officer for contact with seat integrated head cushion side roll airbag.
- Inflatable head cushion seat integrated side roll airbag **SRA** - protects officer's head/neck and shields officer from dangerous surfaces.

POWER SEAT WIRING

The power seat or seats installed in the cab shall be wired directly to battery power.

SEAT BELT ORIENTATION CREW

The crew position seat belts shall follow the standard orientation which extends from the outboard shoulder extending to the inboard hip.

SEAT FORWARD FACING OUTER LOCATION

The crew area shall include two (2) forward facing outboard seats, which include one (1) located next to the outer wall of the cab on the left side of the cab and one (1) located next to the outer wall on the right side of the cab.

The primary position designation per NFPA 1900 2024 edition, shall only declare the positioning in the cab offers a minimum width of 27.60 inches of shoulder clearance without overlap of any other primary seating position and a minimum of 10.80 inches each side of seat center line. Clear width may be offset from center of seat cushion by up to 3.00 inches. It shall also offer a minimum of 22.00 inches of shoulder width clearance without any overlap of any position.

BOSTROM SEAT CREW FORWARD FACING OUTER

The crew area shall include a seat in the forward facing outer position which shall be a H.O. Bostrom 500 Series Firefighter model seat. The seat shall feature a tapered and padded seat, and cushion. The seat shall be mounted in a fixed position. The seat and cushion shall be hinged and compact in design for additional room. The seat shall include a “Fold and Hold” feature so that the cushion shall remain in the seated position and simply touched to flip up.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

The minimum vertical dimension from the seat H-point to the ceiling for each belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

SECUREALL SCBA SEAT BACK FORWARD FACING OUTER

The forward facing outboard seat shall feature a SecureAll™ self contained breathing apparatus (SCBA) locking system which shall be one bracket model and store most U.S. and International SCBA brands and sizes while in transit or for storage within the seat back. The bracket shall be easily adjustable for all SCBA brands and cylinder diameters. All adjustment points shall utilize similar hardware and adjustments shall be made with one tool.

The bracket shall be adjustable to compensate for different cylinder lengths without the use of tools. The adjustment shall be made by raising a lever and moving the top clamp vertically**.**

The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the SCBA tank in place for a safe and comfortable fit in the seat back cavity. The SCBA unit simply needs to be pushed against the pivot arm to engage the patented auto- locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The SecureAll™ shall include a release handle which shall be integrated into the seat cushion for quick and easy release. This shall eliminate the need for straps or pull cords to interfere with other SCBA equipment.

The seat back shall include a removable padded cover which shall be provided over the SCBA cavity.

SEAT MOUNTING FORWARD FACING OUTER

The forward facing outer seat shall be mounted inboard from the side wall for additional clearance facing the front of the cab.

OCCUPANT PROTECTION FFO

The forward facing outer seat positions shall be equipped with the RollTek™ rollover occupant protection system which shall secure occupants, increase the survivable space within the cab and protect against head/neck injuries in the event of a roll over accident.

The system shall function using a microprocessor-controlled, solid-state sensing device which, when the system detects a side roll shall provide instantaneous occupant protection (less than 0.3 seconds from trigger to total deployment) by automatically initiating the following sequence:

1. The seat belt shall tighten around the occupant.

System Components Shall Include:

Integrated Roll Sensor **IRS** - detects an imminent rollover, activates protective devices and records crash events.

Integrated Belt Pretension **IBP** with flip-up (non theatre) and fixed mechanical seats - tightens the seat belt around occupant, securing occupant in seat.

Integrated Gas Pretension **IGP** with flip-up theatre style seats - tightens the seat belt around occupant, securing occupant in seat.

SEAT FORWARD FACING CENTER LOCATION

The crew area shall include one (1) forward facing center crew seat located directly behind the engine tunnel in the center of the cab.

BOSTROM SEAT CREW FORWARD FACING CENTER

The forward facing center seat shall be a H.O. Bostrom 500 Series Firefighter model seat. The seat shall feature a tapered and padded seat, and cushion. The seat shall be mounted in a fixed position. The seat and cushion shall be hinged and compact in design for additional room. The seat shall include a “Fold and Hold” feature so that the cushion shall remain in the seated position and simply touched to flip up.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant. The ABTS feature shall also include the RiteHite™ shoulder adjustment feature to provide enhanced comfort and safety by allowing customized seat belt fit.

The minimum vertical dimension from the seat H-point to the ceiling for each belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

SECUREALL SCBA SEAT BACK FORWARD FACING CENTER

The forward facing center seat shall feature a SecureAll™ self contained breathing apparatus (SCBA) locking system which shall be one bracket model and store most U.S. and International SCBA brands and sizes while in transit or for storage within the seat back. The bracket shall be easily adjustable for all SCBA brands and cylinder diameters. All adjustment points shall utilize similar hardware and adjustments shall be made with one tool.

The bracket shall be adjustable to compensate for different cylinder lengths without the use of tools. The adjustment shall be made by raising a lever and moving the top clamp vertically**.**

The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the SCBA tank in place for a safe and comfortable fit in the seat back cavity. The SCBA unit simply needs to be pushed against the pivot arm to engage the patented auto- locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The SecureAll™ shall include a release handle which shall be integrated into the seat cushion for quick and easy release. This shall eliminate the need for straps or pull cords to interfere with other SCBA equipment.

The seat back shall include a removable padded cover which shall be provided over the SCBA cavity.

OCCUPANT PROTECTION FFC

The forward facing center seat positions shall be equipped with the RollTek™ rollover occupant protection system which shall secure occupants, increase the survivable space within the cab and protect against head/neck injuries in the event of a rollover accident.

The system shall function using a microprocessor-controlled, solid-state sensing device which, when the system detects a side roll shall provide instantaneous occupant protection (less than 0.3 seconds from trigger to total deployment) by automatically initiating the following sequence:

1. The seat belt shall tighten around the occupant.

System Components Shall Include:

Integrated Roll Sensor **IRS** - detects an imminent rollover, activates protective devices and records crash events.

Integrated Belt Pretension **IBP** with flip-up (non theatre) and fixed mechanical seats - tightens the seat belt around occupant, securing occupant in seat.

Integrated Gas Pretension **IGP** with flip-up theatre style seats - tightens the seat belt around occupant, securing occupant in seat.

SEAT FRAME FORWARD FACING

The forward facing center seating positions shall include an enclosed style seat frame located and installed at the rear wall. The seat frame shall measure 62.38 inches wide X 12.38 inches high X 22.00 inches deep. The seat frame shall be constructed of Marine Grade 5052-H32 0.19 inch thick aluminum plate. The forward corners of the bench shall be chamfered 45-degrees X 4.00 inches.

SEAT FRAME FORWARD FACING STORAGE ACCESS

There shall be two (2) access points to the storage area centered on the front of the seat frame. Each access point shall be covered by a hinged door to allow access for storage in the seat box.

SEAT MOUNTING FORWARD FACING CENTER

The forward facing center seats shall be installed facing the front of the cab.

CAB FRONT UNDER SEAT STORAGE ACCESS

The left and right under seat storage areas shall have a solid aluminum hinged door with non-locking latch.

SEAT COMPARTMENT DOOR FINISH

All under seat storage compartment access doors shall have a multi-tone onyx black texture finish.

WINDSHIELD WIPER SYSTEM

The cab shall include a triple arm linkage wiper system which shall clear the windshield of water, ice and debris. There shall be two (2) windshield wipers; each shall be affixed to a radial arm. The wiper motor shall be activated by an intermittent wiper control located within easy reach of the driver's position. The windshield wipers shall be interlocked with the park brake allowing activation only when the park brake is released.

There shall be virtual button on the vehicle display and control screen to override the park brake deactivation. This will reset when the park brake is cycled.

ELECTRONIC WINDSHIELD FLUID LEVEL INDICATOR

The windshield washer fluid level shall be monitored electronically. When the washer fluid level becomes low the yellow "Check Message Center" indicator light on the instrument panel shall illuminate and the message center in the dual air pressure gauge shall display a "Check Washer Fluid Level" message.

CAB DOOR HARDWARE

The cab entry doors shall be equipped with exterior pull handles, suitable for use while wearing firefighter gloves. The handles shall be made of aluminum with a chrome plated finish.

The interior exit door handles shall be flush paddle type with a black finish, which are incorporated into the upper door panel.

All cab entry doors shall include locks which are keyed alike. The door locks shall be designed to prevent accidental lockout.

DOOR LOCKS

Each cab entry door shall include a manually operated door lock. Each door lock may be actuated from the inside of the cab by means of a red knob located on the paddle handle of the respective door or by using a TriMark key from the exterior. The door locks are designed to prevent accidental lock out.

DOOR LOCK LH EMS COMPARTMENT

The left hand side EMS compartment shall feature a manual door lock.

DOOR LOCK RH EMS COMPARTMENT

The right hand side EMS compartment shall feature a manual door lock.

GRAB HANDLES

The cab shall include one (1) 18.00 inch three-piece knurled aluminum anti-slip exterior grab handle behind each cab door. The Hansen Anti-Slip Rails shall be mounted in bright anodized aluminum 4000 Series II stanchions, complete with weep holes to prevent the buildup of moisture.

The grab rails shall include red reflective tape.

LIGHTED GRAB HANDLES

The grab rails shall include a 12 volt, 17.00 inch long clear LED light to provide an increased margin of safety for night time cab entry and egress.

REARVIEW MIRRORS

Retrac Aerodynamic West Coast style dual vision mirror heads model 613305 shall be provided and installed on each of the front cab doors.

The mirrors shall be mounted via 1.00 inch diameter tubular stainless steel arms to provide a rigid mounting to reduce mirror vibration.

The mirrors shall measure 8.00 inches wide X 19.00 inches high and shall include an integral convex mirrors installed in the mirror head below the flat glass to provide a wider field of vision. The flat and convex mirrors shall be motorized with remote horizontal and vertical adjustment. The control switches shall be mounted within easy reach of the driver. The flat and convex mirrors shall be heated for defrosting in severe cold weather conditions.

The mirrors shall be constructed of a vacuum formed chrome plated ABS plastic housing that is corrosion resistant and shall include the finest quality non-glare glass.

REARVIEW MIRROR HEAT SWITCH

The heat for the rearview mirrors shall be controlled through a virtual button on the vehicle display and control screen.

EXTERIOR TRIM REAR CORNER

There shall be an overlay of 3003-H22 aluminum tread plate which shall be 0.07 inches thick on the outside corners at the back of the cab. The overlay shall wrap 1.00 inches forward on the sides of the cab and 12.00 inches inboard on the rear wall.

CAB FENDER

Wheel well liners shall be integrated into cab design and include a bed liner undercoat to limit road splash and enable easier cleaning. Each outer fenderette shall be 5.00 inches wide made of SAE 304 polished stainless steel.

MUD FLAPS FRONT

The front wheel wells shall have mud flaps installed on them.

CAB EXTERIOR FRONT & SIDE EMBLEMS

The cab shall include three (3) Kovatch Mobile equipment (KME) emblems. There shall be one (1) installed on the front grille and one (1) emblem on each of the cab sides. The emblems on the cab sides shall be centered horizontally on the B pillars of the cab and located vertically approximately halfway up the cab side front door windows.

CAB EXTERIOR MODEL NAMEPLATE

The cab shall include “Panther” nameplates on the front driver and officer side doors.

IGNITION

A master battery system with a keyless start ignition system shall be provided. There shall be a three-position rocker switch with off, battery, and ignition positions as well as a stainless-steel etched engine start push-button. The engine start button shall include an illuminated LED halo ring. Both switches shall be mounted to the left of the steering wheel on the dash.

The engine start switch shall only operate when the master battery and ignition switch is in the “ignition” position.

BATTERY

The single start electrical system shall include six (6) Harris BCI 31 925 CCA batteries with a 210 minute reserve capacity and 4/0 welding type dual path starter cables per SAE J541.

The batteries shall be held in place by non-conducting phenolic resin hold down boards.

BATTERY TRAY

The batteries shall be installed within two (2) steel battery trays located on the left side and right side of the chassis, securely bolted to the frame rails. The battery trays shall be coated with the same material as the frame.

The battery trays shall include drain holes in the bottom for sufficient drainage of water. A durable, non-conducting, interlocking mat made by Dri-Dek shall be installed in the bottom of the trays to allow for air flow and help prevent moisture build up.

BATTERY BOX COVER

Each battery box shall include a steel cover which protects the top of the batteries. Each cover shall include flush latches which shall keep the cover secure as well as a black powder coated handle for convenience when opening.

BATTERY CABLE

The starting system shall include cables which shall be protected by 275 degree F. minimum high temperature flame retardant loom, sealed at the ends with heat shrink and sealant.

BATTERY JUMPER STUD

The starting system shall include battery jumper studs. These studs shall be located in the forward most portion of the driver's side lower step, 8.00 inches apart. The studs shall allow the vehicle to be jump started, charged, or the cab to be raised in an emergency in the event of battery failure.

ALTERNATOR

The charging system shall include a 320 amp Leece-Neville 12 volt alternator. The alternator shall include a self-exciting integral regulator.

STARTER MOTOR

The single start electrical system shall include a Delco brand starter motor.

KUSSMAUL BATTERY CONDITIONER

A Kussmaul Auto Charge Chief 4012 battery conditioner shall be supplied. The battery conditioner shall provide a circuit protected 40-amp output for the chassis batteries and a 20-amp output circuit for accessory loads. The conditioner shall also include a battery temperature sensor.

BATTERY CONDITIONER LOCATION

The battery conditioner shall be mounted in the cab on the forward face of the left-hand mid EMS compartment.

KUSSMAUL BATTERY CONDITIONER DISPLAY

A Kussmaul battery conditioner display with a Digital Status Center shall be integrated into the electrical inlet.

BATTERY CONDITIONER DISPLAY LOCATION

The battery conditioner display shall be integrated into the electrical inlet and located via the electrical inlet location 5209 subcategory.

KUSSMAUL AUXILIARY AIR COMPRESSOR

A Kussmaul Auto Pump 120V air compressor shall be supplied. The air compressor shall be plumbed to the air brake system to maintain air pressure. The air compressor shall include an auto drain to prevent moisture from entering the air system. The automatic moisture drain shall be plumbed into the system between the auxiliary air compressor pump and the air tanks.

AUXILIARY AIR COMPRESSOR LOCATION

The air compressor shall be installed under the dashboard on the right-hand side, forward of the officer's seating position.

CAB/CHASSIS ELECTRICAL OUTLET

The cab shall include two (2) NEMA 5-20R black nylon duplex 20-amp receptacles with clear weather proof covers. The receptacles shall be mounted, one (1) each behind the driver's and officer's seat. Each outlet shall include a wall plate in a box shaped housing. The receptacles shall be ground fault circuit interrupter (GFCI) outlets with two (2) pole, three (3) wire configuration rated for 125 volts.

ELECTRICAL INLET LOCATION

An electrical inlet shall be installed on the left hand side of cab over the wheel well in the forward position rear of the grab handle and above the door entry key pad if applicable.

KUSSMAUL ELECTRICAL INLET

A Kussmaul 20 amp super auto-eject electrical receptacle shall be supplied. It shall automatically eject the plug when the starter button is depressed.

A single item or an addition of multiple items must not exceed the rating of the electric inlet that it's connected to.

Amp Draw Reference List:

Kussmaul 40 LPC Charger - 5 Amps
Kussmaul Chief 4012 Charger – 5.7 Amps
Kussmaul 80 LPC Charger - 13 Amps
Kussmaul Chief 6012 Charger - 9 Amps
Blue Sea P12 7532 - 7.5 Amps
Iota DLS-45/IQ4 - 11 Amps
1000W Engine Heater - 8.33 Amps
1500W Engine Heater - 12.5 Amps
120V Air Compressor - 4.2 Amps
120V Dometic HVAC - 15 Amps

ELECTRICAL INLET CONNECTION

The electrical inlet shall be connected to the battery conditioner, air pump, and electrical outlet.

ELECTRICAL INLET COLOR

The electrical inlet connection shall include a yellow cover.

FIRETECH LED HEADLIGHTS

The cab front shall include two (2) FireTech rectangular LED headlamps with high/low beam in the same housing and two (2) separate FireTech LED high beam only headlamps mounted in bright chrome bezels.

HEADLIGHT LOCATION

The headlights shall be located on the front fascia of the cab directly below the front warning lights.

WHELEN M6 SERIES LED FRONT TURN SIGNALS

The front fascia shall include two (2) Whelen model M6 4.00 inch X 6.00 inch amber LED with clear lens turn signals which shall be installed in a chrome radius mount housing above and outboard of the front warning and head lamps.

TECNIQ LED SIDE TURN/MARKER LIGHTS

The sides of the cab shall include two (2) Tecniq S170 LED side marker lights which shall be provided just behind the front cab radius corners. The lights shall be amber with chrome bezels.

WHELEN M6 SERIES LED REAR CAB WALL TURN SIGNALS

The cab rear wall shall include two (2) Whelen model M6 4.00 inch X 6.00 inch programmable LED amber turn signals with a chrome flange, one (1) each side. The lights shall be installed so the bottom of the light is approximately 18.00 inches up from the bottom of the cab.

MARKER AND ICC LIGHTS

In accordance with FMVSS, there shall be five (5) marker lamps on the front of the vehicle designating identification and clearance. There shall be five (5) face mounted lights integrated into the scene light.

HEADLIGHT AND MARKER LIGHT ACTIVATION

The headlights and marker lights shall be controlled via a virtual button on the vehicle display and control screen. There shall be a virtual dimmer control on the vehicle display and control screen to adjust the brightness of the dash lights. The headlamps and markers lamps shall illuminate to 100% brilliance when the ignition switch is in the "On" position. The headlamps shall be equipped with an LED halo parking light around the perimeter of each lamp that shall activate when the ignition switch is in the “On” position.

WHELEN LED INTERIOR OVERHEAD LIGHTS

The cab shall include a Whelen 60CREGCS LED dome lamp located over each door. The dome lamps shall be circular in shape and shall measure approximately 6.00 inches in diameter. The lights shall include push buttons on each lamp to activate both the clear and red portions of the light individually.

INTERIOR OVERHEAD LIGHTS ACTIVATION

The clear portion of each lamp shall be activated by opening the respective door and via the multiplex display. The virtual button shall be a multilevel switch that cycles red, clear and off.

WHELEN LED AUXILIARY DOME LIGHT FRONT CENTER

The cab shall include a Whelen 60CREGCS LED dome lamp as an auxiliary dome light. The dome lamp shall be circular in shape and shall measure approximately 6.00 inches in diameter. The auxiliary dome light shall be located over the engine tunnel. The light shall include push buttons to activate both the clear and red portions of the light individually.

AUXILIARY DOME LIGHT FRONT CENTER ACTIVATION

The auxiliary dome light shall have the same activation as the interior overhead lights.

LIGHTBAR PROVISION

There shall be one (1) light bar installed on the cab roof. The light bar shall be provided and installed by the chassis manufacturer. The light bar installation shall include a lowered mounting that shall place the light bar just above the junction box and wiring to a control switch on the cab dash.

WHELEN CAB FRONT LIGHTBAR MODEL

The cab shall be provided with one (1) Whelen model F4N72 light bar. The light bar shall be 72.00 inches in length and feature eighteen (18) customizable pods.

See the light bar layout for specific details.

If applicable, clear lights shall be disabled with park brake engaged.

LIGHTBAR SWITCH

The light bar shall be controlled through a virtual button on the vehicle display and control screen. There shall be an additional button located on the vehicle display and control screen to control the clear lights.

FIRETECH LED FRONT SCENE LIGHTS

The front of the cab shall include one (1) HiViz model FireTech FT-B-72-ML-B LED scene light installed on the brow of the cab. The light shall feature (5) five integrated marker lights.

The housing shall be powder coated black.

FRONT SCENE LIGHT LOCATION

There shall be one (1) scene light mounted center on the front brow of the cab.

FRONT SCENE LIGHTS ACTIVATION

The front scene lighting shall be activated by a virtual button on the vehicle display and control screen and a lighted momentary rocker switch on the dash.

WHELEN LED SIDE SCENE LIGHTS

The cab shall include two (2) Whelen model Pioneer PCH2 semi-recess mount lights installed one (1) on each side of the cab.

Each 150 watt lamp head shall incorporate a 12 volt DC Super-LED combination flood/spot light installed in a die-cast aluminum housing. Each lamp head shall use a collimator/metalized redux spot/flood reflector assembly with Proclera™ silicone optics and a clear non-optic polycarbonate lens. The lens/reflector assembly shall utilize a liquid injected molded silicone gasket to be resistant to water, moisture, dust, and other environmental conditions. The PCH2 shall be vibration resistant. The Pioneer PC boards shall be conformal coated for additional protection. Each combination flood light lamp head shall draw 13.0 amps in spotlight mode and generate 17,750 lumens total. Each lamp head shall measure 4.25 inches in height X 14.00 inches in width. Each lamp head shall be mounted within a semi-recess housing featuring a chrome flange which shall measure 7.92 inches in height X 17.17 inches in width. The lamp heads and brackets shall be powder coated white.

SIDE SCENE LIGHT LOCATION

The scene lighting located on the left and right sides of the cab shall be mounted rearward of the cab “B” pillar in the 10.00 inch raised roof portion of the cab between the front and rear crew doors.

SIDE SCENE ACTIVATION

The scene lights shall be activated by two (2) lighted momentary rocker switches located in the switch panel, one (1) for each light and by two (2) virtual buttons on the vehicle display and control screen(s), one (1) for each light.

REAR SCENE LIGHTS

The vehicle shall include multiplex activated rear scene lighting for body builder installed scene lights and body builder installed multiplex output.

REAR SCENE LIGHT ACTIVATION

The rear scene lights shall be activated via a virtual button on the Vista display and control screen, a lighted momentary rocker switch on the dash labeled “REAR SCENE LTS”, and when the transmission is placed in reverse.

TECNIQ LED GROUND LIGHTS

Each door shall include a Tecniq T44 LED ground light mounted to the underside of the cab step below each door. The lights shall include a polycarbonate lens, a housing which is vibration welded and LEDs which shall be shock mounted for extended life.

GROUND LIGHTS

The ground lighting shall be activated when the parking brake is set, by the opening of the door on the respective cab side, through a virtual button on the vehicle display and control screen, when the truck is placed into reverse, and by the respective side turn signal.

UNDER BUMPER LIGHTS

There shall be two (2) 4.00 inch round LED NFPA compliant ground lights mounted under the bumper. The lights shall include a polycarbonate lens, a housing which is vibration welded, and LEDs which shall be shock mounted for extended life. The under bumper ground lighting shall activate with the ground lights.

TECNIQ LED LOWER CAB STEP LIGHTS

The middle step located at each door shall include a Tecniq T44 LED light which shall activate with the opening of the respective door. The lights shall include a polycarbonate lens, a housing which is vibration welded and LEDs which shall be shock mounted for extended life.

TECNIQ LED INTERMEDIATE STEP LIGHTS

The intermediate step well area at each door shall include a TecNiq D06 LED light within a chrome housing. The egress step lights shall provide visibility to the step well area for the first step exiting the vehicle. The egress step lights shall activate with entry step lighting.

ENGINE COMPARTMENT LIGHT

There shall be a LED NFPA compliant light mounted under the engine tunnel for area work lighting on the engine. The light shall activate automatically when the cab is tilted.

TECNIQ LED DO NOT MOVE APPARATUS LIGHT

The front headliner of the cab shall include a flashing red TecNiq K50 LED light clearly labeled "Do Not Move Apparatus". In addition to the flashing red light, an audible alarm shall be included which shall sound while the light is activated.

The flashing red light shall be located centered left to right for greatest visibility.

The light and alarm shall be interlocked for activation when either a cab door is not firmly closed, or an apparatus compartment door is not closed, and the parking brake is released.

MASTER WARNING SWITCH

A master switch shall be included, as a virtual button on the Vista display and control screen which shall be labeled “E Master” for identification. The button shall feature control over all devices wired through it. Any warning device switches left in the “ON” position when the master switch is activated shall automatically power up.

HEADLIGHT FLASHER

An alternating high beam headlight flashing system shall be installed into the high beam headlight circuit which shall allow the high beams to flash alternately from left to right.

Deliberate operator selection of high beams will override the flashing function until low beams are again selected. Per NFPA, these clear flashing lights will also be disabled “On Scene” when the park brake is applied.

HEADLIGHT FLASHER SWITCH

The flashing headlights shall be activated through a virtual button on the Vista display and control screen.

WHELEN M6 SERIES LED INBOARD FRONT WARNING LIGHTS

The cab front fascia shall include two (2) Whelen M6 Super LED front warning lights in the left and right inboard positions. The lights shall feature multiple flash patterns including steady burn. The lights shall be mounted to the front fascia of the cab within a chrome bezel. The warning lights shall be set to emit the “TripleFlash 75” in/out flash pattern.

INBOARD FRONT WARNING LIGHTS COLOR

The warning lights mounted on the cab front fascia in the inboard positions shall be red with a clear lens.

WHELEN M6 SERIES LED OUTBOARD FRONT WARNING LIGHTS

The cab front fascia shall include two (2) Whelen M6 Super LED front warning lights in the left and right outboard positions. The lights shall feature multiple flash patterns including steady burn. The lights shall be mounted to the front fascia of the cab within a chrome bezel. The warning lights shall be set to emit the “TripleFlash 75” in/out flash pattern.

OUTBOARD FRONT WARNING LIGHTS COLOR

The warning lights mounted on the cab front fascia in the outboard position shall be red with a clear lens.

WHELEN M6 SERIES LED BUMPER FACE WARNING LIGHT

The front bumper face shall include two (2) Whelen M6 series 4.31 inches tall X 6.75 inches wide Super LED® warning lights. The warning lights shall feature multiple flash patterns including steady burn. The lights shall be surface mounted within a chrome bezel. The warning lights shall be set to flash “TripleFlash 75” in/out flash pattern.

BUMPER FACE WARNING LIGHT COLOR

The warning lights in the bumper shall be red with clear lenses.

BUMPER FACE WARNING LIGHT LOCATION

The front bumper face warning lights shall be located between the frame rails in the right and left side outboard positions.

FRONT WARNING SWITCH

The front warning lights shall be controlled through the master warning switch.

WHELEN M6 SERIES LED INTERSECTION WARNING LIGHTS

The chassis shall include two (2) Whelen M6 series Super LED intersection warning lights, one (1) each side. The lights shall feature multiple flash patterns including steady burn. The lights shall be set to flash “TripleFlash 75” I/O flash pattern.

INTERSECTION WARNING LIGHTS COLOR

The intersection lights shall be red with a clear lens.

INTERSECTION WARNING LIGHTS LOCATION

The intersection lights shall be mounted centered front to rear on the flat portion of the side of the bumper tail.

WHELEN M6 SERIES LED SIDE WARNING LIGHTS

The cab sides shall include two (2) Whelen M6 Super LED warning lights, one (1) on each side. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the sides of the cab within a chrome bezel. The light shall be programmed to emit the "TripleFlash 75” in/out flash pattern.

SIDE WARNING LIGHTS COLOR

The warning lights located on the side of the cab shall be red with clear lens.

SIDE WARNING LIGHTS LOCATION

The warning lights on the side of the cab shall be mounted over the front wheel well forward from the center of the front axle.

AUXILIARY SIDE WARNING LIGHTS

The cab sides shall include two (2) Whelen series M6 Super LED 4.00 inch X 6.00 inch warning lights, one (1) each side, which shall feature multiple flash patterns including steady burn. The warning lights shall be set to flash “TripleFlash 75” in/out flash pattern.

AUXILIARY SIDE WARNING LIGHTS COLOR

The auxiliary warning lights located on the side of the cab shall be red with clear lens.

AUXILIARY SIDE WARNING LIGHTS LOCATION

The auxiliary warning lights on the side of the cab shall be mounted above the front doors.

SIDE AND INTERSECTION WARNING SWITCH

The side warning lights shall be controlled through the master warning switch.

FRC TANK LEVEL LIGHTS

There shall be two (2) FRC MaxVision surface mount water level light strips.

The light strips shall feature four (4) colors of LED lights to indicate the fluid level of a tank. The colors from top to bottom shall be green, blue, amber, and red.

TANK LEVEL LIGHTS ACTIVATION

The tank level lights shall be pre-wired and coiled at rear of the cab for connection to the apparatus by the body builder.

TANK LEVEL LIGHTS LOCATION

There shall be water level lights mounted on each side of the cab, centered between the rear cab doors and the rear corners of the cab.

WHELEN REAR WARNING LIGHTS

The cab shall have a Whelen TACTL5 Traffic Advisor control head installed and wired in the header above the driver. The control head shall be mounted in the driver’s side header inboard of the radio position.

The power to the control head shall be ignition switched and activation dependent upon the state of the controllers switched position upon ignition.

Wiring provisions shall be provided routed to the rear of the frame for OEM installation of up to eight (8) individual traffic advisor warning lights rated at no more than one (1) amp each.

INTERIOR DOOR OPEN WARNING LIGHTS

The interior of each door shall include one (1) 15.87 inch long X 0.73 inch tall amber Weldon LED warning light. The light shall be located on the upper portion of the door frame to be visible when a person is standing in front of the door while entering or exiting the cab. Each light shall activate with a scrolling directional flash pattern which moves from inside to outside when the door is in the open position. This shall serve as a warning to oncoming traffic.

WHELEN SIREN CONTROL HEAD

A Whelen 295HFSC9 electronic siren control head shall be provided. The siren head shall feature a 200-watt output, wail, yelp, manual siren, and hands free operation which shall allow the operator to turn the siren on and off from the horn ring if a horn/siren selector switch option is also selected. The siren shall be installed in the switch panel with a location specific to the customer's needs.

STEERING WHEEL HORN BUTTON SELECTOR SWITCH

A virtual button on the Vista display and control screen shall be provided to allow control of the electric horn or the air horn from the steering wheel horn button. The horn button selection shall default to the air horn each time the Vista screen power is cycled off and on.

AUDIBLE WARNING DRIVER SIDE FOOT SWITCH

Two (2) foot actuated switches shall be supplied for installation in the front section of the cab for driver actuation. One (1) switch shall be wired to actuate the air horn(s) and one (1) switch the mechanical siren(s).

AIR HORN FOOT SWITCH DRIVER SIDE

The air horn foot switch shall be a Linemaster model 491-S.

AIR HORN FOOT SWITCH DRIVER SIDE LOCATION

The air horn foot switch shall be located on the left hand side accessible to the driver between the steering column and the door.

AIR HORN FOOT SWITCH DRIVER SIDE POSITION

The air horn foot switch shall be positioned inboard of any other foot switch, if applicable.

MECHANICAL SIREN FOOT SWITCH DRIVER SIDE

The mechanical siren foot switch shall be a Linemaster model 491-S.

MECHANICAL SIREN FOOT SWITCH DRIVER SIDE LOCATION

The mechanical siren foot switch shall be located on the left hand side accessible to the driver between the steering column and the door.

MECHANICAL SIREN FOOT SWITCH DRIVER SIDE POSITION

The mechanical siren foot switch shall be positioned outboard of any other foot switch, if applicable.

AUDIBLE WARNING DRIVER SIDE FOOT SWITCH BRACKET

A 30.00 degree angled foot switch bracket, wide enough to accommodate (2) foot switches, shall be installed outboard of the steering column for specified driver accessible foot switch activations.

AUDIBLE WARNING OFFICER SIDE FOOT SWITCH

A foot switch wired to actuate the mechanical siren(s) shall be supplied for installation in the front section of the cab for officer actuation.

MECHANICAL SIREN FOOT SWITCH OFFICER SIDE

The mechanical siren foot switch shall be a Linemaster model 491-S.

MECHANICAL SIREN FOOT SWITCH OFFICER SIDE LOCATION

The mechanical siren foot switch shall be temporarily tied up with a coiled wire drop behind the center dash for installation by the customer on the right hand side accessible to the officer.

AIR HORN AUXILIARY ACTIVATION

The air horn activation shall be accomplished by a single right hand side lanyard cable accessible to the officer. An air horn activation circuit shall be provided to the chassis harness pump panel harness connector.

MECHANICAL SIREN BRAKE/AUXILIARY ACTIVATION

A red back lit push button type momentary type siren brake shall be provided in the switch panel on the dash.

MECHANICAL SIREN INTERLOCK

The siren activation shall be interlocked with the park brake and shall only be active when master warning switch is on to prevent accidental engagement.

BACK-UP ALARM

An ECCO model 575 backup alarm shall be installed at the rear of the chassis with an output level of 107 dB. The alarm shall automatically activate when the transmission is placed in reverse.

INSTRUMENTATION

An ergonomically designed instrument panel shall be provided. Each gauge shall be backlit with LED lamps. Stepper motor movements shall drive all gauges. The instrumentation system shall be multiplexed and shall receive ABS, engine, and transmission information over the J1939 data bus to reduce redundant sensors and wiring.

A twenty eight (28) icon lightbar message center with integral LCD odometer/trip odometer shall be included. The odometer shall display up to 999,999.9 miles. The trip odometer shall display 9,999.9 miles. The LCD message center screen shall be capable of custom configuration by the users for displaying certain vehicle status and diagnostic functions.

The instrument panel shall contain the following gauges:

One (1) three-movement gauge displaying vehicle speed, fuel level, and Diesel Exhaust Fluid (DEF) level. The primary scale on the speedometer shall read from 0 to 100 MPH, and the secondary scale on the speedometer shall read from 0 to 160 KM/H. The scale on the fuel and DEF level gauges shall read from empty to full as a fraction of full tank capacity. Red indicator lights in the gauge and an audible alarm shall indicate low fuel or low DEF at 1/8th tank level.

One (1) three-movement gauge displaying engine RPM, and primary and secondary air system pressures shall be included. The scale on the tachometer shall read from 0 to 3000 RPM. The scale on the air pressure gauges shall read from 0 to 150 pounds per square inch (PSI) with a red line zone indicating critical levels of air pressure. Red indicator lights in the gauge and an audible alarm shall indicate low air pressure.

One (1) four-movement gauge displaying engine oil pressure, coolant temperature, voltmeter, and transmission temperature shall be included. The scale on the engine oil pressure gauge shall read from 0 to 100 pounds PSI with a red line zone indicating critical levels of oil pressure. A red indicator light in the gauge and audible alarm shall indicate low engine oil pressure. The scale on the coolant temperature gauge shall read from 100 to 250 degrees Fahrenheit (°F) with a red line zone indicating critical coolant temperatures. A red indicator light in the gauge and audible alarm shall indicate high coolant temperature. The scale on the voltmeter shall read from 9 to 18 volts with a red line zone indicating critical levels of battery voltage. A red indicator light in the gauge and an audible alarm shall indicate high or low system voltage. The low voltage alarm shall indicate when the system voltage has dropped below 11.8 volts for more than 120 seconds in accordance with the requirements of NFPA 1901. The scale on the transmission temperature gauge shall read from 100 to 300 degrees °F with a red line zone indicating critical temperatures. A red indicator light in the gauge and an audible alarm shall indicate a high transmission temperature.

The light bar portion of the message center shall include twenty-eight (28) LED backlit indicators. The lightbar shall be split with fourteen (14) indicators on each side of the LCD message screen. The lightbar shall contain the following indicators and produce the following audible alarms when supplied in conjunction with applicable configurations:

RED INDICATORS

Stop Engine - indicates critical engine fault
Air Filter Restricted - indicates excessive engine air intake restriction
Park Brake - indicates parking brake is set
Low Coolant - indicates critically low engine coolant
Cab Tilt Lock - indicates the cab tilt system locks are not engaged.

AMBER INDICATORS

Malfunction Indicator Lamp (MIL) - indicates an engine emission control system fault
Check Engine - indicates engine fault
Check Transmission - indicates transmission fault
Anti-Lock Brake System (ABS) - indicates anti-lock brake system fault
High exhaust system temperature – indicates elevated exhaust temperatures
Water in Fuel - indicates presence of water in fuel filter
Wait to Start - indicates active engine air preheat cycle
Windshield Washer Fluid – indicates washer fluid is low
DPF restriction - indicates a restriction of the diesel particulate filter
Regen Inhibit-indicates regeneration of the DPF has been inhibited by the operator
Range Inhibit - indicates a transmission operation is prevented and requested shift request may not occur.
SRS - indicates a problem in the supplemental restraint system
Check Message - indicates a vehicle status or diagnostic message on the LCD display requiring attention.

GREEN INDICATORS

Left and Right turn signal indicators
ATC - indicates low wheel traction for automatic traction control equipped vehicles, also indicates mud/snow mode is active for ATC system
High Idle - indicates engine high idle is active.
Cruise Control - indicates cruise control is enabled
OK to Pump - indicates the pump is engaged and conditions have been met for pump operations
Pump Engaged - indicates the pump transmission is currently in pump gear
Auxiliary Brake - indicates secondary braking device is active

BLUE INDICATORS

High Beam indicator

AUDIBLE ALARMS

Air Filter Restriction
Cab Tilt Lock
Check Engine
Check Transmission
Open Door/Compartment
High Coolant Temperature
High or Low System Voltage
High Transmission Temperature
Low Air Pressure
Low Coolant Level
Low DEF Level
Low Engine Oil Pressure
Low Fuel
Stop Engine
Water in Fuel
Extended Left/Right Turn Signal On
ABS System Fault

BACKLIGHTING COLOR

The instrumentation gauges and the switch panel legends shall be backlit using red LED backlighting.

RADIO

A Jensen brand heavy-duty radio with weather band, AM/FM stereo receiver and Bluetooth capabilities shall be installed in a customer specified location. Radio shall be the current, commercially available heavy-duty single-DIN automotive model at time of vehicle manufacturing date.

RADIO LOCATION

The radio shall be installed in the left hand overhead position above the driver.

AM/FM ANTENNA

A small antenna shall be located on the left hand side of the cab roof for AM/FM and weather band reception.

RADIO SPEAKERS

There shall be two (2) speakers installed in the front portion of the cab recessed overhead and two (2) speakers installed in the rear portion of the cab overhead. The speakers shall be provided for connection to the sound system.

CAMERA OFFICER SIDE

One (1) Audiovox Voyager heavy duty rearview teardrop shaped chrome plated housing camera shall be mounted on the officer side of the cab below the windshield ahead of the front door at approximately the same level as the cab door handles. The camera display shall activate when the right side turn signal is activated.

CAMERA REAR

One (1) Audiovox Voyager heavy duty box shaped HD camera shall be shipped loose for OEM installation in the body to afford the driver a clear view to the rear of the vehicle.

The rear camera display shall activate when the vehicle’s transmission is placed in reverse.

CAMERA DISPLAY

The camera system shall be wired to a single vehicle display and control screen located on the driver’s side dash. The camera system display can be activated through the vehicle display and control screen.

COMMUNICATION ANTENNA

An antenna base, for use with an NMO type antenna, shall be mounted on the left hand front corner of the cab roof so not to interfere with light bars or other roof mounted equipment installed by chassis builder. The antenna base shall be an Antenex model MABVT8 made for either a 0.38 inch or 0.75 inch receiving hole in the antenna and shall include 17 foot of RG58 A/U cable with no connector at the radio end of the cable. The antenna base design provides the most corrosion resistance and best power transfer available from a high temper all brass construction and gold plated contact design. The antenna base shall be chassis builder supplied.

COMMUNICATION ANTENNA CABLE ROUTING

The antenna cable shall be routed from the antenna base mounted on the roof to the area behind and underneath the right hand front seat.

AUXILIARY COMMUNICATION ANTENNA

An auxiliary antenna base, for use with and NMO type antenna, shall be installed on the cab. The antenna base shall be an Antenex model MABVT8 and shall include 17.00 foot of RG58 A/U cable with no connector at the radio end of the cable. The antenna shall be mounted on the right hand front corner of the cab roof so not to interfere with light bars or other roof mounted equipment installed by chassis builder. The antenna base shall be chassis builder supplied.

AUXILIARY COMMUNICATION ANTENNA CABLE ROUTING

The auxiliary antenna cable shall be routed from the antenna base mounted on the roof to the area inside the center rocker switch console.

TWO-WAY RADIOS

A radio wire conduit with a pull wire included shall be installed and routed from behind the dash to under the officer's seat for radio installation by the customer. The officer's under seat storage area shall include an access hole for the conduit cut into the rear face of the seat box. The hole shall be approximately 1.00 inch from the bottom and 1.00 from the inner wall of the seat box.

FIRE EXTINGUISHER

A 2.50 pound D.O.T approved fire extinguisher with BC rating shall be shipped loose with the cab.

DOOR KEYS

The cab and chassis shall include a total of four (4) door keys for the manual door locks.

CHASSIS OPERATION MANUAL

The chassis operation manual shall be contained in an on board USB digital storage device. The chassis operation manual shall be accessible through a USB port provided in the OBD diagnostic panel.

ENGINE AND TRANSMISSION OPERATION MANUALS

The following manuals specific to the engine and transmission models ordered will be included with the chassis in the ship loose items:

(1) Hard copy of the Engine Operation and Maintenance manual with digital copy

(1) Digital copy of the Transmission Operator's manual

(1) Digital copy of the Engine Owner's manual

CAB/CHASSIS AS BUILT WIRING DIAGRAMS

The cab and chassis wiring schematics and option wiring diagrams shall be contained in an on board USB digital storage device. The cab and chassis wiring schematics and option wiring diagrams shall be accessible through a USB port provided in the OBD diagnostic panel.

SALES TERMS

The sale of the chassis shall be governed by the terms contained on the Sales Terms – Acceptance of Purchase Order document, a copy of which is attached to this option.

MUD FLAPS

Heavy-duty rubber mud flaps shall be installed behind the rear wheels. The mud flaps shall be black rubber type and be bolted in place.

CAB TILT PENDANT CONTROL

There shall be a cab tilt pendant control provided and installed on the right side of the apparatus. The pendant shall be located directly behind the lower auxiliary pump access panel, accessible through a small hinged door secured with a push button style latch. A label shall be provided that states "CAB TILT". The cab tilt door shall open towards the rear of body.

There shall also be a cab tilt instruction plate located as close as possible to the control pendant for ease of operation.

AIR TANK DRAIN LINES (extended)

There shall be manual pull air tank drain lines provided with the apparatus. The air drain lines shall be extended to the outer edge of the apparatus to facilitate draining moisture from the chassis air tanks to a single location for all drains and shall be actuated by a key ring. A label shall be affixed indicating “Air Tank Drain”.

HEAT EXCHANGER

A supplementary heat exchanger cooling system shall be provided with the chassis and shall be complete to the discharge side of the fire pump through the engine compartment, without intermixing, for absorption of excess heat. The heat exchanger shall be adequate in size to maintain the temperature of the coolant in the pump drive engine not in excess of the engine manufacturer's temperature rating under all pumping conditions.

Appropriate drains shall be provided to allow draining the heat exchanger to prevent damage from freezing. A manual shut-off valve shall be supplied at the pump operator's position.

FUEL FILL DOOR

There shall be an aluminum fuel fill assembly located on the apparatus body accessing the chassis supplied fuel tank. The assemblies shall be located in the upper area of the rear wheel on the left and right side.

The fuel fill assembly will have a brushed aluminum door. There shall be a drain in the fuel fill assembly to allow over flow to drain on the back side of the apparatus body. The fuel fill cap shall be removable, manufactured of plastic materials, green in color and equipped with a tether.

The fuel fill cap shall be labeled "DIESEL FUEL". The stainless steel fuel fill neck shall have a 3/8" inside diameter vent line installed from the top of the fuel tank to the fill tube.

SIDE MOUNT PUMP CONTROL MODULE

The pump control module shall be a self-supported structure mounted independently from the body and chassis cab. The pump module frame shall be constructed entirely of 6061-T6 aluminum extrusions and 5052-H32 aluminum plate. The pump module design shall allow normal frame deflection through isolation mounts without imposing stress on the pump module structure or side running boards. The pump module support shall bolt directly to the chassis frame web.

VIBRA-TORQ MOUNTING

The entire pump module assembly shall be mounted so that it “floats” above the chassis frame rails exclusively with Vibra-Torq™ torsion isolator assemblies to reduce the vibration and stress providing an extremely durable pump module mounting system.

The pump module substructure shall be mounted above the frame to allow independent flexing to occur between the body and the chassis. Each assembly shall be mounted to the chassis frame rails with steel, gusseted mounting brackets. Each bracket shall be powder coated for corrosion resistance. Each pump compartment mount bracket shall be mounted to the side chassis frame flange with two 5/8”-UNC Grade 5 HHCS.

Each assembly shall have a two-part rubber vibration isolator. The isolator shall be of a specific durometer to carry the necessary loads of the pump module, apparatus body, equipment, tank, water, and hose. The quantity of mounts utilized shall correspond directly to the anticipated weight being supported. Certain assemblies shall also incorporate a torsion spring. Helical coil springs shall be incorporated into specific mounts in tandem with the rubber isolators to minimize the stress absorbed by the body caused from chassis frame rail flexing.

There shall be no welding to the chassis frame rail sides, web or flanges, or drilling of holes in the top or bottom frame flanges between axles. All pump module to chassis connections shall be bolted so that in the event of an accident, the body shall be easily removable from the truck chassis for repair or replacement.

Because of the constant vibration and twisting action that occurs in chassis frame rails and suspension, the torsion mounting system is required to minimize the possibility of premature pump module structural failures. The Vibra-Torque™ mounting system shall have a lifetime warranty.

ONSCENE ACCESS LED PUMP COMPARTMENT WORK LIGHT

One (1) 24.00 inch (61.00 cm) OnScene "Access" LED tube light shall be installed inside the pump compartment module to illuminate the plumbing and piping components.

The light shall be activated by water proof toggle switch installed inside the pump compartment.

PUMP MODULE PANELS

The panels shall be an integral part of the pump module structure.

The driver’s side panels shall consist of a removable lower panel fastened with mechanical fasteners, a removable middle operator's panel fastened with mechanical fasteners and a removable diamond plate panel above the operator's panel.

The officer’s side panels shall consist of a removable upper diamond plate panel and two lower removable panels. The lower removable panel shall be fastened with mechanical fasteners. Above the lower panel shall be a removable access panel to provide ease of entrance for service and maintenance. The middle panel shall be attached to the module frame with push button latches.

OPERATOR’S GAUGE PANEL

The operator gauge panel shall be located on the upper portion of the left (drivers) side main pump module.

PUMP PANEL & OPERATOR'S PANEL FINISH

The pump module panels and the operator's panel shall be brushed stainless steel finish.

LEFT SOFT SUCTION HOSE STORAGE

There shall be a recessed cavity on the left side of the pump compartment module integrated into the side panel. The cavity shall be located rearward of the steamer inlet and be capable of storing a 25 foot roll of 5.00 inch suction hose. The cavity shall be approximately 12 inches (304.8 mm) wide x 17.5 inches (444.5 mm) high x 12.5 inches (317.5 mm) deep. The floor area shall have a light taper downward to assist in restraining the hose. Drain holes shall be provided in the rear corners.

RIGHT SOFT SUCTION HOSE STORAGE

There shall be a recessed cavity on the right side of the pump compartment module integrated into the side panel. The cavity shall be located forward of the steamer inlet and be capable of storing a 25 foot roll of 5.00 inch suction hose. The cavity shall be approximately 12 inches (304.8 mm) wide x 17.5 inches (444.5 mm) high x 12.5 inches (317.5 mm) deep. The floor area shall have a light taper downward to assist in restraining the hose. Drain holes shall be provided in the rear corners.

SEATBELT HOLD DOWN STRAP

There shall be one (1) seat belt type hose hold down installed on each storage area. The hold down will be used to secure the stored hose in place during transit.

STORAGE CAVITY INTERIOR FINISH

The interior of the storage compartments shall feature a painted medium gray speedliner finish.

ONSCENE ACCESS LED PUMP PANEL LIGHTS

There shall be adequate illumination provided at the side pump panels with the installation of two (2) shielded light assemblies functioning as an intermediate step and installed on a stationary surface, one (1) on the left and one (1) on the right side pump compartment.

There shall be up to three (3) handhold cutouts provided in the top step surface measuring approximately 2.50 inches deep. There shall be one (1) full length aluminum non lit handrail integrated into each side assembly.

Each shield shall contain two (2) 18 inch (457.2 mm) OnScene LED "Access" lights.

PUMP PANEL SWITCHING

There shall be a rocker switch located on the operator's pump panel to turn on or off all four (4) pump panel lights.

One light on the driver's side and one light on the passenger's side pump module shall be activated by "pump engagement “and it is "OK TO PUMP".

SWITCH HOUSING

All specified lighting fixtures and electrical components activated at the pump operator's panel shall be activated by Carling W-series rocker style switches.

The switches shall be located on a separate matte black Innovative Controls 6-position electrical panel, complete with backlit name tags describing the function of each individual switch.

The switches shall be laid out in the following order left to right: Panel Lights, Left Scene, Right Scene, Rear Scene, Blank Space, Air Horn.

VALVE CONTROL - T-HANDLE PULL ASSEMBLY

Unless specified otherwise, the discharge valves shall be controlled from an Innovative Controls side mount valve control assembly. The ergonomically designed handle shall be chrome-plated with recessed areas for name plate and color code. A .75 inch (19.5 mm) diameter hardcoat anodized aluminum control rod and housing shall, together with a stainless spring steel locking mechanism, eliminate valve drift. Teflon impregnated bronze bushings in both ends of the rod housing shall minimize rod deflection, never need lubrication, and ensure consistent long-term operation. The control assembly shall include a decorative chrome-plated panel-mounting bezel. The valve operating mechanism will indicate the position of the valve at all times.

RUNNING BOARDS

Running boards shall be installed on each side of the pump compartment module. The running boards shall be constructed of .188 inch (4.76 mm) embossed aluminum diamond plate. Each shall be a minimum of approximately 12.00 inches deep by the width of the module.

The running boards shall have a 1.25 inch upward bend on the inside edge to act as a kick plate.

The aluminum diamond plate shall meet recommendations for slip resistant surfaces at the time of proposal.

The running boards shall be attached to a frame mounted outrigger support structure. Each running board to have a 3.00 inch downward bend on the outboard face with a 1.50 inch underside return for superior strength.

APPARATUS PLUMBING LABELING

Innovative Controls verbiage tag bezels shall be installed. The bezel assemblies will be used to identify apparatus components. These tags shall be designed and manufactured to withstand the specified apparatus service environment and shall be backed by a warranty equal to that of the exterior paint and finish. The verbiage tag bezel assemblies shall include a chrome-plated panel-mount bezel with durable easy-to-read UV resistant polycarbonate inserts featuring the specified verbiage and color coding. These UV resistant polycarbonate verbiage and color inserts shall be subsurface screen printed to eliminate the possibility of wear and protect the inks from fading. Both the insert labels and bezel shall be backed with 3M permanent adhesive, which meets UL969 and NFPA standards.

Where it is appropriate to denote foam discharges, the notation shall be incorporated into the discharge label itself. A secondary "FOAM" label and bezel will not be accepted.

FRC PRESSURE GOVERNOR AND MONITORING DISPLAY

Fire Research "InControl 400" Series pressure governor and monitoring display kit shall be installed. The kit shall include a control module, intake pressure sensor, discharge pressure sensor, and cables. The control module case shall be waterproof and have dimensions not to exceed 5.50 inches high by 10.50 inches wide by 2.00 inches deep. The control knob shall be 2.00 inches in diameter with no mechanical stops, have a serrated grip, and a red idle push button in the center. It shall not extend more than 1.75 inches from the front of the control module. Inputs for monitored information shall be from a J1939 data bus or independent sensors. Outputs for engine control shall be on the J1939 data bus or engine specific wiring.

The following continuous displays shall be provided:

- Pump discharge; shown with four daylight bright LED digits more than 1/2" high
- Pump Intake; shown with four daylight bright LED digits more than 1/2" high
- Pressure / RPM setting; shown on a dot matrix message display
- Pressure and RPM operating mode LEDs
- Throttle ready LED
- Engine RPM; shown with four daylight bright LED digits more than 1/2" high
- Check engine and stop engine warning LEDs
- Oil pressure; shown on a dual color (green/red) LED bar graph display
- Engine coolant temperature; shown on a dual color (green/red) LED bar graph display
- Transmission Temperature: shown on a dual color (green/red) LED bar graph display
- Battery voltage; shown on a dual color (green/red) LED bar graph display.

The dot-matrix message display shall show diagnostic and warning messages as they occur. It shall show monitored apparatus information, stored data, and program options when selected by the operator. All LED intensity shall be automatically adjusted for day and nighttime operation.

The program shall store the accumulated operating hours for the pump and engine to be displayed with the push of a button. It shall monitor inputs and support audible and visual warning alarms for the following conditions:

- High Battery Voltage
- Low Battery Voltage (Engine Off)
- Low Battery Voltage (Engine Running)
- High Transmission Temperature
- Low Engine Oil Pressure
- High Engine Coolant Temperature
- Out of Water (visual alarm only)
- No Engine Response (visual alarm only).

The program features shall be accessed via push buttons and a control knob located on the front of the control panel. There shall be a USB port located at the rear of the control module to upload future firmware enhancements.

Inputs to the control panel from the pump discharge and intake pressure sensors shall be electrical. The discharge pressure display shall show pressures from 0 to 600 psi. The intake pressure display shall show pressures from -30 in. Hg to 600 psi.

The governor shall operate in two control modes, pressure and RPM. No discharge pressure or engine RPM variation shall occur when switching between modes. A throttle ready LED shall light when the interlock signal is recognized. The governor shall start in pressure mode and set the engine RPM to idle. In pressure mode the governor shall automatically regulate the discharge pressure at the level set by the operator. In RPM mode the governor shall maintain the engine RPM at the level set by the operator except in the event of a discharge pressure increase. The governor shall limit a discharge pressure increase in RPM mode to a maximum of 30 psi. Other safety features shall include recognition of no water conditions with an automatic programmed response and a push button to return the engine to idle.

TFT PRESSURE RELIEF VALVE

A Task Force Tips model #A18XX pressure relief valve shall be provided. The valve shall have an easy to read adjustment range from 90 to 300 PSI with 90, 125, 150, 200, 250 and 300 PSI adjustment settings and an "OFF" position. Pressure adjustments shall be made utilizing a 1/4" hex key, 9/16" socket or 14mm socket.

For corrosion resistance the cast aluminum valve shall be a hardcoat anodized with a powder coat interior and exterior finish. The valve shall meet current NFPA, Standard for Automotive Fire Apparatus, requirements for pump inlet relief valves. The unit shall be covered by a five year warranty. The valve shall be preset at 125 PSI (860 kPa) suction inlet pressure. The valve shall be installed inside the pump compartment where it will be easily accessible for future adjustment. The excess water shall be plumbed to the atmosphere via the unloader pipe and shall dump on the opposite side of the pump operator.

For normal pumping operations, the relief valve shall not be capped and there shall be a placard stating "DO NOT CAP" installed.

UL TEST PORTS

One (1) set of UL testing ports with plugs shall be provided on the pump panel for testing of the vacuum and pump pressures.

FRC WATER TANK LEVEL GAUGE

A Fire Research TankVision model WLA300-A00 tank indicator kit shall be installed on the operator's panel.

The kit shall include an electronic indicator module, a pressure sensor, and a 20' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of aluminum, and have a distinctive blue label.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, and a datalink to connect remote indicators. Low water warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty, and an output for an audio alarm.

The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted from the outside of the water tank near the bottom. No probe shall place on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors.

TANK LEVEL DRIVER GAUGE

Additional tank level gauges shall be installed on the cab by the chassis manufacturer. The tank level gauges shall utilize a pressure transducer and driver to provide an accurate reading of the water tank level.

AIR HORN BUTTON

The air horn shall be activated by a Carling W-series non-illuminated, momentary rocker switch with a solid red actuator provided and installed on the pump operator's panel in a rocker switch bezel.

The button shall be labeled “AIR HORN”.

PUMP COMPARTMENT TOP OVERLAY

The top of the pump compartment shall be overlaid with .1875 inch embossed aluminum diamond plate.

1500 GPM WATEROUS MIDSHIP PUMP

The pump shall have a capacity of 1500 gallons per minute, measured in U.S. Gallons. The pump shall be a Waterous model CSU single stage midship pump.

The pumps impellers shall be bronze with double suction inlets, accurately balanced (mechanically and hydraulically), of mixed flow design with reverse-flow, labyrinth-type, wear rings that resist water bypass and loss of efficiency due to wear. The impeller shall have flame plated hub to assure maximum pump life and efficiency despite the presence of abrasive particles, such as fine sand, in the water being pumped. The wear rings shall be bronze and easily replaceable to restore original pump efficiency and eliminate the need for replacing the entire pump casing due to wear.

Pump casing shall be close grained gray iron, bronze fitted and horizontally split in two sections for easy removal of entire impeller assembly, including wear rings, without disturbing setting of pump in chassis or pump piping. The pump, for ease and rapid servicing in the future, shall have the separable impeller shaft which allows true separation of transmission or pump without disassembly or disturbing the other component. This shall be accomplished by using a two piece shaft. This feature will allow field service to accomplish in much less time since each component (pump or transmission) can be repaired independently. The impeller shaft shall be stainless steel, accurately ground to size and polished. Shaft shall be supported at each end by ball type oil grease lubricated bearings. Sleeve bearings or bushings will not be acceptable. The bearings shall be protected from water at each end of the impeller shaft.

The discharge manifold shall be cast as an integral part of the pump body assembly and shall provide at least three full 3.50 inch openings for ultimate flexibility in providing various discharge outlets for maximum efficiency and shall be located as follows: one outlet on the right side of the pump body, one outlet on the left side of the pump body, and one outlet directly on top of the pump discharge manifold.

The entire pump shall be cast, manufactured and tested at the pump manufacturer's factory. The pump transmission housing shall be high strength aluminum, three pieces and horizontally split. Power transfer to the pump shall be through a Morse Hy-Vo drive chain. Chain shall be pressure lubricated through oil pump. Chain sprockets shall be cut from carbonized, hardened alloy steel. Spur gears will not be acceptable.

The drive shafts shall be 2.35" in diameter, made of hardened and ground alloy steel. All shafts shall be ball bearing supported. Case shall be designed to eliminate the need of water cooling.

The entire pump, both suction and discharge passages, shall be hydrostatically tested to a pressure of 600 PSI. A certificate documenting this test shall be provided with the completed apparatus. The pump shall be fully tested at the pump manufacturer's factory to the performance requirements as outlined by the latest NFPA, Standard for Automotive Fire Apparatus. Pump shall be free from objectionable pulsation and vibration.

The pump shall be the Class "A" type and shall deliver the percentage of rated discharge at pressures indicated below.

100% of rated capacity at 150 PSI net pump pressure.
100% of rated capacity at 165 PSI net pump pressure.
70% or rated capacity at 200 PSI net pump pressure.
50% of rated capacity at 250 PSI net pump pressure.

PUMP HOUSE WIDTH

The width of the pump house shall be 48.00 inches from front to back.

PUMP SEALS

The pump shall be equipped with maintenance free mechanical shaft seals that shall not require manual adjustment. The seal size, type, component materials, and housing configuration shall be specifically designed for the pump application and rated operating parameters as specified.

TRIDENT AIR PRIMER SYSTEM

The priming system shall be a Trident Emergency Products compressed air powered high efficiency, multi-stage, venturi based Air Prime System.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction. A single panel mounted control will activate the priming pump and open the priming valve to the pump.

The primer shall be mounted above the pump impeller so that the priming line will automatically drain back to the pump. The primer shall also automatically drain when the panel control actuator is not in operation. The inlet side of the primer shall include a brass ‘wye’ type strainer with removable stainless steel fine mesh strainer to prevent entry of debris into the primer body.

The system shall employ an 80 PSI (5.5 bar) pressure protection valve, located on the chassis auxiliary air tank.

The primer shall be covered by a five (5) year parts warranty.

6.0" STEAMER INLETS

Two (2) 6.00 inch (150.00 mm) steamer inlets shall be provided, one (1) on the left side and one (1) on the right side.

Each inlet shall have a chrome plated long handle chrome vented caps and die cast zinc screens designed to provide cathodic protection for the pump. The caps shall be National Standard Thread with long handles.

PUMP COOLING LINE

There shall be a .375 inch line run from the pump to the water tank to assist in keeping the pump water from overheating. A manual Class 1 1/4 turn .25 inch on/off valve with a rectangular handle shall be supplied on the operator's panel.

PUMP ANODES

Two (2) pump anodes shall be installed in plumping system of the apparatus, to prevent damage from galvanic corrosion within the pump system. There shall be one (1) anode on the intake side and one (1) on the discharge side.

MASTER PUMP DRAIN

The pump shall be equipped with a Master Pump drain to allow draining of the lower pump cavities, volute and selected water carrying lines and accessories. The drain shall have an all brass body.

The drain valve control shall be panel mounted and identified as MASTER DRAIN.

DRAIN VALVES

All manual drains shall be Class 1 with .75 inch J-style lift handle kit.

Each drain shall have a 90 degree push lock fitting supply with a 90 degree poly elbow drain. Reinforced clear vinyl tubing shall be utilized to route the water to atmosphere.

VALVES

All valves shall be of a heavy duty design capable of bi-directional flow and incorporate a self-locking ball feature and full flow optimizing characteristics that reduce the operational force required for actuation.

The valves shall be Akron 8000 series.

The valves shall be of a self-adjusting dual seat design requiring no lubrication or regular maintenance. The valve shall meet or exceed NFPA standard requirements.

PLUMBING

All plumbing and piping shall be of 304 stainless steel or flexible type piping. All inlet and outlet plumbing 3.00 inch (77 mm) and smaller shall be plumbed with either stainless steel piping or synthetic reinforced rubber hose blended with high tensile strength cord for maximum performance in tight bend applications.

Secondary plumbing such as small diameter drain lines shall be stainless steel, brass or hose. Where chassis and module flexing or vibration may damage or loosen piping or where a coupling is required for servicing, the piping shall be equipped with Victaulic or rubber type couplings.

All lines shall drain through the master drain valve or shall be equipped with individual drain valves. All individual drain lines for discharges shall be extended to the point where they shall drain below the chassis frame rails. All water carrying drain lines shall be of flexible polypropylene type tubing.

MANIFOLDS

Plumbing manifold bodies shall be ductile cast iron or stainless steel. The suction inlets shall include removable die cast zinc screens designed to provide cathodic protection for the pump, therefore reducing deterioration within the pump.

2” TANK FILL

One (1) 2.00 inch (50 mm) pump to tank fill line shall be installed from the discharge manifold directly to the booster tank.

TANK TO PUMP

One (1) 3.50 inch (88.9 mm) Waterous valve shall be installed between the water tank and the pump with flow recommendations as set forth by (NFPA) 1901, Standard for Automotive Fire Apparatus, and shall be tested to those standards when the pump is being certified.

TANK TO PUMP CHECK VALVE

There shall be a tank to pump check valve, conforming to NFPA standard requirements to prevent water from back flowing at an excessive rate if the pump is being supplied from a pressurized source.

The check valve shall be mounted as an integral part of the pump suction extension. A hole up to .25 inch (6.35 mm) is allowable in the check valve to release steam or other pressure buildup so that the void between the valve and check valve may drain of water that could be subject to freezing.

2.5" LEFT SIDE INLET

There shall be one (1) 2.50 inch (65 mm) gated suction inlet with .75 inch (19 mm) bleeder installed on the left side of the apparatus, forward of the steamer.

The inlet shall be controlled at the operator's panel.

INTAKE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

INTAKE TERMINATION

The termination shall include the following components:

One (1) 2.50 inch (65 mm) NST swivel female straight adapter with screen

One (1) 2.50 inch (65 mm) self-venting plug, secured by a cable

2.5" LEFT SIDE DISCHARGE

There shall be one (1) 2.50 inch (65 mm) gated discharge installed on the left side of the apparatus. The discharge shall be controlled with a rack & sector control with a rod bezel.

2.5" SIDE DISCHARGE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The discharge termination shall include the following components:

One (1) 2.50 inch (65 mm) Male NST adapter

One (1) 2.50 inch (65 mm) NST female swivel by male with 30 degree polished elbow

One (1) 2.50 inch (65 mm) female self-venting cap, secured by a cable

2.5" RIGHT SIDE DISCHARGE

There shall be one (1) 2.50 inch (65 mm) gated discharge installed on the right side of the apparatus.

2.5" SIDE DISCHARGE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The discharge termination shall include the following components:

One (1) 2.50 inch (65 mm) Male NST adapter

One (1) 2.50 inch (65 mm) NST female swivel by male with 30 degree polished elbow

One (1) 2.50 inch (65 mm) female self-venting cap, secured by a cable

4.0" RIGHT SIDE DISCHARGE WITH 3.0" VALVE

There shall be one (1) gated 4.00 inch (100 mm) discharge with a 3.00 inch ball valve installed on the right side of the apparatus.

4.0" SIDE DISCHARGE PLUMBING

The plumbing shall consist of 4.00 inch (100 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The discharge termination shall include the following components:

One (1) 4.00 inch (100 mm) NST adapter

One (1) 4.00 inch (100 mm) NST female by 5.00 inch (125 mm) Storz with 30 degree elbow

One (1) 5.00 inch (125 mm) Storz cap, secured by a cable

2.5" LEFT REAR DISCHARGE

There shall be one (1) 2.50 inch (65 mm) discharge located on the left side at the rear of the vehicle.

REAR DISCHARGE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping, be plumbed from the right hand discharge manifold, and incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The discharge termination shall include the following components:

One (1) 2.50 inch (65 mm) Male NST adapter

One (1) 2.50 inch (65 mm) NST female swivel by male with 30 degree polished elbow

One (1) 2.50 inch (65 mm) female self-venting cap, secured by a cable

3.0" DECK GUN DISCHARGE

There shall be a 3.00 inch (77 mm) deck gun discharge provided.

DECK GUN PIPING

The deluge waterway shall be plumbed with 3.00 inch (77 mm) piping that terminates in the center location at the top of the pump compartment module.

The plumbing shall be drained with an auto-drain located at the lowest point of the waterway plumbing if required.

EXTEND-A-GUN

There will be a Task Force Tips 18.00 inch (457 mm) manual Extenda-Gun, model XG18VL-PL, installed on the deluge pipe.

If the Extenda-Gun is not properly stowed and the parking brake is released, it shall activate the hazard light in the cab to alert the crew.

CROSSLAYS

Two (2) crosslays hose beds shall be located in the upper portion of the pump compartment, toward the front. The crosslay area shall span the entire width of the pump compartment module. Slotted aluminum flooring shall be provided for the hose bed area for drainage.

CROSSLAY CAPACITY

The two (2) crosslays shall each have capacity for 200 feet of 1.75 inch (45 mm) double jacket fire hose.

The ends of the crosslay dividers shall be cut at a 62 degree angle to provide room for the hand holes cut into the crosslay cover ends.

DISCHARGE PLUMBING

The plumbing shall consist of 2.00 inch (50 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The discharge termination shall include the following components:

One (1) 2.00 inch (50 mm) NPT x 1.50 inch (38 mm) NST chrome plated brass chicksan swivel

The use of a swivel shall allow hose payout to either side of the pump compartment.

FOAM CAPABLE

The following discharges shall be foam capable:

- Two (2) 1.75" crosslays
- Front Bumper Discharge
- Hose Reel

2.5" CROSSLAY DISCHARGE

One (1) additional crosslay hose bed shall be provided.

The crosslay shall have capacity for 200 feet of 2.50 inch (65 mm) double jacket fire hose.

DISCHARGE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The discharge termination shall include the following components:

One (1) 2.5" NPT x 2.5" NST chrome plated brass chicksan swivel

The use of a swivel shall allow hose payout to either side of the pump compartment.

CROSSLAY COVER

The crosslay hose bed area shall have a .188 inch (4.76 mm) embossed aluminum diamond plate cover installed. The cover shall be installed to provide a solid surface over all bays. The cover shall have a hand hold slot on each end. The cover shall be attached with a full length piano style hinge.

When opened, the diamond plate cover shall rest upon rubber bumpers or an equivalent protective type stop to eliminate marring or scratching of other apparatus body work.

CROSSLAY SIDE COVERS

The crosslay hose bed area shall have a cover installed at each end of the crosslay area by the Fire Department or Dealer prior to the apparatus being placed into service.

CROSSLAY HOSE BED LIGHT

One (1) On Scene LED 60" Walkway series waterproof light shall be installed in an anodized aluminum housing on the front of the body to illuminate the crosslay area.

CROSSLAY LIGHT ACTIVATION

The crosslay light shall be activated with the pump "Panel Lights" switch.

1.5” FRONT BUMPER DISCHARGE

One (1) 1.50 inch (38 mm) front bumper discharge outlet shall be provided.

FRONT BUMPER DISCHARGE PLUMBING

The front bumper discharge plumbing shall consist of 2.00 inch (50 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

Auto-drain(s) shall be installed in the discharge piping at the lowest point of the plumbed system.

FRONT BUMPER DISCHARGE TERMINATION

The discharge termination shall include the following components:

One (1) 2.00 inch (50 mm) NPT x 1.50 inch (38 mm) NST polished stainless steel chicksan swivel.

The use of a swivel shall allow hose payout to either side of the apparatus.

The front bumper discharge shall be mounted on top of the gravel shield of the front bumper extension. The discharge shall be placed to the right of the hose well.

The hose well lid shall be notched on the passenger's side.

FRONT BUMPER DISCHARGE CHICKSAN GUARD

The front bumper discharge chicksan shall include a chicksan guard installed on the front bumper gravel shield to prevent the chicksan from hitting the cab. The guard shall be fabricated of smooth aluminum with a dual-action sanded finish on all sides. There shall be two (2) rubber bumper stops installed on the guard to protect the chrome chicksan.

The discharge shall be foam capable.

BOOSTER HOSE REEL

There shall be one (1) Hannay electric rewind booster reel with automatic brake installed on the apparatus.

There shall be a manual rewind device provided. A manual crank shall be mounted adjacent to booster reel.

The reel shall be model number EPF28-25-26-RT, 12V, standard assembly, electric rewind right hand side, manual rewind horizontal orientation, inlet shall be 1.0” with a 90 degree swivel.

REEL FINISH

The hose reel specified shall be steel and painted the standard silver utilized by Hannay.

HOSE REEL VALVE

The reel shall be plumbed to the pump with a 1.50 inch (38.10 mm) quarter turn Akron 8815 ball valve and 1.00 inch (25.40 mm) high pressure hose and couplings.

The valve shall be controlled from the operator's panel with a push-pull control.

REWIND ACTIVATION

An electric rewind switch shall be mounted directly on the side wall in the B1 compartment. The switch shall have a weather resistant rubber cover and label denoting its function.

The switch shall be labeled "REEL REWIND".

The circuit breaker for the electric rewind shall be of the manual reset type and be located within easy reach of the operator.

HOSE REEL LOCATION

The hose reel shall be mounted on the floor of the B1 compartment as far to the rear and left side walls to maximize storage space on the floor of the compartment for the nozzle and other accessories.

BOOSTER REEL GAUGE

A discharge gauge shall be included for the booster reel, the discharge gauges shall be specified in the specification.

BOOSTER HOSE

The booster hose shall be provided and installed by the Fire Department or Dealer prior to the apparatus being placed into service.

HOSE ROLLER GUIDES

There shall be a four-way roller assembly provided and installed directly to the reel.

INNOVATIVE CONTROLS DISCHARGE GAUGES

An (Innovative Controls) TC 3010xxxx Series nominal 2.50 inch gauge shall be supplied for reading the pressure of each discharge greater than 1.50 inches (38 mm) in diameter, unless otherwise specified.

A KEM-X socket saver diaphragm, located in the stem, eliminates freeze-up by preventing water from entering and/or clogging the gauge internals while containing a low temperature instrument oil that fills and protects the socket and the bourdon tube.

The molded glass-filled Nylon 66 case will not corrode and includes a scratch-resistant molded polycarbonate lens with O-ring seal. The gauge shall withstand pressures up to 100psi over gauge range with operation from –40° F to +160°F.

GAUGE SCALE

Each gauge shall be marked for reading a discharge pressure of 0-400 PSI.

GAUGE FACE COLOR

Each gauge shall have black markings on a white face.

BEZELS FOR 2.5" DISCHARGE GAUGES

There shall be a deluxe metal bezel supplied around each of the 2.50 inch (65 mm) discharge pressure gauges. The bezels shall be constructed from chrome-plated zinc with large, easily identifiable recessed labels for color-coding and verbiage.

FOAMPRO 1600

There shall be a fully automatic electronic direct injection foam proportioning system furnished and installed on the apparatus. The system shall be capable of Class A foam concentrate. The proportioning operation shall be based on an accurate direct measurement of water flows with no water flow restriction. The foam system shall be installed in accordance with the manufacturer's recommendations. The foam system shall have a 12 volt, 1/3 horsepower electric positive displacement foam concentrate pump with a rated capacity of .01 to 1.7 GPM with operating pressures up to 400 psi.

The system shall be manufactured by the Fire Research Corporation and be model FoamPro 1600.

The system shall be equipped with a control module. It shall be installed on the pump operators panel and enable the pump operator to perform the following functions:
- Activate the foam system
- Change foam concentrate proportioning rates from .1% to 1%
- Flash a "low concentrate" warning light when the foam concentrate tank runs low. In two (2) minutes if foam concentrate is not added to tank, the foam concentrate pump shall be deactivated.

FOAM SYSTEM TESTING

The apparatus foam system shall be tested, and the Foam Flow meter shall be certified by the manufacturer prior to delivery.

20 GALLON FOAM TANK

There shall be one (1) 20 gallon foam tank with square hinged lid, equipped with a hold down device, installed and plumbed with non-corrosive piping to the foam system. The fill tower shall be approximately 8.00 inches by 8.00 inches.

A label shall be affixed to the foam tank fill indicating: “WARNING” Class A (or B) foam tank fill, do not mix brands or types of foam.

Foam tank shall be integral with the booster water tank provided

SYSTEM PLUMBED TO 1 TANK

The system shall be supplied by a single foam tank.

SHUTOFF VALVE

There shall be a 1/4 turn valve installed at the foam tank to shut off the flow from the supply line.

SINGLE 1" TANK DRAIN

There shall be a 1.00 inch quarter turn drain valve installed for drainage of the foam tank. The valve shall be installed in the pump house with a drain line extended to the side running board.

FRC FOAM TANK LEVEL GAUGE

Fire Research TankVision Pro model WLA360-A00 tank indicator kit shall be installed. The kit shall include an electronic indicator module, a pressure sensor, a 20' sensor cable and a tank vent. The indicator shall show the volume of Class A foam concentrate in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of Polycarbonate/Nylon material, and have a distinctive green label.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display tank volume, adjustable brightness control levels and a datalink to connect remote indicators. Low water warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty, and an output for an audio alarm.

The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted from the outside of the foam tank near the bottom. No probe shall be placed on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors.

VIBRA-TORQUE™ BODY MOUNTING SYSTEM

The entire body module assembly shall be mounted to the chassis frame rails exclusively with Vibra-Torq™ torsion isolator assemblies to reduce the vibration and stress providing an extremely durable body mount.

The body substructure shall be mounted above the frame to allow independent flexing to occur between the body and the chassis. Two (2) assemblies shall be mounted to the chassis frame rails with steel, gusseted mounting brackets. Each bracket shall be painted for corrosion resistance. Each body mount bracket shall be mounted to the side chassis frame flange with two 5/8”-UNC Grade 5 HHCS.

The rear assemblies shall have a two-part rubber vibration isolator. Certain assemblies shall also incorporate a torsion spring. Helical coil springs shall be incorporated into specific mounts in tandem with the rubber isolators to minimize the stress absorbed by the body caused from chassis frame rail flexing.

There shall be no welding to the chassis frame rail sides, web or flanges, or drilling of holes in the top or bottom frame flanges between axles. All body to chassis connections shall be bolted so that in the event of an accident, the body shall be easily removable from the truck chassis for repair or replacement.

Because of the constant vibration and twisting action that occurs in chassis frame rails and suspension, the torsion mounting system is required to minimize the possibility of premature body structural failure. The Vibra-Torque™ body mounting system shall have a lifetime warranty.

COMPARTMENT VENTILATION

To allow for proper air circulation and flow, each compartment shall have a venting route. The venting locations shall be determined by "best-fit" locations for each body style configuration. The vents will be a chrome louvered and mounted appropriately on the compartment interior walls.

COMPARTMENTATION

The following compartments shall be supplied on the apparatus:

Compartment "L1"

There shall be one (1) full height compartment ahead of the rear wheels on the left side of the apparatus with interior dimensions of the following:

The upper portion shall be approximately 37.75 inches (958.85 mm) wide by 39.00 inches (990.60 mm) high by 12.50 inches (317.50 mm) deep.

The lower portion shall be approximately 37.75 inches (958.85 mm) wide by 33.00 inches (838.20 mm) high by 26.00 inches (660.40 mm) deep.

Clear door opening dimensions shall be 29.70" (754.38 mm) wide by 63.10" (1602.74 mm) high.

Compartment "L2"

There shall be one (1) compartment over the rear wheels on the left side of the apparatus with interior dimensions of the following:

The upper portion shall be approximately 68.00 inches (1727.20 mm) wide by 39.00 inches (990.60 mm) high by 12.50 inches (317.50 mm) deep.

The lower portion shall be approximately 68.00 inches (1727.20 mm) wide by 8.00 inches (203.20 mm) high by25.75 inches (654.05 mm) deep.

Clear door opening dimensions shall be 65.50" (1663.70 mm) wide by 38.10" (967.74 mm) high.

Compartment "L3"

There shall be one (1) full height compartment behind the rear wheels on the left side of the apparatus with interior dimensions of the following:

The upper portion shall be approximately 46.75 inches (1187.45 mm) wide by 39.00 inches (990.60 mm) high by 12.50 inches (317.50 mm) deep.

The lower portion shall be approximately 46.75 inches (1187.45 mm) wide by 33.00 inches (838.20 mm) high by 26.00 inches (660.40 mm) deep.

Clear door opening dimensions shall be 41.70" (1059.18 mm) wide by 63.10" (1602.74 mm) high.

Compartment "R1"

There shall be one (1) full height compartment ahead of the rear wheels on the right side of the apparatus with interior dimensions of the following:

The upper portion shall be approximately 37.75 inches (958.85 mm) wide by 39.00 inches (990.60 mm) high by 12.50 inches (317.50 mm) deep.

The lower portion shall be approximately 37.75 inches (958.85 mm) wide by 33.00 inches (838.20 mm) high by 26.00 inches (660.40 mm) deep.

Clear door opening dimensions shall be 29.70" (754.38 mm) wide by 63.10" (1602.74 mm) high.

Compartment "R2"

There shall be one (1) compartment over the rear wheels on the right side of the apparatus with interior dimensions of the following:

The upper portion shall be approximately 68.00 inches (1727.20 mm) wide by 39.00 inches (990.60 mm) high by 12.50 inches (317.50 mm) deep.

The lower portion shall be approximately 68.00 inches (1727.20 mm) wide by 8.00 inches (203.20 mm) high by25.75 inches (654.05 mm) deep.

Clear door opening dimensions shall be 65.5" (1663.70 mm) wide by 38.1" (967.74 mm) high.

Compartment "R3"

There shall be one (1) full height compartment behind the rear wheels on the right side of the apparatus with interior dimensions of the following:

The upper portion shall be approximately 46.75 inches (1187.45 mm) wide by 39.00 inches (990.60 mm) high by 12.50 inches (317.50 mm) deep.

The lower portion shall be approximately 46.75 inches (1187.45 mm) wide by 33.00 inches (838.20 mm) high by 26.00 inches (660.40 mm) deep.

Clear door opening dimensions shall be 41.70" (1059.18 mm) wide by 63.10" (1602.74 mm) high.

FORMED BODY DESIGN CONSTRUCTION

The apparatus body shall be a formed sheet metal design, which serves as the compartment enclosures and supporting substructure of the body. The substructure and enclosures shall work in unison to provide maximum storage that supports and protect the contents contained within.

BODY CONSTRUCTION

The body substructure and compartments shall utilize a combination of huck bolting and welding methods.

The huck bolt systems utilized in either body or substructure shall be .3125 inch (7.94 mm) or .375 inch (9.53 mm) diameter stainless steel fasteners for maximum shear and tension strength. Other system of fasteners that do not consist of stainless steel shall NOT be acceptable.

In combination with the huck bolt system, strictly monitored welding procedures shall be instituted. To ensure maximum joint strength, any welding zones shall be welded together utilizing American Welding Standard (AWS), Certified welding procedures.

Due to the engineered combination of specifically chosen materials, no dissimilar metals shall be used in the body and its supporting substructure without being separated by a sufficient corrosion and electrolysis inhibitor. This shall consist of isolation pads and structural adhesives.

ECK® ANTI-CORROSION PROCESS

Absolutely no dissimilar metals shall be used in the body and its supporting substructure without being separated by Eck®, which prevents corrosion by providing a barrier between dissimilar metals, sealing out moisture and absorbing energy created by a dissimilar metal reaction.

BODY STRUCTURE

The supporting tank and compartment substructure shall be manufactured from corrosion resistant 304L stainless steel material. The supporting material shall be engineered from 7 gauge stainless steel material to provide both high strength and corrosion resistance for longevity of the apparatus body. The use of black carbon steel materials that have been painted or coated to try to prevent corrosion shall not be acceptable.

BODY COMPARTMENTS

The formed sheet metal compartments shall utilize a 0.125 inch (3.18 mm) thick 5052-H32 aluminum alloy to provide maximum strength and durability. Each compartment sheet and enclosure shall be fabricated in a manor to provide proper sheet alignment and weld location application. The body shall consist of multiple pre-engineered compartment assemblies that shall be combined to create a series of body combinations. In the event of body damage, these assemblies shall allow for easier disassembly and assembly through the use of common tools and materials.

COMPARTMENT TOPS AND EXTERIOR HOSE BED WALL

The exterior compartment tops and outer hose bed walls shall consist of .125 inch (3.18 mm) embossed aluminum diamond plate material to provide both strength and pleasing appearance. The hose bed walls shall be embossed aluminum diamond plate to the outward face while incorporating an additional smooth aluminum interior wall sheet to form the hose bed area. The use of interior and exterior hose bed wall sheets shall provide an enclosed section for strength integrity, wire routing, etc. Single hose bed wall sheet construction shall NOT be acceptable.

COMPARTMENT FLOORS

The body compartments shall be enclosed with aluminum sheet metal as specified above. The compartment floors shall have a 1.00 inch (25.40 mm) lip downward at the door opening side of the compartment. This lip shall integrate with a structural member on the bottom edge and form a “sweep-out” compartment. This design shall also allow for a structural flush fitting door frame and a complete door/weather seal.

COMPARTMENT LOAD CAPACITY

Each compartment shall have a minimum of one additional structural compartment floor support hat section centered on the underside of the compartment floor. This additional member shall be integral with compartment assemblies of each area. Each compartment must be designed, and analyzed to carry a working load of:

Full depth side compartment: 500 pounds (226.80 kg) per compartment
Half depth side compartment: 375 pounds (170.10 kg) per compartment
Rear center compartment: 500 pounds (226.80 kg)

REAR COMPARTMENT

The following compartment shall be supplied on the apparatus:

Compartment "B1":

There shall be one (1) compartment installed at the rear of the apparatus with a R·O·M Series IV roll up door.

The interior dimensions of this compartment shall be approximately 41.50 inches (1054.10 mm) wide by 39.50 inches (1003.30 mm) high by 33.63 inches (854.08 mm) deep.

Clear door opening dimensions shall be 33.50" (850.90 mm) wide by 31.80" (807.72 mm) high.

DOOR OPEN INDICATOR

The rear compartment roll up door shall have an integral door open indicator magnet in the lift bar. If the bar is not properly closed and the parking brake is released, it shall activate the hazard light in the cab to alert the crew.

ROLL-UP DOOR PROTECTOR

There shall be a protective cover installed under the rear compartment door roll to protect the door in the rolled up position.

ROLL-UP DOOR PROTECTOR FINISHING

The cover shall be fabricated of smooth aluminum and of Natural finish.

ROLL-UP DOOR CONSTRUCTION

All horizontal and vertical side compartment doors shall be roll-up style doors.

REAR COMPARTMENT DOOR

A R•O•M Corporation Series IV roll-up shutter door shall be installed. Each shutter slat, track, bottom rail, and drip rail shall be constructed from anodized 6063 T6 aluminum.

Shutter slats shall feature a double wall extrusion 0.315 inches thick with a concave interior surface to minimize loose equipment jamming the shutter door closed. Shutter slats shall feature an interlocking end shoe to prevent side to side binding of the shutter door during operation. Slats must have interlocking joints with an inverted locking flange. Slat inner seal shall be a one piece PVC extrusion; seal design shall be such to prevent metal to metal contact while minimizing dirt and water from entering the compartment.

Shutter door track shall be one piece design with integral overlapping flange to provide a clean finished look without the need of caulk. Door track shall feature an extruded Santoprene rubber double lip low profile side seal with a silicone co-extruded back to reduce friction during shutter operation.

Shutter bottom rail shall be a one piece double wall extrusion with integrated finger pull. Finger pull shall be curved upward with a linear striated surface to improve operator grip while operating the shutter door. Bottom rail shall have a smooth contoured interior surface to prevent loose equipment from jamming the shutter door. Bottom rail seal shall be made from Santoprene; it will be a double “V” seal to prevent water and debris from entering compartment. Bottom rail lift bar shall be a one piece “D” shaped aluminum extrusion with linear striations to improve operator grip during operation. Lift bar shall have a wall thickness of 0.125 inches. Lift bar shall be supported by no less than two pivot blocks; pivot blocks shall be constructed from Type 66 Glass filled reinforced nylon for superior strength. Bottom rail end blocks shall have incorporated drain holes which will allow any moisture that collects inside the extrusion to drain out.

Shutter door shall have an enclosed counterbalance system. Counterbalance system shall be 4.00 inches in diameter and held in place by 2 heavy duty 18 gauge zinc plated plates. Counterbalance system shall have 2 over-molded rubber guide wheels to provide a smooth transition from vertical track to counterbalance system.

SIDE COMPARTMENT DOOR/TRACK/TRIM WET PAINTED

The side compartment doors, track, and trim shall be aluminum finish and wet painted to color match the apparatus body.

REAR COMPARTMENT DOOR/TRACK/TRIM WET PAINTED

The rear compartment door, track and trim shall be aluminum finish and wet painted to color match the apparatus body.

ROLL-UP DOOR PROTECTORS

There shall be a protective cover installed under each body side compartment door roll to protect the door in the rolled up position.

ROLL-UP DOOR PROTECTORS FINISHING

Each cover shall be fabricated of smooth aluminum and of Natural finish.

ROLL-UP DOOR ASSIST STRAPS

There shall be nylon straps installed on both the left and right side body side, 'high side' compartment doors, to assist in closing the door. The strap shall be attached to each door and shall be permanently mounted to the rearward wall with footman loops using Nutserts, halfway between the top and bottom of the compartment.

DOOR OPEN INDICATOR

Each roll up door shall have an integral door open indicator magnet in the lift bar.

If the bar is not properly closed and the parking brake is released, it shall activate the hazard light in the cab to alert the crew.

ONSCENE ACCESS LED COMPARTMENT LIGHTING

Two (2) OnScene Access LED strip lights shall be installed in each body compartment.

The tube lights shall be centered vertically along each side of the door framing and shall be maximum length available to fit the opening.

The lights in each compartment shall be on a separate circuit, turning on only those lights that have open compartment doors. The lights shall not be tied into the park brake control.

HOSE STORAGE

A hose bed shall be provided that meets the minimum NFPA storage requirements. The hose bed shall have slotted .25 inch (6.35 mm) aluminum flooring installed to allow drainage through the tank cavity to the ground below.

The aluminum flooring shall be manufactured in discrete sections to allow for easy removal and outstanding stability. The area shall be free of sharp edges to protect the hose when loaded or distributed.

HOSE BED FINISH

The apparatus hose bed interior walls shall be incorporated with a brushed stainless steel overlay material.

HOSE BED DIVIDER WITH HAND CUTOUT

There shall be a full height adjustable hose bed divider provided and installed in the hose bed area of the apparatus body.

The divider shall be fabricated of .25 inch (6.35 mm) thick aluminum plate with a double sided reinforcement and attached to the adjustable slide rails. The rear of the divider shall have a radius to provide a smooth corner and a hand cut out to aid in access to the hose bed area. Hose payout shall be unobstructed by the divider.

There shall be a total of two (2) provided and installed in the hose bed.

HOSEBED RISER

A 15.00 inch (381.00 mm) hosebed riser made from the same material as the body shall be provided in order to increase the hosebed capacity.

There shall be a red reflective stripe installed at the top of the hosebed riser sides.

CATWALKS

Catwalks shall be provided over the top of the compartments. The catwalks shall be manufactured with .125 inch (3.18 mm) embossed aluminum diamond plate material.

The outboard edge shall be bent downward at a 90 degree angle and over the compartments on both sides.

Catwalks shall not be an approved stepping surface, "Do not walk" labels to be installed.

'A' FRAME HOSEBED COVER

There shall be a double door cover provided and installed which overlays a tubular structure for the hosebed.

Each cover shall be capable of supporting 600 pounds (272 kg) while standing on the cover. Each cover shall be capable of being opened independently and rest on a tubular structure which runs down the middle of the hose bed with a truss support at the rear of the apparatus. The covers in the closed position shall be higher in the center of the hose bed than they are at the hinged end to create an 'A' frame appearance and to aid in water runoff.

The front of the hose bed covers shall have vertical end caps that extend down to create a level line of diamond plate the width of the covers.

The doors shall be fabricated of .125 inch (3.18 mm) embossed aluminum diamond plate with full length two-piece stainless steel piano hinges.

The hosebed covers shall be wired to the hazard light in chassis cab. Inductive proximity switches shall be installed at the hosebed cover door hinges. If the door is not properly closed and the parking brake is released, it shall activate the “hazard light” in the cab to alert the crew.

MANUAL RAISED COVERS

Each cover shall be raised independently and manually. There shall be a gas strut installed on each cover to assist in opening the covers. Each gas shock shall be accompanied by a vinyl covered safety chain. There shall be a mechanical hold-open device to hold each cover in the open position at the front of the hosebed covers.

REAR OF A-FRAME HANDRAILS

Two (2) 1.25-inch diameter handrails constructed of extruded aluminum with a knurled grip full length red reflective stripe with 18.00 inches of grip surface shall be installed on the rear face of the A-Frame structure at the rear of the hosebed.

FRONT OF COVER ILLUMINATED HANDRAILS

Two (2) handrails shall be installed on the front vertical flanges of the hose bed covers, one (1) each cover. The handrails shall be constructed of 1.25-inch diameter extruded aluminum with a knurled grip full length red reflective stripe and full length illuminated LED light strip and shall be up to 18.00 inches (457.20 mm) in length.

Each handrail LED light strip specified shall be white/clear in color.

FRONT COVER ILLUMINATED HANDRAIL LIGHTING ACTIVATION

The illuminated handrail light shall be activated when the park brake and marker light activation to match chassis.

REAR HOSE BED COVER

The cover that extends down over the rear of the hose bed shall be supplied and installed by the Fire Department or Dealer prior to the apparatus being placed into service.

ONSCENE ACCESS LED HOSEBED COVER LIGHTING

Two (2) OnScene "Access" LED strip light shall be mounted to the underside of each hosebed cover. Each light shall be 48.00 inches each, evenly spaced from front to back.

The lights on each side shall be on a separate circuit and activate only when the covers are opened.

DUNNAGE AREA

A vertical bulkhead shall be installed at the front of the hose bed area, just behind the water tank fill tower, forming a storage area that is separated from the hose bed. The rear face of the bulkhead shall serve as a mounting surface for the hose bed dividers, resulting in the ability to move any hose bed divider across the entire width of the hose bed.

The floor of the dunnage area shall be constructed of non-slip .188 inch (4.76 mm) embossed aluminum diamond plate. The floor shall be slotted to allow drainage through the tank cavity to the ground below. The area shall be free of sharp edges to protect equipment when loading and unloading.

POLYPRENE TANK

The booster tank shall be constructed of .50 inch (12.70 mm), .75 inch (19.05 mm), and 1.00 inch (25.40 mm) thick polypropylene sheet stock which is a non-corrosive stress relieved thermoplastic. It shall be designed to be completely independent of the body and compartments. All joints and seams are extrusion welded and/or contain the "Bent Edge" and tested for maximum strength and integrity. The top of the booster tank is fitted with lifting eyes designed with a 3 to 1 safety factor to facilitate tank removal.

COVER

The tank cover shall be constructed of .75 inch (19.05 mm) thick Polyprene and shall be recessed. A minimum of two lifting dowels shall be drilled and tapped .50 inch (12.70 mm) x 2.00 inch (50.80 mm) to accommodate the lifting eyes.

BAFFLES

The swash partitions are manufactured of .50 inch (12.70 mm) Polyprene. All partitions are equipped with vent and air holes to permit movement of air and water between compartments to provide to provide maximum water flow. All swash partitions interlock and are welded to one another as well as to the walls of the tank.

MOUNTING

The tank shall rest on the sub-frame cross members with an unsupported area not to exceed 530 square inches (.34 square meters) on tanks up to 40.00 inches (1016.00 mm) in height. On tanks over 40.00 inches (1016.00 mm) in height, an unsupported area of not more than 400 square inches (.26 square meters) must be maintained.

All tanks shall be isolated from those cross members with a minimum of 2.00 inch (50.80 mm) x .25 inch (6.35 mm) hard rubber strips that are 60 durometer in hardness. The tank shall sit cradle mounted in the under body sub-frame and shall be completely removable without disturbing the body side panels.

1000 GALLON WATER TANK CAPACITY

The tank shall be 1000 gallons (3785 liters) in capacity.

FILL TOWER

The fill opening shall be approximately 14.00 inches (355.00 mm) x 14.00 inches (355.00 mm).

The tower will have a .25 inch (6.35 mm) thick removable poly material screen and hinged type cover that will open if the tank is filled at an excess rate. There shall be a removable .25 inch (6.35 mm) thick poly material screen to prevent debris from falling into the tank.

The fill tower shall have a 6.00 inch (150.00 mm) overflow that will discharge underneath the tank, behind the rear wheels. The overflow shall terminate above the tank water level when filled to the rated capacity.

LADDER STORAGE

The ground ladders shall be stored within a compartment installed on the right side of the apparatus booster tank, with ladders lying on their side. There shall be storage for two (2) standard head pike poles and a slot for a back board integrated into the compartment. There shall be a non-metal ladder stop to prevent metal to metal contact. There shall be non-metallic guides installed for ladders to slide on.

All items shall be stored in their own independent section to allow one item to be removed without disturbing another.

The compartment and door shall be fabricated of .125 inch (3.18 mm) smooth aluminum.

The door shall be vertically hinged on the outboard edge (right side) and provided with two push button style latches and a chrome handle centered between the push button latches. The door shall have retro-reflective striping in a chevron pattern.

If the door is not properly closed and the parking brake is released, it shall activate the hazard light in the cab to alert the crew.

GROUND LADDERS

The following ground ladders shall be provided by the manufacturer:

-One (1) Duo-Safety 24 foot (7 m) two (2) section aluminum extension ladder, model 900A.

-One (1) Duo-Safety 14 foot (4 m) aluminum roof ladder with folding hooks, model 775A.

-One (1) Duo-Safety 10 foot (3 m) aluminum attic ladder, model 585A.

BODY OVERLAYS – FRONT/REAR

The entire front face of the apparatus body shall have aluminum diamond plate overlays installed. The entire rear face of the apparatus body shall have raw aluminum overlays installed for the installation of chevron striping.

All overlay materials shall be coated with 3M adhesive sealant on the back portion to provide an insulating barrier between dissimilar metals.

WHEEL WELL ROLL-OUT DRAWER

There shall be a roll-out drawer installed in the compartment located above the rear wheel on the left side of the body in the L-2 compartment. The slide assemblies shall incorporate cadmium plated ball bearing roller slides and a lock-in, lock-out front drawer release system (FDR).

The drawer shall be approximately 25.00 inch (635.00 mm) deep by 63.15 inch (1604.01 mm) wide with 2.75 inch (69.85 mm) tall sides and have a 300.00 pound (136.08 kg) capacity.

SCBA COMPARTMENT BIN

There shall be an eight (8) place air bottle compartment bin provided in the lower portion of the compartment located above the wheel well area on the right side in the R-2 compartment.

The interior surface of each SCBA storage tube shall be lined with a finish matching the compartment interior. The finish application shall aid to minimize any damage caused to the canisters while stored in the holders.

The NFPA required SCBA bottle straps shall be mounted deeper in the compartment, so the bottles do not hit the door when the door is closed.

OVER WHEEL SHELVING

One (1) shelf 66.25 inch (1682.75 mm) wide x 11.50 inch (292.10 mm) deep x 2.00 inch (50.80 mm) high shall be provided in the left side wheel well compartment.

The shelf shall be .19 inch (4.76 mm) smooth aluminum with a formed 2.00 inch (50.80 mm) lip on the front and back. The side mounting brackets shall be integral with the shelf to form the sides.

One (1) shelf 66.25 inch (1682.75 mm) wide x 11.50 inch (292.10 mm) deep x 2.00 inch (50.80 mm) high shall be provided in the right side wheel well compartment as part of the SCBA storage assembly.

The shelf shall be .19 inch (4.76 mm) smooth aluminum with a formed 2.00 inch (50.80 mm) lip on the front and back. The side mounting brackets shall be integral with the shelf to form the sides.

COMPARTMENT UNISTRUT

Vertically mounted Unistrut shall be installed in ALL compartments of the apparatus body to accommodate mounting shelves, trays, and other miscellaneous equipment items as specified.

SHELVING

The shelving shall be made out of .190 inch (4.83 mm) smooth aluminum sheet material with a formed 2.00 inch (50.80 mm) lip on the front and back.

The side mounting brackets shall be integral with the shelving to form the sides. The shelving shall be vertically adjustable.

The following shelving shall be provided:

UPPER HALF DEPTH SHELVING

A full width x half depth shelf shall be provided and installed in the upper compartment(s) specified.

There shall be a total quantity of three (3) provided.

One (1) shall be located in the L-3 compartment.

One (1) shall be located in the R-1 compartment.

One (1) shall be located in the R-3 compartment.

SHELF DEPTH MODIFICATION

The shelf specified above shall be reduced in depth by 1.00 inch (25.40 mm) for installation of wall mount tool boards.

FULL DEPTH SHELVING

A full width x full depth shelf shall be provided and installed in the compartment(s) as specified.

There shall be a total quantity of one (1) provided.

One (1) shall be located in the L-1 compartment.

SHELF AND TRAY FINISH

Any shelf or roll-out tray installed shall have a dual-action sanded finish applied on the front and side faces.

WHEEL WELL PANELS

The body panel area around the wheel well on each side of the body shall be painted the same color as the rest of the body

SIDE RUB RAILS

The bottom edge of the body compartments and pump compartment shall be protected with rub rails to absorb minor damage while protecting the body. The rear rub rails shall be full length to the end of the tailboard.

The rub rails shall be fabricated of brightly anodized aluminum channel. The rub rails shall be bolted in place with stainless steel bolts and shall be spaced away from the body with .50 inch (12.70 mm) nylon spacers to help prevent the collection of water and debris. Each rub rail section shall be easily removable and replaced should it become damaged.

REAR RUB RAILS

The rearward edge of the rear step shall be trimmed with rub rails to absorb minor damage while protecting the body.

The rub rails shall be fabricated of brightly anodized aluminum channel. The rub rails shall be bolted in place with stainless steel bolts and shall be spaced away from the body with .50 inch (12.70 mm) nylon spacers to help prevent the collection of water and debris. Each rub rail section shall be easily removable and replaced should it become damaged.

RUB RAIL RETRO-REFLECTIVE STRIPING

One inch retro-reflective Diamond Grade striping shall be applied to the length of each rub rail section making the perimeter of the apparatus more readily visible.

STRIPE COLOR

The reflective striping shall be red in color.

DOOR SILL TRIM PLATES

Brushed stainless steel door sill plates shall be installed at the bottom of each body compartment door opening.

VERTICAL OVERLAY TRIM PLATES

Full height brushed stainless steel vertical overlay trim plates shall be installed on the outer corners of the front and back body compartments.

FENDERETTES

Two (2) polished aluminum fenderettes shall be provided and installed on body rear wheel well openings, one (1) each side. Rubber welting shall be provided between the body and the crown to seal the seam and restrict moisture from entering. A dielectric barrier shall be provided between the fender crown fasteners (screws) and the fender sheet metal to resist deterioration.

REAR TAILBOARD

The rear tailboard shall be fabricated of the same materials as used in the apparatus body. The tailboard shall be an independent assembly fastened to the rear body structural framing to provide body protection and a solid rear stepping platform.

The rear of the apparatus body shall be vertical in design - otherwise known as a 'flat-back'. On the rear body surface, a sign shall be attached that states: "DO NOT RIDE ON REAR STEP, DEATH OR SERIOUS INJURY MAY RESULT."

The rear tailboard and body shall be constructed such that the angle of departure shall be no less than 8 degrees at the rear of the apparatus when fully loaded (Per NFPA, current edition).

REAR TAILBOARD STEP

The rear tailboard shall be approximately seventeen and one half (17.50) inches (444.50 mm) deep and shall incorporate a .125 inch (3.175 mm) embossed aluminum diamond plate overlay.

The stepping area shall span the width of the apparatus, overlapping the perimeter of the structural tailboard framework.

The embossed diamond plate material shall meet the minimum NFPA standard requirements for slip resistance.

INTERMEDIATE REAR STEP

The rear step shall be 53.38 inches (1355.73 mm) wide by 10.00 inches (254.00 mm) in depth. There shall be up to four (4) handhold cutouts provided in the top step surface measuring approximately 2.50 inches deep. There shall be one (1) full length aluminum non lit handrail integrated into the assembly.

The step shall be mounted on the flat back of the apparatus with gusset-type mounting and 5/16" bolts to provide sufficient support for loading hose and gaining access to the hose bed area.

The platform stepping surface shall be constructed of .188 inch (4.76 mm) embossed aluminum diamond plate materials.

WHELEN LED INTERMEDIATE STEP LIGHTING

Two (2) Whelen OS lights shall be installed to illuminate the stepping area.

Additionally, there shall be one (1) On-Scene Access 38" LED tube light installed below the intermediate step to illuminate below the step.

STEP LIGHT ACTIVATION

The step lights shall be activated when the park brake is set.

INNOVATIVE CONTROLS FOLDING STEPS

Innovative Controls Inc. model #3004234 steps, made of high strength die cast aluminum, conforming to current NFPA requirements, shall be provided and installed on the apparatus as specified.

The steps shall include a molded gasket and drain at the bottom to allow any water to escape the assembly, preventing water ingress and keeping the mount from damaging painted surfaces.

The steps shall be mounted with 5/16" bolts.

The steps shall have a minimum of 46 sq. inches of surface area capable of sustaining a 1200 lb. static load. The steps shall be mounted no more than 18" inches between each step.

ILLUMINATED FOLDING STEPS

Three (3) illuminated folding steps shall be installed on the left front vertical face of the body.

STEP LIGHT ACTIVATION

The step lights shall be activated when the park brake is set.

10" HANDRAILS

One (1) handrail constructed of extruded aluminum with a knurled grip, full length red reflective strip and full length illuminated LED light strip shall be installed to assist in climbing the steps according to NFPA 1901, current edition. There shall be a 2.00 inch minimum clearance between the bracket and the body.

Location: Front edge of catwalk, angled at approximately 30 degrees.

ILLUMINATED FOLDING STEPS

Three (3) illuminated folding steps shall be installed on the right front vertical face of the body.

STEP LIGHT ACTIVATION

The step lights shall be activated when the park brake is set.

10" HANDRAILS

One (1) handrail constructed of extruded aluminum with a knurled grip, full length red reflective strip and full length illuminated LED light strip shall be installed to assist in climbing the steps according to NFPA 1901, current edition. There shall be a 2.00 inch minimum clearance between the bracket and the body.

Location: Front edge of catwalk, angled at approximately 30 degrees.

ILLUMINATED FOLDING STEPS

Three (3) illuminated folding steps shall be installed on the right rear vertical face of the body.

STEP LIGHT ACTIVATION

The step lights shall be activated when the park brake is set.

HANDRAILS KNURLED ALUMINUM ILLUMINATED

Handrails shall be 1.25 inches in diameter, constructed of extruded aluminum with a knurled grip, full length red reflective strip and full length illuminated LED light strip.

There shall be a 2.00 inch minimum clearance between the handrail and the body. The light shall illuminate an area adjacent to the handrail and in accordance with (NFPA) 1901, Standard for Automotive Fire Apparatus, standard requirements.

Each handrail LED light strip specified shall be white/clear in color.

The following handrails shall be installed at the approximate lengths noted:

REAR HANDRAIL LOCATION

Two (2) full height vertical handrails shall be mounted, one (1) on each side of the rear center compartment area at the rear of the apparatus. The vertical rear of body handrails shall be mounted with offset stanchions.

PUMP MODULE HAND RAILS

Two (2) 20" handrails shall be installed parallel to the body on top the pump house, rear of the crosslays, one (1) each side.

REAR TOW EYES

There shall be two (2) rear tow eyes installed on the rear sub frame support structure, one each side. The location of the tow eyes shall be below the rear center compartment. The tow eyes shall be manufactured of 1.00 inch plate steel that is bolted to the chassis frame rail with a minimum of 6 grade 8 bolts.

PAINT SPECIFICATIONS

All bright metal fittings, if unavailable in stainless steel, shall be heavily chrome plated.

Critical body and sub-frame area which cannot be primed after assembly shall be pre-painted.

All welded metal surfaces shall be ground to a smooth surface prior to a degreasing and high pressure, high temperature phosphatizing process. The entire surface shall be sprayed with a non-chromate sealing compound to prevent formulation of stains or flash rust on previously phosphatized parts.

The paint applied to the apparatus shall be Akzo Nobel, Sikkens brand, LVBT650 basecoat, applied throughout a multi-step process including at least two coats of each color and clear coat finish.

The coating shall be an infra-red, baked air dried. The coatings shall provide full gloss finished suitable for application by high-pressure airless or conventional low pressure air atomizing spray.

The coatings shall not contain lead, cadmium or arsenic. The polyisocyanate component shall consist of only aliphatic isocyanates, with no portion being aromatic isocyanates in character. The solvents used in all components and products shall not contain ethylene glycol mono-ethyl ethers or their acetates (commercially recognized as cello solves), nor shall they contain any chlorinated hydrocarbons. The products shall have no adverse effects on the health or nor present any unusual hazard to personnel when used according to manufacturer's recommendations for handling and proper protective safety equipment, and for its intended use.

The coating system, as supplied and recommended for application, shall meet all applicable federal, state and local laws and regulations now in force or at any time during the courses of the bid.

The manufacturer shall supply (upon request) for each product and component of the system, a properly complete OSHA "Safety Data Sheet".

The following documents of the issue in effect on the date of the invitation to quote form a part of this document to the extent specified herein:

Federal Standards: Number 141A and 141B paint, varnish, lacquer and related material: methods of inspection, sampling, and testing.

Military Standard: MIL-C 83486B Coating, Urethane, Aliphatic Isocyanates, for Aerospace applications.

Industry Methods and Standards: ASTM Method of Analysis (American Society for testing and Materials). BMS 10-72A (Boeing Material Specifications).

The entire exterior body structure (excluding roll-up doors) shall receive the primer coats and the finish coats. The apparatus body will be painted in a down draft type paint booth to reduce dust, dirt or impurities in the finish paint. The painted surfaces shall have a finish with no runs, sags, craters, pinholes or other defects. The coating will meet the following test performance properties as a minimum standard.

The apparatus shall be painted Sikkens FLNA 32528 Red

SPEEDLINER COMPARTMENT FINISH

The compartment interiors shall be coated with bed liner type spray.

COMPARTMENT FINISH COLOR

The Superliner Color shall be Medium Gray.

WELDON LOW-VOLTAGE ELECTRICAL SYSTEM

The apparatus shall be equipped with a Weldon Logic Controlled, Low-Voltage (12v) Electrical System compliant with the latest revision of the NFPA 1901 guideline.

The system shall be capable of performing total load management, load management sequencing, and load shedding via continuous monitoring of the low-voltage electrical system. In addition, the system shall be capable of switching loads (like operating as an emergency warning lamp flasher) eliminating the dependency on many archaic electrical components such as conventional flasher modules. The system shall also incorporate provisions for future expansion or modification.

The low-voltage electrical system shall be designed to distribute the placement of electrical system hardware throughout the apparatus thereby enabling a smaller, optimized wire harness. The programmable, logic controlled system shall eliminate redundant electrical hardware such as harnesses, circuit boards, relays, circuit breakers, and separate electrical or interlock subsystems and associated electronics for controlling various electrical loads and inputs.

As-built electrical system drawings and a vehicle-specific reference of I/O shall be furnished in the delivery manuals. These drawings shall show the electrical system broken down into separate functions, or small groups of related functions. Drawings shall depict circuit numbers, electrical components and connectors from beginning to end. A single drawing for all electrical circuits installed by the apparatus builder shall not be accepted.

TECNIQ LED PERIMETER LIGHTS

There shall be six (6) LED TecNiq model T44 series, 4.00 inch round, 8 diode LED lights installed on the apparatus. One (1) under each side at the front of the body, one (1) under each side at the rear of the body and one (1) each side under the rear tailboard. The lights shall be positioned to provide illumination to the immediate ground area around the unit.

PERIMETER LIGHTS ACTIVATION

The underbody perimeter lights shall be activated with activation of the chassis ground lights.

TECNIQ LED DOT LIGHTING

There shall be seven (7) lights located on the rear of the vehicle. Three (3) of the lights shall be mounted on the upper rear face of the body just below the hosebed area in a cluster for use as identification lamps. Two (2) lights shall be located outboard on the upper rear, one each side for use as clearance lamps and two (2) lights in the rearmost position of the side rubrail on the tailboard facing the side for use as rear side marker lamps

The lights shall be TecNiq brand S17 series LED red markers

TECNIQ LED DOT ADDITIONAL MARKER LIGHTS

There shall be two (2) amber LED intermediate marker lights/intermediate turn signals installed in the rub rail, forward of the rear wheel well, one (1) each side.

The lights shall be TecNiq brand S17 series LED amber markers/turn.

INTERMEDIATE MARKER LIGHTS

The intermediate amber side marker lights installed in the rub rail, forward of the rear wheel well, shall flash when their respective side turn signal is activated. The lights shall return to steady burn when turn signal is deactivated.

WHELEN UPPER LIGHTING PACKAGE

The following NFPA lighting package, manufactured by Whelen, shall be supplied and installed in the upper areas of the vehicle.

The body shall have the warning light dimming feature when the chassis is equipped with it. If the dimming feature is not provided on the chassis, the body WILL NOT be equipped.

WHELEN BEACON UPPER ZONE C:

There shall be two (2) Whelen model L31H beacons with 360 degree LED lights, provided and installed on the apparatus.

One (1) each side on the rear upper outboard corners of the apparatus.

REAR WARNING LIGHTS COLOR

The upper warning lights mounted at the rear shall be red with clear lenses.

WHELEN M6 SERIES LED AUXILIARY UPPER ZONE C:

There shall be two (2) Whelen model M6 series LED lights with chrome bezels, one (1) each side, provided and installed on the back of the fabricated tread plate scene light box.

REAR WARNING LIGHTS FLASH

The rear upper lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be programmed to emit the "TripleFlash 75" solid flash pattern.

REAR WARNING LIGHTS COLOR

The upper warning lights mounted at the rear shall be amber with a clear lens.

UPPER REAR WARNING LIGHT SWITCH E-MASTER/VISTA

The upper rear warning lights shall be controlled through the master warning switch and a secondary rear warning switch located on the Vista display control screen. The switches shall be clearly labeled for ease of identification.

WHELEN ION AUXILIARY UPPER WARNING LIGHTS

There shall be four (4) Whelen WION lights with chrome bezels installed, two (2) on each side. One (1) light shall be located in the upper section of the side compartment header centered above the forward and rearmost compartments.

SIDE WARNING LIGHTS FLASH

The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors.

WARNING LIGHTS COLOR

The warning lights shall be red with clear lenses.

LOWER LED WARNING LIGHTING

The following NFPA lighting package, manufactured by Whelen, shall be supplied and installed in the lower areas of the vehicle.

The body shall have the warning light dimming feature when the chassis is equipped with it. If the dimming feature is not provided on the chassis, the body WILL NOT be equipped.

WHELEN M6 SERIES LED LOWER ZONE B/D:

There shall be four (4) Whelen model M6 series LED lights with chrome bezels, two (2) each side, provided and installed with the apparatus.

SIDE WARNING LIGHTS FLASH

The lower side lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be programmed to emit the "TripleFlash 75 in/out" solid flash pattern.

SIDE WARNING LIGHTS COLOR

The lower side warning lights mounted on the side positions shall be red with clear lenses.

SIDE WARNING LIGHTS LOCATION

The warning lights on the side of the apparatus shall be mounted at the mid height in the forward area of the rear wheel well panel and at the rear tailboard location.

LOWER ZONES B/D CAST ALUMINUM LIGHT HOUSING WITH PAINTED INSERT

A cast aluminum light housing with painted outward facing inserts, shall be installed for the rearmost warning light in zones B/D. The housing will ensure the light is mounted as far rearward as possible.

The inserts shall be painted to color match the body.

LOWER SIDE WARNING LIGHT SWITCH E-MASTER/VISTA

The lower side warning lights shall be controlled through the master warning switch and a secondary side warning switch located on the Vista display control screen. The switches shall be clearly labeled for ease of identification.

WHELEN M9 SERIES LED LOWER ZONE C:

There shall be two (2) Whelen model M9 series Super-LED lights with chrome bezels, one (1) each side, on provided and installed on the rear of the body.

REAR WARNING LIGHTS FLASH

The lower rear lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be programmed to emit the "Triple Flash 75 in/out" flash pattern.

REAR WARNING LIGHTS COLOR

The lower rear warning lights mounted at the rear shall be red with clear lenses.

REAR WARNING LIGHT ACTIVATION

The rear lower warning lights shall be activated by the master warning switch, and individually switched by a virtual switch on the vista screen in the cab by a "lower rear warning lights" switch.

WHELEN M9 SERIES LED REAR TAIL LIGHT ASSEMBLY

There shall be Whelen M9-Series Super LED rear tail light assemblies provided and installed with the apparatus, one (1) each side at the rear.

The following shall be installed in the order as specified from top to bottom:

One (1) Warning light called out above
One (1) #M9BTT LED red brake light
One (1) #M9T LED series amber turn signal light
One (1) #M9 BUW LED clear backup light

MOUNTING FLANGES

There shall be individual chrome bezels provided for each light of the taillight assembly.

BACKUP LIGHTS

The backup lights shall illuminate when the apparatus is placed in reverse.

WHELEN REAR DIRECTIONAL LIGHTBAR

There shall be eight (8) rear directional lights provided and installed on the rear of the apparatus integrated to the rear face of hosebed cover vertical end cap.

The lights shall be Whelen model #WIONSMCA LED ION amber lights with clear lenses and black bezels, and mounted equally spaced, four (4) lights on each end cap.

The back of the hose bed cap shall be boxed in to provide protection and strength for the lights. The back of the protection panel shall be angled to provide protection when hose is deployed in case of contact. This protection panel shall be constructed of smooth aluminum.

The controller shall be located and installed in the Chassis.

RDL BLACK VINYL

There shall be a non-reflective black vinyl provided around the perimeter of the rear directional lights. The vinyl shall be applied to a smooth surface material.

REAR VIEW CAMERA SYSTEM

The chassis provided camera shall be surface mounted under the intermediate step, on the center rear of the apparatus body for maximum viewing capability.

WHELEN PIONEER SIDE SCENE LIGHTING

Two (2) Whelen Pioneer PCH2 with flood and spotlight, housing shall be powder-coated white.

The scene lights shall be located on the side of the body, one (1) on each side, at the rear corner of the body side walls.

SIDE SCENE LIGHT MOUNTING

The Light shall be mounted in the side of the treadbrite box which also houses the upper rear warning light on the rear face of the box.

The treadplate box shall be as short as possible from the catwalk to the top of the scene light and shall be as wide as the catwalk.

SIDE SCENE LIGHT ACTIVATION

The side scene lights shall be activated by the two (2) virtual buttons on the Vista display control screen for the chassis side scene lights, one (1) chassis provided switch on the officer switch panel for the right scene only, and two (2) switches on the pump panel, one (1) labeled for each side of the body.

The switches shall be labeled as follows:

Left Scene

Right Scene

WHELEN M9 SERIES LED REAR SCENE LIGHTING

There shall be two (2) scene lights installed at the rear body panels, one (1) on each side.

The scene lights shall be Whelen model #M9LZC 12 volt scene lights with chrome bezels. The lights shall offer LED directional lighting from 2 to 40-degrees with internal and external optics.

The lights shall draw 6.0 amps and generate 6,500 lumens.

REAR SCENE LIGHT ACTIVATION

The rear scene lights shall be activated by one (1) virtual button on the Vista display control screen, one (1) switch on the officer switch panel, one (1) switch on the pump panel, and when the apparatus transmission is shifted into reverse.

The switch shall be labeled as follows:

Rear Scene

REFLECTIVE STRIPING

The reflective stripe applied to the outside perimeter of the chassis and apparatus by the Fire Department or Dealership prior to the truck being placed into service.

REAR RETRO-REFLECTIVE CHEVRON STRIPING

The rear of body (excluding rear door) shall be equipped with Diamond Grade, retro-reflective striping in a chevron pattern, sloping downward and away from the centerline of the vehicle at an angle of 45-degrees.

The stripe shall be 6.00 inch (152.40 mm) wide alternating in colors in compliance with the current edition of (NFPA) 1901, Standard for Automotive Fire Apparatus.

RETRO-REFLECTIVE CHEVRON STRIPING

Diamond Grade retro-reflective chevron striping shall be applied to the front bumper.

CHEVRON COLORS

The retro-reflective chevron striping shall be red and fluorescent yellow-green in color.

BODY LETTERING

The lettering shall be provided and installed on each side of the apparatus body by the Fire Department or Dealer.

LICENSE PLATE BRACKET

A Cast Products, model LP0005-1-C, cast aluminum open bottom license plate bracket shall be installed on the apparatus.

The bracket shall incorporate a clear LED (WL0501) light to illuminate the license plate to meet DOT requirements.

LICENSE PLATE BRACKET LOCATION

The above specified license plate bracket shall be installed at the back of the apparatus on the right side. The bracket shall be mounted to meet all applicable DOT standards.

WHEEL CHOCKS

One (1) set of NFPA compliant wheel chocks shall be installed by the Fire Department or Dealer before the truck is placed into service.

RECHARGEABLE FLASHLIGHTS

All NFPA required portable hand lights will be supplied and installed by the Fire Department before the truck is placed into service.

NFPA LOOSE EQUIPMENT

The Fire Department shall be responsible to provide all NFPA loose equipment.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Glenn Harper, City Engineer, gharper@columbiatn.gov 931-560-1560

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE ADDENDUM NO. 4 TO THE AGREEMENT WITH BARGE DESIGN SOLUTIONS FOR THE IRON BRIDGE ROAD OVER LYTLE CREEK BRIDGE REPLACEMENT PROJECT IN THE AMOUNT OF $16,000- WARD 3 - DEVELOPMENT SERVICES.

RECOMMENDATION: Approve and authorize the Mayor to execute Addendum No. 4 with Barge Design Solutions.

INFORMATION: The City Council approved an agreement on August 13, 2020 with Barge Design Solutions for the Iron Bridge Road over Lytle Creek Bridge Replacement Project. Amendment No. 4 is for additional services related to the design to suspend a conduit under the bridge to accommodate a future waterline and ARAP permit application fees. CPWS will reimburse the city $15,500 for the design for waterline provisions and the city will reimburse Barge Design the $500 ARAP application fee. The attached modified scope of work and fee of the design portion would increase the contract by $16,000, which brings the total contract amount to $557,108.

CERTIFICATION: The Chief Financial Officer certifies that funds will be budgeted in Capital – General – Bridge Replacement (Iron Bridge/Lytle Creek) in appropriation amendment #4 for first consideration in May and second in June.

ATTACHMENTS: Barge Design Solutions Addendum No. 4 Staff Report, Addendum No. 4

BARGE
DESIGN SOLUTIONS

27-April-2026

Glenn Harper, P.E.
City Engineer
City of Columbia
700 North Garden Street
Columbia, TN 38401

Subject: **Request for Supplemental Compensation, Addendum 004**
Proposal – Aerial Waterline Design and Permit Fee
Bridge No.: 60009700003
Termini: Iron Bridge Road, Bridge over Lytle Creek, Log Mile (LM) 1.300
Maury County, Tennessee
PIN: 130092.00

Dear Mr. Harper,

Barge Design Solutions, Inc. (Barge) is pleased to present this proposal for an asbestos containing materials (ACM) assessment on Bridge No.: 60009700003. This proposal is an addendum to our existing contract with the City of Columbia for work at the Iron Bridge Road site.

Original Contract –	$183,485 – Original Scope of Work
Addendum #1 –	$48,275 – Right of Way Services
Addendum #2 –	$5,200 – ACM Services
Addendum #3 –	$304,148 – CEI Services
Addendum #4 –	$16,000 – Aerial Waterline Design and Permit Fee (proposed herein)

The description of the bridge is as follows:

Bridge No. 60009700003 Iron Bridge Road, Bridge over Lytle Creek LM 1.300 – Located in Columbia, Tennessee, it is a 32-foot long and 18-foot wide, two-lane bridge. The bridge was constructed in 1940.

Scope of Services

Barge will perform the following engineering services for the bridge identified above. Outlined below are the scope of services for the bridge assessment:

- Coordinate with CPWS and TDOT on the proposed aerial waterline extension requirements.
- Review of the new bridge design to confirm the bridge can support the loads due to the waterline. We understand a 20-inch sleeve to accommodate a 12-inch waterline is the preferred alternative. The sleeve is to extend 10 feet beyond the approach slabs on either end of the bridge.
- Redesign of the bridge abutments to accommodate the waterline penetration.
- Design structural connections for the bridge to support the waterline.
- Prepare sealed final design drawings, incorporating comments from the Owner and the Utility

615 3RD AVENUE SOUTH // SUITE 700 // NASHVILLE // TENNESSEE // 37210 // 615-254-1500 // BARGEDESIGN.COM

- Submission of environmental permit and payment of application fee ($500)
- Provide an OPCC for suspended waterline

Schedule

The additional utility coordination and bridge design modifications can begin immediately upon written authorization from the City. Updated plans and OPCC will be submitted within two weeks following the additional utility coordination efforts.

Fee and Billing Information

The estimated costs to implement the scope of services in this proposal are presented below.

Tasks	Cost
Additional Utility Coordination	$4,270
Bridge Design and Plans Modifications	$10,230
Updated OPCC	$1,000
Environmental Permit Application Fee	$500
Total	**$16,000**

Barge will submit monthly invoices for services completed during this project. We will not exceed our estimated budget without a change of the approved scope of services and prior authorization by the City.

Sincerely,

Rachel Back, PE, CFM
Client Service Leader

Representative Authorizing work
for City of Columbia

Approved as to Legal Form:

Jake Hubbell, City Attorney

Barge Design Solutions (Barge) is being asked to modify our bridge design to accommodate a sleeved and suspended water line at the Iron Road bridge in Columbia, Tennessee. Barge will provide these services in accordance with our existing contract.

The scope of work is presented in the following elements.

I. Project Description
II. Scope of Services
III. Project Understanding, Assumptions, and Exclusions
IV. Time of Performance
V. Client's Responsibilities
VI. Deliverables
VII. Compensation

I. Project Description

The City of Columbia is replacing a single span bridge on Iron Bridge Road as the existing structure requires either replacement or significant repairs. The new bridge design was previously completed with no consideration for utilities suspended on the bridge. During final coordination, it was determined suspending a 12-inch waterline from the bridge is the preferred alternative.

Also, in the original scope of work, permit application fees were excluded. In an effort to expedite the permitting process, Barge has applied for and paid the permit fees associated with this project.

II. Scope of Services

The following is a general outline of Engineering services as understood at this time.

- Review of the new bridge design to confirm the bridge can support the loads due to the waterline. We understand a 20-inch sleeve to accommodate a 12-inch waterline is the preferred alternative. The sleeve is to extend 10 feet beyond the approach slabs on either end of the bridge.
- Redesign of the bridge abutments to accommodate the waterline penetration.
- Design structural connections for the bridge to support the waterline.
- Prepare sealed final design drawings, incorporating comments from the Owner and the Utility
- Submission of environmental permit and payment of application fee ($500)
- Provide an OPCC for suspended waterline

III. Time of Performance

Following the notice to proceed, :

- The draft design effort for this scope to be completed within 2 weeks of authorization to proceed.

- Depending upon the comments received, we anticipate a final set of drawings ready 2 weeks following the review. If the schedule changes from this we will contact the City.

With respect to the environmental permit, Barge has no control over the review time for the application.

IV. Client's Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, review of the drawings and baseline information regarding the waterline is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

A. Provide review of draft design plans in a timely manner.

V. Deliverables

A. Preliminary Design

This taks includes reviewing and updating the existing bridge design and developing the design plans and specifications for the waterline hanger and penetrations. Following is a list of activities anticipated during this task:

1. Revise the bridge plan set including:
   I. Cover
   II. General Notes
   III. Legends
   IV. Construction Details
2. Facilitiate one review meeting with Columbia to obtain comments and feedback on the preliminary design

B. Final Design

- A final set of sealed design drawings for the City of Columbia.
- Updated OPCC.

C. Permitting

In this task, Barge will provide assistance to Columbia in obtaining regulatory approvals and permits needed for the project by providing supporting documentation and filling out permit application forms.

VI. Compensation

The client agrees to pay Barge a Lump Sum fee of $16,000 for the above described services. The services will be provided in accordance with the existing contract for this project.

City of Columbia, Waterline Design

RATE CATEGORY	HOURS	HOURLY RATE	LABOR AMOUNT
Project Management			
Sr. Project Manager	10	$ 323.00	$ 3,230.00
Sub Total	**10**		**$ 3,230.00**
Water Line on Bridge			
Senior Bridge Engineer	24	$ 255.00	$ 6,120.00
Bridge Engineer	40	$ 153.75	$ 6,150.00
Staff Engineer 3		$ 190.00	$ -
CAD Designer		$ 100.00	$ -
Sub Total	**64**		**$ 12,270.00**
Labor Total			**$ 15,500.00**
Permit Application Fee			**$500.00**

SUBCONSULTANTS TOTAL = $ -

Expenses:

TITLE	MILES /TRIP	TRIPS	MILES	MILEAGE RATE	MILEAGE AMOUNT
Field Visit	-	-	-	$ 0.760	$ -

MILEAGE TOTAL = $ -

TOTAL COST = $ 16,000.00

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Lauryn Shockey, Engineering Associate, lshockey@Columbiatn.gov, 931-560-1529

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO EXECUTE CHANGE ORDER NO. 3 FOR THE FY2024-2025 STREET RESURFACING CONTRACT BETWEEN THE CITY OF COLUMBIA AND VOLUNTEER PAVING EXTENDING THE CONTRACT TIME BY 352 DAYS.

RECOMMENDATION: Approve Change Order No. 3

INFORMATION: On June 12th 2024 City Council approved and authorized a bid award with Volunteer Paving for street resurfacing within Wards 1,2,3,4, and 5.

The purpose of this Change Order is to extend the original contract time by 352 days.

CERTIFICATION:

ATTACHMENTS: Change Order No. 3 Staff Report, Change Order No. 3

P. O. Box 682423, Franklin, Tennessee 37068 P 931 364 2655 F 931 364 4115 volunteerpaving.com

April 17, 2026

Glenn Harper, P.E.
City of Columbia
700 North Garden St.

Columbia, TN 38401

Change Order #3

Dear Mr. Harper,

Please consider this letter as written notice confirming that Volunteer Paving LLC is in agreement with extending the annual contract through 11-30-2026 at our current unit prices and terms of our current contract.

The purpose of this change order is to extend the contract time by 352 days.

Reach out to me via phone (931) 364-6900 or jmartin@volunteerpaving.com with any questions or needs you may have.

Sincerely,

Josh Martin
Estimating Manager
Volunteer Paving LLC

Accepted by: _____
Title: _____
Company: _____
Date: _____

Approved as to Legal Form:

Jake Hubbell, City Attorney

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Glenn Harper, City Engineer, gharper@columbiatn.gov, 931-560-1560

AGENDA ITEM TITLE: APPROVE THE 2026 STREET RESURFACING LIST AND AUTHORIZE EXPENDING $1,000,000 TOWARDS THE STREET RESURFACING CONTRACT - WARDS 1, 2, 3, 4, AND 5 - DEVELOPMENT SERVICES DEPARTMENT.

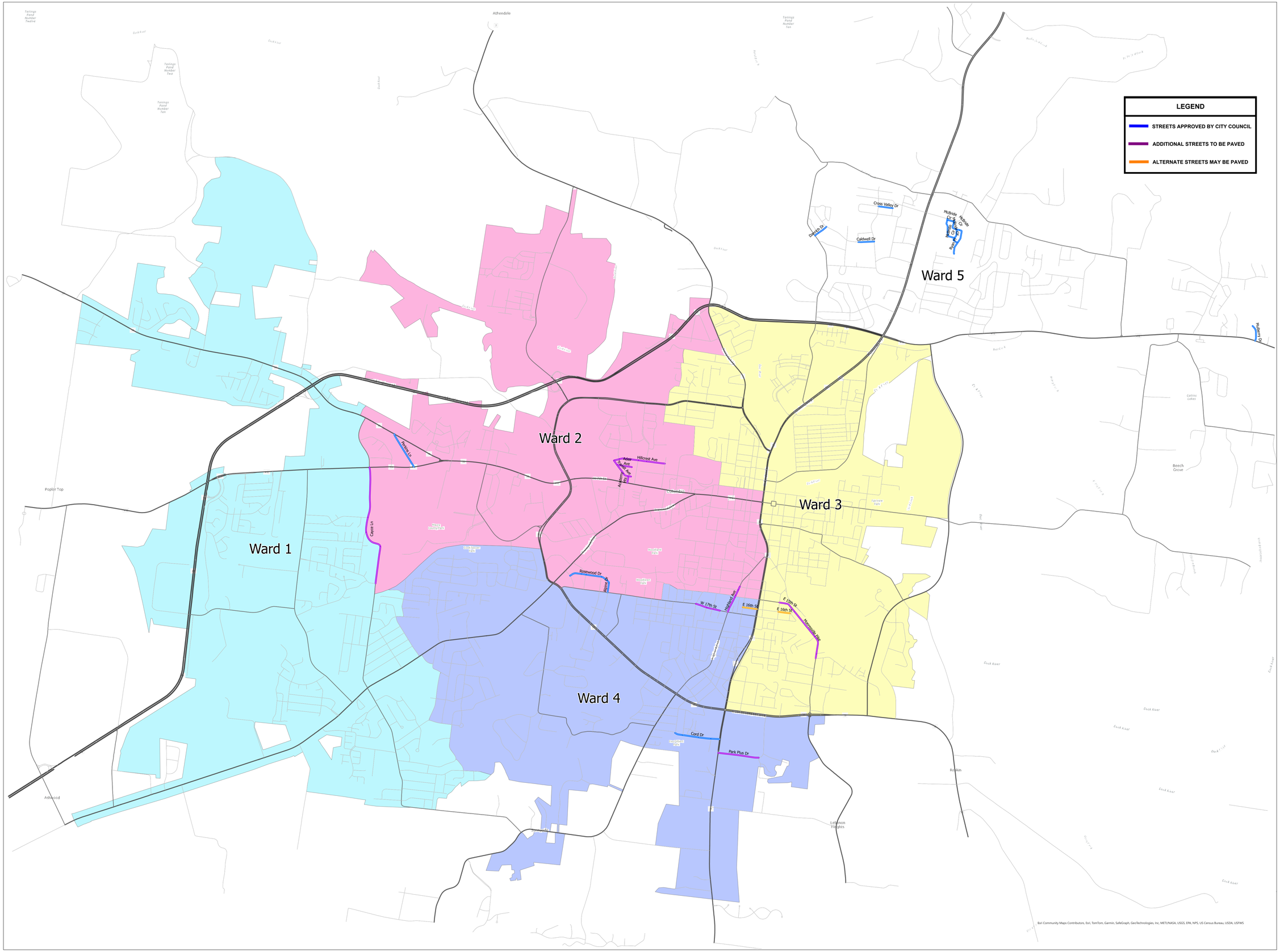
RECOMMENDATION: Approve

INFORMATION: A list of streets that are proposed for paving was created based on field observations and a Street Database Program. All wards of the City were considered to determine the paving needs and to make efficient use of the available funds. This list depends on agreement from all utilities that no project conflicts exist, and paving will not begin until confirmation is obtained from each utility. 40% of the list consists of alternate roadways that have been approved by the City Council as part of the FY 2024-2025 paving Contract. This $1 million serves as a supplemental budget for street paving in the City of Columbia and covers a little over 6 road miles.

CERTIFICATION: The Chief Financial Officer certifies that $1,000,000 will be budgeted in General Fund – Misc. – Street Paving in appropriation amendment #4 for first consideration in May and second in June.

ATTACHMENTS: Staff Report, Paving List, Paving Map.

Street	From	To	Length
Caldwell Dr	Oak Dr	N Hardin Dr	750 FT
Perkins Ln	Williamsport Pk	Hampshire Pk	1650 FT
Rosewood Dr	Blythewood Dr	Hatcher Ln	2310 FT
Cord Dr	Denham Ave	Pulaski Hwy	2080 FT
Mullberry Dr	END	Bear Creek Pk	730 FT
Cross Valley Dr	450' W of N Hardin Dr	Grandview Dr	1090 FT
McBride Cir	E Burt Dr	E Burt Dr	2040 FT
Ryan Ct	McBride Cir	Ryan Place	220 FT
Ryan Pl	McBride Cir	END	1350 FT
Danrich Dr	Theta Pk	Caldwell Dr	630 FT
Adair Ave	Transit Ave	END	656 FT
Academy Hts	W 7th St	Transit Ave	284 FT
Transit Ave	Hillcrest Dr	END	1160 FT
Mooresville Pk	Sidco Dr	Whatley St	2925 FT
Hillcrest Dr	Transit Ave	Terrace Dr	2316 FT
Park Plus Dr	Hwy 31	Huston Dr	1880 FT
Cayce Ln (Northern)	Hampshire Pk	RR Tracks	6025 FT
W 17th	Dimple Ct	Morgan St	1100 FT
Highland Ave	W 14th St	W 17th St	1450 FT
E 16th St **Alternate**	S Main St	Carmack Blvd	1490 FT
E 16th St **Alternate**	Whatley St	Mooresville PK	880 FT


LEGEND
STREETS APPROVED BY CITY COUNCIL
ADDITIONAL STREETS TO BE PAVED
ALTERNATE STREETS MAY BE PAVED
Ward 1
Ward 2
Ward 3
Ward 4
Ward 5
Athendale
Poplar Top
Ashwood
Beech Grove
Rokkan
Lebanon Heights
Cross Valley Dr
Dawson Dr
Caldwell Dr
McBride Ct
McBride Cir
McBride Dr
Hillcrest Ave
Adair Ave
Dogwood Ave
Anderson Ln
Cayce Ln
Rosewood Dr
Alpine Dr
W 17th St
E 16th St
E 17th St
Hollywood Ave
Monticello Blvd
Cord Dr
Park Plus Dr
Esri Community Maps Contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Regina Connelly, Purchasing Agent, rconnelly@columbiatn.gov, 931-560-1580

AGENDA ITEM TITLE: APPROVE AND AUTHORIZE THE MAYOR TO SIGN AND EXTEND THE AGREEMENT WITH FREEDOM HILL LAND MANAGEMENT FOR MOWING ABANDONED AND NEGLECTED PROPERTIES - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve the extension of another three (3) year agreement for mowing abandoned and neglected properties.

INFORMATION: From time to time the City requires mowing services for properties that have been neglected or abandoned by the owners. The intervention by the City only occurs after the owners are given certified notice of the conditions of the property. Charges incurred by the City become claims against the property.

In addition to the neglected properties, the City acquires properties through delinquent tax sale that require maintenance during the growing season. Mowing of these City owned properties are also included within this agreement.

The last component of the propsed services includes building security of abandoned properties. Security measures consist of boarding windows and doors to restrict access to the properties without extraordinary efforts. These measures are taken for public health and safety.

An intent to bid (ITB) for mowing services was opened on March 26, 2026 and no bid was submitted. Freedom Hill Land Management was the previous vendor. Freedom Hill has agreed to continue services at the same rate as approved in 2023.

CERTIFICATION: The Chief Financial Officer certifies that sufficient funds are budgeted and unencumbered in Dev Services – Abatements.

ATTACHMENTS: Staff Report, Freedom Hill Land Management Agreement

REQUIREMENT AGREEMENT

Mowing Abandoned and Neglected Properties

CONTRACT # 437-1222-11

THIS AGREEMENT is dated as of the ____ day of May in the year 2026 by and between the **City of Columbia, Tennessee** (hereinafter called **OWNER)** and **FREEDOM HILL LAND MANAGEMENT.** (hereinafter called **Vendor}.**

OWNER and **VENDOR,** in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

VENDOR agrees to provide lawn and ground maintenance service for properties identified by the City as abandoned and neglected. Included within the scope of work the vendor shall provide brush, trash and debris removal from City identified properties as well a property security as outlined within the contract documents.

Article 2. Owner.

The Code Official of the City of Columbia who hereinafter shall act as **OWNER'S** representative, assume all duties and responsibilities and have the rights and authority assigned to Owner in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TERMS.

3.1 This agreement shall commence on the date first listed above for a 12-month period and shall thereafter automatically renew on the annual anniversary for a 12-month period unless terminated in writing by the City 30 days prior to the annual anniversary date.

3.2 This agreement and any renewals thereof shall not extend beyond April 30, 2029.

Article 4. CONTRACT PRICE.

OWNER shall pay **Vendor** for completed Work in accordance with the Contract Documents and amount in current funds equal to the Vendor's Bid which is inclusive of all supplies, materials, equipment, labor, insurance, bonds, overhead and profit.

Article 5. PAYMENT PROCEDURES.

Payment will be made within thirty days of submitting an invoice to the City of Columbia Codes Department provided the following conditions are met.

5.1 The invoice shall clearly identify the address of the property mowed and the date the property was mowed.

5.2 The invoice is approved by the Codes Division Director for payment

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce **OWNER** to enter into this Agreement **Vendor** makes the following representations:

6.1 **Vendor** has examined and carefully studied Contract Documents.

6.2 **Vendor** has visited the work 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.

6.3 **Vendor 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.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between **OWNER** and **Vendor** concerning the Work consist of the following:

7.1 This Agreement
7.2 Invitation to Bid - Solicitation # 437-1222-11
7.3 Vendor's bid dated 1-5-2023

Article 8. MISCELLANEOUS.

8.1 **OWNER** and **Vendor** each binds itself, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.2 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 **Vendor** who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

8.4 No amendment or modification of this Agreement shall be effective unless or until executed in writing by the parties hereto.

8.5 This Agreement and the attachment to this Agreement or references thereto shall together constitute the entire agreement and understanding by and between the City and the Vendor with respect to the services herein referred to, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force and effect.

IN WITNESS WHEREOF, OWNER and **VENDOR** have signed this Agreement in duplicate. One counterpart each has been delivered to **OWNER and VENDOR.** All portions of the Contract Documents have been signed, initialed or identified by **OWNER** and **VENDOR** 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:
_____

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

VENDOR: Freedom Hill Land Management

By:
_____

Title:
_____

Business Address:
_____
___

_____
___

_____
___

License no. _____

CITY OF COLUMBIA
TENNESSEE
Something good around every corner.

BID TABULATION

Lawn & Ground Maintenance of Abandoned and Neglected Property

Solicitation # 437-1222-11

Vendor	Mowing			Property Security			Brush Removal			Does Vendor have Required Equipment
	1st Year	2nd Year	3rd Year	1st Year	2nd Year	3rd Year	1st Year	2nd Year	3rd Year	
3 C's Lawn Care 457 Myatt Dr Madison, TN 37115	$200. / hr.	$200. / hr.	$200. / hr.	$250 / Manhour	$250 / Manhour	$250 / Manhour	$265 / Manhour	$265 / Manhour	$265 / Manhour	Yes
Quality Lawn Care and Hauling 1116 W 7th St #53 Columbia, TN 38401	$85./ Hr	$85./ Hr	$85./ Hr	$25./ Manhour	$25./ Manhour	$25./ Manhour	$25 / Manhour	$25 / Manhour	$25 / Manhour	No
Freedom Hill Land Management P O Box 1118 Columbia, TN 38402	$60./ Hr	$60./ Hr	$60./ Hr	$40./ Manhour	$40./ Manhour	$40./ Manhour	$45 / Manhour	$45 / Manhour	$45 / Manhour	Yes

This is a tabulation of all bids received.

Sommar Jaynes, Purchasing Agent

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Jill Carlson, Sr Administrative Assistant, jcarlson@columbiatn.gov, 931-560-1451

AGENDA ITEM TITLE: APPROVE THE PURCHASE OF A KUBOTA SKID STEER S SERIES SVL75-3HFWVCC WITH RELATED ATTACHMENTS FOR RIDLEY SPORTS COMPLEX IN THE AMOUNT OF $109,998.33 UTILIZING STATE OF TN SOURCEWELL CONTRACT 112624-KBA & 082923-KBA.

RECOMMENDATION: Approve.

INFORMATION: The City of Columbia Parks and Recreation Department is requesting the purchase of a Kubota Skid Steer S Series SVL75-3HFWVCC with related attachments for usage primarily at Ridley Sports Complex in the amount of $109,998.33 utilizing State of TN Sourcewell contract 112624-KBA & 082923-KBA. It will be used for field construction, remodeling, field prep, brush removal for future railroad crossing in addition to other maintenance and clean up needs.

CERTIFICATION: The Chief Financial Officer certifies that funds will be budgeted in Capital – Parks – Auto in appropriation amendment #4 for first consideration in May and second in June.

ATTACHMENTS: Staff report, Kubota skid steer and related attachments quote from Sourcewell contract

Sourcewell

Ground Maintenance, CE, Utility Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600055337
Nebraska 14777 (OC)
Mississippi 8200067336

SVL75-3HFWVCC WEB QUOTE #2954324
Date: 3/25/2026 12:40:00 PM

-- Customer Information --
Warfield, Colton
25720
City of Columbia Parks & Rec
cwarfield@columbiatn.gov
9316980747

Quote Provided By
COLUMBIA KUBOTA
Sammy Gilliam
1120 RIVERSIDE DR.
COLUMBIA, TN 38401
email: sammy@columbiakubota.com
phone: 9316264049

-- Standard Features --

Kubota

S Series SVL75-3HFWVCC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES
Vertical Lift Path Loader Frame
Standard Front Quick Coupler, Float Standard
Hydraulic Quick Coupler Option
Selector Loader Arm Self-Leveling
Loader Boom Lock
Open ROPS & Air Conditioned ROPS/FOPS Cab Models
High Back, Adjustable, Vinyl, Suspension Seat
2" Retractable Seat Belt and 2-Piece Seat Bar
12V Electric Outlet
19.2 gpm Auxiliary Hydraulics standard, 29.8 gpm Option
Direct To Tank Return Line
Rigid Mounted Undercarriage, 4 Lower Track Rollers
Rubber Tracks, 12.6" Standard, 15" Optional
Two Speed Travel System
Automatic Wet Disk Parking Brake
Kubota 4 Hydraulic Pump Load Sensing System
2 Gear, 2 Variable Displacement Pumps
Hydraulic Joystick Controls, Optional Multi-Functional Grips
ISO Operating Pattern
Hand And Foot Throttle Controls
Electronic Travel Torque Management
Automatic Glow Plugs
7" Multifunction Touch Screen
Integrated Rear Camera
Keyless Start
Self Bleed Fuel System
2 Front and 2 Rear Working Lights
Hour Meter, Engine Temperature and Fuel Gauges and Warning Lights
Horn and Backup Alarm
Lockable Fuel Cap
Bolt On Grab Handles to enter machine
KubotaNOW Telematics

BASIC UNITS
SVL75-3, 15.8" Rubber Tracks, Open ROPS/FOPS Cab
Hydraulic Quick Coupler
High Flow Hydraulics & MF Grips
14-Pin Coupler
Reversing Fan
Cold-weather CCV Package

ENGINE
V3307 Kubota CR-TE4, Tier 4 Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
74.3 Gross HP @ 2400 rpm

DIMENSIONS
Cab Height 81.8"
Width (without attachment) 65.9"
Width with wide track option (without attachment) 69.1"
Length (without attachment) 112.0"
Length of Track on Ground 56.5"

OPERATIONAL DIMENSIONS
Operating Weight*, SVL75H, 12.6" Rubber Tracks, Open ROPS/FOPS Cab, Mechanical Quick Coupler 9,190 lbs.
Rated Operating Capacity (@ 35% of Tipping Load) 2,490 lbs.
Rated Operating Capacity (ROC) @ 35% of Tipping Load complies with ISO 14397-1and SAE J 818 for crawler loaders
Rated Operating Capacity (ROC) @ 50% of Tipping Load 3,557 lbs.
Tipping Load 7,112 lbs.
Auxiliary Hydraulics Flow 192/ 29.8 gpm
Travel Speed (Low / High) 5.6 /8.6 mph
Reach @ Maximum Height 39.6"
Height to Hinge Pin 122.7"
Ground Pressure (Standard Track) 5.8 psi
Ground Pressure (Wide Track) 4.7 psi
Traction Force 9,678 lbf.

* Includes operator's weight, 175 lbs.

-- Custom Options --

SVL75-3HFWVCC Base Price:	$90,508.00
Selected Kubota Attachments	
(1) AT&T TIER 3 TELEMATICS MODEM DCU6770-AT&T TIER 3 TELEMATICS MODEM	inc.
(1) 74" Heavy Duty Low Profile, Long Floor, Teeth, Side Cutter, 19.2 cu-ft heaped capacity AP-HD74LLT-74" Heavy Duty Low Profile, Long Floor, Teeth, Side Cutter, 19.2 cu-ft heaped capacity	$2,723.00
(1) HOSE STAY FOR SSV/SVL MODELS S6763-HOSE STAY FOR SSV/SVL MODELS	$119.00
Selected Land Pride Attachments	
(1) HB Series Hopper Broom, 74" Width AP-HB74-16-HB Series Hopper Broom, 74" Width	$8,557.00
Total Kubota Attachments:	$2,842.00
Total Land Pride Attachments:	$8,557.00
Total Attachments:	$11,399.00
Configured Price:	$101,907.00
Sourcewell Discounts:	
Kubota Items:	($22,404.00)
Land Pride Items:	($2,139.25)
Total Discount:	($24,543.25)
SUBTOTAL:	$77,363.75
2Yr SVL75-3HFWVCC Extended Warranty	$2,300.00
Kubota Item Fees:	
Dealer Assembly:	$18.33
Freight Cost:	$831.25
PDI:	$400.00
Land Pride Item Fees:	
Dealer Assembly:	$135.00
RK6015--Fecon Mulcher	$27,950.00
Perry Company door	$1,000.00
Total Unit Price:	$109,998.33
Quantity Ordered:	1
Final Sales Price:	$109,998.33

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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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: APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE SETTLEMENT AGREEMENT WITH JNS, LLC WITH NO COST TO THE CITY

RECOMMENDATION: Approve.

INFORMATION: It is requested Council approve the settlement agreement with JNS, LLC. There is no cost to the City.

CERTIFICATION:

ATTACHMENTS: Staff Report, Settlement Agreement.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is entered in effect as of _____, 2025, by and between **JNS Real Estate Holdings, LLC** ("Plaintiff") and **City of Columbia, Tennessee ("the City")** ("Defendant") (collectively referred to as "the Parties").

WHEREAS, on February 24, 2025, Plaintiff filed a civil action in the Chancery Court for Maury County, Tennessee, styled *JNS Real Estate Holdings, LLC v. City of Columbia, Tennessee and City of Columbia Historic Zoning Commission*, No. 25-094;

WHEREAS, Plaintiff filed an Amended Complaint on June 5, 2025 ("the Lawsuit");

WHEREAS, Plaintiff owns real property located at 711 West 7th Street, Columbia, Tennessee ("the Property");

WHEREAS, the Property is situated in the West 7th Street Historic District, which is governed by the Historic Zoning Commission and Historic District Design Guidelines;

WHEREAS, a dispute arose between the Parties related to Plaintiff's making modifications to the Property that Defendant alleged did not comply with the Historic District Design Guidelines; and

WHEREAS, the Parties voluntarily and with full knowledge of their rights under each of the provisions hereto and having the opportunity to have the Agreement reviewed by counsel, now desire to settle, compromise and dispose of the Lawsuit or of any other claim of every nature that Plaintiff may have against Defendant, and all other claims of every nature that Defendant may have against Plaintiff, related to the allegations in the Lawsuit; and

WHEREAS, Plaintiff and Defendant deny and continue to deny any liability for any alleged wrongdoing, and deny the others' entitlement to any relief, and state that under no circumstances shall this Agreement be construed as an admission of liability under any local, state or federal law; and

WHEREAS, in order to avoid the further costs, fees and expenses and risks of litigation, the Parties now desire to enter into the Agreement to finally resolve and compromise all issues and claims related to the Lawsuit; and

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Settlement Terms**.

(a) Defendant agrees to allow the brick on the Property to remain painted.

(b) Plaintiff agrees to replace the cables on the rear deck with traditional spindles and landscape the rear of the Property with evergreens so as to create a visual barrier.

2. **Mutual Release**. In consideration of the foregoing, the compromise and settlement of the Lawsuit, and other good and valuable consideration, Plaintiff does hereby irrevocably and unconditionally release and forever discharge Defendant, all officers, directors, attorneys, agents, representatives, employees (current or former), insurers, predecessors and successors in interest, and assigns of Defendant, any and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliates, of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses and compensation of any nature whatsoever which Plaintiff could, shall or may hereafter have, own or hold against Defendant, by reason of any matter, cause, fact, thing, act or omission whatsoever arising directly or indirectly out of, based upon, or relating to the Lawsuit. In addition, Defendant does hereby irrevocably and unconditionally release and forever discharge Plaintiff, all officers, directors, attorneys, agents, representatives, employees (current or former), insurers, predecessors and successors in interest, and assigns of Plaintiff, any and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliates, of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses and compensation of any nature whatsoever which Defendant could, shall or may hereafter have, own or hold against Plaintiff, by reason of any matter, cause, fact, thing, act or omission whatsoever arising directly or indirectly out of, based upon, or relating to Lawsuit. The Agreement constitutes a release of any and all claims that could have been filed with any regulatory board or governmental commission, whether based on tort, contract, statute, rule or regulation, or whether contractual, equitable or punitive in nature regarding the issues raised in the Lawsuit. The Agreement shall be a fully binding settlement between the Parties and is intended to resolve all claims and controversies regarding the incident which is the subject of the Lawsuit.

3. **Confidentiality.** It is understood that this Agreement is a matter of public record and may be subject to lawful disclosure under the Public Records Act.

4. **Modification**. The terms of this Agreement may neither be modified nor be cancelled except pursuant to a written agreement executed by the Parties hereto evidencing the modification or termination of the Agreement.

5. **Entire Agreement**. This Agreement constitutes the entire settlement agreement and understanding between the Parties concerning the subject matter hereof and supersedes and replaces all prior negotiations, proposed settlements, and any other written or oral agreements related thereto. The Parties intend that this shall be a full and final general release of all claims between the Parties related directly or indirectly to the events and transactions described in the Lawsuit. Each of the Parties agree and covenant not to sue any other Party for damages, contribution, or indemnification or otherwise seek

to collect money from the other in any way related to the allegations described in the Original.

6. **Dismissal of Claims**. The Lawsuit shall be concluded by an Agreed Order of Dismissal with Prejudice filed in the Chancery Court of Maury County, with each party agreeing to bear their own attorney's fees and costs. The Parties hereby agree to promptly execute the Agreed Order of Dismissal with Prejudice within ten (10) days of the date of execution of this Agreement.

7. **Advice of Counsel**. The Parties understand, represent, and warrant that each enters into this Agreement upon the legal advice of their own attorneys, that said attorneys have explained fully the terms of the Agreement, and that each party has read, fully understands, and knowingly and voluntarily accepts the terms of this Agreement.

8. **Full Authority**. The signatories to this Agreement who sign on behalf of another hereby warrant that they have the full authority to sign on behalf of that person or entity.

9. **Tennessee Law Governs**. This Agreement is executed and delivered within the State of Tennessee and all rights, duties and obligations of the Parties hereunder shall be construed and enforced in accordance with the laws of the State of Tennessee applicable to such agreements. The parties agree that the Court shall retain jurisdiction of any dispute or breach of this agreement.

10. **Counterparts**. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument. For purposes of signing this Agreement, a fax signature will be deemed equivalent to an original signature. Thereafter, the Parties to this Agreement shall exchange original signed counterparts.

11. **Construction**. This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

12. **Severability**. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provision of this Agreement, and the remaining portions or provisions shall be unaffected.

13. **No assignment.** The parties to this Agreement acknowledge, represent, and warrant that they have not assigned, sold, transferred, or otherwise disposed of any of the claims released herein.

14. **Enforcement.** Should either party be required to file an action for enforcement of the material provisions of this agreement, it is agreed that the successful party found to be in a breach of this Agreement may be entitled to reasonable attorney fees incurred from enforcement of this Agreement by a court of competent jurisdiction.

15. **Non-disparagement.** The Parties agree not to make any disparaging statements about the other (oral, written, or by digital media or means), directly or indirectly, to the media or members of the general public, or with the intent that statements reach the media or general public. Disparaging statements include statements that are false, statements that are misleading, and statements that might tend to cast any party hereto in a negative light, regardless of their truth or falsity.

16. **No admission of liability.** It is understood and agreed that this Agreement is a compromise of a disputed claim and that nothing contained in this Agreement is to be construed as an admission of liability, such liability having been denied, and is merely intended to avoid further dispute or litigation.

IN WITNESS WHEREOF, we have set my hand and seal as of this day and year first above written.

[Remainder of page intentionally left blank.]

PLAINTIFF: JNS Real Estate Holdings, LLC

BY: _____
NAME: Nicole A Straub
TITLE: Member

DEFENDANT: City of Columbia, TN

BY: _____
NAME: _____
TITLE: _____

Approved as to Legal Form:

Jake Hubbell, City Attorney

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Michele Stevens, City Recorder's Office, mstevens@columbiatn.gov, 931-560-1520

AGENDA ITEM TITLE: RESOLUTION NO. 26-32 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 26-32.

INFORMATION: The City Recorder is presenting tax corrections through 4/23/2026 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

CERTIFICATION:

ATTACHMENTS: Staff Report for Resolution 26-32; Resolution No. 26-32; Resolution No. 26-32 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 EXHIBIT "A" ATTACHED HERETO)

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF

COLUMBIA, TENNESSEE, this the _____ day of _____, 2026.

_____
CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

TAX CORRECTIONS – EXHIBIT A
RESOLUTION NO. 26-32

1. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF RICHARDSON LAWN & LANDSCAPE LLC. MAP 100G A 033.20 P 500, 1308 MAINSAIL DR #A. PROPERTY VALUE $2,505.00, ASSESSED VALUE $752.00, AND TAXES $6.00. PICKUP DUE TO 2025 AUDIT FOR 2023 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

2. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF CLARVIDA-LSD VEH. MAP 114 075.01 P 500, 230 E JAMES M CAMBELL BLVD STE 103. PROPERTY VALUE $29,688.00, ASSESSED VALUE $7,052.00, AND TAXES $58.00. PICKUP DUE TO 2025 AUDIT, PER MAURY COUNTY TAX ASSESSOR.

3. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF CLARVIDA-LSD VEH. MAP 114 075.01 P 501, 230 E JAMES M CAMBELL BLVD STE 103. PROPERTY VALUE $64,685.00, ASSESSED VALUE $19,406.00, AND TAXES $160.00. PICKUP DUE TO 2025 AUDIT for 2024 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

4. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF LITTLE SPROUTS DBA EARLY ED ADVISORS INC. MAP 114 018.16 P 500, 1721 TOM J HITCH PKWY. PROPERTY VALUE $106,282.00, ASSESSED VALUE $31,885.00, AND TAXES $263.00. PICKUP DUE TO 2025 AUDIT FOR 2023 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

5. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF CHRYSLER DODGE JEEP RAM OF COLUMBIA. MAP 113D G 024.00 P 500, 106 S JAMES M CAMPBELL. PROPERTY VALUE $109,792.00, ASSESSED VALUE $26,080.00, AND TAXES $215.00. PICKUP DUE TO 2025 AUDIT, PER MAURY COUNTY TAX ASSESSOR.

6. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF CHRYSLER DODGE JEEP RAM OF COLUMBIA. MAP 113D G

024.00 P 500, 106 S JAMES M CAMPBELL. PROPERTY VALUE $44,703.00, ASSESSED VALUE $13,411.00, AND TAXES $111.00. PICKUP DUE TO 2025 AUDIT FOR 2024 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

7. PICK UP ROLLBACK TAXES IN THE NAME OF MUSGROVE MICHAEL DAVID. MAP 089 021.00 S/I 001, 200 OAKWOOD DR. SUPPLEMENT ROLLBACK TAXES FOR 2023, 2024, AND 2025 TAX YEARS ON 58 ACRES IN THE AMOUNT OF $6,474.00 ON THE 2025 TAX ROLL, PER MAURY COUNTY TAX ASSESSOR.

8. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF BUG OUT TERMITE/PEST CONTROL. MAP 100L F 021.00 P 500, 106 E 13TH ST. PROPERTY VALUE $1,523.00, ASSESSED VALUE $362.00, AND TAXES $3.00. PICKUP DUE TO 2025 AUDIT, PER MAURY COUNTY TAX ASSESSOR.

9. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF BUG OUT TERMITE/PEST CONTROL. MAP 100L F 021.00 P 500, 106 E 13TH ST. PROPERTY VALUE $2,454.00, ASSESSED VALUE $736.00, AND TAXES $6.00. PICKUP DUE TO 2025 AUDIT FOR 2024 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

10. REFUND PARTIAL 2025 PROPERTY TAX IN THE NAME OF COGER TREMAYNE L ETUX HOLLY. MAP 051A C 025.00, 2739 NOTTINGHAM DR. PROPERTY VALUE FROM $418,500.00 TO $373,300.00, ASSESSED VALUE FROM $104,625.00 TO $93,325.00 AND TAXES FROM $863.00 TO $770.00. REFUND OF $93.00 DUE TO ORIGINAL PROPERTY RECORD CARD DRAWN INCORRECTLY PER MAURY COUNTY TAX ASSESSOR.

11. REFUND PARTIAL 2024 PROPERTY TAX IN THE NAME OF COGER TREMAYNE L ETUX HOLLY. MAP 051A C 025.00, 2739 NOTTINGHAM DR. PROPERTY VALUE FROM $418,500.00 TO $373,300.00, ASSESSED VALUE FROM $104,625.00 TO $93,325.00 AND TAXES FROM $863.00 TO $770.00. REFUND OF $93.00 DUE TO ORIGINAL PROPERTY RECORD CARD DRAWN INCORRECTLY PER MAURY COUNTY TAX ASSESSOR.

12. PICK UP ROLLBACK TAXES IN THE NAME OF MERITAGE HOMES OF TENNESSEE INC. MAP 112 002.03 S/I 001, TROTWOOD AVE N OF. SUPPLEMENT ROLLBACK TAXES FOR 2023, 2024, AND 2025 TAX YEARS ON 87.08 ACRES IN THE AMOUNT OF $3,088.00 ON THE 2025 TAX ROLL, PER MAURY COUNTY TAX ASSESSOR.

13. PICK UP ROLLBACK TAXES IN THE NAME OF MERITAGE HOMES OF TENNESSEE INC. MAP 112 010.07 S/I 001, 6432 OLD ZION RD. SUPPLEMENT ROLLBACK TAXES FOR 2023, 2024, AND 2025 TAX YEARS ON 187.08 ACRES IN THE AMOUNT OF $968.00 ON THE 2025 TAX ROLL, PER MAURY COUNTY TAX ASSESSOR.

14. PICK UP ROLLBACK TAXES IN THE NAME OF MERITAGE HOMES OF TENNESSEE INC. MAP 112 009.00 S/I 002, TROTWOOD AVE. SUPPLEMENT ROLLBACK TAXES FOR 2023, 2024, AND 2025 TAX YEARS ON 47.48 ACRES IN THE AMOUNT OF $3,557.00 ON THE 2025 TAX ROLL, PER MAURY COUNTY TAX ASSESSOR.

15. PICK UP ROLLBACK TAXES IN THE NAME OF TPG AG EHC III (MTH) MULTI STATE LLC. MAP 112 009.0 S/I 001, 6150 TROTWOOD AVE. SUPPLEMENT ROLLBACK TAXES FOR 2023, 2024, AND 2025 TAX YEARS ON 126.00 ACRES IN THE AMOUNT OF $6,679.00 ON THE 2025 TAX ROLL, PER MAURY COUNTY TAX ASSESSOR.

16. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF PINEWOOD SPRINGS DBA TRISTAR/MAURY BEHAVIORAL HEALTHCARE LLC. MAP 089 041.10 P 500, 1001 N JAMES M CAMBELL BLVD. PROPERTY VALUE $88,178.00, ASSESSED VALUE $20,945.00, AND TAXES $173.00. PICKUP DUE TO 2025 AUDIT, PER MAURY COUNTY TAX ASSESSOR.

17. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF PINEWOOD SPRINGS DBA TRISTAR/MAURY BEHAVIORAL HEALTHCARE LLC. MAP 089 041.10 P 501, 1001 N JAMES M CAMBELL BLVD. PROPERTY VALUE $99,434.00, ASSESSED VALUE $29,830.00, AND TAXES $246.00. PICKUP DUE TO 2025

AUDIT FOR 2024 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

18. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF ROOF SYSTEMS INC. MAP 113D H 018.00 P 500, 202 NICHOLAS LONG DR. PROPERTY VALUE $77,308.00, ASSESSED VALUE $23,349.00, AND TAXES $193.00. PICKUP DUE TO 2025 AUDIT, PER MAURY COUNTY TAX ASSESSOR.

19. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF ROOF SYSTEMS INC. MAP 113D H 018.00 P 500, 202 NICHOLAS LONG DR. PROPERTY VALUE $103,594.00, ASSESSED VALUE $31,078.00, AND TAXES $256.00. PICKUP DUE TO 2025 AUDIT FOR 2024 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Kristie Basile, Senior Administrative Assistant, kbasile@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: RESOLUTION NO. 26-33 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING HOWELL RESIDENCE - W 7TH STREET

RECOMMENDATION: Approve Resolution No. 26-33.

INFORMATION: Howell Residence - W 7th Street consists of 100 linear feet of 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. 26-33 Lien Affidavit
Resolution No. 26-33 Dedication Letter
Resolution No. 26-33

A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING HOWELL RESIDENCE, WEST 7TH STREET

WHEREAS, the City of Columbia has been requested to accept ownership and maintenance of 100 linear feet of gravity main serving Howell Residence, West 7th Street; 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 Howell Residence, West 7th Street.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 14th day of May, 2026.

_____

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

_____

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:

_____

JAKE HUBBELL, CITY ATTORNEY

Date: 3 February 2026

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 Howell Residence - W 7th Street in the amount of 100 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 $2,425.00, set to expire one year from date of Council acceptance.

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

Sincerely,
Signed:

M Seth Howell

Print:

M. Seth Howell - Owner, Howell Building Group LLC

Lot Numbers included in this dedication:

2D

AFFIDAVIT
TO
CITY OF COLUMBIA, TENNESSEE

Project: Howell Residence - W 7th Street

This is hereby an affidavit documenting there are no liens against the sewer improvements amounting to 100 linear feet to service the property referenced above and an agreement to indemnify and hold harmless from any which may be asserted against same.

OWNER: Howell Building Group, LLC

SIGNATURE: _____

DATE: 2/3/26

State of Tennessee County of Maury

Personally appeared before me, the undersigned authority, a Notary Public in and for said County, the within named Howell Building Group, LLC, OWNER, with whom I am personally acquainted or provided to me on the basis of satisfactory evidence and who acknowledged that he, Howell Building Group, LLC, OWNER signed the foregoing (Affidavit) instrument for the purpose herein contained.

Witness our hands and seal at 816 S. Garden St. Columbia this the 3rd day of FEBRUARY, 2026.

_____
Notary Public Signature

Commission Expiration: 9/22/2027

KENLEIGH MOORE
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Kristie Basile, Senior Administrative Assistant, kbasile@columbiatn.gov, 931-560-1010

AGENDA ITEM TITLE: RESOLUTION NO. 26-34 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING THE LANDINGS AT GREENS MILL PHASE 2A

RECOMMENDATION: Approve Resolution No. 26-34.

INFORMATION: The Landings at Greens Mill Phase 2A consists of 4031 linear feet of 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. 26-34 Lien Affidavit
Resolution No. 26-34 Dedication Letter
Resolution No. 26-34

A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING THE LANDINGS AT GREENS MILL PHASE 2A

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 4031 linear feet of gravity main serving The Landings at Greens Mill Phase 2A; 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 Phase 2A.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the 14th day of May, 2026.

_____

CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

_____

THAD H. JABLONSKI - CITY RECORDER

LEGAL FORM APPROVED:

_____

JAKE HUBBELL, CITY ATTORNEY

AFFIDAVIT
TO
CITY OF COLUMBIA, TENNESSEE

Project: The Landing at Greens Mill Phase 2A

This is hereby an affidavit documenting there are no liens against the sewer improvements amounting to 4031 linear feet to service the property referenced above and an agreement to indemnify and hold harmless from any which may be asserted against same.

OWNER: Safe Harbor Residential

SIGNATURE: _____
Charles Moore

DATE: 9/23/2025

State of Tennessee County of Williamson

Personally appeared before me, the undersigned authority, a Notary Public in and for said County, the within named Safe Harbor Residential, OWNER, with whom I am personally acquainted or provided to me on the basis of satisfactory evidence and who acknowledged that he, Safe Harbor Residential, OWNER signed the foregoing (Affidavit) instrument for the purpose herein contained.

Witness our hands and seal at Brentwood, Tn this the 23rd day of September, 2025.

_____
Notary Public Signature

Commission Expiration: 03/21/2026

MARTHA DAUGHETEE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
MY COMMISSION EXPIRES MARCH 21, 2026

Date: 4 September 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 Landing at Greens Mill Phase 2A in the amount of 4031 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 $97,751.75, 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: Charles Moore

Lot Numbers included in this dedication:

1024, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1181, 1180, 1179, 1178, 1177, 1176, 1175, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241

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. 26-35 - RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING

RECOMMENDATION: Approve Resolution No. 26-35

INFORMATION: CPWS has requested City Council approve this low interest financing utilizing the State Revolving Loan to help fund long-range water supply.

CERTIFICATION:

ATTACHMENTS: Staff Report, Resolution No. 26-35, Exhibit A.

RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.

WHEREAS, the City of Columbia, Tennessee is a public corporation in Tennessee (the "Municipality"); and

WHEREAS, the Municipality has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a water facilities project, Department of Environment and Conservation Number 2024-10571 (the "Project"), in and for the Municipality; and

WHEREAS, Drinking Water Revolving Loan Fund Act of 1997, Tennessee Code Annotated, Sections 68-221-1201 et seq., provide for the lending of funds in the water facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for project loans; and

WHEREAS, the Municipality has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

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

Section 1. The creation of indebtedness on behalf of the Municipality in the principal amount of seventy-five million dollars ($75,000,000) by the obtaining of a project loan is hereby approved.

Section 2. The Mayor, or his designee, is hereby authorized to execute and deliver the application for a project loan in the principal amount of seventy-seven million dollars ($75,000,000) for the purpose of funding all or a portion of the total estimated cost of the Project, which is one hundred thirty-five million dollars ($135,000,000).

Section 3. The form, terms, and provisions of the agreement for the project loan among the Municipality, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority (the "Loan Agreement"), attached hereto as Exhibit A, are hereby approved.

Section 4. The Municipality hereby agrees to honor and accept the method of financing as may be determined by the Tennessee Local Development Authority pursuant to the Loan Agreement.

Section 5. The Municipality hereby agrees to make monthly payments on the project loan in accordance with a Payment Schedule, which shall be determined upon substantial completion of the Project and attached to the Loan Agreement. Such monthly payment shall be made in equal installments for a period extending no longer than twenty years from the date of substantial completion of the Project.

Section 6. The Municipality hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project loan in accordance with the Loan Agreement. The Municipality also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the water system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 7. The Municipality assigns and pledges its Unobligated State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Municipality to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Municipality hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed in the Application.

Section 9. The Municipality hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The Mayor, or his designee, is authorized and directed to execute the Loan Agreement, and any amendments of supplements to the Loan Agreement, in the name and behalf of the Municipality; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Municipality of such documents; and to take such further action and to execute and deliver such further instruments or documents as the Mayor, or his designee, may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the Mayor, or his designee, to approve any increase in the amount of the Project loan.

Section 11. The Municipality intends for the Loan Agreement to constitute an additional series of revenue debt obligations issued under the authority of its master water revenue bond resolution, adopted by the City Council of the Municipality on April 9, 2026, as heretofore supplemented and amended (the "Master Water Bond Resolution"), Capitalized terms in the remainder of this Section 11 shall have the meanings ascribed by the Master Water Bond Resolution. As a series of debt obligations issued under the Master Water Bond Resolution, the Loan Agreement will be payable from and secured by the Pledged Collateral on parity with the Municipality's outstanding Water System Revenue Anticipation Notes, Series 2023 and Water System Revenue Anticipation Notes, Series 2025 and with the Municipality's authorized but yet to be issued Water System Revenue Bond, Series 2026 (WIFIA Loan). The Loan Agreement shall not constitute an Additionally Secured Series for purposes of the Master Water Bond Resolution. For purpose of the Master Water Bond Resolution, the Municipality hereby appoints the Director of Finance of Columbia Power and Water Systems to serve as the Paying Agent for the Loan Agreement. There shall be no Bond Registrar with respect to the Loan Agreement. The Mayor, in consultation with the Municipality's bond counsel, is hereby authorized to approve revisions to the form of Loan Agreement regarding (i) the pledge of the Pledged Collateral and (ii) remedies upon an event of default under the Master Water Bond Resolution, in order to ensure that the terms of the Loan Agreement are consistent with the terms of the Master Water Bond Resolution.

Section 12. All orders, resolutions, or ordinances in conflict with this resolution are and the same are repealed insofar as such conflict exists.

(remainder of page intentionally left blank)

Section 13. This Resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

Adopted and approved this ____ day of _____, 2026:

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

[SEAL]

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

Exhibit A

50020270.3

Department of Environment & Conservation

VIA EMAIL

April 21, 2026

Chaz Molder, Mayor
City of Columbia, Columbia Power and Water System
201 Pickens Lane
Columbia, Tennessee 38402

RE: Encumbrance Letter – Drinking Water State Revolving Fund Loan 2024-10571; Columbia Power and Water System

Dear Mayor Molder:

The Tennessee Department of Environment and Conservation (TDEC), through its Drinking Water State Revolving Fund (DWSRF) Program, is pleased to issue this Encumbrance Letter to Columbia Power and Water System in support of the city's long-term drinking water system improvements.

TDEC recognizes the critical importance of these projects to the health, safety, and economic vitality of the community. In support of this critical infrastructure investment, the DWSRF hereby encumbers seventy-five million dollars ($75,000,000) for the Water Treatment Plant Expansion subject to compliance with all applicable federal and state regulations.

1. Conditions of Encumbrance

The DWSRF hereby encumbers the funds identified above for Columbia Power and Water System contingent upon satisfaction of the following:

1. Timely submission of annual financial audits to the State of TN Comptroller's office;
2. Demonstrated ability to manage debt service via an SRF financial sufficiency review;
3. TDEC approval of engineering design plans and environmental reviews, if applicable;
4. Continued availability of funds within the DWSRF at the time of loan closing.

2. Encumbrance Package

Columbia Power and Water System is now authorized to move forward with the loan process. Using the attached Public Meeting Guidance, conduct the required public meeting(s) and pass an Authorizing Resolution. A resolution template is provided for reference but is not required. Then, return all required documentation to SRF by uploading it into the GMS Current Documents tab of the CPWS application (2024-10571).

3. Loan Terms

If all conditions are met, the borrower can expect an agreement with the following loan terms. The loan agreement **is not considered to be executed** until it is presented to the Tennessee Local Development Authority (TLDA) board, approved and signed by all parties. **No funds can be spent prior to loan execution.**

The proposed loan terms:

- **Interest Rate:** 3.06%
- **Repayment Period:** 30 years
- **Principal Forgiveness:** none ($0)
- **Security:**
    - **Towns, Cities, and Counties**
      Security is provided through user fees and/or ad valorem taxes in the form of pledged State-Shared Taxes equal to maximum annual debt service.
    - **Utility Districts and Commissions**
      Security is provided through user fees and a required security deposit equal to maximum annual debt service.
    - **Estimated Annual Debt Service:** $3,824,730 (*subject to change upon loan execution*)

DWSRF loans are subject to, but not limited to, the following general contract terms and conditions:

- Compliance with all applicable federal and state requirements, including:
    - Davis-Bacon Act labor standards,
    - American Iron and Steel provisions, and
    - Build America, Buy America Act
- Disbursement Method: Cost-reimbursement basis upon approval of eligible expenses by DWSRF
- Timely and expeditious use of funds, including:
    - Loan borrowers will be required to draw on an issued SRF loan within the first six months of award,
    - Loans may be subject to closure if disbursements aren't submitted in a timely manner, at least quarterly,
    - Borrowers with more than one loan must work to complete and move into repayment for the initial loan prior to SRF executing a companion loan.

4. Term of Encumbrance

This Encumbrance Letter shall remain valid for **sixty (60) days** from the date of issuance. TDEC reserves the right to amend, withdraw, or adjust this commitment based on project progress, compliance status, or funding availability. Extensions may be granted upon written request and TDEC approval.

TDEC values its ongoing partnership with Columbia Power and Water System and acknowledges your commitment in advancing a sustainable, resilient, and high-quality drinking water system for the residents and businesses of Tennessee. We look forward to working closely with your team to deliver this vital investment.

Sincerely,

Vena Jones, P.G., Manager
State Revolving Fund & Water Infrastructure Grants
Tennessee Department of Environment and Conservation
Division of Water Resources
Drinking Water State Revolving Fund Program

DRINKING WATER STATE REVOLVING FUND PROJECT
LOAN AGREEMENT
APPLICANT NAME
LOAN NUMBER

This Loan Agreement is entered into by and between the State of Tennessee, acting through the Department of Environment and Conservation (the "Department") and the Tennessee Local Development Authority (the "Authority"), and the (insert name of entity) (the "Borrower"), which is an entity authorized to own, operate, and manage a water system or systems. The purpose of this Loan Agreement is to provide the financing of all or a portion of a water facility by the Borrower. The Borrower applied for financing on (insert date of application), and such application is hereby incorporated into this Loan Agreement.

1) DEFINITIONS.

Unless the context in this Loan Agreement indicates another meaning, the following terms shall have the following meaning:

a) **"Act"** means the Drinking Water Revolving Loan Fund Act of 1997, Tenn. Code Ann. §§ 68-221-1201 to -1207, as amended, and rules and regulations promulgated thereunder;

b) **"Administrative fee"** means the fee to be collected by the Authority for administration of the loan in accordance with the Act

c) **"Agreement"** means this Loan Agreement providing financing for the Project from the Fund;

d) **"Equivalency Project"** means a Project(s) having a Project Cost(s) in an amount equal to the funds directly made available by a United States Environmental Protection Agency ("EPA") capitalization grant, making the funding for those Project(s), "federal funds" or "federal financial assistance," in certain contexts.

e) **"Facility"** means a water system;

f) **"Facilities Plan"** means a planning document prepared before a detailed design that: identifies the need for the Project; evaluates reasonable alternatives to address that need; and analyzes the feasibility, cost, and potential environmental impacts of the Project.

g) **"Fund"** means the drinking water revolving loan fund created by the Act;

h) **"Initiation of Operation"** means the date when all but minor components of the Project have been built, all treatment equipment is operational, and the Project is capable of functioning as designed and constructed;

i) **"Obligations"** means bonds, notes, and any other evidence of indebtedness lawfully issued or assumed by the Borrower;

j) **"Pre-award Costs"** are eligible costs incurred prior to the effective date of the Agreement directly pursuant to the negotiation and in anticipation of the Agreement where such costs are necessary for efficient and timely performance of the scope of work for the Project.

k) **"PRL"** means the Priority Ranking List, which is the Department's official, annually updated list ranking all submitted drinking water infrastructure projects according to their priority score.

l) **"Project"** means the activities or tasks concerning a facility described in the application submitted by the Borrower to be financed pursuant to this Agreement;

m) **"Project Budget**" means the detailed, approved cost estimates of all eligible costs associated with the Project funded by this Agreement. The Project Budget must have been submitted by the Borrower as part of its loan application and approved by the Department.

n) **"Project Cost"** means the total amount of funds necessary to complete the Project;

o) **"Project Loan"** means the funds loaned from the Fund to finance the Project and, except for principal forgiven, if any, required to be repaid pursuant to this Agreement;

p) **"Revenues"** means all income received or receivable by the Borrower from the Project, including, but not limited to:

i) Fees, rents, tolls, rates, rentals;
ii) Interest earnings;
iii) Other charges related to the water system;
iv) Income from agreements with utilities, local governments, local government instrumentalities, the state, state or federal agencies for the use of or in connection with the water system; or
v) all other charges, income, or receipts levied and collected in connection with the operation of the water system.

q) **"State"** means the state of Tennessee acting through the Department and the Authority, jointly or separately, as the context requires;

r) **"SRF"** mean, collectively, the state of Tennessee's clean water and drinking water state revolving funds;

s) **"State-Shared Taxes"** has the meaning established by Tennessee Code Annotated section 4-31-102(20), as amended; and

t) **"Unobligated State-Shared Taxes"** means State-Shared Taxes which have not been pledged or applied to any other prior indebtedness.

2) PROJECT.

a) **Description.**
The description of the Project is as described in the application submitted by the Borrower.

b) **Funding Sources.**
The Borrower estimates the total Project Cost to be ($numerical dollar amount) which is expected to be funded as follows:

Project Loan (less principal forgiveness, if applicable)	$
Principal Forgiveness (if applicable)	$
Local Funds	$
Other Funds	$
TOTAL	$

c) **Type of Project. (Please check one)**

i) ☐Planning. (Project schedule is required)
The following project schedule is established:
(1) Submission of facilities plans on or before (insert date).

ii) ☐Planning and Design. (Project schedule is required)
The following project schedule is established:
(1) Submission of facilities plans on or before (insert date).
(2) Submission of engineering plans and specifications on or before (insert date).

iii) ☐Planning, Design, and Construction. (Project schedule is required)
The following project schedule is established:
(1) Submission of engineering plans and specifications on or before (insert date).
(2) Start construction on or before (insert date).
(3) Initiate operation on or before (insert date).
(4) Complete construction on or before (insert date).

iv) ☐Construction Only. (Project schedule is required)
The following project schedule is established:
(1) Submission of engineering plans and specifications on or before (insert date).
(2) Start construction on or before (insert date).
(3) Initiate operation on or before (insert date).
(4) Complete construction on or before (insert date).

The Borrower may request in writing that the Department amend the Project schedule for good cause.

The written request to amend the Project schedule above should be submitted to the Department at least 60 days prior to the end date of the milestones established above. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended Project schedule.

Failure to adhere to the Project schedule established above or secure an amended Project schedule from the Department will constitute a breach of contract, and may result in any or all of the following: loss of principal forgiveness, loss of interest rate reduction, or cancellation of the loan. The Department may also pursue any and all other applicable legal remedies.

DRAFT

d) **Land Ownership, Easement, Right-of-Way, and Right of Access.** Before plans and specifications for a construction loan will be approved by the Department, the Borrower must own any required interests in real property or written permissions required by law for the specific Project.

☐By checking this box, the Borrower certifies that all property, easements, rights-of-way, or access rights necessary to construct the Project are owned or, in the case of right-of-way or access rights, are permitted for use by the Borrower.

☐By checking this box, the Borrower certifies that it has acquired or has entered into condemnation proceedings for all real property including easements and rights-of-way that are or will be required for the construction (erection, extension, modification, addition), operation, and maintenance of the Project funded under this Agreement.

3) PROJECT FILES.

The State and the EPA shall have access to the official project files and job site.

4) ASSET MANAGEMENT PLAN REQUIREMENTS

The Borrower must develop or certify it has developed an Asset Management Plan (AMP) that includes:

a) an inventory of critical assets that are a part of the Facility;

b) an evaluation of the condition and performance of inventoried assets or asset groupings;

c) a certification that the Borrower has evaluated and will be implementing water and energy conservation efforts as part of the Project; and

d) a plan for maintaining, repairing, and as necessary, replacing the Facility and a plan for funding such activities; or

e) ☐By checking this box, the Borrower certifies that an AMP will be developed and implemented for the Facility that is proposed for repair, replacement, or expansion.

f) ☒By checking this box, the Borrower certifies that an AMP has been developed and implemented for the Facility that is proposed for repair, replacement, or expansion.

The AMP must be completed by a notice to proceed to start construction activities. The State and/or the EPA shall have access to the AMP for review upon the first interim construction inspection site visit.

5) LOAN.

a) **Loan and use of proceeds.**

The State shall lend to the Borrower from funds available in the Fund an aggregate principal amount not to exceed (insert amount) to bear interest as described in (b) below. The Project Loan shall be used by the Borrower for completion of the Project and, if construction is

included, in accordance with engineering plans and specifications and special conditions, approved and required by the Department and hereby incorporated into this Agreement.

b) **Interest rate.**
The rate of interest for this Project Loan is (insert rate), which is the rate approved by the Authority at the meeting at which this Project Loan was approved and stated on the payment schedule which is incorporated into and attached to this Agreement.

c) **Administrative fee.**
The Authority shall collect a fee equal to eight basis points of the total Project Loan, where one basis point is equal to one-hundredth of one percent (0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount as stated on the payment schedule.

d) **Payment schedule.**
The Borrower expressly agrees to make all payments of principal and interest in accordance with the payment schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the payment schedule shall not be deemed to be an amendment of this Agreement.

6) REPAYMENT OF PROJECT LOAN.

a) **Payments.**

i) The Borrower promises to repay to the order of the State the Project Loan plus interest, payable in installments on the 20th day of each month in accordance with the payment schedule established by the Authority and attached to this Agreement. The payment schedule will require payments of interest to begin only after the first disbursement. The payment schedule will require repayments of principal to begin the earlier of:

(1) Within 90 days after Initiation of Operation of the Project for construction loans or within 2 years of loan approval for planning and design loans;

(2) Within 120 days after 90% of the Project Loan has been disbursed;

ii) Notwithstanding any other terms in this Agreement, the Authority may agree in the instance of a newly created Facility, regionalization of Facilities, consolidation of Facilities, or for other good cause shown to defer the commencement of principal repayment for no more than one year after Initiation of Operation of the Project. To apply for this deferment, the Borrower shall submit to the Department and the Authority its request and reasoning. Such grant of a deferment is in the Authority's sole discretion, in consultation with the Department.

b) **Reduction.**

i) The Project Loan, and the required payments made pursuant to the payment schedule, shall be reduced to reflect:

(1) Funding not listed in Section 2(b) which subsequently becomes available; or

(2) The amount actually disbursed by the State to the Borrower pursuant to the Agreement as the Project Loan.

ii) If any of the conditions set out in Section (b)(i) occur, a new payment schedule reflecting such changes shall be submitted to the Borrower to be attached to this Agreement, superseding any previous schedules.

c) **Prepayment.**
The Borrower, at its option, may prepay all or any portion of the Project Loan.

d) **Principal Forgiven.**
A portion of the original principal amount of the Project Loan may be forgiven by the State. The principal forgiven shall be (insert %) of the original principal amount of the Project Loan, or if the full original amount of the Project Loan is not used, then (insert %) of the amount of the Project Loan actually disbursed. Notwithstanding any other terms in this Agreement, no interest shall accrue on the amount of principal forgiven pursuant to this Section.

7) DISBURSEMENT OF PROJECT LOAN.

a) **Payment Methodology.**
The Borrower shall receive disbursements of the Project Loan only for actual, reasonable, and necessary costs based upon the current approved Project Budget, not to exceed the Project Loan amount. Upon progress toward the completion of the Project, the Borrower shall submit disbursement requests, including invoices and supporting documents of actual expenditures, prior to any reimbursement of allowable costs.

b) **Disbursement Request Requirements.**
The Borrower shall request disbursement from the State no more often than monthly, and no less often than quarterly, with all necessary supporting documentation. Each disbursement request shall be sent electronically to the contact below and shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):

i) Addressed to:
Department of Environment and Conservation
State Revolving Fund Loan Program

ii) Via Email: SRF.Payments@tn.gov

iii) Reference Number (assigned by the Borrower).

iv) Date.

v) Period to which the disbursement request is applicable.

vi) Project Loan Number (assigned by the Department).

vii) Borrower Name.

viii) Borrower Tennessee Edison Registration ID Number Referenced in Preamble of this Agreement.

ix) Borrower Remittance Address.

x) Borrower Contact for Invoice Questions (name, phone, or email).

xi) Itemization of Disbursement Requested for the Disbursement Period— must detail, at minimum, all of the following:
   i. The amount requested by Project Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
   ii. The amount disbursed by Project Budget line-item to date.
   iii. The total amount disbursed under the Project Loan to date.
   iv. The total amount requested (all line-items) for the Disbursement Period.

c) **Additional Disbursement Requirements.:**

i) A disbursement request shall not include any request for future expenditures.

ii) The Borrower may request disbursements for eligible expenditures incurred during the period of performance, which is [DATE] to [DATE].

iii) Disbursement requests must begin on or before (insert date six months from Agreement start date).

iv) The Borrower may request Pre-award Costs; however, such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Agreement and are compliant with the following:
   (1) The Project appears on the PRL as a planning, design, and construction loan.
   (2) The Borrower has provided a budget establishing fees for SRF-eligible professional services.
   (3) The Borrower followed all applicable procurement requirements.

   If charged to the Agreement, costs must be charged to the initial budget period of the award, unless otherwise specified by the EPA or the State.

v) **Planning Loans Only**
   (1) The maximum allowable disbursement is 80% of the loan until a Facilities Plan is **received** by the Department.
   (2) The maximum allowable disbursement is 90% of the loan until a Facilities Plan is **approved** by the Department.

vi) **Planning and Design Loans Only**
   (1) The maximum allowable disbursement is 80% of the planning fees until a Facilities Plan is **received** by the Department.

(2) The maximum allowable disbursement is 90% of the planning fees until a Facilities Plan is **approved** by the Department.
(3) The maximum allowable disbursement is 80% of the Design Loan or design fees until plans and specifications are **received** by the Department.
(4) The maximum allowable disbursement is 90% of the Design Loan or design fees until plans and specifications are **approved** by the Department.

d) **Budget Line-items.**
Expenditures and disbursements shall adhere to the Project Budget. Any increases or decreases within the Project Budget's grand total amounts shall require the Borrower to submit a request to amend the Project Budget and receive approval from the Department.

e) **Travel Compensation.**
Disbursement to the Borrower for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Project Budget funding for said disbursement.

f) **Procurement**.
If other terms of this Agreement allow disbursements for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Borrower shall maintain documentation for the basis of each procurement for which a disbursement is made pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision to use of a non-competitive procurement.

g) **Retainage**.
i) All construction contracts for the Project may provide for the withholding of retainage in compliance with Tennessee Code Annotated sections 66-34-101 to -104.

ii) The State will not disburse Loan Funds to cover contractor retainage unless the Borrower is disbursing retainage to an escrow account and provides proof of the deposit, or until the Borrower provides proof that it paid retained funds to the contractor.

h) **Request for Disbursement as Certification.**
Each request by the Borrower for disbursement of the Project Loan shall constitute a certification by the Borrower that all representations made in this Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or to repay the Project Loan plus interest have occurred since the date of this Agreement unless specifically disclosed in writing by the Borrower in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the State.

i) **Payment Certification.**
After the Department has certified and the Authority has approved a request for disbursement, the Authority will disburse the Project Loan during the progress of the Project. Each disbursement shall be by electronic funds transfer, or such other form of payment as specified in the payment schedule and shall be equal to that portion of the unpaid principal amount incurred to the date of the Borrower's request for disbursement. The amount of any principal forgiven shall be allocated on a pro-rata basis to each disbursement made.

j) **90% of the Project Loan.**
No more than 90% of the Project Loan shall be paid to the Borrower prior to:
(1) the completion of Project construction;
(2) the facilities constituting the Project being, in the opinion of the Department, in proper operation; and
(3) the Department approving the Project. Following approval of the Project by the Department, the remaining 10% of the Project Loan may be paid to the Borrower. Provided, however, that if this Project Loan is for planning or planning and design, payments may be made prior to the completion of construction of the Project for the full amount of costs associated with the planning or planning and design.

8) ADDITIONAL FUNDING REQUEST.

a) **Increase in Project Loan.**
If the final Project Cost is greater than estimated in Section 2(b), then the Project Loan may be increased by an amendment, or a separate companion or supplemental loan agreement, executed by the parties to this Agreement if the following conditions are fulfilled:

i) Amounts in the Fund are authorized and available for such increase;
ii) The increased Project Loan otherwise meets the applicable statutory requirements and the rules adopted thereunder; and
iii) Such increase in this Project Loan does not result in any violation or breach of any contract, resolution, or ordinance of the Borrower.

b) **Loan Number and Interest Rate.**
If Borrower's additional funding request is approved, a companion or supplemental loan will be issued with a new loan number and the current interest rate will be applied.

c) **Repayment.**
If the Borrower receives additional SRF funding through a separate companion or supplemental loan, the Borrower shall be required to request disbursements sufficient to trigger repayment of each prior loan, in the order such loans were awarded, before the Borrower can request disbursements under a subsequent loan.

d) **Other Amendments and Modifications.**
Any other amendment or modification of this Agreement must first be approved by the Authority and must be in writing executed by the parties to this Agreement.

9) DEFAULT OR DELAY OF PROJECT PERFORMANCE.

a) **Notice of Default or Delay**

The Borrower shall provide written notice to the Department within 30 days of becoming aware of any event that prevents or causes the default or delay in the performance of its obligations under this Agreement. The written notice should describe in reasonable detail the nature of the default or delay and any efforts, workaround plans, alternative sources, or other means being conducted to resume performance. Regardless of whether the Borrower provides notice or not, if the Borrower's failure to perform is longer than 180 days, the Department may, upon notice to Borrower: (a) cancel principal forgiveness; or (b) cancel the loan funding, in whole or in part, and place the loan in repayment. The Borrower may reapply for another SRF loan if the Department and the Authority, in their sole discretion, determine that a new SRF loan made to the Borrower would not encounter additional defaults or delays.

b) **Unilateral Repayment or Default**
If a Project Loan becomes eligible for disbursement, and a Borrower fails to submit a disbursement request within one year of the start of such eligibility, the Department may unilaterally place the Project Loan into repayment and/or consider the Borrower to be in breach of this Agreement. This requirement applies to each Agreement for a Project Loan for the Project.

10) TERMINATION FOR CONVENIENCE.

The State may terminate this Project Loan without cause for any reason. A termination for convenience shall not be a breach of this Agreement. The State shall give the Borrower at least 30 days' written notice before the effective termination date. The Borrower shall be entitled to disbursement of loan funds for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Borrower for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Borrower shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount from the State for its exercise of its right to terminate this Agreement for convenience. The Borrower shall remain responsible for repayment of Project Loan funds disbursed. The repayment schedule and the Borrower's obligation to pay shall survive the termination of this Agreement.

11) TERMINATION FOR CAUSE.

If the Borrower fails to properly perform its obligations under this Agreement, or if the Borrower violates any terms of this Agreement, the State shall have the right to immediately terminate this Agreement and withhold payments in excess of approved disbursements for completed services. Notwithstanding the exercise of the State's right to terminate this Agreement for cause, the Borrower shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Agreement by the Borrower.

12) REPRESENTATIONS AND PLEDGES OF BORROWER.

The Borrower hereby represents, agrees, and covenants with the State as follows:

a) To construct, operate, and maintain the Project in accordance, and to comply, with all applicable federal and state statutes, executive orders, rules, regulations, guidelines, and loan conditions, including, but not limited to, those set forth on Attachment A of this Agreement;

b) To comply with:

   i) The Project schedule, engineering plans and specifications, and any and all special conditions established and/or revised by the Department; and

   ii) Any special conditions established and/or revised by the Authority including, but not limited to, the Authority's "State Revolving Fund Policy and Guidance for Borrowers" last revised November 24, 2025, with any amendments made as of the date of execution of the Project Agreement, the terms and conditions of which are adopted by reference as if fully set forth herein;

c) To commence operation of the Project on its completion and not to contract with others for the operation and management of, or to discontinue operation or dispose of, the Project without the prior written approval of the Department and the Authority;

d) To provide for the Borrower's share of the cost of the Project;

e) To advise the Department before applying for federal or other state assistance for the Project;

f) To establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to cause to be made an annual audit acceptable to the Comptroller of the Treasury of the financial records and transactions covering each fiscal year; and to furnish a copy of such audit to the Authority. In the event of the failure or refusal of the Borrower to have an annual audit prepared, then the Comptroller of the Treasury may appoint an accountant or direct the Department of Audit to prepare an audit at the expense of the Borrower;

g) To provide and maintain competent and adequate engineering supervision and inspection of the Project to ensure that the construction conforms with the engineering plans and specifications approved by the Department;

h) To abide by and honor any further guarantees or granting of security interests as may be required by the State which are not in conflict with state or federal law;

i) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;

j) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part;

k) The Borrower is subject to the jurisdiction of the Tennessee Board of Utility Regulation, (the "Board") Tennessee Code Annotated sections 7-82-701 to 710. If the Authority, in its sole discretion, determines that the Borrower's obligations under this Agreement have been or may be impaired, the Authority may refer the Borrower to the Board. In the event of default under this Agreement, the Authority shall refer the Borrower to the Board. In such event, the

Borrower covenants, to the extent permitted by law, to request advisory technical assistance from the Board and to request that the Board propose any and all management, fiscal and/or rate changes necessary to enable the Borrower to fulfill its obligations to the Authority under this Agreement. The Borrower agrees to supply the Board with any information that the Board may request in connection with its analysis of the Borrower's system. The Borrower agrees that it will implement any and all technical, management, fiscal and/or rate changes recommended by the Board and determined by the Authority to be required for the Borrower to fulfill its obligations to the Authority under this Agreement.

Towns, Cities, and Counties Only.

l) To receive the approval of the Authority prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be on parity or superior to the lien position created under this Agreement;

m) To notify the Assistant Secretary to the Authority in writing prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be subordinate to the lien position created under this Agreement;

n) To receive the approval of the Authority prior to pledging or encumbering the Borrower's State-Shared Taxes;

Private Utilities, Utility Districts, & Commissions Only.

o) To establish and collect, and to increase user fees and charges sufficient to meet a 1.20X debt service coverage to net revenues. Net revenues are gross earnings, fees and charges, less current expenses. Current expenses are those incurred in the operation of the system, determined in accordance with generally accepted accounting principles, including the reasonable and necessary costs of operating, maintaining, repairing, and ensuring the system, salaries, wages, cost of material and supplies, and insurance premiums, but shall specifically exclude depreciation and debt service payments;

p) No additional debt payable from Revenues will be issued or entered into unless:

   i) Prior approval is received from the Authority;
   ii) The annual audit required by the terms of this Agreement for the most recent fiscal year has been delivered within six months after the end of such fiscal year;
   iii) The terms of this Agreement are met for the most recent fiscal year;
   iv) The net revenues of the system for the next three fiscal years ending after the issuance of the additional debt will be sufficient to comply with the terms in this Agreement; and
   v) The Borrower has adopted a revised schedule of rates and fees and taken action to put such revisions in effect at or prior to the issuance of the additional debt.

13) SECURITY AND DEFAULT.

a) **Towns, Cities, and Counties Only.** As security for payments due under this Agreement, the Borrower pledges users' fees, and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Borrower covenants

to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess. The Borrower further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Borrower under this Agreement.

As further security for payments due under this Agreement, the Borrower pledges and assigns subject to the provisions herein its Unobligated State-Shared Taxes in an amount equal to the maximum annual debt service requirements under this Agreement. If the Borrower fails to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail a written notice of such failure to the Borrower within five days of such failure and the Authority shall suspend making disbursements until such delinquency is cured. If the Borrower fails to cure payment delinquency within 60 days of the receipt of such notice, such failure shall constitute an event of default under this Agreement and, in addition, the Authority shall notify the Commissioner of Finance and Administration of the State of Tennessee of the default of the Borrower and the assignment of Unobligated State-Shared Taxes under this Agreement. Upon receipt of such notice, the Commissioner shall withhold such sum or part of such sum from any State-Shared Taxes which are otherwise apportioned to the Borrower and pay only such sums necessary to liquidate the delinquency of the Borrower to the Authority for deposit into the fund. Borrower acknowledges that it has no claim on State-Shared Taxes withheld as permitted under this Agreement.

If the Borrower breaches any other provision of this Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Borrower within 30 days of the Authority learning of such breach. The Borrower's failure to cure the breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Agreement.

b) **Private Utilities, Authorities, Utility Districts, and Commissions Only.** As security for payments due under this Agreement, the Borrower pledges user fees and charges, and covenants and agrees that it shall increase such fees and charges as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Borrower further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Borrower under this Agreement.

Prior to the first disbursement of funds under this Agreement, the Borrower will deposit with the Authority an amount of funds equal to the maximum annual debt service (the "Security Deposit"). The amount of the Security Deposit will be adjusted to reflect adjustments in the payment schedule. The Authority will credit the Borrower with interest earnings on the Security Deposit on at least an annual basis pursuant to policy of the Authority.

As further security for payments due under this Agreement, the Borrower pledges, and assigns, subject to the provisions herein, any funds due to the Borrower from the State.

If the Borrower fails either to fully fund the Security Deposit as provided above or to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail written notice of such failure to Borrower within seven days of such failure and the Authority shall suspend making disbursements until such delinquency is cured. If

Borrower fails to cure payment delinquency within 15 days of the receipt of such notice, such failure shall constitute an event of default under this Agreement, and in addition, the Authority shall apply from the Security Deposit only the funds necessary to liquidate the amount of the delinquency of Borrower to the Authority as of that date. If the funds deposited in the Security Deposit are not sufficient to cure the delinquency, the Authority shall notify the Commissioner of Finance and Administration, and the Commissioner shall withhold such amount from any funds otherwise due to the Borrower from the State and pay such amount to the Authority for deposit into the Fund. The Borrower acknowledges that it has no claim on such funds withheld or paid over as permitted under this Agreement. The Borrower shall replenish the Security Deposit within 60 days from any withdrawal of funds from that account by the Authority to liquidate the delinquency as provided above. Failure to replenish the Security Deposit within 60 days shall constitute an event of default under this Agreement.

If the Borrower breaches any other provision of this Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Borrower within 30 days of the Authority learning of the breach. The Borrower's failure to cure any breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Agreement.

c) **Applicable to ALL.** Upon an event of default, the Authority may declare all unpaid principal and interest to be immediately due and payable as well as pursue all available legal and equitable remedies. The Borrower shall be responsible for all costs that the Authority incurs in enforcing the provisions of this Agreement after an event of default, including, but not limited to, reasonable attorneys' fees.

14) CONDITIONS PRECEDENT.

This Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority:

a) A general certificate of the Borrower certifying the resolution or ordinance authorizing the Borrower to enter into this Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;

b) An opinion of the attorney or special counsel to the Borrower stating:

i) The Borrower has been duly created and is validly existing and has full power and authority (under its charter and by-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Agreement;

ii) This Agreement is duly executed and constitutes a valid and binding contract of the Borrower, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors rights generally;

iii) This Agreement is not in conflict in any material way with any contracts, resolutions, or ordinances of the Borrower; and

iv) There is no litigation materially adversely affecting this Agreement or the financial condition of the Borrower;

c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges and any other fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Borrower;

d) An opinion of a licensed engineer as to the reasonableness of the Project Costs and as to the estimated completion date of the Project;

e) An accurate statement of the Borrower's outstanding loans and the Borrower's security for this Agreement, which shall be either the required Security Deposit, or, if applicable, the pledge of State-Shared Taxes.

f) An environmental review of the proposed Project meeting the requirements of 40 CFR 35.3580, as amended.

15) NONDISCRIMINATION.

The Borrower hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Borrower on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Borrower shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

16) PUBLIC NOTICE.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Borrower in relation to this Project Loan shall include the statement, "This project is funded by the Tennessee State Revolving Loan Program." All notices by the Borrower in relation to the Project Loan shall be approved by the Department.

17) RECORDS.

The Borrower and any approved subcontractor shall maintain documentation for all charges under this Project Loan. The books, records, and documents of the Borrower, insofar as they relate to work performed or money received under this Project Loan, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five full years from the date of the final payment. The Borrower records shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

a) The records shall be maintained in accordance with Governmental Accounting Standards Board Accounting Standards or the Financial Accounting Standards Board Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

b) In addition, documentation of grant or loan applications, budgets, reports, awards, and expenditures will be maintained in accordance with the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If applicable, loan expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law, and all Borrowers must comply with state and federal procurement requirements, as applicable. The Borrower shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

c) The Borrower shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Borrower shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

d) Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the Department, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

18) LICENSURE.

Any person performing work funded through this Agreement shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

19) STATE AUDIT REPORT.

The Borrower shall be audited in accordance with applicable Tennessee law. A copy of the audit report shall be provided to the Comptroller. Audit reports shall be made available to the public.

20) SINGLE AUDIT REPORTING (Equivalency Projects Only).

If this Project is an Equivalency Project, and the Borrower expends $1,000,000 or more of any type or combination of federal financial assistance within its fiscal year, the Borrower shall comply with the Single Audit Act, 31 U.S.C. § 7501, et seq, and its related regulations, 2 CFR 200, subpart F.

Confirmations of funds disbursed can be obtained from the Tennessee Comptroller of the Treasury, Division of Local Government Audit's Website at https://comptroller.tn.gov/. Any questions regarding sources of funds should be directed to the Department.

21) DAVIS-BACON ACT.

The Davis-Bacon and Related Acts, 40 U.S.C. 3141-3148, (DBRA) apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. The DBRA require contractors and subcontractors to pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The DBRA directs the Department of Labor to determine such locally prevailing wage rates. The DBRA applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The prevailing Davis-Bacon Act wage

provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of $100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBRA-covered contracts.

The Borrower will comply with the following:

a) The Borrower must adhere to the most current wage rate (DBRA) applicable to the project.

b) The bid advertisement for construction must state the wage rate requirements. The wage rate needs to be current at the bid opening.

c) The wage determination (including any additional classifications and wage rates conformed) and a WH-1321 - Davis-Bacon Poster English and a WH-1321 - Davis Bacon Poster Spanish must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen.

d) The wage rate information can be obtained at www.wdol.gov/.

Additionally. the Borrower shall comply with the EPA DBRA requirements as applicable, found at: www.epa.gov/system/files/documents/2023-10/dbra_requirements_for_contractors_and_subcontractors_under_epa_grants.pdf and https://www.epa.gov/system/files/documents/2023-10/dbra_requirements_for_contracts_in_excess_of_100_000_under_epa_grants.pdf.

22) AMERICAN IRON AND STEEL.

The American Iron and Steel (AIS) provision requires Fund assistance recipients to use iron and steel products that are produced in the United States. This requirement applies to projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

Waiver. Each Borrower that receives DWSRF water infrastructure financial assistance is required to use American made iron and steel products in the construction of its project. However, if the recipient can justify a claim made under one of the categories below, a waiver may be granted. Until a waiver is granted by EPA, the AIS requirement must be adhered to as described in the Act.

EPA's implementation memorandum on AIS requirements includes specific instructions for communities interested in applying for a waiver.

How to Request a Waiver

General Steps:

a) Borrower prepares the waiver request and submits it to the Department. The request should include project specifications for the product.

b) The Department reviews and submits the request to EPA.

c) EPA posts the waiver request for public comment on its website for 15 days (see the Waiver Requests Received by EPA tab).

d) EPA provides a response and posts it on its website.

23) BUILD AMERICA, BUY AMERICA (BABA) ACT (Equivalency Projects Only).

In accordance with the Infrastructure Investment and Jobs Act (IIJA), Public Law No. I 17-58, the Borrower must comply with all federal requirements applicable to receiving assistance from IIJA funding, which includes that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States unless:

a) the Borrower has requested and obtained a waiver from the State pertaining to the Project, or the Project is otherwise covered by a general applicability waiver; or
b) all of the contributing Agencies have otherwise advised the Borrower in writing that the BABA requirements are not applicable to the Project.

EPA's BABA implementation memorandum includes specific instructions for product coverage, waivers, co-funding, and documenting compliance. For more information on the BABA requirements, visit the EPA Office of Water's website at https://www.epa.gov/cwsrf/build-america-buy-america-baba or you may also email questions to BABA-OW@epa.gov or contact the State. For information on approved waivers, visit https://www.epa.gov/cwsrf/build-america

24) IRAN DIVESTMENT ACT.

The requirements of Tennessee Code Annotated sections 12-12-101, et seq., addressing contracting with persons as defined at Tennessee Code Annotated section 12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. The Borrower certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tennessee Code Annotated section 12-12-106.

25) BOYCOTT OF ISRAEL.

If applicable to the Borrower, the Borrower must certify that it is not currently engaged in, and covenants that it will not, for the duration of the Agreement, engage in a Boycott of Israel, as that term is defined in Tennessee Code Annotated section 12-4-119.

26) DISADVANTAGED BUSINESS ENTERPRISE (MBE)/WOMEN'S BUSINESS ENTERPRISE (WBE) (Equivalency Projects Only)

Pursuant to 40 CFR Part 33., the Borrower must make a good faith effort to include participation from Disadvantaged Business Enterprises (DBEs) in subcontract awards.

Pursuant to 40 CFR § 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(1) DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and local government recipients, this includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

(6) If the prime contractor awards subcontracts, require the prime contractor to take the steps above.

The Borrower also shall include in its contracts with prime contractors and require any contracts its prime contractor awards to subcontractors to include language to the following effect:

(1) A prime contractor must pay its subcontractors no more than 30 days from the prime contractor's receipt of payment from the Borrower;
(2) The Borrower must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor;
(3) If a DBE subcontractor fails to complete work under the subcontractor for any reason, the prime contractor must employ the six good faith efforts as described in 40 CFR § 33.301 if soliciting a replacement subcontractor.
(4) A prime contractor must employ the six good faith efforts even if the prime contractor has achieved its fair share objective sunder Subpart D of 40 CFR Part 33.

The Borrower shall include in its contracts with its prime contractor the following exact language:

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.

27) TITLE VI COMPLIANCE.

The Borrower shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., pursuant to the guidelines established by the Tennessee Department of Human Resources, by completing all of the following items:

a) Provide name and contact information of the Borrower's Title VI Coordinator to State.

b) Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.

c) Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State and include: 1) dates and duration of each training; 2) list of staff completing training on each date.

d) Annually complete and submit a Title VI self-survey as supplied by Department.

e) Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

f) Additional Title VI resources may be found at: (insert links) .

28) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) (Equivalency Projects Only).

This Agreement requires the Borrower to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Borrower is responsible for ensuring that all applicable FFATA requirements are met and that the Borrower provides information to the State as required.

29) DEBARMENT AND SUSPENSION.

The Borrower certifies, to the best of its knowledge and belief, that it, its current principals, its current subcontractors and their principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b) have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d) have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Borrower shall provide immediate written notice to the Department if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

30) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Equivalency Projects Only).

If applicable and as required by 2 CFR 200.216, the Borrower is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be

an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

31) SIGNAGE (Equivalency Projects Only).

The Borrower shall comply with EPA's June 3, 2015 memorandum on EPA signage requirements, as applicable. The memorandum can be found at: https://www.epa.gov/sites/default/files/2016-07/documents/guidelines_for_enhancing_public_awareness_srf.pdf.

32) WATER SUPPLY COST SAVINGS.

In accordance with Section 2108 of the Water Infrastructure Improvements for the Nation (WIIN) Act (P.L. 114-322), in any application for a grant or loan for the purpose of construction, replacement, or rehabilitation of a drinking water delivery system serving 500 or fewer persons, the Borrower shall self-certify that the Borrower has considered, as an alternative drinking water supply, drinking water delivery systems sourced by publicly owned:

a. Individual wells;
b. Shared wells; and
c. Community wells.

33) GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. The Borrower acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees, including but not limited to, the Department, the Authority, and the employees thereof, arising under this Agreement shall be subject to and limited to those rights and remedies available under Tennessee Code Annotated Title 9, Chapter 8.

34) SEVERABILITY.

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions, or provisions hereof.

35) NOTICES COMMUNICATIONS AND CONTACTS.

All instructions, notices, consents, demands, or other communications required or contemplated by this Project Loan shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below: Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

DRAFT

To Department: State of Tennessee
Department of Environment and Conservation
State Revolving Fund Loan Program
500 James Robertson Parkway
Davy Crockett Building
9th Floor
ATTN: Administrative/Financial Manager

To Authority: Tennessee Local Development Authority
Cordell Hull Building
425 Rep. John Lewis Way N.
Nashville, TN 37243-3400
ATTN: Assistant Secretary

To Borrower: Insert Name of Borrower
Insert Address of Borrower
Insert Address of Borrower
Insert Address of Borrower
ATTN: Insert Borrower Contact

36) SECTION HEADINGS.

Section headings are provided for convenience of reference only and shall not be considered in construing the intent of the parties to this Agreement.

37) SPECIAL CONDITIONS.

38) EFFECTIVE DATE.

The effective date of this Agreement shall be the date on which the Authority approves this Agreement as by the signature.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

DRAFT

BORRROWER

Name: _____

Signature: _____

Date: _____

STATE OF TENNESSEE

BY:

TENNESSEE LOCAL DEVELOPMENT AUTHORITY

Name: _____

Signature: _____

Date: _____

Meeting Approval Date: _____

Interest Rate: _____

DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Name: _____

Signature: _____

Date: _____

DRAFT

ATTACHMENT A

FEDERAL LAWS AND EXECUTIVE ORDERS

ENVIRONMENTAL:

Clean Air Act (Pub. L. 101-549, 42 U.S.C. § 7401, et seq.), as amended.

Endangered Species Act (Pub. L. 93-205, 16 U.S.C. § 1531, et seq.), as amended.

Floodplain Management, Executive Order 11988 42 Fed Reg. 26951 (1977), as amended by Executive Order 12148, 44 FR 43239 (1979) (pertaining to Federal Emergency Management).

Protection of Wetlands, Executive Order 11990, 42 Fed Reg. 26961 (1977), as amended by Executive Order 12608.

Farmland Protection Policy Act, (Pub. L. 97-98, 7 U.S.C. § 4201, et seq.), as amended.

National Historic Preservation Act of 1966, (Pub. L. 113-287, 54 U.S.C. § 300101 et seq.), as amended.

Water Pollution Control Act of 1972 ("Clean Water Act"), (Pub. L. 114-181, 33 U.S.C. § 1251 et seq.), as amended.

Safe Drinking Water Act (Title XIV of the Public Health Service Act, Pub. L. 93-523, 42 U.S.C. § 300f et seq.), as amended.

Wild and Scenic Rivers Act, (Pub. L. 90-542, 28 U.S.C. § 1271, et seq.), as amended.

Archeological and Historic Preservation Act of 1974, (Pub. L. 86-523, 16 U.S.C. 469-469c), as amended.

Magnusen-Stevens Fishery Conservation & Management Act, (Pub. L. 94-365, 16 U.S.C. § 1801, et seq.).

Water Supply Cost Savings Self-Certification (42 U.S.C. 300j-3d(b)).

ECONOMIC AND MISCELLANEOUS AUTHORITIES:

Demonstration Cities and Metropolitan Development Act of 1966, (Pub. L. 89-754, 42 U.S.C. § 3331, et seq.), as amended.

Intergovernmental Review of Federal Programs, Executive Order 12372, 47 Fed. Reg. 30959 (1982), as amended.

Intergovernmental Cooperation Act of 1968, (42 U.S.C. 4201 et seq.)

DRAFT

Procurement Prohibitions under Section 306 of the Clean Air Act, 42 U.S.C. § 7606, and Section 508 of the Clean Water Act, 33 U.S.C. § 1368, including Executive Order 11738, 38 Fed. Reg. 25161(1973) (Administration of Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants and Loans), as amended.

Uniform Relocation and Real Property Acquisition Policies Act (Pub. L. 91-646, 42 U.S.C § 4601, et seq.), as amended.

Debarment and Suspension, Executive Order 12549, 51 Fed. Reg. 6370 (1986), as amended.

Contract Work Hours and Safety Standards Act (Pub. L. 111-350, 40 U.S.C. § 3701, et seq.), as amended.

SOCIAL POLICY AUTHORITIES:

Age Discrimination in Employment Act (Pub. L 114-181, 29 U.S.C. § 621, et seq.), as amended.

The Age Discrimination Act of 1975 (42 U.S.C. § 6102).

Title VI of Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d, et seq.), as amended, and related anti-discrimination statutes.

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 29 U.S.C. § 701), as amended, and Executive Order 12250 (45 Fed. Reg. 72995 (1980)).

Participation by Disadvantaged Business Enterprises in the United States Environmental Protection Agency Programs, 40 CFR Part 33.

Women's and Minority Business Enterprise Executive Orders 11625 (36 Fed. Reg. 19967 ((1971)), 12138 (44 Fed. Reg. 29637 (1979)), and 12432 (48 Fed. Reg. 32551 (1983)).

Section 129 of Small Business Administration Reauthorization and Amendment Act (Pub. L. 100-590, 15 USC § 637), as amended.

STATE LAWS

Drinking Water Revolving Loan Fund Act of 1997, Tenn. Code Ann. §§ 68-221-1201 to -1207, as amended, and rules and regulations promulgated thereunder.

Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq.

Boycott of Israel Prohibition, Tenn. Code Ann. § 12-4-119.

DRAFT

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. 26-36 - RESOLUTION SUPPLEMENTING AND AMENDING THE CITY'S MASTER WATER BOND RESOLUTION TO AUTHORIZE THE EXECUTION, TERMS, AND DELIVERY OF A STATE REVOLVING FUND LOAN AGREEMENT IN A MAXIMUM PRINCIPAL AMOUNT OF $75,000,000

RECOMMENDATION: Approve Resolution No. 26-36.

INFORMATION: CPWS has requested City Council approve this low interest financing utilizing the State Revolving Loan to help fund long-range water supply.

CERTIFICATION:

ATTACHMENTS: Staff Report, Resolution No. 26-36, Exhibit A.

RESOLUTION SUPPLEMENTING AND AMENDING THE CITY'S MASTER WATER BOND RESOLUTION TO AUTHORIZE THE EXECUTION, TERMS AND DELIVERY OF A STATE REVOLVING FUND LOAN AGREEMENT IN A MAXIMUM PRINCIPAL AMOUNT OF $75,000,000.

WHEREAS, pursuant to the Act, the City of Columbia, Tennessee (the "City") owns or leases and operates a waterworks system (as more particularly described in the hereinafter defined Master Bond Resolution, the "System"), which is operated on behalf of the City by Columbia Power and Water Systems, and instrumentality of the City ("CPWS"); and

WHEREAS, the City is authorized under the Act to issue its water revenue bonds for the purposes of funding capital improvements to the System; and

WHEREAS, the City Council of the City (the "City Council"), on April 9, 2026, adopted a resolution (the "Master Bond Resolution"), authorizing the issuance from time to time of water revenue bonds upon the adoption by the City Council of a supplemental resolution, providing for the terms of such water revenue bonds; and

WHEREAS, the City Council of the City (the "City Council"), on April 9, 2026, adopted a first supplemental resolution (the "First Supplemental Resolution"), amending the terms of the City's outstanding Water System Revenue Anticipation Notes, Series 2023 and Series 2025 (the "Notes") to identify the Notes as the first series of debt obligations issued pursuant to the terms of the Master Resolution; and

WHEREAS, the City Council of the City (the "City Council"), on April 9, 2026, adopted a second supplemental resolution (the "Second Supplemental Resolution"), authorizing the issuance of a water revenue bond to, and entering into a loan agreement with, the Environmental Protection Agency pursuant to the Water Infrastructure Finance and Innovation Act (the "WIFIA Bond"); and

WHEREAS, the City has determined it is necessary to finance certain capital improvements to the System (as further defined herein, the "Project") and advisable to finance such improvements by entering into a loan agreement (the "SRF Loan Agreement") with the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority; and

WHEREAS, the City Council hereby finds that it is in the best interest of the citizens of the City to adopt this Third Supplemental Resolution (as hereinafter defined) to the Master Bond Resolution for the purpose of authorizing the execution and delivery of the SRF Loan Agreement thereunder; and

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

ARTICLE I.
AUTHORITY; FINDINGS; DEFINITIONS

Section 1.1. Resolution Supplemental to the Master Bond Resolution. This Third Supplemental Resolution is a Supplemental Resolution, as defined in the Master Bond Resolution, providing for the issuance of a series of Bonds thereunder.

Section 1.2. Findings. The City Council hereby finds that financing a portion of the costs of the Project pursuant to the SRF Loan Agreement is advisable because of the advantageous interest rate or rates available to the City under the State revolving fund loan program.

Section 1.3. Definition of Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Master Bond Resolution. The following words and terms as used herein, whether or not capitalized, shall have the following meanings, unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

Act means Tennessee Code Annotated Sections 7-34-101 et seq. and 9-21-101 et seq., as amended.

Authority means the Tennessee Local Development Authority.

Paying Agent means the City Financial Officer of the Board or such other officer of the City or the Board as may be designated by the Mayor.

Project means those capital improvement projects described in the SRF Loan Agreement and all costs related thereto which are permitted by the Act and the SRF Loan Agreement to be financed with the proceeds thereof.

Master Bond Resolution has the meaning ascribed in the preamble.

Revolving Fund Loan Act means Tennessee Code Annotated Sections 68-221-1201 et seq.

SRF Loan Agreement means that certain Loan Agreement among the City, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority, the form of which is attached hereto as Exhibit A.

Third Supplemental Resolution means this Supplemental Resolution, which is the third resolution supplemental to the Master Bond Resolution.

ARTICLE II.
AUTHORITY AND PLEDGE OF PLEDGED COLLATERAL

Section 2.1. Authority. For the purposes of financing a portion of the costs of the Project, the City shall execute, issue and deliver the SRF Loan Agreement in a principal amount not to exceed $75,000,000, all pursuant to, and in accordance with, the provisions of the Act, the Master Bond Resolution and other applicable provisions of law.

Section 2.2. Pledge of Pledged Collateral. The SRF Loan Agreement shall be payable from and secured by the Pledged Collateral, as set forth in the Master Bond Resolution, on parity with the Notes and the WIFIA Bond.

Section 2.3. Not an Additionally Secured Series. The SRF Loan Agreement shall not be an Additionally Secured Series.

ARTICLE III.
FORM AND TERMS OF WIFIA LOAN AGREEMENT AND SERIES 2026 BOND

Section 3.1. Authorized Principal Amount. The principal amount borrowed by the City pursuant to the SRF Loan Agreement shall not exceed $75,000,000. Disbursements of proceeds of the SRF Loan Agreement shall be made upon draws of such proceeds by the City, as needed, pursuant to the terms of the SRF Loan Agreement.

Section 3.2. Form of SRF Loan Agreement. The SRF Loan Agreement shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate variations, omissions, and insertions as may be approved by the Mayor, in consultation with the City Financial Officer of the Board.

Section 3.3. Principal and Interest Rates and Payments. Principal of and interest on the SRF Loan Agreement shall be payable at the times and in the amounts set forth in the SRF Loan Agreement. The interest rate on the SRF Loan Agreement shall be the rate established by the Authority pursuant to the terms of the SRF Loan Agreement. Because principal and interest on the SRF Loan Agreement are payable on a monthly basis, the City shall not be required to make deposits to the Debt Service Fund with respect to the SRF Loan Agreement but shall instead make debt service payments on the SRF Loan Agreement at the same time as deposits are made to the Debt Service Fund with respect to other series of Bonds issued under the Water and Sewer Bond Resolution.

Section 3.4. Prepayment. The SRF Loan Agreement may be prepaid in accordance with its terms.

ARTICLE IV.
PAYING AGENT AND BOND REGISTRAR

The City hereby authorizes and directs the Paying Agent to serve in the capacity as paying agent and as Bond Registrar for the SRF Loan Agreement and to maintain registration records with respect thereto, to give all notices of prepayment as required, to make all payments of principal and interest with respect thereto, and to furnish the City at least annually an audit confirmation of payments made and Outstanding with respect to the SRF Loan Agreement, all in accordance with the terms of the SRF Loan Agreement.

ARTICLE V.
MISCELLANEOUS

Section 5.1. Miscellaneous Acts. The appropriate officers of the City are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, notices, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Second Supplemental Resolution, or any of the documents herein authorized and approved, or for the authorization, execution, issuance, and delivery by the City of the SRF Loan Agreement.

Section 5.2. No Recourse Under Resolution or SRF Loan Agreement. All stipulations, promises, agreements, and obligations of the City contained in the Master Bond Resolution or this Third

Supplemental Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the City and not of any officer, director, or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the SRF Loan Agreement for any claim based thereon or on the Master Bond Resolution or this Third Supplemental Resolution against any officer, director, or employee of the City or against any official or individual executing the SRF Loan Agreement.

Section 5.3. Partial Invalidity. If any one or more of the provisions of this Second Supplemental Resolution, or of any exhibit or attachment hereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment hereto, but this Second Supplemental Resolution, and the exhibits and attachments hereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 5.4. Conflicting Resolutions Repealed. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Third Supplemental Resolution is not intended to supersede or conflict with that certain resolution adopted on the date hereof and authorizing the execution and delivery of the SRF Loan Agreement (the "SRF Authorizing Resolution"), but is instead intended to accompany the SRF Authorizing Resolution and identify the SRF Loan Agreement as a series of Bonds under the Master Bond Resolution.

Section 5.5. Effective Date. This Second Supplemental Resolution shall take effect from and after its adoption, the welfare of the City requiring it.

Adopted and approved this ____ day of _____, 2026:

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

[SEAL]

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

EXHIBIT A

FORM OF SRF LOAN AGREEMENT

(ATTACHED)

Department of Environment & Conservation

VIA EMAIL

April 21, 2026

Chaz Molder, Mayor
City of Columbia, Columbia Power and Water System
201 Pickens Lane
Columbia, Tennessee 38402

RE: Encumbrance Letter – Drinking Water State Revolving Fund Loan 2024-10571; Columbia Power and Water System

Dear Mayor Molder:

The Tennessee Department of Environment and Conservation (TDEC), through its Drinking Water State Revolving Fund (DWSRF) Program, is pleased to issue this Encumbrance Letter to Columbia Power and Water System in support of the city's long-term drinking water system improvements.

TDEC recognizes the critical importance of these projects to the health, safety, and economic vitality of the community. In support of this critical infrastructure investment, the DWSRF hereby encumbers seventy-five million dollars ($75,000,000) for the Water Treatment Plant Expansion subject to compliance with all applicable federal and state regulations.

1. Conditions of Encumbrance

The DWSRF hereby encumbers the funds identified above for Columbia Power and Water System contingent upon satisfaction of the following:

1. Timely submission of annual financial audits to the State of TN Comptroller's office;
2. Demonstrated ability to manage debt service via an SRF financial sufficiency review;
3. TDEC approval of engineering design plans and environmental reviews, if applicable;
4. Continued availability of funds within the DWSRF at the time of loan closing.

2. Encumbrance Package

Columbia Power and Water System is now authorized to move forward with the loan process. Using the attached Public Meeting Guidance, conduct the required public meeting(s) and pass an Authorizing Resolution. A resolution template is provided for reference but is not required. Then, return all required documentation to SRF by uploading it into the GMS Current Documents tab of the CPWS application (2024-10571).

3. Loan Terms

If all conditions are met, the borrower can expect an agreement with the following loan terms. The loan agreement **is not considered to be executed** until it is presented to the Tennessee Local Development Authority (TLDA) board, approved and signed by all parties. **No funds can be spent prior to loan execution.**

The proposed loan terms:

- **Interest Rate:** 3.06%
- **Repayment Period:** 30 years
- **Principal Forgiveness:** none ($0)
- **Security:**
    - **Towns, Cities, and Counties**
      Security is provided through user fees and/or ad valorem taxes in the form of pledged State-Shared Taxes equal to maximum annual debt service.
    - **Utility Districts and Commissions**
      Security is provided through user fees and a required security deposit equal to maximum annual debt service.
    - **Estimated Annual Debt Service:** $3,824,730 (*subject to change upon loan execution*)

DWSRF loans are subject to, but not limited to, the following general contract terms and conditions:

- Compliance with all applicable federal and state requirements, including:
    - Davis-Bacon Act labor standards,
    - American Iron and Steel provisions, and
    - Build America, Buy America Act
- Disbursement Method: Cost-reimbursement basis upon approval of eligible expenses by DWSRF
- Timely and expeditious use of funds, including:
    - Loan borrowers will be required to draw on an issued SRF loan within the first six months of award,
    - Loans may be subject to closure if disbursements aren't submitted in a timely manner, at least quarterly,
    - Borrowers with more than one loan must work to complete and move into repayment for the initial loan prior to SRF executing a companion loan.

4. Term of Encumbrance

This Encumbrance Letter shall remain valid for **sixty (60) days** from the date of issuance. TDEC reserves the right to amend, withdraw, or adjust this commitment based on project progress, compliance status, or funding availability. Extensions may be granted upon written request and TDEC approval.

TDEC values its ongoing partnership with Columbia Power and Water System and acknowledges your commitment in advancing a sustainable, resilient, and high-quality drinking water system for the residents and businesses of Tennessee. We look forward to working closely with your team to deliver this vital investment.

Sincerely,

Vena Jones, P.G., Manager
State Revolving Fund & Water Infrastructure Grants
Tennessee Department of Environment and Conservation
Division of Water Resources
Drinking Water State Revolving Fund Program

DRINKING WATER STATE REVOLVING FUND PROJECT
LOAN AGREEMENT
APPLICANT NAME
LOAN NUMBER

This Loan Agreement is entered into by and between the State of Tennessee, acting through the Department of Environment and Conservation (the "Department") and the Tennessee Local Development Authority (the "Authority"), and the (insert name of entity) (the "Borrower"), which is an entity authorized to own, operate, and manage a water system or systems. The purpose of this Loan Agreement is to provide the financing of all or a portion of a water facility by the Borrower. The Borrower applied for financing on (insert date of application), and such application is hereby incorporated into this Loan Agreement.

1) DEFINITIONS.

Unless the context in this Loan Agreement indicates another meaning, the following terms shall have the following meaning:

a) **"Act"** means the Drinking Water Revolving Loan Fund Act of 1997, Tenn. Code Ann. §§ 68-221-1201 to -1207, as amended, and rules and regulations promulgated thereunder;

b) **"Administrative fee"** means the fee to be collected by the Authority for administration of the loan in accordance with the Act

c) **"Agreement"** means this Loan Agreement providing financing for the Project from the Fund;

d) **"Equivalency Project"** means a Project(s) having a Project Cost(s) in an amount equal to the funds directly made available by a United States Environmental Protection Agency ("EPA") capitalization grant, making the funding for those Project(s), "federal funds" or "federal financial assistance," in certain contexts.

e) **"Facility"** means a water system;

f) **"Facilities Plan"** means a planning document prepared before a detailed design that: identifies the need for the Project; evaluates reasonable alternatives to address that need; and analyzes the feasibility, cost, and potential environmental impacts of the Project.

g) **"Fund"** means the drinking water revolving loan fund created by the Act;

h) **"Initiation of Operation"** means the date when all but minor components of the Project have been built, all treatment equipment is operational, and the Project is capable of functioning as designed and constructed;

i) **"Obligations"** means bonds, notes, and any other evidence of indebtedness lawfully issued or assumed by the Borrower;

j) **"Pre-award Costs"** are eligible costs incurred prior to the effective date of the Agreement directly pursuant to the negotiation and in anticipation of the Agreement where such costs are necessary for efficient and timely performance of the scope of work for the Project.

k) **"PRL"** means the Priority Ranking List, which is the Department's official, annually updated list ranking all submitted drinking water infrastructure projects according to their priority score.

l) **"Project"** means the activities or tasks concerning a facility described in the application submitted by the Borrower to be financed pursuant to this Agreement;

m) **"Project Budget**" means the detailed, approved cost estimates of all eligible costs associated with the Project funded by this Agreement. The Project Budget must have been submitted by the Borrower as part of its loan application and approved by the Department.

n) **"Project Cost"** means the total amount of funds necessary to complete the Project;

o) **"Project Loan"** means the funds loaned from the Fund to finance the Project and, except for principal forgiven, if any, required to be repaid pursuant to this Agreement;

p) **"Revenues"** means all income received or receivable by the Borrower from the Project, including, but not limited to:

i) Fees, rents, tolls, rates, rentals;
ii) Interest earnings;
iii) Other charges related to the water system;
iv) Income from agreements with utilities, local governments, local government instrumentalities, the state, state or federal agencies for the use of or in connection with the water system; or
v) all other charges, income, or receipts levied and collected in connection with the operation of the water system.

q) **"State"** means the state of Tennessee acting through the Department and the Authority, jointly or separately, as the context requires;

r) **"SRF"** mean, collectively, the state of Tennessee's clean water and drinking water state revolving funds;

s) **"State-Shared Taxes"** has the meaning established by Tennessee Code Annotated section 4-31-102(20), as amended; and

t) **"Unobligated State-Shared Taxes"** means State-Shared Taxes which have not been pledged or applied to any other prior indebtedness.

2) PROJECT.

a) **Description.**
The description of the Project is as described in the application submitted by the Borrower.

b) **Funding Sources.**
The Borrower estimates the total Project Cost to be ($numerical dollar amount) which is expected to be funded as follows:

Project Loan (less principal forgiveness, if applicable)	$
Principal Forgiveness (if applicable)	$
Local Funds	$
Other Funds	$
TOTAL	$

c) **Type of Project. (Please check one)**

i) ☐Planning. (Project schedule is required)
The following project schedule is established:
(1) Submission of facilities plans on or before (insert date).

ii) ☐Planning and Design. (Project schedule is required)
The following project schedule is established:
(1) Submission of facilities plans on or before (insert date).
(2) Submission of engineering plans and specifications on or before (insert date).

iii) ☐Planning, Design, and Construction. (Project schedule is required)
The following project schedule is established:
(1) Submission of engineering plans and specifications on or before (insert date).
(2) Start construction on or before (insert date).
(3) Initiate operation on or before (insert date).
(4) Complete construction on or before (insert date).

iv) ☐Construction Only. (Project schedule is required)
The following project schedule is established:
(1) Submission of engineering plans and specifications on or before (insert date).
(2) Start construction on or before (insert date).
(3) Initiate operation on or before (insert date).
(4) Complete construction on or before (insert date).

The Borrower may request in writing that the Department amend the Project schedule for good cause.

The written request to amend the Project schedule above should be submitted to the Department at least 60 days prior to the end date of the milestones established above. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended Project schedule.

Failure to adhere to the Project schedule established above or secure an amended Project schedule from the Department will constitute a breach of contract, and may result in any or all of the following: loss of principal forgiveness, loss of interest rate reduction, or cancellation of the loan. The Department may also pursue any and all other applicable legal remedies.

DRAFT

d) **Land Ownership, Easement, Right-of-Way, and Right of Access.** Before plans and specifications for a construction loan will be approved by the Department, the Borrower must own any required interests in real property or written permissions required by law for the specific Project.

☐By checking this box, the Borrower certifies that all property, easements, rights-of-way, or access rights necessary to construct the Project are owned or, in the case of right-of-way or access rights, are permitted for use by the Borrower.

☐By checking this box, the Borrower certifies that it has acquired or has entered into condemnation proceedings for all real property including easements and rights-of-way that are or will be required for the construction (erection, extension, modification, addition), operation, and maintenance of the Project funded under this Agreement.

3) PROJECT FILES.

The State and the EPA shall have access to the official project files and job site.

4) ASSET MANAGEMENT PLAN REQUIREMENTS

The Borrower must develop or certify it has developed an Asset Management Plan (AMP) that includes:

a) an inventory of critical assets that are a part of the Facility;

b) an evaluation of the condition and performance of inventoried assets or asset groupings;

c) a certification that the Borrower has evaluated and will be implementing water and energy conservation efforts as part of the Project; and

d) a plan for maintaining, repairing, and as necessary, replacing the Facility and a plan for funding such activities; or

e) ☐By checking this box, the Borrower certifies that an AMP will be developed and implemented for the Facility that is proposed for repair, replacement, or expansion.

f) ☒By checking this box, the Borrower certifies that an AMP has been developed and implemented for the Facility that is proposed for repair, replacement, or expansion.

The AMP must be completed by a notice to proceed to start construction activities. The State and/or the EPA shall have access to the AMP for review upon the first interim construction inspection site visit.

5) LOAN.

a) **Loan and use of proceeds.**

The State shall lend to the Borrower from funds available in the Fund an aggregate principal amount not to exceed (insert amount) to bear interest as described in (b) below. The Project Loan shall be used by the Borrower for completion of the Project and, if construction is

included, in accordance with engineering plans and specifications and special conditions, approved and required by the Department and hereby incorporated into this Agreement.

b) **Interest rate.**
The rate of interest for this Project Loan is (insert rate), which is the rate approved by the Authority at the meeting at which this Project Loan was approved and stated on the payment schedule which is incorporated into and attached to this Agreement.

c) **Administrative fee.**
The Authority shall collect a fee equal to eight basis points of the total Project Loan, where one basis point is equal to one-hundredth of one percent (0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount as stated on the payment schedule.

d) **Payment schedule.**
The Borrower expressly agrees to make all payments of principal and interest in accordance with the payment schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the payment schedule shall not be deemed to be an amendment of this Agreement.

6) REPAYMENT OF PROJECT LOAN.

a) **Payments.**

i) The Borrower promises to repay to the order of the State the Project Loan plus interest, payable in installments on the 20th day of each month in accordance with the payment schedule established by the Authority and attached to this Agreement. The payment schedule will require payments of interest to begin only after the first disbursement. The payment schedule will require repayments of principal to begin the earlier of:

(1) Within 90 days after Initiation of Operation of the Project for construction loans or within 2 years of loan approval for planning and design loans;

(2) Within 120 days after 90% of the Project Loan has been disbursed;

ii) Notwithstanding any other terms in this Agreement, the Authority may agree in the instance of a newly created Facility, regionalization of Facilities, consolidation of Facilities, or for other good cause shown to defer the commencement of principal repayment for no more than one year after Initiation of Operation of the Project. To apply for this deferment, the Borrower shall submit to the Department and the Authority its request and reasoning. Such grant of a deferment is in the Authority's sole discretion, in consultation with the Department.

b) **Reduction.**

i) The Project Loan, and the required payments made pursuant to the payment schedule, shall be reduced to reflect:

(1) Funding not listed in Section 2(b) which subsequently becomes available; or

(2) The amount actually disbursed by the State to the Borrower pursuant to the Agreement as the Project Loan.

ii) If any of the conditions set out in Section (b)(i) occur, a new payment schedule reflecting such changes shall be submitted to the Borrower to be attached to this Agreement, superseding any previous schedules.

c) **Prepayment.**
The Borrower, at its option, may prepay all or any portion of the Project Loan.

d) **Principal Forgiven.**
A portion of the original principal amount of the Project Loan may be forgiven by the State. The principal forgiven shall be (insert %) of the original principal amount of the Project Loan, or if the full original amount of the Project Loan is not used, then (insert %) of the amount of the Project Loan actually disbursed. Notwithstanding any other terms in this Agreement, no interest shall accrue on the amount of principal forgiven pursuant to this Section.

7) DISBURSEMENT OF PROJECT LOAN.

a) **Payment Methodology.**
The Borrower shall receive disbursements of the Project Loan only for actual, reasonable, and necessary costs based upon the current approved Project Budget, not to exceed the Project Loan amount. Upon progress toward the completion of the Project, the Borrower shall submit disbursement requests, including invoices and supporting documents of actual expenditures, prior to any reimbursement of allowable costs.

b) **Disbursement Request Requirements.**
The Borrower shall request disbursement from the State no more often than monthly, and no less often than quarterly, with all necessary supporting documentation. Each disbursement request shall be sent electronically to the contact below and shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):

i) Addressed to:
Department of Environment and Conservation
State Revolving Fund Loan Program

ii) Via Email: SRF.Payments@tn.gov

iii) Reference Number (assigned by the Borrower).

iv) Date.

v) Period to which the disbursement request is applicable.

vi) Project Loan Number (assigned by the Department).

vii) Borrower Name.

viii) Borrower Tennessee Edison Registration ID Number Referenced in Preamble of this Agreement.

ix) Borrower Remittance Address.

x) Borrower Contact for Invoice Questions (name, phone, or email).

xi) Itemization of Disbursement Requested for the Disbursement Period— must detail, at minimum, all of the following:
   i. The amount requested by Project Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
   ii. The amount disbursed by Project Budget line-item to date.
   iii. The total amount disbursed under the Project Loan to date.
   iv. The total amount requested (all line-items) for the Disbursement Period.

c) **Additional Disbursement Requirements.:**

i) A disbursement request shall not include any request for future expenditures.

ii) The Borrower may request disbursements for eligible expenditures incurred during the period of performance, which is [DATE] to [DATE].

iii) Disbursement requests must begin on or before (insert date six months from Agreement start date).

iv) The Borrower may request Pre-award Costs; however, such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Agreement and are compliant with the following:
   (1) The Project appears on the PRL as a planning, design, and construction loan.
   (2) The Borrower has provided a budget establishing fees for SRF-eligible professional services.
   (3) The Borrower followed all applicable procurement requirements.

   If charged to the Agreement, costs must be charged to the initial budget period of the award, unless otherwise specified by the EPA or the State.

v) **Planning Loans Only**
   (1) The maximum allowable disbursement is 80% of the loan until a Facilities Plan is **received** by the Department.
   (2) The maximum allowable disbursement is 90% of the loan until a Facilities Plan is **approved** by the Department.

vi) **Planning and Design Loans Only**
   (1) The maximum allowable disbursement is 80% of the planning fees until a Facilities Plan is **received** by the Department.

(2) The maximum allowable disbursement is 90% of the planning fees until a Facilities Plan is **approved** by the Department.
(3) The maximum allowable disbursement is 80% of the Design Loan or design fees until plans and specifications are **received** by the Department.
(4) The maximum allowable disbursement is 90% of the Design Loan or design fees until plans and specifications are **approved** by the Department.

d) **Budget Line-items.**
Expenditures and disbursements shall adhere to the Project Budget. Any increases or decreases within the Project Budget's grand total amounts shall require the Borrower to submit a request to amend the Project Budget and receive approval from the Department.

e) **Travel Compensation.**
Disbursement to the Borrower for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Project Budget funding for said disbursement.

f) **Procurement**.
If other terms of this Agreement allow disbursements for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Borrower shall maintain documentation for the basis of each procurement for which a disbursement is made pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision to use of a non-competitive procurement.

g) **Retainage**.
i) All construction contracts for the Project may provide for the withholding of retainage in compliance with Tennessee Code Annotated sections 66-34-101 to -104.

ii) The State will not disburse Loan Funds to cover contractor retainage unless the Borrower is disbursing retainage to an escrow account and provides proof of the deposit, or until the Borrower provides proof that it paid retained funds to the contractor.

h) **Request for Disbursement as Certification.**
Each request by the Borrower for disbursement of the Project Loan shall constitute a certification by the Borrower that all representations made in this Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or to repay the Project Loan plus interest have occurred since the date of this Agreement unless specifically disclosed in writing by the Borrower in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the State.

i) **Payment Certification.**
After the Department has certified and the Authority has approved a request for disbursement, the Authority will disburse the Project Loan during the progress of the Project. Each disbursement shall be by electronic funds transfer, or such other form of payment as specified in the payment schedule and shall be equal to that portion of the unpaid principal amount incurred to the date of the Borrower's request for disbursement. The amount of any principal forgiven shall be allocated on a pro-rata basis to each disbursement made.

j) **90% of the Project Loan.**
No more than 90% of the Project Loan shall be paid to the Borrower prior to:
(1) the completion of Project construction;
(2) the facilities constituting the Project being, in the opinion of the Department, in proper operation; and
(3) the Department approving the Project. Following approval of the Project by the Department, the remaining 10% of the Project Loan may be paid to the Borrower. Provided, however, that if this Project Loan is for planning or planning and design, payments may be made prior to the completion of construction of the Project for the full amount of costs associated with the planning or planning and design.

8) ADDITIONAL FUNDING REQUEST.

a) **Increase in Project Loan.**
If the final Project Cost is greater than estimated in Section 2(b), then the Project Loan may be increased by an amendment, or a separate companion or supplemental loan agreement, executed by the parties to this Agreement if the following conditions are fulfilled:

i) Amounts in the Fund are authorized and available for such increase;
ii) The increased Project Loan otherwise meets the applicable statutory requirements and the rules adopted thereunder; and
iii) Such increase in this Project Loan does not result in any violation or breach of any contract, resolution, or ordinance of the Borrower.

b) **Loan Number and Interest Rate.**
If Borrower's additional funding request is approved, a companion or supplemental loan will be issued with a new loan number and the current interest rate will be applied.

c) **Repayment.**
If the Borrower receives additional SRF funding through a separate companion or supplemental loan, the Borrower shall be required to request disbursements sufficient to trigger repayment of each prior loan, in the order such loans were awarded, before the Borrower can request disbursements under a subsequent loan.

d) **Other Amendments and Modifications.**
Any other amendment or modification of this Agreement must first be approved by the Authority and must be in writing executed by the parties to this Agreement.

9) DEFAULT OR DELAY OF PROJECT PERFORMANCE.

a) **Notice of Default or Delay**

The Borrower shall provide written notice to the Department within 30 days of becoming aware of any event that prevents or causes the default or delay in the performance of its obligations under this Agreement. The written notice should describe in reasonable detail the nature of the default or delay and any efforts, workaround plans, alternative sources, or other means being conducted to resume performance. Regardless of whether the Borrower provides notice or not, if the Borrower's failure to perform is longer than 180 days, the Department may, upon notice to Borrower: (a) cancel principal forgiveness; or (b) cancel the loan funding, in whole or in part, and place the loan in repayment. The Borrower may reapply for another SRF loan if the Department and the Authority, in their sole discretion, determine that a new SRF loan made to the Borrower would not encounter additional defaults or delays.

b) **Unilateral Repayment or Default**
If a Project Loan becomes eligible for disbursement, and a Borrower fails to submit a disbursement request within one year of the start of such eligibility, the Department may unilaterally place the Project Loan into repayment and/or consider the Borrower to be in breach of this Agreement. This requirement applies to each Agreement for a Project Loan for the Project.

10) TERMINATION FOR CONVENIENCE.

The State may terminate this Project Loan without cause for any reason. A termination for convenience shall not be a breach of this Agreement. The State shall give the Borrower at least 30 days' written notice before the effective termination date. The Borrower shall be entitled to disbursement of loan funds for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Borrower for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Borrower shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount from the State for its exercise of its right to terminate this Agreement for convenience. The Borrower shall remain responsible for repayment of Project Loan funds disbursed. The repayment schedule and the Borrower's obligation to pay shall survive the termination of this Agreement.

11) TERMINATION FOR CAUSE.

If the Borrower fails to properly perform its obligations under this Agreement, or if the Borrower violates any terms of this Agreement, the State shall have the right to immediately terminate this Agreement and withhold payments in excess of approved disbursements for completed services. Notwithstanding the exercise of the State's right to terminate this Agreement for cause, the Borrower shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Agreement by the Borrower.

12) REPRESENTATIONS AND PLEDGES OF BORROWER.

The Borrower hereby represents, agrees, and covenants with the State as follows:

a) To construct, operate, and maintain the Project in accordance, and to comply, with all applicable federal and state statutes, executive orders, rules, regulations, guidelines, and loan conditions, including, but not limited to, those set forth on Attachment A of this Agreement;

b) To comply with:

   i) The Project schedule, engineering plans and specifications, and any and all special conditions established and/or revised by the Department; and

   ii) Any special conditions established and/or revised by the Authority including, but not limited to, the Authority's "State Revolving Fund Policy and Guidance for Borrowers" last revised November 24, 2025, with any amendments made as of the date of execution of the Project Agreement, the terms and conditions of which are adopted by reference as if fully set forth herein;

c) To commence operation of the Project on its completion and not to contract with others for the operation and management of, or to discontinue operation or dispose of, the Project without the prior written approval of the Department and the Authority;

d) To provide for the Borrower's share of the cost of the Project;

e) To advise the Department before applying for federal or other state assistance for the Project;

f) To establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to cause to be made an annual audit acceptable to the Comptroller of the Treasury of the financial records and transactions covering each fiscal year; and to furnish a copy of such audit to the Authority. In the event of the failure or refusal of the Borrower to have an annual audit prepared, then the Comptroller of the Treasury may appoint an accountant or direct the Department of Audit to prepare an audit at the expense of the Borrower;

g) To provide and maintain competent and adequate engineering supervision and inspection of the Project to ensure that the construction conforms with the engineering plans and specifications approved by the Department;

h) To abide by and honor any further guarantees or granting of security interests as may be required by the State which are not in conflict with state or federal law;

i) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;

j) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part;

k) The Borrower is subject to the jurisdiction of the Tennessee Board of Utility Regulation, (the "Board") Tennessee Code Annotated sections 7-82-701 to 710. If the Authority, in its sole discretion, determines that the Borrower's obligations under this Agreement have been or may be impaired, the Authority may refer the Borrower to the Board. In the event of default under this Agreement, the Authority shall refer the Borrower to the Board. In such event, the

Borrower covenants, to the extent permitted by law, to request advisory technical assistance from the Board and to request that the Board propose any and all management, fiscal and/or rate changes necessary to enable the Borrower to fulfill its obligations to the Authority under this Agreement. The Borrower agrees to supply the Board with any information that the Board may request in connection with its analysis of the Borrower's system. The Borrower agrees that it will implement any and all technical, management, fiscal and/or rate changes recommended by the Board and determined by the Authority to be required for the Borrower to fulfill its obligations to the Authority under this Agreement.

Towns, Cities, and Counties Only.

l) To receive the approval of the Authority prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be on parity or superior to the lien position created under this Agreement;

m) To notify the Assistant Secretary to the Authority in writing prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be subordinate to the lien position created under this Agreement;

n) To receive the approval of the Authority prior to pledging or encumbering the Borrower's State-Shared Taxes;

Private Utilities, Utility Districts, & Commissions Only.

o) To establish and collect, and to increase user fees and charges sufficient to meet a 1.20X debt service coverage to net revenues. Net revenues are gross earnings, fees and charges, less current expenses. Current expenses are those incurred in the operation of the system, determined in accordance with generally accepted accounting principles, including the reasonable and necessary costs of operating, maintaining, repairing, and ensuring the system, salaries, wages, cost of material and supplies, and insurance premiums, but shall specifically exclude depreciation and debt service payments;

p) No additional debt payable from Revenues will be issued or entered into unless:

   i) Prior approval is received from the Authority;
   ii) The annual audit required by the terms of this Agreement for the most recent fiscal year has been delivered within six months after the end of such fiscal year;
   iii) The terms of this Agreement are met for the most recent fiscal year;
   iv) The net revenues of the system for the next three fiscal years ending after the issuance of the additional debt will be sufficient to comply with the terms in this Agreement; and
   v) The Borrower has adopted a revised schedule of rates and fees and taken action to put such revisions in effect at or prior to the issuance of the additional debt.

13) SECURITY AND DEFAULT.

a) **Towns, Cities, and Counties Only.** As security for payments due under this Agreement, the Borrower pledges users' fees, and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Borrower covenants

to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess. The Borrower further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Borrower under this Agreement.

As further security for payments due under this Agreement, the Borrower pledges and assigns subject to the provisions herein its Unobligated State-Shared Taxes in an amount equal to the maximum annual debt service requirements under this Agreement. If the Borrower fails to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail a written notice of such failure to the Borrower within five days of such failure and the Authority shall suspend making disbursements until such delinquency is cured. If the Borrower fails to cure payment delinquency within 60 days of the receipt of such notice, such failure shall constitute an event of default under this Agreement and, in addition, the Authority shall notify the Commissioner of Finance and Administration of the State of Tennessee of the default of the Borrower and the assignment of Unobligated State-Shared Taxes under this Agreement. Upon receipt of such notice, the Commissioner shall withhold such sum or part of such sum from any State-Shared Taxes which are otherwise apportioned to the Borrower and pay only such sums necessary to liquidate the delinquency of the Borrower to the Authority for deposit into the fund. Borrower acknowledges that it has no claim on State-Shared Taxes withheld as permitted under this Agreement.

If the Borrower breaches any other provision of this Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Borrower within 30 days of the Authority learning of such breach. The Borrower's failure to cure the breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Agreement.

b) **Private Utilities, Authorities, Utility Districts, and Commissions Only.** As security for payments due under this Agreement, the Borrower pledges user fees and charges, and covenants and agrees that it shall increase such fees and charges as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Borrower further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Borrower under this Agreement.

Prior to the first disbursement of funds under this Agreement, the Borrower will deposit with the Authority an amount of funds equal to the maximum annual debt service (the "Security Deposit"). The amount of the Security Deposit will be adjusted to reflect adjustments in the payment schedule. The Authority will credit the Borrower with interest earnings on the Security Deposit on at least an annual basis pursuant to policy of the Authority.

As further security for payments due under this Agreement, the Borrower pledges, and assigns, subject to the provisions herein, any funds due to the Borrower from the State.

If the Borrower fails either to fully fund the Security Deposit as provided above or to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail written notice of such failure to Borrower within seven days of such failure and the Authority shall suspend making disbursements until such delinquency is cured. If

Borrower fails to cure payment delinquency within 15 days of the receipt of such notice, such failure shall constitute an event of default under this Agreement, and in addition, the Authority shall apply from the Security Deposit only the funds necessary to liquidate the amount of the delinquency of Borrower to the Authority as of that date. If the funds deposited in the Security Deposit are not sufficient to cure the delinquency, the Authority shall notify the Commissioner of Finance and Administration, and the Commissioner shall withhold such amount from any funds otherwise due to the Borrower from the State and pay such amount to the Authority for deposit into the Fund. The Borrower acknowledges that it has no claim on such funds withheld or paid over as permitted under this Agreement. The Borrower shall replenish the Security Deposit within 60 days from any withdrawal of funds from that account by the Authority to liquidate the delinquency as provided above. Failure to replenish the Security Deposit within 60 days shall constitute an event of default under this Agreement.

If the Borrower breaches any other provision of this Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Borrower within 30 days of the Authority learning of the breach. The Borrower's failure to cure any breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Agreement.

c) **Applicable to ALL.** Upon an event of default, the Authority may declare all unpaid principal and interest to be immediately due and payable as well as pursue all available legal and equitable remedies. The Borrower shall be responsible for all costs that the Authority incurs in enforcing the provisions of this Agreement after an event of default, including, but not limited to, reasonable attorneys' fees.

14) CONDITIONS PRECEDENT.

This Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority:

a) A general certificate of the Borrower certifying the resolution or ordinance authorizing the Borrower to enter into this Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;

b) An opinion of the attorney or special counsel to the Borrower stating:

i) The Borrower has been duly created and is validly existing and has full power and authority (under its charter and by-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Agreement;

ii) This Agreement is duly executed and constitutes a valid and binding contract of the Borrower, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors rights generally;

iii) This Agreement is not in conflict in any material way with any contracts, resolutions, or ordinances of the Borrower; and

iv) There is no litigation materially adversely affecting this Agreement or the financial condition of the Borrower;

c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges and any other fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Borrower;

d) An opinion of a licensed engineer as to the reasonableness of the Project Costs and as to the estimated completion date of the Project;

e) An accurate statement of the Borrower's outstanding loans and the Borrower's security for this Agreement, which shall be either the required Security Deposit, or, if applicable, the pledge of State-Shared Taxes.

f) An environmental review of the proposed Project meeting the requirements of 40 CFR 35.3580, as amended.

15) NONDISCRIMINATION.

The Borrower hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Borrower on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Borrower shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

16) PUBLIC NOTICE.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Borrower in relation to this Project Loan shall include the statement, "This project is funded by the Tennessee State Revolving Loan Program." All notices by the Borrower in relation to the Project Loan shall be approved by the Department.

17) RECORDS.

The Borrower and any approved subcontractor shall maintain documentation for all charges under this Project Loan. The books, records, and documents of the Borrower, insofar as they relate to work performed or money received under this Project Loan, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five full years from the date of the final payment. The Borrower records shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

a) The records shall be maintained in accordance with Governmental Accounting Standards Board Accounting Standards or the Financial Accounting Standards Board Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

b) In addition, documentation of grant or loan applications, budgets, reports, awards, and expenditures will be maintained in accordance with the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If applicable, loan expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law, and all Borrowers must comply with state and federal procurement requirements, as applicable. The Borrower shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

c) The Borrower shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Borrower shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

d) Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the Department, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

18) LICENSURE.

Any person performing work funded through this Agreement shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

19) STATE AUDIT REPORT.

The Borrower shall be audited in accordance with applicable Tennessee law. A copy of the audit report shall be provided to the Comptroller. Audit reports shall be made available to the public.

20) SINGLE AUDIT REPORTING (Equivalency Projects Only).

If this Project is an Equivalency Project, and the Borrower expends $1,000,000 or more of any type or combination of federal financial assistance within its fiscal year, the Borrower shall comply with the Single Audit Act, 31 U.S.C. § 7501, et seq, and its related regulations, 2 CFR 200, subpart F.

Confirmations of funds disbursed can be obtained from the Tennessee Comptroller of the Treasury, Division of Local Government Audit's Website at https://comptroller.tn.gov/. Any questions regarding sources of funds should be directed to the Department.

21) DAVIS-BACON ACT.

The Davis-Bacon and Related Acts, 40 U.S.C. 3141-3148, (DBRA) apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. The DBRA require contractors and subcontractors to pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The DBRA directs the Department of Labor to determine such locally prevailing wage rates. The DBRA applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The prevailing Davis-Bacon Act wage

provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of $100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBRA-covered contracts.

The Borrower will comply with the following:

a) The Borrower must adhere to the most current wage rate (DBRA) applicable to the project.

b) The bid advertisement for construction must state the wage rate requirements. The wage rate needs to be current at the bid opening.

c) The wage determination (including any additional classifications and wage rates conformed) and a WH-1321 - Davis-Bacon Poster English and a WH-1321 - Davis Bacon Poster Spanish must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen.

d) The wage rate information can be obtained at www.wdol.gov/.

Additionally. the Borrower shall comply with the EPA DBRA requirements as applicable, found at: www.epa.gov/system/files/documents/2023-10/dbra_requirements_for_contractors_and_subcontractors_under_epa_grants.pdf and https://www.epa.gov/system/files/documents/2023-10/dbra_requirements_for_contracts_in_excess_of_100_000_under_epa_grants.pdf.

22) AMERICAN IRON AND STEEL.

The American Iron and Steel (AIS) provision requires Fund assistance recipients to use iron and steel products that are produced in the United States. This requirement applies to projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

Waiver. Each Borrower that receives DWSRF water infrastructure financial assistance is required to use American made iron and steel products in the construction of its project. However, if the recipient can justify a claim made under one of the categories below, a waiver may be granted. Until a waiver is granted by EPA, the AIS requirement must be adhered to as described in the Act.

EPA's implementation memorandum on AIS requirements includes specific instructions for communities interested in applying for a waiver.

How to Request a Waiver

General Steps:

a) Borrower prepares the waiver request and submits it to the Department. The request should include project specifications for the product.

b) The Department reviews and submits the request to EPA.

c) EPA posts the waiver request for public comment on its website for 15 days (see the Waiver Requests Received by EPA tab).

d) EPA provides a response and posts it on its website.

23) BUILD AMERICA, BUY AMERICA (BABA) ACT (Equivalency Projects Only).

In accordance with the Infrastructure Investment and Jobs Act (IIJA), Public Law No. I 17-58, the Borrower must comply with all federal requirements applicable to receiving assistance from IIJA funding, which includes that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States unless:

a) the Borrower has requested and obtained a waiver from the State pertaining to the Project, or the Project is otherwise covered by a general applicability waiver; or
b) all of the contributing Agencies have otherwise advised the Borrower in writing that the BABA requirements are not applicable to the Project.

EPA's BABA implementation memorandum includes specific instructions for product coverage, waivers, co-funding, and documenting compliance. For more information on the BABA requirements, visit the EPA Office of Water's website at https://www.epa.gov/cwsrf/build-america-buy-america-baba or you may also email questions to BABA-OW@epa.gov or contact the State. For information on approved waivers, visit https://www.epa.gov/cwsrf/build-america

24) IRAN DIVESTMENT ACT.

The requirements of Tennessee Code Annotated sections 12-12-101, et seq., addressing contracting with persons as defined at Tennessee Code Annotated section 12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. The Borrower certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tennessee Code Annotated section 12-12-106.

25) BOYCOTT OF ISRAEL.

If applicable to the Borrower, the Borrower must certify that it is not currently engaged in, and covenants that it will not, for the duration of the Agreement, engage in a Boycott of Israel, as that term is defined in Tennessee Code Annotated section 12-4-119.

26) DISADVANTAGED BUSINESS ENTERPRISE (MBE)/WOMEN'S BUSINESS ENTERPRISE (WBE) (Equivalency Projects Only)

Pursuant to 40 CFR Part 33., the Borrower must make a good faith effort to include participation from Disadvantaged Business Enterprises (DBEs) in subcontract awards.

Pursuant to 40 CFR § 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(1) DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and local government recipients, this includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

(6) If the prime contractor awards subcontracts, require the prime contractor to take the steps above.

The Borrower also shall include in its contracts with prime contractors and require any contracts its prime contractor awards to subcontractors to include language to the following effect:

(1) A prime contractor must pay its subcontractors no more than 30 days from the prime contractor's receipt of payment from the Borrower;
(2) The Borrower must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor;
(3) If a DBE subcontractor fails to complete work under the subcontractor for any reason, the prime contractor must employ the six good faith efforts as described in 40 CFR § 33.301 if soliciting a replacement subcontractor.
(4) A prime contractor must employ the six good faith efforts even if the prime contractor has achieved its fair share objective sunder Subpart D of 40 CFR Part 33.

The Borrower shall include in its contracts with its prime contractor the following exact language:

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.

27) TITLE VI COMPLIANCE.

The Borrower shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., pursuant to the guidelines established by the Tennessee Department of Human Resources, by completing all of the following items:

a) Provide name and contact information of the Borrower's Title VI Coordinator to State.

b) Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.

c) Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State and include: 1) dates and duration of each training; 2) list of staff completing training on each date.

d) Annually complete and submit a Title VI self-survey as supplied by Department.

e) Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

f) Additional Title VI resources may be found at: (insert links) .

28) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) (Equivalency Projects Only).

This Agreement requires the Borrower to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Borrower is responsible for ensuring that all applicable FFATA requirements are met and that the Borrower provides information to the State as required.

29) DEBARMENT AND SUSPENSION.

The Borrower certifies, to the best of its knowledge and belief, that it, its current principals, its current subcontractors and their principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b) have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d) have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Borrower shall provide immediate written notice to the Department if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

30) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Equivalency Projects Only).

If applicable and as required by 2 CFR 200.216, the Borrower is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be

an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

31) SIGNAGE (Equivalency Projects Only).

The Borrower shall comply with EPA's June 3, 2015 memorandum on EPA signage requirements, as applicable. The memorandum can be found at: https://www.epa.gov/sites/default/files/2016-07/documents/guidelines_for_enhancing_public_awareness_srf.pdf.

32) WATER SUPPLY COST SAVINGS.

In accordance with Section 2108 of the Water Infrastructure Improvements for the Nation (WIIN) Act (P.L. 114-322), in any application for a grant or loan for the purpose of construction, replacement, or rehabilitation of a drinking water delivery system serving 500 or fewer persons, the Borrower shall self-certify that the Borrower has considered, as an alternative drinking water supply, drinking water delivery systems sourced by publicly owned:

a. Individual wells;
b. Shared wells; and
c. Community wells.

33) GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. The Borrower acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees, including but not limited to, the Department, the Authority, and the employees thereof, arising under this Agreement shall be subject to and limited to those rights and remedies available under Tennessee Code Annotated Title 9, Chapter 8.

34) SEVERABILITY.

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions, or provisions hereof.

35) NOTICES COMMUNICATIONS AND CONTACTS.

All instructions, notices, consents, demands, or other communications required or contemplated by this Project Loan shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below: Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

DRAFT

To Department: State of Tennessee
Department of Environment and Conservation
State Revolving Fund Loan Program
500 James Robertson Parkway
Davy Crockett Building
9th Floor
ATTN: Administrative/Financial Manager

To Authority: Tennessee Local Development Authority
Cordell Hull Building
425 Rep. John Lewis Way N.
Nashville, TN 37243-3400
ATTN: Assistant Secretary

To Borrower: Insert Name of Borrower
Insert Address of Borrower
Insert Address of Borrower
Insert Address of Borrower
ATTN: Insert Borrower Contact

36) SECTION HEADINGS.

Section headings are provided for convenience of reference only and shall not be considered in construing the intent of the parties to this Agreement.

37) SPECIAL CONDITIONS.

38) EFFECTIVE DATE.

The effective date of this Agreement shall be the date on which the Authority approves this Agreement as by the signature.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

DRAFT

BORRROWER

Name: _____

Signature: _____

Date: _____

STATE OF TENNESSEE

BY:

TENNESSEE LOCAL DEVELOPMENT AUTHORITY

Name: _____

Signature: _____

Date: _____

Meeting Approval Date: _____

Interest Rate: _____

DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Name: _____

Signature: _____

Date: _____

DRAFT

ATTACHMENT A

FEDERAL LAWS AND EXECUTIVE ORDERS

ENVIRONMENTAL:

Clean Air Act (Pub. L. 101-549, 42 U.S.C. § 7401, et seq.), as amended.

Endangered Species Act (Pub. L. 93-205, 16 U.S.C. § 1531, et seq.), as amended.

Floodplain Management, Executive Order 11988 42 Fed Reg. 26951 (1977), as amended by Executive Order 12148, 44 FR 43239 (1979) (pertaining to Federal Emergency Management).

Protection of Wetlands, Executive Order 11990, 42 Fed Reg. 26961 (1977), as amended by Executive Order 12608.

Farmland Protection Policy Act, (Pub. L. 97-98, 7 U.S.C. § 4201, et seq.), as amended.

National Historic Preservation Act of 1966, (Pub. L. 113-287, 54 U.S.C. § 300101 et seq.), as amended.

Water Pollution Control Act of 1972 ("Clean Water Act"), (Pub. L. 114-181, 33 U.S.C. § 1251 et seq.), as amended.

Safe Drinking Water Act (Title XIV of the Public Health Service Act, Pub. L. 93-523, 42 U.S.C. § 300f et seq.), as amended.

Wild and Scenic Rivers Act, (Pub. L. 90-542, 28 U.S.C. § 1271, et seq.), as amended.

Archeological and Historic Preservation Act of 1974, (Pub. L. 86-523, 16 U.S.C. 469-469c), as amended.

Magnusen-Stevens Fishery Conservation & Management Act, (Pub. L. 94-365, 16 U.S.C. § 1801, et seq.).

Water Supply Cost Savings Self-Certification (42 U.S.C. 300j-3d(b)).

ECONOMIC AND MISCELLANEOUS AUTHORITIES:

Demonstration Cities and Metropolitan Development Act of 1966, (Pub. L. 89-754, 42 U.S.C. § 3331, et seq.), as amended.

Intergovernmental Review of Federal Programs, Executive Order 12372, 47 Fed. Reg. 30959 (1982), as amended.

Intergovernmental Cooperation Act of 1968, (42 U.S.C. 4201 et seq.)

DRAFT

Procurement Prohibitions under Section 306 of the Clean Air Act, 42 U.S.C. § 7606, and Section 508 of the Clean Water Act, 33 U.S.C. § 1368, including Executive Order 11738, 38 Fed. Reg. 25161(1973) (Administration of Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants and Loans), as amended.

Uniform Relocation and Real Property Acquisition Policies Act (Pub. L. 91-646, 42 U.S.C § 4601, et seq.), as amended.

Debarment and Suspension, Executive Order 12549, 51 Fed. Reg. 6370 (1986), as amended.

Contract Work Hours and Safety Standards Act (Pub. L. 111-350, 40 U.S.C. § 3701, et seq.), as amended.

SOCIAL POLICY AUTHORITIES:

Age Discrimination in Employment Act (Pub. L 114-181, 29 U.S.C. § 621, et seq.), as amended.

The Age Discrimination Act of 1975 (42 U.S.C. § 6102).

Title VI of Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d, et seq.), as amended, and related anti-discrimination statutes.

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 29 U.S.C. § 701), as amended, and Executive Order 12250 (45 Fed. Reg. 72995 (1980)).

Participation by Disadvantaged Business Enterprises in the United States Environmental Protection Agency Programs, 40 CFR Part 33.

Women's and Minority Business Enterprise Executive Orders 11625 (36 Fed. Reg. 19967 ((1971)), 12138 (44 Fed. Reg. 29637 (1979)), and 12432 (48 Fed. Reg. 32551 (1983)).

Section 129 of Small Business Administration Reauthorization and Amendment Act (Pub. L. 100-590, 15 USC § 637), as amended.

STATE LAWS

Drinking Water Revolving Loan Fund Act of 1997, Tenn. Code Ann. §§ 68-221-1201 to -1207, as amended, and rules and regulations promulgated thereunder.

Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq.

Boycott of Israel Prohibition, Tenn. Code Ann. § 12-4-119.

DRAFT

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Thad Jablonski, Asst. City Manager/CFO/City Recorder, tjablonski@columbiatn.gov 931-560-1580

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4585 – AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE NO. 4544, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, SOLID WASTE, CAPITAL PROJECTS, GRANTS, AND WASTEWATER FUNDS AND ESTABLISH THE DATE OF JUNE 11, 2026 AS THE DATE OF PUBLIC HEARING

RECOMMENDATION: Approve Ordinance No. 4585 on first consideration and establish the date of June 11, 2026 as the date of public hearing.

INFORMATION: The proposed ordinance is the third amendment to the FY 2026 Appropriation Ordinance, impacting the General, State Street Aid, Solid Waste, Capital Projects, Grants, and Wastewater Funds.

Within this budget amendment, the following items are included:

- Budget/Transfer funds from General Fund ($1,326,650 from General funds and $165,000 from Tourism Enhancement funds) to Capital Projects for Communications Equipment ($36,650), Burn Box ($219,000), Drag Machine (sports tourism - $55,000), Skid Steer (sports tourism - $110,000), reduce Parks salaries by $200,000, reduce ARC Machinery by $400,000 and increase ARC HVAC by combined amount, Fire Truck ($925,000),
- Budget $144,000 for CPWS and Benchmark increases,
- Haz-Mat payment from Tennessee Southern Railroad ($7,496.77),
- Neel Schaffer - assessment along Nashville Hwy at Baker Rd & Burt Dr totaling $20,000,
- Budget 2026 Fire Rescue Squad Grant in amount of $9,450,
- Budget $550,000 for Engineering for Pumpkin Creek Project.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2026 by $3,457,247 to $188,428,637.

CERTIFICATION: N/A.

ATTACHMENTS: Staff Report, Ordinance No. 4585; Supporting Documentation; FY 2026 Budgeted Expenditure Summary.

ORDINANCE NO. 4585

AN ORDINANCE TO AMEND THE FISCAL YEAR 2025-2026 BUDGET ORDINANCE NO. 4544, AS AMENDED, PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, SOLID WASTE, CAPITAL PROJECTS, GRANTS, AND WASTEWATER FUNDS

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That Ordinance No. 4544, the same being the Appropriation Ordinance for the City of Columbia for the Fiscal Year July 1, 2025 through June 30, 2026, be amended. That the total budget appropriation for the fiscal year be increased from $184,971,390 to $188,428,637, an increase of $3,457,247.

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

General Government total of $15,839,071 be amended to $17,000,721, an increase of $1,161,650.

Fire total of $10,098,440 be amended to $10,105,936, an increase of $7,497.

Parks total of $5,158,792 be amended to $4,958,792, a decrease of $200,000.

State Street Aid total of $4,432,844 be amended to $4,452,844, an increase of $20,000.

Solid Waste total of $4,897,912 be amended to $5,260,912, an increase of $363,000.

Capital Projects total of $13,572,489 be amended to $15,118,139, an increase of $1,545,650.

Grants total of $3,899,006 be amended to $3,908,456, an increase of $9,450.

Wastewater total of $101,683,536 be amended to $102,233,536, an increase of $550,000.

ALL OTHER APPROPRIATIONS REMAIN THE SAME.

Section 3: This ordinance is enacted pursuant to and in compliance and conformity with Article 9, Section 9 of the Charter of the City of Columbia, with Notice of Public Hearing published on the 25th day of February, 2026, and it shall be executed and construed consistent with said charter and laws of the State of Tennessee.

Section 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS THE 11th DAY OF JUNE, 2026.

_____

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: _____

Summary of Appropriation Amendment #4
1st Consideration - May 14th (5/14/26)

General City Admin		
Budget transfer to Capital Projects		1,326,650.00
Transfer funds from Tourism Enhancement for Sports Tourism Equipment		(165,000.00)
Total General City Admin	**$**	**1,161,650.00**
Fire		
Haz-Mat payment from Tennessee Southern Railroad		7,496.77
Total Fire	**$**	**7,496.77**
Parks		
Reduce funds to transfer to Capital Projects		(200,000.00)
Total Parks	**$**	**(200,000.00)**
TOTAL GENERAL FUND	**$**	**969,146.77**
State Street Aid		
Neel Schaffer - assessment along Nashville Hwy at Baker Rd & Burt Dr		20,000.00
Total State Street Aid	**$**	**20,000.00**
Sanitation		
Transfer to Capital		219,000.00
Adjustment to cover CPWS and Benchmark increases		144,000.00
Total Sanitation	**$**	**363,000.00**
Capital Projects		
Communications Equipment from Old Tower to New Tower		36,650.00
Purchase burn box in FY 26		219,000.00
Purchase Drag Machine - FY26 Sport Tourism - for Ridley Sports Complex		55,000.00
Purchase Kubota Skid Steer - FY26 Sport Tourism - for Ridley Sports Complex		110,000.00
Budget/transfer HVAC project funds for ARC - transfer in		200,000.00
Budget/transfer HVAC project funds for ARC - reduce account		(400,000.00)
Budget/transfer HVAC project funds for ARC - add to account		400,000.00
Purchase Fire Truck (May 2026 agenda)		925,000.00
Total Capital Projects	**$**	**1,545,650.00**
Grants		
2026 Rescue Squad Grant - Rope Harness and Inflatable Raft		9,450.00
Total Grants	**$**	**9,450.00**
Wastewater Fund		
Engineering for Pumpkin Creek Project		550,000.00
Total Wastewater (Sewer) Fund	**$**	**550,000.00**
Total Increase - All Funds (First Consideration)	**$**	**3,457,246.77**

CITY OF COLUMBIA
FY 2026 APPROPRIATION AMENDMENT #3
First Consideration 5/14/26

1) Transfer/budget funds from budgeted reserves for budget requests for Police

Budget transfer for tourism/CMO portion

Decrease Expenditures

11041950-OC800	$	165,000.00	General Govt - Tourism-Reserves
11044480-OC110	$	200,000.00	Parks - ARC - Salaries

Increase Expenditures

11041900-OC766	$	1,326,650.00	Gen Govt - Tsf to CPF
12743210-OC766	$	219,000.00	SAN - Tsf to CPF

Increase Revenues

31137940	$	1,326,650.00	CPF-Transfer From General Fund
31137941	$	219,000.00	CPF-Transfer From Other Funds

Increase Expenditures

31141900-OC945	$	36,650.00	CPF-Gen Govt - Computer Equipment
31143210-OC942	$	219,000.00	CPF-Sanitation - Admin - Machinery/Equipment
31144450-OC941	$	55,000.00	CPF-Ridley - Auto
31144450-OC941	$	110,000.00	CPF-Ridley - Auto
31144480-OC930	$	200,000.00	CPF-ARC - Improvement other than Bldgs
31144480-OC942	$	(400,000.00)	CPF-ARC - Machinery/Equipment
31144480-OC930	$	400,000.00	CPF-ARC - Improvement other than Bldgs
31142220-OC941	$	925,000.00	CPF-Fire-Supp - Auto

2) Budget Fire Dept. Haz-Mat payment from Tennessee Southern Railroad

Increase Revenues

110-34225	$	7,496.77	Fire & EMA Services Charge

Increase Expenditures

11042260-OC800	$	7,496.77	Fire - Emergency Management - Reserves

3) Budget Neel Schaffer - assessment along Nashville Hwy at Baker Rd & Burt Dr

Increase Revenues

12137110	$	20,000.00	Prior Year Revenue

Increase Expenditures

12143100-OC250	$	20,000.00	State Street Aid - Prof Services

4) Budget Adjustment to cover CPWS and Benchmark increases

Increase Revenues

12737110	$	144,000.00	Prior Year Revenue

Increase Expenditures

12743210-OC290	$	144,000.00	Sanitation - Admin - Other

5) Budget 2026 Rescue Squad Grant - Rope Harness and Inflatable Raft

Increase Revenues

322-33462	$	9,450.00	Grants - 2026 Rescue Squad Grant

Increase Expenditures

32242260-OC321	$	9,450.00	Grants - Rescue Squad Grant - Controllable Assets

6) Budget US Bank Payment - Debt Service Fee Annual Amount

Increase Revenues

412-37110	$	550,000.00	Prior Year Revenue

Increase Expenditures

412-52215-OC931	$	550,000.00	WW - Pumping Stations - Pumpkin Creek PS

FY 2026 Budget Summary - AA#4						
5/14/2026						
		SERVICES &		CAPITAL	DEBT	AA#4
Departments	PERSONNEL	SUPPLIES	TRANSFERS	OUTLAY	SERVICE	FY 2026
City Council	$98,627	$472,900	$0	$0	$0	$571,527
Legal Services	$278,494	$27,100	$0	$0	$0	$305,594
Management Info Systems	$409,408	$395,455	$0	$0	$0	$804,863
City Manager	$658,956	$301,888	$0	$0	$0	$960,844
Finance & City Recorder	$1,278,695	$62,398	$0	$0	$0	$1,341,093
Human Resources	$215,082	$37,488	$0	$0	$0	$252,570
General City Admin	$1,641,812	$5,976,297	$9,382,612	$0	$0	$17,000,721
Police	$10,121,754	$1,989,281	$0	$0	$0	$12,111,035
Fire	$9,207,355	$898,581	$0	$0	$0	$10,105,936
Streets & Maintenance	$3,621,471	$846,563	$0	$0	$0	$4,468,034
Development Services	$2,377,861	$465,860	$0	$0	$0	$2,843,721
Parks & Recreation	$3,746,607	$1,212,185	$0	$0	$0	$4,958,792
Total General Fund	$33,656,122	$12,685,996	$9,382,612	$0	$0	$55,724,730
State Street Aid Fund	$0	$2,166,823	$2,286,021	$0	$0	$4,452,844
N&V Chief's Fund	$0	$140,000	$0	$0	$0	$140,000
Street & Transportation Fund	$0	$80,000	$0	$0	$0	$80,000
Drug Fund	$0	$81,053	$40,000	$50,000	$0	$171,053
Solid Waste (Sanitation) Fund	$2,031,235	$2,500,077	$729,600	$0	$0	$5,260,912
Debt Service Fund	$0	$0	$0	$0	$1,338,969	$1,338,969
Capital Projects Fund	$0	$500,000	$0	$14,618,139	$0	$15,118,139
Grants Fund	$0	$2,054,450	$0	$1,854,006	$0	$3,908,456
Wastewater (Sewer) Fund	$4,341,608	$6,327,963	$0	$84,070,556	$7,493,409	$102,233,536
Grand Total	$40,028,965	$26,536,363	$12,438,232	$100,592,700	$8,832,378	$188,428,637

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: 1ST CONSIDERATION OF ORDINANCE NO. 4586 - AN ORDINANCE FIXING THE TAX RAE FOR THE CITY OF COLUMBIA FOR THE YEAR 2026 ON ALL TAXABLE PROPERTY AT THE RATE OF $0.8251 PER $100.00 AND ESTABLISH THE DATE OF JUNE 11, 2026 AS THE DATE OF PUBLIC HEARING-CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4586 on first consideration and establish the date of June 11, 2026 as the date of Public Hearing.

INFORMATION: Annually, the City Council adopts the property tax rate by Ordinance. This proposed Ordinance calls for the tax rate of $0.8251 per $100.00 of assessed value for the 2026 City taxes.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinance 4543; 1st Consideration - Ordinance No 4543

AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2026 ON ALL TAXABLE PROPERTY AT THE RATE OF $0.8251 PER $100.00

BE IT ORDAINED BY THE CITY OF COLUMBIA, TENNESSEE:

Section 1: That there is hereby levied on all taxable property, real, personal and mixed, the sum of $0.8251 on each $100.00 of such taxable property for the year 2026 for the following purposes:

General Corporation Purposes	$0.8251

Section 2: That this Ordinance is enacted pursuant to Article 9, Section 9.07 (2) of the Charter of the City of Columbia, consistent and in conformity with which it shall be administered, executed and construed.

Section 3: That such taxes shall become delinquent on the fifteenth (15th) day of December, 2026, and immediately upon the delinquency of such taxes, shall bear interest at the rate of one-half percent (1/2%) from December 16, 2026 through December 31, 2026 and thereafter at the rate of six percent (6%) per annum, and in addition, a penalty of one-half of one percent shall apply for each month thereafter, beginning with the first day of January, 2027.

Section 4: This Ordinance is passed after a public hearing held on the 11th day of June 2026, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the _____ day of _____, 2026.

_____
CHARLES (CHAZ) M. MOLDER - MAYOR

ATTEST:

_____
THAD H. JABLONSKI – CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

APPROVED ON FIRST CONSIDERATION:

_____
ANTHONY R. MASSEY – CITY MANAGER

Passed 1st Consideration _____

Passed 2nd Consideration _____

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Thad Jablonski, Asst. City Manager/CFO/City Recorder, tjablonski@columbiatn.gov 931-560-1580

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4587 – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2026 THROUGH JUNE 30, 2027 AND ESTABLISH JUNE 11, 2026 AS THE DAY OF PUBLIC HEARING

RECOMMENDATION: Approve Ordinance No. 4587 on first consideration and establish the date of June 11, 2026 as the date of public hearing.

INFORMATION: Each year, pursuant to the City Charter, the City Council considers the formal adoption of the City budget through an appropriation ordinance for the coming year. The proposed budget was delivered to the City Council at the May 7th study session. The Wastewater budget was presented to the City Council in April one-on-one sessions. One-on-one meetings were held for review of other departments and funds in advance of first consideration. Additional meetings will be scheduled as necessary. A Public Hearing is required prior to second consideration and will be scheduled for June 11, 2026. Required publication of the tentative Appropriation Ordinance was made in the Main Street Maury newspaper on May 6, 2027.

Per past practice, the City Council is being requested to advance the Appropriation Ordinance for the upcoming fiscal year based upon the appropriations listed in the proposed budget. The total proposed budget is $84,442,401.

Second consideration and final adoption of the proposed ordinance is tentatively scheduled for June 11, 2026.

CERTIFICATION: N/A.

ATTACHMENTS: Staff Report, Ordinance No. 4587.

ORDINANCE NO. 4587

AN APPROPRIATION ORDINANCE FOR THE CITY OF COLUMBIA, TENNESSEE AS AMENDED FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the governing body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget.

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

SECTION 1. That amounts hereinafter set out constitute the estimated revenues and the budgeted expenditures for the City of Columbia, Tennessee, and the said sums specified herein are hereby appropriated for the purpose of meeting the expenses of the various departments and programs of the City of Columbia for the fiscal year beginning July 1, 2026 and ending June 30, 2027, to wit:

GENERAL FUND

	FY 2024-2025 ACTUAL	FY 2025-2026 ESTIMATED	FY 2026-2027 BUDGET
Beginning Fund Balance			$ 49,566,434
Revenues and Other Sources:			
Taxes	$ 40,984,605	$ 38,175,700	$ 37,731,801
Licenses and Permits	3,242,957	1,935,200	1,673,700
Fines and Fees	204,259	182,260	232,100
Charges for Services	448,597	239,000	224,000
Intergovernmental	6,218,156	6,625,500	6,452,400
Interest	1,507,892	637,004	637,004
Other	1,027,535	605,667	4,469,773
Total Revenues and Sources	$ 53,634,002	$ 48,400,331	$ 51,420,778
Total Funds Available			$ 100,987,212

Note: FY 2024-2025 and FY 2025-2026 columns are shown for informational purposes only.

GENERAL FUND

	FY 2024-2025 ACTUAL	FY 2025-2026 ESTIMATED	FY 2026-2027 BUDGET
Expenditures and Other Uses:			
City Council	$ 424,203	$ 538,923	$ 545,913
Legal Services	254,268	287,023	298,629
City Manager's Office	574,763	671,143	902,157
Management Information Systems	597,903	801,994	820,473
Finance & City Recorder's Office	1,157,153	1,295,648	1,376,645
Human Resources	221,573	251,881	259,794
General City Admin	5,051,338	5,998,501	6,562,284
Police Department	11,166,259	11,699,594	12,294,680
Fire Department	9,384,460	10,149,234	10,496,411
Public Works-Streets	3,918,140	4,504,385	4,664,747
Development Services	2,196,652	2,768,742	2,849,648
Parks and Recreation	3,953,345	5,495,145	5,262,074
Transfer to Capital Projects Fund	13,441,505	6,702,123	3,762,273
Transfer to Debt Service Fund	1,319,981	1,317,919	1,325,050
Transfer to Grants Fund	776,162	-	-
Total Expenditures and Other Uses	$ 54,437,707	$ 52,482,254	$ 51,420,778
	$ 38,900,059		
Estimated Ending Fund Balance			$ 49,566,434

Note: FY 2024-2025 and FY 2025-2026 columns are shown for informational purposes only.

STATE STREET AID FUND

	FY 2024-2025 ACTUAL	FY 2025-2026 ESTIMATED	FY 2026-2027 BUDGET
Beginning Fund Balance			$ 1,367,321
Revenues:			
State Fuel Taxes	$ (1,479,436)	$ (1,712,860)	$ (1,583,823)
Other	-	-	-
Interest Earnings	(29,292)	-	8,000
Total Revenues	$ (1,508,728)	$ (1,712,860)	$ (1,575,823)
Total Funds Available			$ (208,502)
Expenditures:			
Street Maintenance	$ 942,560	$ 2,687,388	$ 1,196,823
Transfer to Capital Projects Fund	-	1,500,000	-
Capital Outlay	209,271	-	395,000
Total Expenditures	$ 1,151,831	$ 4,187,388	$ 1,591,823
Estimated Ending Fund Balance			$ (1,800,325)

Note: FY 2024-2025 and FY 2025-2026 columns are shown for informational purposes only.

NARCOTICS & VICE FUND

	FY 2024-2025 ACTUAL	FY 2025-2026 ESTIMATED	FY 2026-2027 BUDGET
Beginning Fund Balance			$ 48,172
Revenues and Other Sources:			
Settlements	$ (117)	$ (100,000)	$ (100,000)
Transfer from Drug Fund	-	(40,000)	(40,000)
Miscellaneous Revenue	-		
Interest Earnings	$ -	$ -	$ -
Total Revenues	$ (117)	$ (140,000)	$ (140,000)
Total Funds Available			$ (91,828)
Expenditures:			
Drug Enforcement	$ 928	$ 140,000	$ 140,000
Total Expenditures	$ 928	$ 140,000	$ 140,000
Estimated Ending Fund Balance			$ (231,828)

Note: FY 2024-2025 and FY 2025-2026 columns are shown for informational purposes only.

STREETS & TRANSPORTATION FUND

	FY 2024-2025 ACTUAL	FY 2025-2026 ESTIMATED	FY 2026-2027 BUDGET
Beginning Fund Balance			$ 70,669
Revenues:			
State Fuel Taxes	$ (77,191)	$ (100,000)	$ (79,900)
Miscellaneous Revenue	-	-	-
Interest Earnings	(368)	-	(100)
Total Revenues	$ (77,558)	$ (100,000)	$ (80,000)
Total Funds Available			$ (9,331)
Street lighting-utilities	$ 75,000	$ 80,000	$ 80,000
Total Expenditures and Other Uses	$ 75,000	$ 80,000	$ 80,000
Estimated Ending Fund Balance			$ (89,331)

Note: FY 2024-2025 and FY 2025-2026 columns are shown for informational purposes only.

DRUG FUND

	FY 2024-2025 ACTUAL	FY 2025-2026 ESTIMATED	FY 2026-2027 BUDGET
Beginning Fund Balance			$ 266,857
Revenues:			
Drug Related Fines/Other	$ 14,431	$ 18,000	$ 169,453
Interest Earnings	3,359	2,459	1,600
Total Revenues	$ 17,790	$ 20,459	$ 171,053
Total Funds Available			$ 437,910
Expenditures and Other Uses:			
Drug Enforcement	$ 35,900	$ 71,859	$ 131,053
Transfer to N&V Fund	-	40,000	40,000
Capital Outlay	-	-	-
Total Expenditures and Other Uses	$ 35,900	$ 111,859	$ 171,053
Estimated Ending Fund Balance			$ 266,857

Note: FY 2024-2025 and FY 2025-2026 columns are shown for informational purposes only.

SOLID WASTE SANITATION REVENUE FUND

	FY 2024-2025 ACTUAL	FY 2025-2026 ESTIMATED	FY 2026-2027 BUDGET
Beginning Fund Balance			$ 1,927,636
Revenues and Other Sources:			
Charges for Services	$ (4,726,067)	$ (4,770,500)	$ (4,635,200)
Other	(6,753)	(6,700)	(10,000)
Transfer from General Fund	-	-	
Interest Earnings	(21,129)	(4,100)	(12,112)
Total Revenues	$ (4,753,949)	$ (4,781,300)	$ (4,657,312)
Total Funds Available			$ (2,729,676)
Expenditures and Other Uses:			
Sanitation operations	$ 4,208,474	$ 4,708,891	$ 4,747,397
Capital outlay (Transfer to Capital Projects Fund)	-	510,600	565,000
Transfer to Debt Service Fund	76,063	-	-
Total Expenditures and Other Uses	$ 4,284,537	$ 5,219,491	$ 5,312,397
Estimated Ending Fund Balance			$ (8,042,073)

Note: FY 2024-2025 and FY 2025-2026 columns are shown for informational purposes only.

DEBT SERVICE FUND

	FY 2024-2025 ACTUAL	FY 2025-2026 ESTIMATED	FY 2026-2027 BUDGET
Beginning Fund Balance			$342,858
Revenues:			
Transfer from General Fund	$ (1,319,981)	$ (1,317,919)	$ (1,325,050)
Transfer from Sanitation Fund	(76,063)	-	
Proceeds from Sale of Bonds	-	-	-
Other	-	-	-
Interest Earnings	(13,076)	-	(21,050)
Total Revenues and Other Sources	$ (1,409,120)	$ (1,317,919)	$ (1,346,100)
Total Funds Available			$ (1,003,242)
Debt Service Expenditures	$ 1,396,688	$ 1,318,969	$ 1,346,100
Estimated Ending Fund Balance			$ (2,349,342)

Note: FY 2024-2025 and FY 2025-2026 columns are shown for informational purposes only.

CAPITAL PROJECTS FUND

	FY 2024-2025 ACTUAL	FY 2025-2026 BUDGET*	FY 2026-2027 BUDGET*
Revenues And Other Sources:			
Federal, State and Private Sources	$ -	$ -	$ -
Transfer from General Fund	(13,441,505)	(6,702,123)	(3,762,273)
Transfer from Other Funds		(1,883,040)	(565,000)
Debt Proceeds	-	-	-
Other Funding Sources	-	-	(490,000)
Interest Earnings	(206,111)	(1,600)	(10,000)
Total Revenues and Other Sources	$ (13,647,616)	$ (8,586,763)	$ (4,827,273)
Expenditures:			
MIS	$ 255,271	$ 633,143	$ 393,000
City Manager's Office	-	-	-
General Govt	1,836,163		500,000
Tourism	79,178		
Police	735,640	739,760	1,440,773
Fire	5,241,209	720,537	162,000
Streets	1,418,765	105,213	1,526,500
Development Services	54,528	540,000	35,000
Parks	5,543,112	2,062,654	205,000
Sanitation	-	362,266	565,000
Other			-
Total Project Appropriations and Other Uses	$ 15,163,867	$ 5,163,573	$ 4,827,273

* Project appropriations shown are amounts estimated to remain for outstanding or committed projects or project phases. Balances remaining at the end of any fiscal year may carry over to subsequent years.

Note: FY 2024-2025 and FY 2025-2026 columns are shown for informational purposes only.

GRANTS FUND

	FY 2024-2025 ACTUAL	FY 2025-2026 BUDGET*	FY 2026-2027 BUDGET*
Revenues And Other Sources:			$1,350,978
Revenues:			
Transfer From General Fund	$ -	$ -	$ -
Transfer From Capital Projects Fund	-		-
Transfer From Sanitation Fund	-	-	-
Grant proceeds	-	-	-
Other Funding Sources	(256)	-	-
Interest Earnings	-	-	-
Total Revenues and Other Sources	$ (256)	$ -	$ -
Total Funds Available			$ 1,350,978
Grant Expenditures	$ 984,508	$ 1,300,000	$ 762,323
Estimated Ending Fund Balance			$ 588,655

SECTION 2. That the following amounts in the Wastewater Fund are projected operating revenues and expenses for the fiscal year beginning July 1, 2026 and ending June 30, 2027 and are provided for informational purposes.

Operating Revenues	$ 18,373,264
Operating Expenses	$ 18,790,654

SECTION 3. That total actual expenditures for the funds shown in Sections 1 and 2 herein shall not exceed total appropriations for said funds, except as may be provided by ordinance to amend the budget.

SECTION 4. Said amounts so allocated and appropriated to be on the basis of the analysis of disbursements as shown in the budget, which will be considered by the City Council. All warrants for expenditure of funds hereinafter appropriated shall be drawn by the Chief Financial Officer and signed by the Mayor, City Manager and Chief Financial Officer.

SECTION 5. That a detailed line item financial plan to support the budget as set forth herein shall be provided to the City Council and to the various departments of the City, which financial plan shall be used as guidance and generally followed in incurring expenditures and obligations on behalf of the City.

SECTION 6. That upon second and final passage, this ordinance shall be effective as of July 1, 2026, which is the beginning of the Fiscal Year, the public welfare requiring it, and that all ordinances or part of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

SECTION 7. This ordinance is enacted pursuant to and in compliance and conformity with Article 9 of the Charter of the City of Columbia and has been published on the 6th day of May 2026 and it shall be executed and construed consistent with the Charter and the laws of the State of Tennessee. A public hearing has been noticed and held on the 11th of June, 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS THE 11th DAY OF JUNE, 2026.

_____
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: _____

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Wanda McClain, HR Director, wmcclain@columbiatn.gov, 931-560-1574

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4588 - THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2026-2027 FISCAL YEAR.

RECOMMENDATION: Approve Ordinance No. 4588 on first consideration.

INFORMATION: Each year, the Classification and Compensation Plan for employees is reviewed and updated as needed. This year's plan adjusts the salary range by 3.5%. Employees that are full-time or part-time regular will receive a 4% pay increase.

No new positions are being added to this plan.

Two (2) positions are proposed for FY2026-2027:

- One (1) additional Police Officer
- One (1) additional Fire Engineer

In addition, three (3) positions have been modified and include:

- Adding one (1) FT Codes Enforcement Officer and removing one (1) PT Codes Enforcement Officer
- Adding one (1) FT Assistant Director for Parks and removing one (1) FT Equipment Operator and one (1) FT Rec Aid II
- Adding two (2) Recreation Coordinators and removing five (5) PT lifeguards.

ATTACHMENTS: Staff Report, Ordinance No. 4588, Exhibit A.

AN ORDINANCE TO APPROVE THE CLASSIFICATION AND COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF COLUMBIA FOR THE 2026-2027 FISCAL YEAR

WHEREAS, pursuant to Article 4, and Article 9, of the City Charter, the City of Columbia shall, among other things, establish, alter, or abolish city departments, offices, or agencies and set all salaries in all departments by Ordinance, and

WHEREAS, the city is increasing the established salary ranges by 3.5 percent; and

WHEREAS, the city is providing full and part-time regular employees with a 4 percent pay increase; and

WHEREAS, the city is adding one full-time Codes Enforcement Officer for the Development Services Department, Grade G; and removing one part-time Codes Enforcement Officer, Grade G; and

WHEREAS, the city is adding one full-time Assistant Director for the Parks and Recreation Department, Grade L; and removing one full-time Equipment Operator, Grade E; and removing one full-time Recreation Aide II, Grade D; and

WHEREAS, the city is adding two full-time Recreation Coordinators for the Parks and Recreation Department, Grade F, and removing five part-time Lifeguards, Grade B; and

WHEREAS, the city is adding one full-time Police Officer for the Police Department, Grade G; and

WHEREAS, the city is adding one full-time Fire Engineer for the Fire and Rescue Department, Grade G.

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

Section 1: The classification and compensation plan for the employees of the City of Columbia for the fiscal year of 2026-2027, which is attached hereto as Exhibit A and incorporated herein by reference, is approved.

Section 2: The ordinance shall take effect July 1, 2026, and all pay adjustments will be implemented in the pay period in which July 1 occurs.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS THE ____ OF _____, 2026.

_____
CHARLES (CHAZ) MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

_____
JAKE HUBBELL, CITY ATTORNEY

APPROVED ON FIRST CONSIDERATION:

_____
ANTHONY R. MASSEY – CITY MANAGER

Passed 1st Consideration _____

Passed 2nd Consideration _____

City of Columbia

Exhibit A

Classification and Compensation Plan FY 2026-2027

Part time regular employees will receive increase at the same rate and time as regular full time employees and are authorized to work a maximum of 1456 hours per year, (28 hours per week)

Section 1: All full and part time regular employees will be paid from the following:

				Beginning		Maximum	
Department	Job Title	Annual Hours	Pay Grade	Hourly	Annualized	Hourly	Annualized
CITY MANAGER	Assistant City Manager**	2,080	O	60.78	126,422	82.23	171,038
CITY MANAGER	Tourism and Marketing Director**	2,080	M	48.45	100,776	65.55	136,344
CITY MANAGER	PIO/Communications Coordinator**	2,080	H	27.50	57,200	37.20	77,376
CITY MANAGER	Executive Secretary	2,080	H	27.50	57,200	37.20	77,376
CITY MANAGER	Marketing Coordinator	2,080	G	24.55	51,064	33.21	69,077
CITY MANAGER	Senior Administrative Assistant	2,080	F	21.93	44,054	29.67	59,613
CITY MANAGER	Administrative Assistant	2,080	E	19.57	40,706	26.47	55,058
DEVELOPMENT SERV	Director of Development Services**	2,080	N	54.26	112,861	73.42	152,714
DEVELOPMENT SERV	City Engineer**	2,080	N	54.26	112,861	73.42	152,714
DEVELOPMENT SERV	Assistant City Engineer**	2,080	M	48.45	100,776	65.55	136,344
DEVELOPMENT SERV	City Planner**	2,080	M	48.45	100,776	65.55	136,344
DEVELOPMENT SERV	Chief Building Official**	2,080	L	43.27	90,002	58.54	121,763
DEVELOPMENT SERV	Engineer II **	2,080	L	43.27	90,002	58.54	121,763
DEVELOPMENT SERV	Principal Planner **	2,080	K	38.62	80,330	52.26	108,701
DEVELOPMENT SERV	GIS Analyst	2,080	K	38.62	80,330	52.26	108,701
DEVELOPMENT SERV	Engineer I	2,080	J	34.48	71,718	46.66	97,053
DEVELOPMENT SERV	Building & Codes Asst Chief	2,080	I	30.80	64,064	41.66	86,653
DEVELOPMENT SERV	Planner II **	2,080	I	30.80	64,064	41.66	86,653
DEVELOPMENT SERV	Building Inspector II	2,080	H	27.50	57,200	37.20	77,376
DEVELOPMENT SERV	Planner I	2,080	H	27.50	57,200	37.20	77,376
DEVELOPMENT SERV	Engineering Inspector	2,080	H	27.50	57,200	37.20	77,376
DEVELOPMENT SERV	Engineering Associate	2,080	G	24.55	51,064	33.21	69,077
DEVELOPMENT SERV	Building Inspector I	2,080	G	24.55	51,064	33.21	69,077
DEVELOPMENT SERV	Engineering Technician	2,080	G	24.55	51,064	33.21	69,077
DEVELOPMENT SERV	Code Enforcement Officer	2,080	G	24.55	51,064	33.21	69,077
DEVELOPMENT SERV	Code Enforcement Officer	1,456	G	24.55	51,064	33.21	69,077
DEVELOPMENT SERV	Senior Administrative Assistant	2,080	F	21.93	44,054	29.67	59,613
DEVELOPMENT SERV	Administrative Assistant	2,080	E	19.57	40,706	26.47	55,058
DEVELOPMENT SERV	Planning Technician	2,080	E	19.57	40,706	26.47	55,058
DEVELOPMENT SERV	Permit Technician	2,080	E	19.57	40,706	26.47	55,058
DEVELOPMENT SERV	Building Maintenance and Custodian	2,080	D	17.48	36,358	23.64	49,171

DEVELOPMENT SERV	Custodial Worker	1,456	C	15.61	22,728	21.11	30,736
FINANCE / CITY RECORDER	Finance Director / Asst. City Manager / City Recorder**	2,080	P	68.07	141,586	92.09	191,547
FINANCE / CITY RECORDER	Finance Director**	2,080	N	54.26	112,861	73.42	152,714
FINANCE / CITY RECORDER	Assistant Finance Director**	2,080	L	43.27	90,002	58.54	121,763
FINANCE / CITY RECORDER	City Recorder**	2,080	L	43.27	90,002	58.54	121,763
FINANCE / CITY RECORDER	Assistant City Recorder**	2,080	K	38.62	80,330	52.26	108,701
FINANCE / CITY RECORDER	Benefits Administrator	2,080	J	34.48	71,718	46.66	97,053
FINANCE / CITY RECORDER	Staff Accountant**	2,080	J	34.48	71,718	46.66	97,053
FINANCE / CITY RECORDER	Purchasing Agent**	2,080	I	30.80	64,064	41.66	86,653
FINANCE / CITY RECORDER	Senior Accounting Technician	2,080	G	24.55	51,064	33.21	69,077
FINANCE / CITY RECORDER	Accounting Specialist	2,080	G	24.55	51,064	33.21	69,077
FINANCE / CITY RECORDER	Court and Internal Records Administrator	2,080	F	21.93	45,614	29.67	61,714
FINANCE / CITY RECORDER	Accounting Technician	2,080	E	19.57	40,706	26.47	55,058
FINANCE / CITY RECORDER	Accounting Technician	1,456	E	19.57	40,706	26.47	55,058
FIRE AND RESCUE	Fire Chief**	2,080	O	60.78	126,422	82.23	171,038
FIRE AND RESCUE	Deputy Fire Chief **	2,080	N	54.26	112,861	73.42	152,714
FIRE AND RESCUE	Assistant Fire Chief - Emergency Management**	2,080	M	48.45	100,776	65.55	136,344
FIRE AND RESCUE	Assistant Fire Chief - Admin**	2,080	M	48.45	100,776	65.55	136,344
FIRE AND RESCUE	Assistant Fire Chief - Suppression**	2,080	M	48.45	100,776	65.55	136,344
FIRE AND RESCUE	Chief Training Fire Officer **	2,080	K	38.62	80,330	52.26	108,701
FIRE AND RESCUE	Fire Marshal	2,080	K	38.62	80,330	52.26	108,701
FIRE AND RESCUE	Battalion Chief	2,764	K	29.06	80,330	39.33	108,701
FIRE AND RESCUE	Fire Captain	2,080	J	34.48	71,718	46.66	97,053
FIRE AND RESCUE	Fire Captain - OEM	2,764	J	25.95	71,718	35.11	97,053
FIRE AND RESCUE	Medical Training Captain / Community Risk Reduction Officer	2,080	J	34.48	71,718	46.66	97,053
FIRE AND RESCUE	Assistant Fire Marshal	2,080	J	34.48	71,718	46.66	97,053
FIRE AND RESCUE	Fire Lieutenant	2,764	I	23.18	64,064	31.35	86,653
FIRE AND RESCUE	Medical Officer	1,456	I	30.80	44,845	41.66	60,657
FIRE AND RESCUE	Fire Inspector	2,080	H	27.50	57,200	37.20	77,376
FIRE AND RESCUE	Community Risk Reduction Officer	2,080	H	27.50	57,200	37.20	77,376
FIRE AND RESCUE	Fire Engineer	2,764	H	20.69	57,200	27.99	77,376
FIRE AND RESCUE	Firefighter	2,764	G	18.47	51,064	24.99	69,077
FIRE AND RESCUE	Building Maintenance	2,080	F	21.93	45,614	29.67	61,714
FIRE AND RESCUE	Fire Cadet	1,456	F	16.50	24,024	22.33	32,512
FIRE AND RESCUE	Senior Administrative Assistant	2,080	F	21.93	44,054	29.67	59,613
FIRE AND RESCUE	Administrative Assistant	2,080	E	19.57	40,706	26.47	55,058
MIS	MIS Director**	2,080	N	54.26	112,861	73.42	152,714
MIS	System Administrator**	2,080	K	38.62	80,330	52.26	108,701

MIS	Network Administrator**	2,080	H	27.50	57,200	37.20	77,376
MIS	PC Specialist	2,080	G	24.55	51,064	33.21	69,077
PARKS AND RECREATION	Director of Parks and Recreation**	2,080	N	54.26	112,861	73.42	152,714
PARKS AND RECREATION	Assistant Director Parks**	2,080	L	43.27	90,002	58.54	121,763
PARKS AND RECREATION	Assistant Director Rec**	2,080	L	43.27	90,002	58.54	121,763
PARKS AND RECREATION	Marketing and Communications Manager	2,080	J	34.48	71,718	46.66	97,053
PARKS AND RECREATION	P & R Maintenance Supervisor	2,080	J	34.48	71,718	46.66	97,053
PARKS AND RECREATION	Aquatics Manager	2,080	I	30.80	64,064	41.66	86,653
PARKS AND RECREATION	Operation - Athletics Manager	2,080	I	30.80	64,064	41.66	86,653
PARKS AND RECREATION	Recreation Manager	2,080	I	30.80	64,064	41.66	86,653
PARKS AND RECREATION	Office Manager	2,080	I	30.80	64,064	41.66	86,653
PARKS AND RECREATION	Crew Leader - Parks and Recreation	2,080	H	27.50	57,200	37.20	77,376
PARKS AND RECREATION	Turf Manager	2,080	G	24.55	51,064	33.21	69,077
PARKS AND RECREATION	Recreation Coordinator	2,080	F	21.93	45,614	29.67	61,714
PARKS AND RECREATION	Senior Administrative Assistant	2,080	F	21.93	44,054	29.67	59,613
PARKS AND RECREATION	Administrative Assistant	2,080	E	19.57	40,706	26.47	55,058
PARKS AND RECREATION	Equipment Operator	2,080	E	19.57	40,706	26.47	55,058
PARKS AND RECREATION	Building and Grounds Maintenance II	2,080	E	19.57	40,706	26.47	55,058
PARKS AND RECREATION	Recreation Programmer	2,080	E	19.57	40,706	26.47	55,058
PARKS AND RECREATION	Recreation - Programmer Aquatics	1,456	E	19.57	40,706	26.47	55,058
PARKS AND RECREATION	Pool Manager	1,456	E	19.57	40,706	26.47	55,058
PARKS AND RECREATION	Recreation Aide II	2,080	D	17.48	36,358	23.64	49,171
PARKS AND RECREATION	Building and Grounds Maintenance I	2,080	D	17.48	36,358	23.64	49,171
PARKS AND RECREATION	Building and Grounds Maintenance I	1,456	D	17.48	36,358	23.64	49,171
PARKS AND RECREATION	Head Life Guard	1,456	C	15.61	22,728	21.11	30,736
PARKS AND RECREATION	Recreation Aide	1,456	B	13.93	20,282	18.85	27,446
PARKS AND RECREATION	Lifeguard	1,456	B	13.93	20,282	18.85	27,446
HUMAN RESOURCES	Director of Human Resources**	2,080	M	48.45	100,776	65.55	136,344
HUMAN RESOURCES	Human Resources Generalist	2,080	I	30.80	64,064	41.66	86,653
POLICE DEPARTMENT	Police Chief**	2,080	O	60.78	126,422	82.23	171,038
POLICE DEPARTMENT	Assistant Police Chief**	2,080	N	54.26	112,861	73.42	152,714
POLICE DEPARTMENT	Police Captain**	2,080	M	48.45	100,776	65.55	136,344
POLICE DEPARTMENT	Police Lieutenant	2,236	K	38.62	86,354	52.26	116,853
POLICE DEPARTMENT	Police Sergeant	2,236	J	34.48	77,097	46.66	104,332
POLICE DEPARTMENT	Police Corporal	2,236	I	30.80	68,869	41.66	93,152
POLICE DEPARTMENT	Crime Analyst	2,080	H	27.50	57,200	37.20	77,376
POLICE DEPARTMENT	Police Officer	2,236	G	24.55	54,894	33.21	74,258
POLICE DEPARTMENT	Records Supervisor	2,080	G	24.55	51,064	33.21	69,077

POLICE DEPARTMENT	Fleet/Equipment Coordinator	2,080	F	21.93	45,614	29.67	61,714
POLICE DEPARTMENT	Evidence Technician	2,080	F	21.93	45,614	29.67	61,714
POLICE DEPARTMENT	Senior Administrative Assistant	2,080	F	21.93	44,054	29.67	59,613
POLICE DEPARTMENT	Administrative Assistant	2,080	E	19.57	40,706	26.47	55,058
POLICE DEPARTMENT	Police Records Clerk	2,080	E	19.57	40,706	26.47	55,058
POLICE DEPARTMENT	Animal Control Officer	2,080	E	19.57	40,706	26.47	55,058
POLICE DEPARTMENT	Building Maintenance Custodian	2,080	D	17.48	36,358	23.64	49,171
POLICE DEPARTMENT	PT Litter Officer	1,040	D	17.48	18,179	23.64	24,586
POLICE DEPARTMENT	Parking Control Officer	1,456	C	15.61	22,728	21.11	30,736
SANITATION	Sanitation Supervisor	2,080	I	30.80	64,064	41.66	86,653
SANITATION	Sanitation Specialist	2,080	H	27.50	57,200	37.20	77,376
SANITATION	Crew Leader Sanitation	2,080	H	27.50	57,200	37.20	77,376
SANITATION	Sanitation Operator II	2,080	F	21.93	45,614	29.67	61,714
SANITATION	Sanitation Operator II	1,456	F	21.93	45,614	29.67	61,714
SANITATION	Sanitation Operator I	2,080	E	19.57	40,706	26.47	55,058
STREET DEPARTMENT	Director of Public Works**	2,080	N	54.26	112,861	73.42	152,714
STREET DEPARTMENT	Assistant Director of Public Works**	2,080	L	43.27	90,002	58.54	121,763
STREET DEPARTMENT	Traffic Maintenance Supervisor	2,080	J	34.48	71,718	46.66	97,053
STREET DEPARTMENT	Fleet Supervisor	2,080	I	30.80	64,064	41.66	86,653
STREET DEPARTMENT	Street Maintenance Supervisor	2,080	I	30.80	64,064	41.66	86,653
STREET DEPARTMENT	Traffic Maintenance Technician II	2,080	H	27.50	57,200	37.20	77,376
STREET DEPARTMENT	Crew Leader	2,080	H	27.50	57,200	37.20	77,376
STREET DEPARTMENT	Equipment Mechanic	2,080	G	24.55	51,064	33.21	69,077
STREET DEPARTMENT	Traffic Maintenance Technician I	2,080	G	24.55	51,064	33.21	69,077
STREET DEPARTMENT	Sign Technician II	2,080	G	24.55	51,064	33.21	69,077
STREET DEPARTMENT	Sign Technician II	1,456	G	24.55	51,064	33.21	69,077
STREET DEPARTMENT	Concrete Worker	2,080	F	21.93	45,614	29.67	61,714
STREET DEPARTMENT	Sign Technician I	2,080	F	21.93	45,614	29.67	61,714
STREET DEPARTMENT	Senior Administrative Assistant	2,080	F	21.93	44,054	29.67	59,613
STREET DEPARTMENT	Equipment Operator II	2,080	F	21.93	45,614	29.67	61,714
STREET DEPARTMENT	Equipment Operator I	2,080	E	19.57	40,706	26.47	55,058
STREET DEPARTMENT	Fleet Equipment Coordinator	2,080	E	19.57	40,706	26.47	55,058
STREET DEPARTMENT	Administrative Assistant	2,080	E	19.57	40,706	26.47	55,058
STREET DEPARTMENT	Equipment Operator I	1,456	E	19.57	40,706	26.47	55,058
STREET DEPARTMENT	Public Works Maintenance Worker	1,456	D	17.48	25,451	23.64	34,420
STREET DEPARTMENT	Custodian	1,456	C	15.61	22,728	21.11	30,736
Tourism & Main Street Marketing	Main Street Manager **	2,080	I	30.80	64,064	41.66	86,653
Tourism & Main Street Marketing	Marketing Specialist	2,080	H	27.50	57,200	37.20	77,376

Tourism & Main Street Marketing	Visitor Services Assistant	1,040	D	17.48	18,179	23.64	24,586
WASTEWATER	Director of Wastewater**	2,080	N	54.26	112,861	73.42	152,714
WASTEWATER	Assistant Wastewater Director**	2,080	L	43.27	90,002	58.54	121,763
WASTEWATER	Engineer II**	2,080	L	43.27	90,002	58.54	121,763
WASTEWATER	Wastewater Plant Superintendent**	2,080	L	43.27	90,002	58.54	121,763
WASTEWATER	Wastewater Collection Superintendent**	2,080	L	43.27	90,002	58.54	121,763
WASTEWATER	Wastewater CMOM/GIS Coordinator**	2,080	K	38.62	80,330	52.26	108,701
WASTEWATER	Laboratory and Pretreatment Manager**	2,080	K	38.62	80,330	52.26	108,701
WASTEWATER	WW Civil Engineer**	2,080	J	34.48	71,718	46.66	97,053
WASTEWATER	Engineer I	2,080	J	34.48	71,718	46.66	97,053
WASTEWATER	Chief Operator	2,080	I	30.80	64,064	41.66	86,653
WASTEWATER	Foreman - Sewer Rehabilitation	2,080	I	30.80	64,064	41.66	86,653
WASTEWATER	Laboratory Manager	2,080	I	30.80	64,064	41.66	86,653
WASTEWATER	Pump Station Maintenance Supervisor	2,080	I	30.80	64,064	41.66	86,653
WASTEWATER	Pretreatment Coordinator	2,080	I	30.80	64,064	41.66	86,653
WASTEWATER	WW Engineering Inspector	2,080	H	27.50	57,200	37.20	77,376
WASTEWATER	WW Plant Operator III	2,080	H	27.50	57,200	37.20	77,376
WASTEWATER	Inspector Utility Locator	2,080	G	24.55	51,064	33.21	69,077
WASTEWATER	WW Collection Technician	2,080	G	24.55	51,064	33.21	69,077
WASTEWATER	Engineering Technician	2,080	G	24.55	51,064	33.21	69,077
WASTEWATER	Lab Specialist	2,080	G	24.55	51,064	33.21	69,077
WASTEWATER	WW Plant Operator II	2,080	G	24.55	51,064	33.21	69,077
WASTEWATER	Wastewater Maintenance Worker	2,080	G	24.55	51,064	33.21	69,077
WASTEWATER	Wastewater Maintenance Worker	1,456	G	24.55	51,064	33.21	69,077
WASTEWATER	Safety Coordinator	2,080	F	21.93	45,614	29.67	61,714
WASTEWATER	Equipment Operator II	2,080	F	21.93	45,614	29.67	61,714
WASTEWATER	WW Plant Operator I	2,080	F	21.93	45,614	29.67	61,714
WASTEWATER	Senior Administrative Assistant	2,080	F	21.93	44,054	29.67	59,613
WASTEWATER	Administrative Assistant	2,080	E	19.57	40,706	26.47	55,058
WASTEWATER	Equipment Operator I	2,080	E	19.57	40,706	26.47	55,058
WASTEWATER	Operation Worker	2,080	E	19.57	40,706	26.47	55,058
WASTEWATER	Laboratory Assistant	1,456	E	19.57	40,706	26.47	55,058
WASTEWATER	Administrative Assistant	1,456	D	17.48	25,451	23.64	34,420
WASTEWATER	Grounds Maintenance	1,456	D	17.48	25,451	23.64	34,420

Exempt Employees**

Section 2: Temporary Positions - Authorize part time positions working less than 1456 hours per year (28 hours per week) and full time temporary positions working less than 1456 hours per year and lasting less than five months to be paid as follows:

Position	Minimum	Maximum
Utility Worker	$12.50	$15.96
Facility Attendant	$12.50	$15.96
School Crossing Guards	$50.00 per day(s) worked	

Section 3: Appointments - Appointments made by the Mayor or City Council shall be paid a bi-weekly stipend as follows:

City Judge	$961.54 bi-weekly if sitting as judge; $120.19 per week when absent.
City Judge Pro Tem	$721.16 Bi-weekly if sitting as judge.
Prosecuting Attorney	$755.54 Biweekly

Section 4: Elected Officials - Elected Officials shall be paid bi-weekly as follows:

Mayor	$346.16
Vice Mayor	$276.96
Council Member	$230.77

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

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

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4589, AN ORDINANCE IN ACCORDANCE WITH ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY ADOPTING THE HISTORIC DISTRICT DESIGN GUIDELINES OF THE CITY OF COLUMBIA, TENNESSEE CONCERNING PROPERTIES WITHIN THE ATHENAEUM, BARROW COURT, DOWNTOWN COMMERCIAL, WEST 6TH STREET/MAYES PLACE, AND WEST 7TH STREET/WEST END HISTORIC OVERLAY DISTRICTS.

RECOMMENDATION: Approve Ordinance 4589 on first consideration.

INFORMATION: Development Services is requesting the Historic Design Guidelines be adopted by ordinance. The Historic Zoning Commission along with the Consultant, Cultural Resource Analysts, Inc., developed and approved design guidelines for the City of Columbia historic overlay districts. These guide the Commission through their duties to review and approve projects in the five districts: Athenaeum, Barrow Court, Downtown Commercial, West 6th Street/Mayes Place and West 7th Street/West End.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance 4589 Staff Report; Ordinance 4589; Exhibit A.

AN ORDINANCE TO ADOPT AND RATIFY THE HISOTRIC DISTRICT DESIGN GUIDELINES CONCERNING PROPERTIES WITHIN THE ATHENAEUM, BARROW COURT, DOWNTOWN COMMERCIAL, WEST 6TH STREET/MAYES PLACE, AND WEST 7TH STREET/WEST END HISTORIC OVERLAY DISTRICTS.

WHEREAS, Section §13-7-402 of the Tennessee Code Annotated empowers the city to establish historic districts and regulate the construction, repair, alteration, rehabilitation, relocation and demolition of any building or other structure which is located or is proposed to be located within its boundaries; and

WHEREAS, the City of Columbia has created a Historic Zoning Commission, and the Historic Zoning Commission developed and approved updated Historic District Design Guidelines on December 12, 2019, after the involvement and participation of the public and owners within the Athenaeum, Barrow Court, Downtown Commercial, West 6th Street/Mayes Place and West 7th Street/West End districts; and

WHEREAS, The Zoning Ordinance of the City of Columbia, Historic Zoning Commission Powers and Duties under Article 8.3.5.G.6, authorizes the Historic Zoning Commission to develop design review guidelines and to apply such design guidelines when granting or denying a Certificate of Appropriateness. Said design guidelines are being considered after a public hearing held on the 14th day of May, 2026, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, twenty-one (21) days or more before said hearing.

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

Section 1: That the City of Columbia Historic District Design Guidelines, which are attached hereto as Exhibit A and incorporated herein by reference, are approved, adopted, and ratified.

Section 2: That ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 11th day of June, 2026.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:

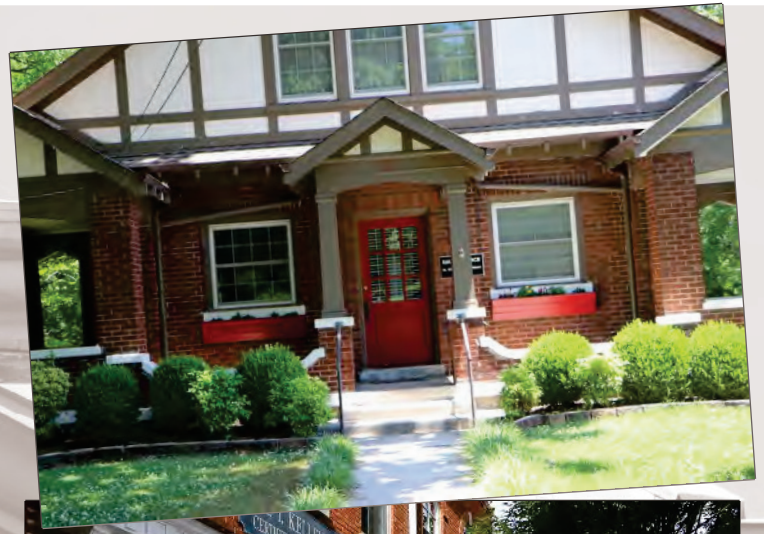
_____
JAKE HUBBELL, CITY ATTORNEY

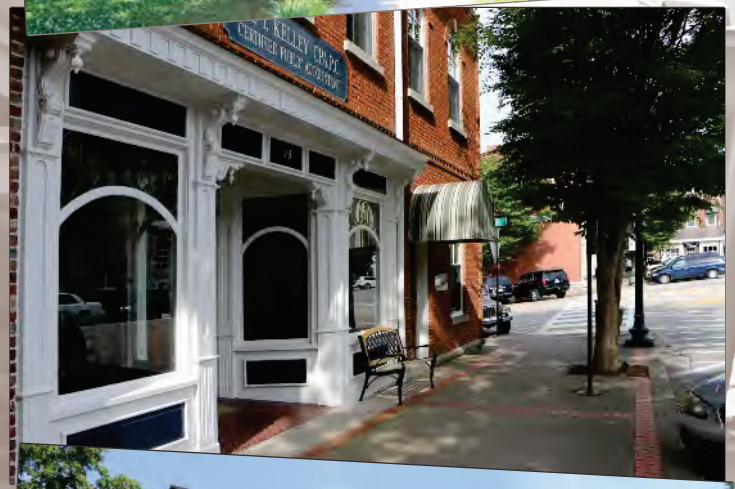
APPROVED FOR FIRST CONSIDERATION:

_____
ANTHONY R. MASSEY – CITY MANAGER

Passed on 1st consideration _____

Passed on 2nd consideration: _____





CITY OF COLUMBIA, TENNESSEE

HISTORIC DISTRICT DESIGN GUIDELINES

DECEMBER 2019

CITY OF COLUMBIA, TENNESSEE

HISTORIC DISTRICT DESIGN GUIDELINES

City of Columbia
Development Services
931.560.1560

Approved 12/12/19

ACKNOWLEDGMENTS

MAYOR

Chaz Molder

VICE MAYOR

Christa Martin Ed. D.

CITY MANAGER

Tony Massey

CITY COUNCIL

Carl McCullen

Tony Greene

Mike Greene

Ken Wiles

Ernie Allen

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Mark King

Steve Boshers

DEVELOPMENT SERVICES

Paul Keltner, AICP, Director

Melissa Sanders, Planning Assoc.

Sandra Richardson, Administrative Assist.

HISTORIC ZONING COMMISSION

Kim Hayes, Chairwoman

Harvey Church

Terry Hendrickson

Ray Pace

Joe Kilgore, Vice Chairman

George Nuber

Adam Southern

CONSULTANT

Cultural Resource Analysts, Inc. 151 Walton Avenue

Lexington, Kentucky 40508
www.crai-ky.com

This project was made possible in part by a grant from the National Park Service,

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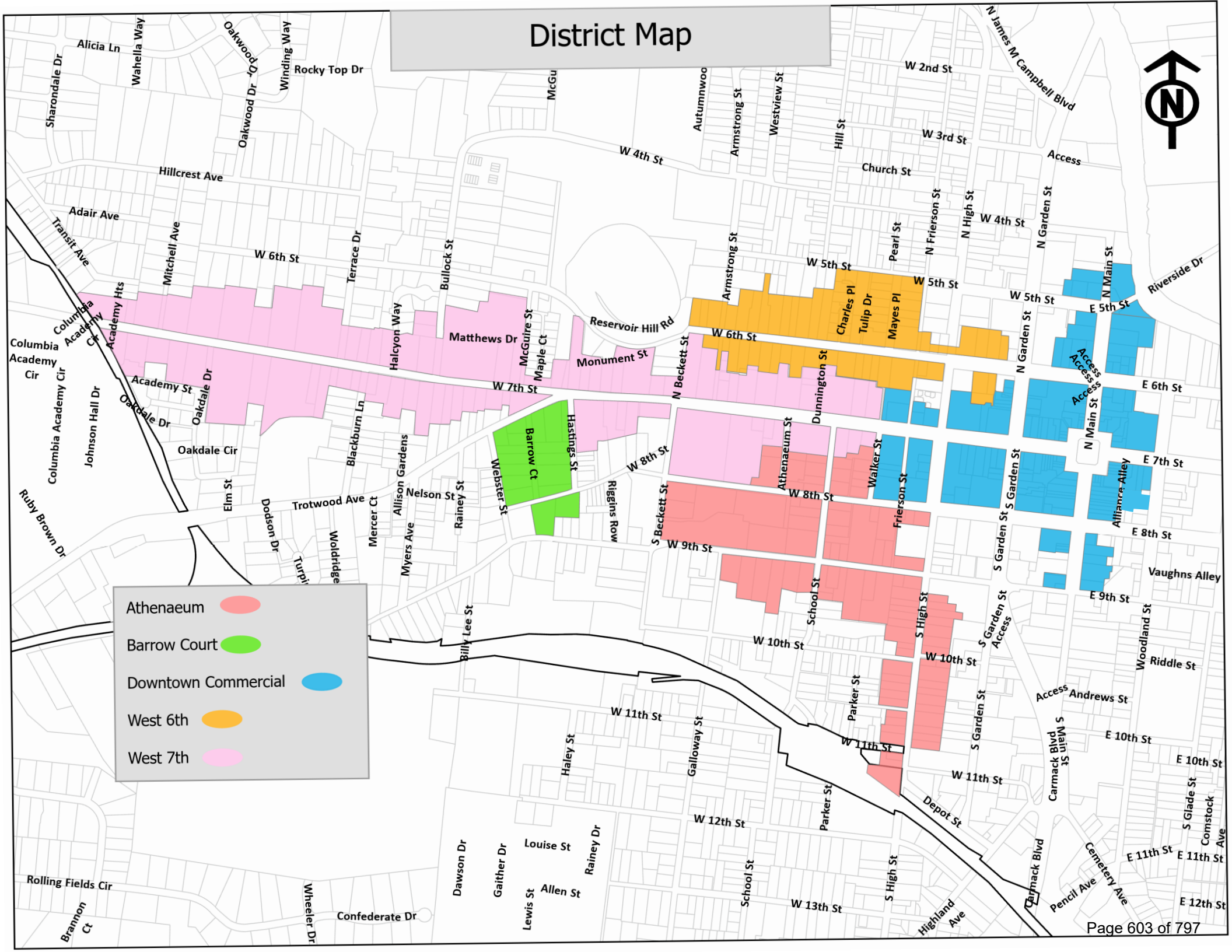
Office of Equal Opportunity

U.S. Department of the Interior National Park Service

1849 C Street, NW Washington, DC 20240

District Map



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HISTORIC PLACES IN COLUMBIA

Prepared by Ms. Jennie Jo Hardison

As of 2019, there are 69 places in Maury County, Tennessee, listed on the National Register of Historic Places, including 37 properties in Columbia. In addition, there are two National Historic Landmarks in Columbia—James K. Polk Home, designated October 15, 1966, and Rattle and Snap, designated November 8, 1971.

There are also five locally designated historic districts in Columbia, which are the subject of this document:

The **West Sixth and Mayes Place Historic District** was listed in the National Register of Historic Places on February 25, 1978. One house in this district—the Mayes-Hutton House—was individually listed in the National Register on July 8, 1970.

The **Columbia Commercial Historic District** was listed in the National Register of Historic Places on August 16, 1984. There are four properties within the district that are individually listed in the National Register—Polk Sister's House, listed on May 21, 1975; State Bank of Tennessee, listed on November 2, 1978; First United Methodist Church, listed on August 30, 1984; and the United States Post Office and Courthouse, listed on September 11, 2018.

The **Columbia West End Historic District** was listed in the National Register of Historic Places on March 13, 1986. There are three individual properties within the district listed in the National Register—Lucius Frierson House, listed on September 1, 1978; Church House (Barrow House), listed on October 19, 1978; and St. Peter's Episcopal Church, listed on June 27, 1979.

The **Athenaeum Historic District** was designed by the City of Columbia. There are four individual properties within the district listed in the National Register—The Athenaeum, listed on April 24, 1973; Rally Hill, listed on August 16, 1984; and Union Station, listed on October 23, 1986.

1 INTRODUCTION

SOMETHING SPECIAL AROUND EVERY CORNER

Columbia is a vibrant, growing city focused on sound decision-making and proactive planning directed at coordinating the future of the community. Key to Columbia's future is its unique sense of place—rooted in its diverse historic neighborhoods and business district—that captures the history of the community and continues to attract residents, business owners, and visitors alike. Thus, it is no surprise that the City has long placed an emphasis on balancing growth and development with a reverence for the past and a desire to preserve, enhance, and promote the authentic historic fabric of the community.

The City's commitment to historic preservation is complemented by the public's recognition of the importance of maintaining harmony of past and present in sustaining the cultural heritage and identity of the community. This document supports such balance. Drafted with input from property and business owners, the Historic Zoning Commission (HZC), the Department of Development Services, and other interested parties, the guidelines herein establish a set of standards that reflect the community vision and provide a framework for historic preservation in Columbia's historic districts.

GUIDING PRINCIPLES FOR HISTORIC PRESERVATION

Through discussion with local stakeholders, the following guiding principles for historic preservation in Columbia emerged, which inform the design guidelines:

EMBRACE INDIVIDUALITY

None of Columbia's historic districts are exactly alike. Recognizing the individual character of each area through the preservation of authentic features is critical to promoting the cultural identity of the larger community.

SUPPORT THE COMMUNITY'S SENSE OF PLACE

A strong cultural identity encourages community appreciation and local investment. Embracing the community's sense of place through preservation of our historic fabric fosters a sense of community pride, promotes visual interest, and enriches our understanding of the past.

PROMOTE RESPONSIBILITY

Providing property owners with the tools necessary to be a partner in the preservation of the community is critical to the success of the City's historic preservation program.

BALANCE PRESERVATION AND MODERN NEEDS

Allowing for active use and enjoyment of our heritage assets is essential to the well-being of Columbia as a vibrant, living community. Paramount to this is the appropriate balance between preservation and adaptation and innovation, which bring new life to buildings over time.

WHY IS HISTORIC PRESERVATION IMPORTANT?

Historic preservation is about more than protecting individual pieces of history. When integrated into broader planning processes, preservation promotes healthy, resilient communities that are both culturally vibrant and economically strong. Preservation also supports efforts to engage responsible growth and development in ways that respect and leverage our heritage assets as key components of the future.

STRONG COMMUNITIES. Preservation strengthens neighborhoods and central business districts through the protection of our historic fabric and unique sense of place, which promote community pride and contribute to the economic and cultural vibrancy of our city.

COMMUNITY VITALITY. Preservation balances the retention of our community's distinct historic fabric with new investment and community innovation, the combination of which are critical to attracting new residents, business owners, and visitors seeking a special community.

ECONOMIC DEVELOPMENT. Preservation not only stabilizes and improves property values but also encourages reinvestment in our community core, which supports job creation and economic growth, fosters small business growth, and leverages private capital.

HEALTHY COMMUNITIES. Preservation supports our community's commitments to environmental stewardship by leveraging existing resources and embracing healthy community design that emphasizes walkable, mixed-use areas and pedestrian-friendly designs that support community activity.

COLUMBIA'S HISTORIC PRESERVATION PROGRAM

In 2001, the City of Columbia was designated a Certified Local Government (CLG), demonstrating the city's commitment to historic preservation. Administered by the Tennessee Historical Commission (THC) and the National Park Service (NPS), the CLG program is a local, state, and federal partnership that links communities across the country in the shared goal of protecting significant historic properties through planning. As a CLG community, the City of Columbia has access to a network of technical support and funding opportunities for historic preservation.

Requirements of the CLG program include but are not limited to:

- Adopting and enforcing a local historic preservation ordinance that provides for designation and protection of historic properties;
- Establishing a qualified architectural review board responsible for oversight of changes to protected historic properties;
- Maintaining a system for the survey and inventory of historic properties; and
- Providing for public participation in the local historic preservation program.

Administration of Columbia's historic preservation program is provided for under the Zoning Ordinance of the City of Columbia, Tennessee (Reference "A"). Adopted by City Council, the ordinance defines the authority for designation and regulation of historic districts and landmarks; establishes the Historic Zoning Commission, a knowledgeable body appointed by the mayor to carry out the City's historic preservation

program; and defines a collaborative design review process through which property owners and members of the HZC work together to achieve appropriate solutions for the city's heritage assets.

The ordinance requires property owners to receive a Certificate of Appropriateness (COA) prior to making certain exterior changes to buildings designated as historic landmarks or located in city historic districts. This approval is received through the design review process administered by the HZC in partnership with the Department of Development Services. As is the case for each locally-designated historic district in Tennessee, approvals are based on a defined set of criteria (design guidelines) for evaluating the appropriateness of a proposed change to a designated historic property.

The guidelines presented in this document provide the criteria for evaluating projects in Columbia's historic districts. Rooted in accepted preservation standards and practical considerations, the design guidelines seek to promote the goals of the community and enhance the ability of property owners to make informed decisions on how best to protect the historic character of our heritage assets. Specifically, the design guidelines are intended to:

- Help property owners make informed decisions regarding proposed design solutions;
- Provide a consistent basis for the HZC to make reasonable, defensible decisions;
- Promote goal-oriented, context-sensitive approaches to historic preservation; and
- Minimize the potential for negative impacts to Columbia's historic districts.

PLANNING AND DEVELOPMENT IN COLUMBIA

The historic preservation program is just one component of the planning and development process in Columbia. Designation of historic districts and the use of design guidelines supplement rather than replace other city requirements. Property owners are responsible for making sure they are in compliance with all applicable standards, codes, and regulations.

ZONING ORDINANCE

Beyond authorizing the historic preservation program, the Zoning Ordinance for the City of Columbia, Tennessee, establishes regulations for everything from property use and building placement to the design of additions and new construction.

BUILDING CODE

Based on statewide and national standards, local building codes provide minimum standards for construction, electrical and plumbing installation, fire safety, and property maintenance to ensure public safety, health, and welfare.

PROPERTY MAINTENANCE CODE

The City of Columbia Codes Enforcement Department monitors the regular upkeep of properties throughout the city and addresses violations that negatively impact property values and the safety, cleanliness, and appeal of local neighborhoods.

PUBLIC WORKS

The Public Works Department maintains landscaping on city property, city parks, street lighting, and the public right-of-way (public streets, curbs, and sidewalks), excluding those maintained by the state. Public Works is also responsible for sanitation in the city.

For additional information on City of Columbia standards, codes, and regulations, contact the Department of Development Services at City Hall or visit www.columbiatn.com/government/development_services.

NATIONAL PARK SERVICE PRESERVATION STANDARDS

The National Park Service maintains a comprehensive website dedicated to historic preservation and the Standards for the benefit of owners of historic properties.

Illustrated copies of the Standards, case studies, and other technical resources are available from the NPS at nps.gov/tps/standards.htm.

Design guidelines for every CLG community across the country are based on the Secretary of the Interior's Standards for the Treatment of Historic Properties (hereafter referred to as the Standards) (see page 5). Developed by the National Park Service, the Standards promote responsible stewardship of historic properties with an emphasis on maintaining the character-defining features that make a place special.

The Standards and Guidelines for rehabilitation provide the foundation for this document. As defined by the NPS, rehabilitation is "the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values." Put simply, rehabilitation allows for modern-day use of historic buildings while also retaining their most important features. This is accomplished through maintenance of historical materials and carefully-considered, well-planned changes that respect the historic character of a place.

Other standards incorporated into this document come from related NPS materials such as the Preservation Briefs (nps.gov/tps/how-to-preserve/briefs.htm), a collection of more than 40 easy-to-read publications that provide guidance for common issues ranging from repairing wood windows to making historic buildings accessible. Also incorporated into the guidelines is information derived from the NPS Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings (nps.gov/tps/sustainability.htm), which offer guidance on how to take advantage of inherently sustainable aspects of historic buildings and appropriately incorporate new technologies.

APPLYING THE STANDARDS TO COLUMBIA'S GUIDELINES

Because the Standards were developed to be relevant to all historic properties in communities across the country, they were not intended to provide exact guidance for specific issues related to a particular building in a particular community. Rather, the NPS acknowledges that it is the responsibility of the local community to make informed decisions in consideration of both the Standards and local values.

The Standards' ten guiding principles for rehabilitation serve as the guide for these decisions and are the foundation for the design guidelines in this document. At the basic level, these principles promote:

- Planning projects with an understanding of a building's character and significance;
- Considering the potential impacts of a project on the character of the surrounding area;
- Retaining character-defining features and materials;
- Repairing rather than replacing historic materials to the extent feasible;
- Replacing deteriorated or missing features with in-kind or approved alternative materials;
- Designing alterations and additions so that they do not cover or destroy significant features; and
- Embracing compatible contemporary design that is sympathetic to existing architecture.

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that can cause damage to historic materials will not be used.

8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

USING THE DESIGN GUIDELINES IN COLUMBIA'S DISTRICTS

The design guidelines are intended to be a user-friendly tool that supports the goals for Columbia's historic preservation program as authorized in the local zoning ordinance. The guidelines build upon the framework identified in the ordinance to more thoroughly address important concepts and serve as a guide for preservation in Columbia's historic districts. This is accomplished through explanatory materials and illustrations that better enable property owners to make informed decisions, navigate the design review process, and receive a COA for their projects.

The guidelines are an aid to decision-making and should be used to evaluate the appropriateness of a proposed change in consideration of a property's individual character and that of the overall district. They are intended to promote flexible, goal-oriented and context-sensitive approaches that respect the historic integrity of our heritage assets.

DESIGN GUIDELINES AND COMMON MISCONCEPTIONS

There are many misconceptions about the purpose of historic preservation, local regulation, and design guidelines. It is important to understand that guidelines do not...

…require property owners to involuntarily make changes to their properties;

...restrict the sale or rental of a property;

...regulate use or occupation of a property (that's zoning);

...stipulate use of a specific product or brand;

...regulate interior changes to a building (unless they impact exterior appearance); or

...limit creativity or dictate a specific design solution.

WHO USES THE GUIDELINES?

The guidelines provide a common set of standards for all parties involved in projects that impact Columbia's historic districts. There are four primary groups involved in such projects:

PROPERTY OWNERS AND CONTRACTORS

Property owners—as well as their chosen architects, engineers, and contractors—use the guidelines when planning a project that impacts the exterior of a property located in a historic district.

DEVELOPMENT SERVICES STAFF

The Department of Development Services has a dedicated staff member responsible for coordination of the City's historic preservation program. Staff uses the guidelines when providing technical assistance to property owners, completing administrative reviews, and making recommendations to the HZC.

HISTORIC ZONING COMMISSION MEMBERS

Members of the HZC use the guidelines when reviewing projects proposed by applicants to determine if the project should be approved in consideration of the applicable standards. The guidelines help ensure that reviews are consistent and fair.

COMMUNITY MEMBERS

Members of the public—including property owners in a historic district in which a project is proposed—use the guidelines and design review process to express their desires for smart growth and development in a way that respects Columbia's cultural identity.

APPLYING THE GUIDELINES

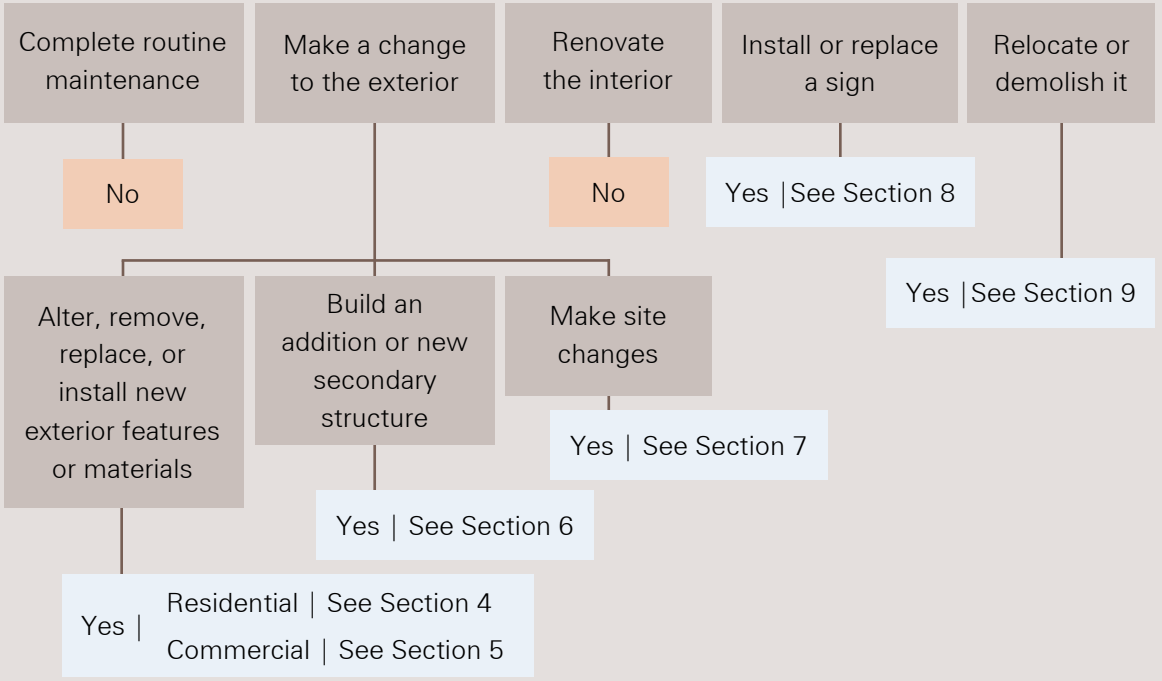
Applying the guidelines is a dynamic process. For every project, multiple considerations must be carefully evaluated, including project goals, preservation concerns, compatibility with the surrounding district, and practicality. Rather than dictating a specific answer for every situation, the guidelines outline appropriate treatment approaches that should be used to guide the decision-making process.

For any given project, a balance must be achieved in meeting specific guidelines. While all relevant guidelines should be appropriately met by a project, the reality is that certain guidelines are often weighed as more important than others in consideration of the details of a project, the character of the property, and the surrounding context. As such, you may find that a project concretely meets certain guidelines while others are addressed more abstractly but the overall project still meets the intent of the design guidelines and the Secretary of the Interior's Standards. This is not unusual and is to be expected in a dynamic, living community. The important thing to remember is that balance and flexibility are natural and mutually achievable alongside consistent decision-making based on accepted preservation standards.

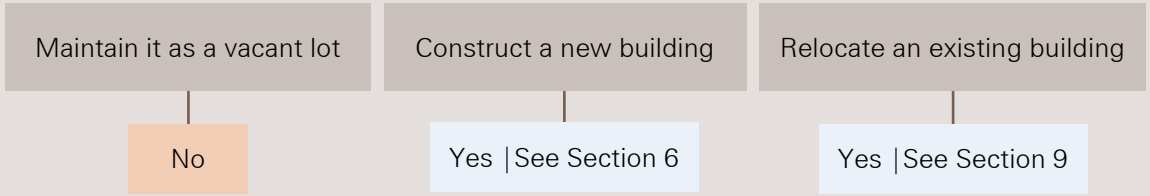
With this, it is important to remember that guidelines do not and cannot address every possible circumstance. The final decision as to how to address projects not covered under a specific guideline relies upon the professional expertise of the HZC.

DO I NEED TO USE THE GUIDELINES FOR MY PROJECT?

I HAVE AN EXISTING BUILDING AND I WANT TO...



I HAVE A VACANT LOT AND I WANT TO...



2 DESIGN REVIEW

PLANNING A SUCCESSFUL PROJECT

Every project is unique. The strategy that best meets the need of each project will vary considerably depending on the goals of the project, the characteristics of a particular building, and the broader setting in which a property is located.

While every project is different, establishing a standard approach to project planning can help property owners successfully navigate the design review process and receive project approval. This goal is supported by the design guidelines and the HZC, whose members seek to facilitate a smooth review process and help property owners achieve the best path forward.

1 DEVELOP AN UNDERSTANDING OF YOUR PROPERTY

Successful project planning starts before work on a project begins. It is rooted in developing a thorough understanding of the important features of your property, which will help you make an informed decision about potential projects and how they might impact your property's historic character.

Research and physical review of your property are equally important tasks in this and can help you identify how your building fits into the story of the community and how it has evolved over time. Key elements of developing an understanding of your property include:

- Identifying important features associated with your building's architecture;
- Comparing your property to others of a similar style and period of construction;
- Determining key historic features and those that have been added or changed over time;
- Assessing material conditions and planning for future maintenance;
- Evaluating how your property relates to adjacent buildings, streetscapes, and landscapes; and
- Photographing your property as an important record of change over time.

2 DETERMINE YOUR NEEDS AND PROJECT PRIORITIES

With a solid understanding of your property, you are better equipped to evaluate the short- and long-term needs of your property and the options that best meet your goals. For example, you might think that you need an addition but discover that you can reconfigure

DISTRICT CONTACTS

Did you know that each of Columbia's historic districts has a resident representative who can provide insight on proposed projects and help make sure you are prepared to complete the design review process? For a list of current representatives, please contact the Department of Development Services, 700 North Garden Street, 931-560-1560.

interior spaces to meet your needs, thus avoiding costly exterior changes.

Using the information you collected during Step 1, you can develop a priority list for projects in consideration of your needs and budget. Working through your list with an understanding of your property's character will allow you to identify manageable objectives and develop individual project concepts. In this, it is important to remember that although it might be tempting to jump into a major improvement project, you should prioritize your projects according to your property's needs. In general, the following prioritization is recommended:

- Priority 1. Life-safety and health issues that compromise the longevity of the property, such as foundation instability or a collapsing roof.
- Priority 2. Condition issues that have the potential to evolve into a more serious problem if ignored.
- Priority 3. Minor maintenance and repair issues resulting from normal wear and tear of a property.
- Priority 4. Improvement projects that enhance aesthetics or functionality.

3 DETERMINE PERMIT AND PROJECT APPROVAL REQUIREMENTS

Once you identify a project concept in Step 2, you should identify applicable local requirements, including those for zoning approvals, building permits, and historic district design review. Identifying these requirements at the outset of a project helps save time and money and makes for a smoother overall process.

Design review for properties in Columbia's historic districts is an important part of this process. Broadly speaking, the design review process applies to all projects that impact the exterior appearance of a property. However, routine maintenance and exterior changes such as painting of non-masonry items do not require review. A list of common projects and design review requirements can be found in Appendix D.

4 DEVELOP YOUR PROJECT CONCEPT USING THE DESIGN GUIDELINES

Projects undertaken in Columbia's historic districts should be planned in consideration of the design guidelines provided in this document. Planning a project with the guidelines in mind from the start promotes efficient completion of the design review process.

- Begin by reviewing the basic principles of the guidelines and the Standards.
- Determine which sections of the guidelines apply to your project.
- Discuss the guidelines and your project needs with your architect and contractor, if applicable.
- Ask for clarification from Development Services staff, if necessary.
- Expand your project concepts in consideration of the applicable guidelines.
- File required application materials and proceed through the design review process.
- Review your construction start date to ensure adequate time for the approval process.

HISTORIC PRESERVATION AS A SUSTAINABLE PRACTICE

Historic preservation and sustainability go hand-in-hand. Preservation not only promotes reuse of existing resources but also minimizes the need for large expenditures of energy to produce new materials and buildings. Secondary benefits are also realized through the preservation of walkable communities and mixed-use areas that take advantage of existing infrastructure near the core of the community.

The design guidelines recognize the dual importance of preservation and innovation in sustainable solutions. When appropriately balanced, the embracing of inherently sustainable qualities of historic buildings alongside the incorporation of new technologies maximizes the potential for both cost and energy savings. As such, the guidelines allow for flexibility in incorporating alternative materials and energy-efficient technologies that do not compromise a property's historic character.

- Consider goals for energy savings and energy efficiency at the beginning of a project and proactively plan for how best to balance such goals with a property's historic character.
- Capitalize on the inherently "green" or energy-efficient features of historic buildings and develop a plan to maximize their effectiveness as part of project plans. Enhance rather than replace features such as deep-set porches and entries that moderate temperature fluctuations; high ceilings that promote vertical air flow; masonry materials with natural insulating properties; operable double-hung windows that provide natural lighting, passive heating, and cross-ventilation; and pitched roofs that allow heat to pass upward away from living areas.
- Prioritize preservation, repair, and reuse of durable historic materials to minimize waste.
- If new materials are necessary, place an emphasis on materials that are high quality, durable, and responsibly produced. Avoid products made with chemicals or processes that are harmful to the environment.
- Ensure that new materials and technologies do not detract from the historic character of the property on which they are located. Consider locations out of public view or incorporate screening mechanisms to reduce visibility.
- Sustainability is about more than just the environment. It also places an emphasis on supporting local economies. Where possible, use locally produced materials and employ local craftspersons and suppliers.

COLUMBIA'S DESIGN REVIEW PROCESS

PROJECT TYPES

Projects can be classified as routine maintenance, a minor project, or a major project.

ROUTINE MAINTENANCE is repair or maintenance of any material or feature to correct deterioration, decay, or damage with no change in design, material, or exterior appearance.

MINOR PROJECTS are those that do not result in a substantial change to the visual character of a property. These include, for example, in-kind or compatible replacement of roofing materials, exterior siding, and windows and doors or minor site work.

MAJOR PROJECTS are those that involve a substantial change in the appearance of a property, including, for example, a change in exterior materials, new construction, signage, and relocation and demolition.

See Appendix D for a listing of common projects and review classifications.

Columbia's design review process has been developed as a collaborative process carried out by property owners, Development Services staff, and the HZC. While design review might sound intimidating, Columbia's process is intended to provide a clear and effective path through which projects can move forward in a timely manner.

DESIGN REVIEW BASICS

WHICH PROPERTIES AND PROJECTS ARE SUBJECT TO DESIGN REVIEW?

The design review process is applicable to all properties in Columbia's historic districts. All new construction, demolition, and alterations that require a building permit or result in a change to the exterior appearance of a property must be reviewed and approved prior to the start of work.

WHAT LEVEL OF REVIEW IS REQUIRED?

Routine maintenance requires no design review.

Minor projects that can be determined to meet the guidelines can be reviewed and administratively approved by Development Services staff. This allows you to move forward with a project and receive necessary building permits and planning approvals.

Minor projects that cannot be readily determined to meet the guidelines and major projects (for example, new construction and substantial material alterations) must be submitted to the HZC for review and approval prior to the initiation of work.

WHAT IS A COA?

The Certificate of Appropriateness serves as the record of approval for a project and provides the necessary documentation for a property owner to receive required building permits and/or planning and zoning approvals.

Once issued, a COA is valid for the duration of the project so long as it is started within one year of approval. After this time, a COA is null and void unless a request for an extension is filed. If no such request is filed, the project must again be submitted and approved prior to starting work.

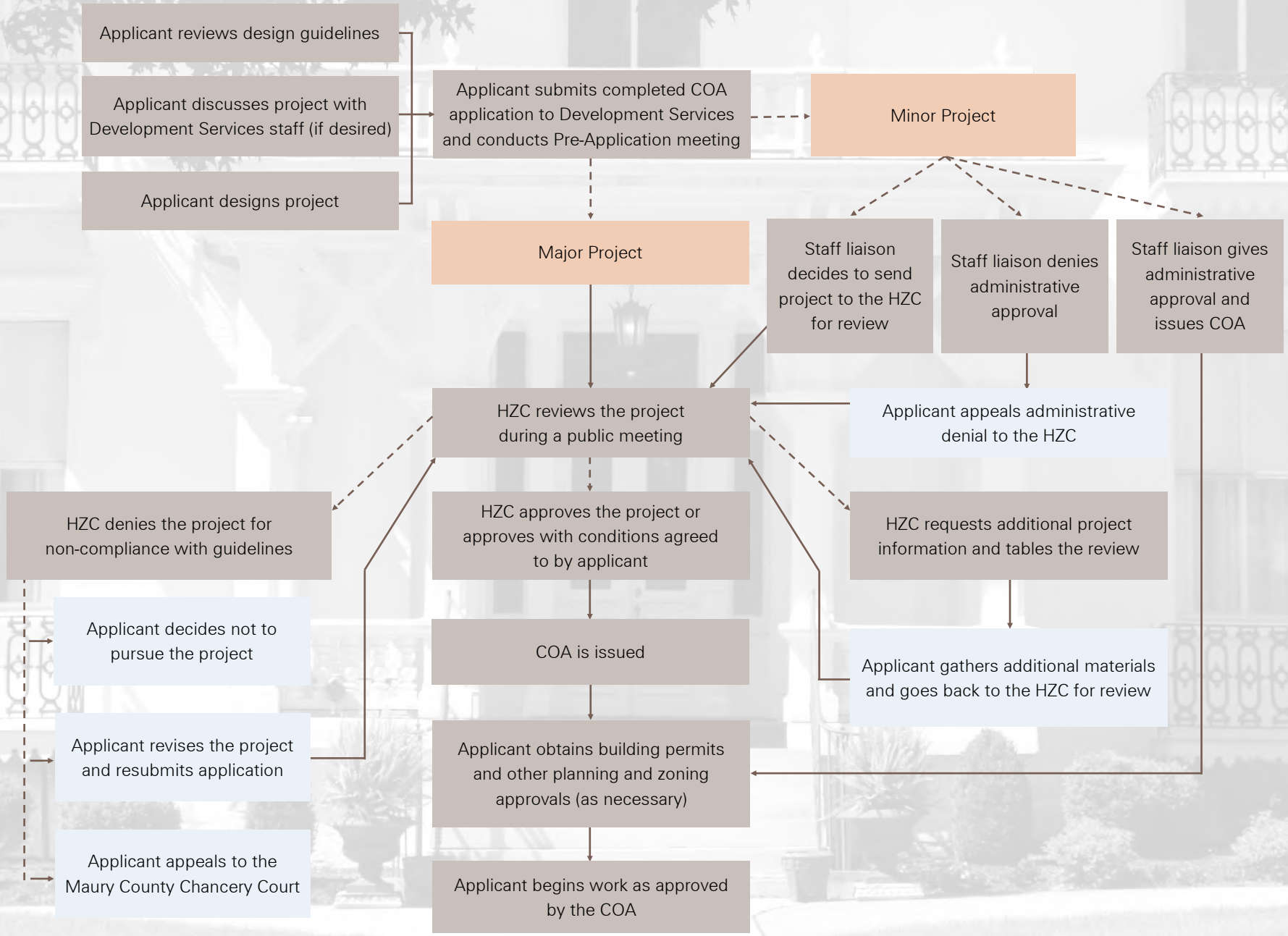
WHAT ARE THE RESPONSIBILITIES OF THE PROJECT APPLICANT?

It is the responsibility of property owners and project applicants in a historic district to be familiar with the design guidelines and the design review process. Applicants are fully responsible for complying with the requirements of the design review process, initiating the design review process with Development Services, and submitting all necessary application materials.

WHAT HAPPENS IF I DO NOT GO THROUGH THE DESIGN REVIEW PROCESS FOR A PROJECT?

Property owners that begin work on a project without approval or with an expired approval are subject to civil penalties consistent with violations of the zoning ordinance, including fines. Property owners can also be issued an injunction or stop work order.

THE DESIGN REVIEW PROCESS



APPLICATION BASICS

REQUIREMENTS

Every project must have a completed application that details the proposed scope of work. Applications will not be reviewed or forwarded to the HZC unless they are complete.

You can get a copy of the COA application at the Development Services counter at City Hall or on the Development Services website. A copy of the COA requirements is also in Appendix B.

HZC MEETING DATES

HZC meetings are held at City Hall, deadlines and dates are available at Development Services department.

APPLICATION DEADLINES

Ten copies of the completed application materials must be submitted to Development Services by the third Monday of the month preceding the desired HZC meeting date.

STEPS IN THE DESIGN REVIEW PROCESS

Design review follows a series of steps that provides property owners with clear expectations of the process and allows the HZC to make fair and consistent decisions. This process is described in detail below.

1 COORDINATE WITH DEVELOPMENT SERVICES STAFF

Development Services staff serves as the liaison to the HZC and will be your point of contact during the design review process. Early coordination is strongly encouraged, particularly for substantial projects. Staff can answer questions and provide additional resources to aid in project planning. Staff can also provide guidance on whether administrative approval is possible or if the project requires review by the HZC.

2 PLAN FOR OTHER CITY REQUIREMENTS

The design review process works alongside other City requirements, including building permit issuance from the Inspections Department and zoning, sign, maintenance, and safety code and ordinance compliance. The design review process for historic properties does not replace such requirements. It is the responsibility of the project applicant to make sure all requirements are appropriately met.

3 PLAN YOUR PROJECT AND PREPARE APPLICATION MATERIALS

Project planning in consideration of your property's character and the intent of the design guidelines is a critical step in successfully completing the design review process. Careful project planning also better enables you to explain your decision-making process and design approaches to Development Services staff and the HZC when talking about your project.

Once you have fleshed out your project, assemble the required materials for design review. All requests must be accompanied by a standard COA application form and relevant support materials, which help illustrate important project concepts. Required support materials vary depending on the scope and scale of the project but generally include photographs, sketches, and written descriptions. For additional information on required support materials, please see Appendix B or contact Development Services at City Hall.

4 SUBMIT YOUR APPLICATION TO DEVELOPMENT SERVICES

Your COA application will be checked for completeness and review requirements (Appendix B). Only sufficiently complete applications will be accepted.

For minor projects that are consistent with the guidelines, staff may use its administrative authority to approve a project and issue a COA. This allows you to move forward with obtaining necessary building permits and other approvals (e.g., zoning).

For all other projects, staff will forward completed applications to the HZC for review at the next monthly meeting. Staff can elect to provide a summary report on the proposed project and provide a recommendation to the HZC for consideration.

5 ATTEND THE HZC MEETING (IF APPLICABLE)

If your application will be forwarded to the HZC, Development Services staff will inform you of the date

of the public meeting at which your project will be discussed. You or an appointed representative are required to attend the HZC meeting to discuss the project and address questions. Depending on the complexity of your project, it also may be beneficial for your architect or contractor to attend the meeting. The public—including other property owners in the district—is also notified of the meeting. Property owners from the district can provide public testimony in favor of or against your project at the meeting.

Following discussion, the HZC will evaluate your project and reach one of four decisions:

- Approval. Your project is approved as proposed and a COA is issued.
- Conditional Approval. The HZC has the option to propose an alteration to your project to bring it into compliance with the design guidelines. If you agree to the proposed condition(s), a COA will be issued.
- Table Application. If members of the HZC feel that they do not have enough information to make a decision, the HZC can table the application and request that the applicant provide additional information for review at a future meeting.
- Denial. If it is determined that the project is not compatible with the design guidelines, the HZC has the right to deny the issuing of a COA.

6 RECEIVE NECESSARY PERMITS AND PROCEED WITH YOUR PROJECT

Once you have received a COA for your project, you can move forward with coordinating necessary building permits or zoning approvals and initiating your project.

WHAT DOES THE HZC EVALUATE DURING A PROJECT REVIEW?

The HZC considers a number of factors when evaluating projects forwarded by Development Services. While all identified factors are important, each may be weighed differently depending on the scale and context of the project. Discretionary consideration of such factors provides the HZC with the flexibility to evaluate the individual merits of any given project in relation to the design guidelines. The goal of this evaluation is to minimize the potential for negative impacts to Columbia's historic districts while allowing for active, practical use of historic properties in a way that sustains them as economic and cultural assets.

COMPATIBILITY WITH THE UNIVERSAL PRINCIPLES OF THE DESIGN GUIDELINES

Each project is not only evaluated for its compatibility with the applicable sections of the design guidelines but also the universal principles of the guidelines and the authorizing ordinance (see Section 3). Compatibility with the universal principles is particularly important since the guidelines cannot foreseeably or practically address every unique circumstance that will be reviewed by the HZC.

In the absence of a specific standard, the HZC should not deny a project simply because it is not addressed in the design guidelines in detail. Rather, the HZC should use the guiding preservation principles as the threshold for determining whether a project is sufficiently compatible with the intent of the guidelines and the authorizing ordinance.

WHAT HAPPENS IF MY PROJECT IS DENIED?

The HZC's preference is to work with applicants to come to a solution that meets the needs of the project and respects the historic character of a property. Yet, there are times when the HZC has to deny an application because it is not compatible with the guidelines. If this happens, you have four options:

- You can elect not to move forward with your project;
- You can modify your project to be compatible with the guidelines and resubmit it for consideration by the HZC;
- You can apply for an economic hardship exemption, if applicable (Reference "B"); or
- You can appeal the decision to the Maury County Chancery Court if you feel that rules and procedures were not followed.

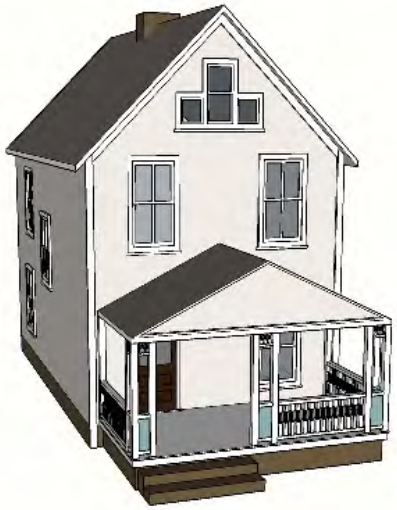
PERIOD OF SIGNIFICANCE. Most of Columbia's historic districts—such as West 6th Street–Mayes Place, pictured above—have a long period of significance spanning the 19th and 20th centuries and capturing the history of Columbia during a period of expansive population and business growth.

THE PROPERTY'S PERIOD OF SIGNIFICANCE, HISTORIC INTEGRITY, AND CLASSIFICATION AS CONTRIBUTING OR NON-CONTRIBUTING

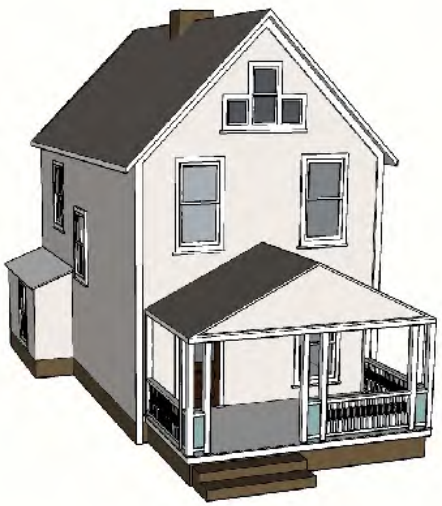
The significance of a historic district—and that of individual properties—is always linked with the specific period of time during which important events took place and the property attained its significant characteristics. This period of time—referred to as the period of significance—may be a single year or span multiple years depending on the property. For historic districts, the period of significance typically spans the years associated with the historic development of the area. For example, the West 6th Street-Mayes Place Historic District has a period of significance extending from 1820 to 1930, reflecting a long period of varied construction. On the other hand, the Barrow Court Historic District's period of significance extends from the 1910s to 1940s in consideration of the district's much shorter period of historical development.

Every property has physical characteristics that relate it to its period of significance. For example, a commercial building constructed in the 1890s might have a cast iron storefront, tall upper story windows, and a detailed cornice. When a property retains the characteristics associated with its significance (character-defining features), it is said to have historic integrity. This generally means that a property looks as it did when originally designed. However, for properties that have undergone a substantial transition in the past, integrity might mean something different as those transitions can also be significant and worthy of recognition. For example, an early 1800s Federal-style building might have been given significant Italianate features in the 1870s. Such a building could be considered to have historic integrity dating to the 1870s, reflecting an important period of the property's history.

Integrity is important because it helps us understand a property as a product of its time. While minor changes over time might not substantially impact integrity, major



CONTRIBUTING—retains character-defining features and high integrity.



CONTRIBUTING—minor alterations but retains character-defining porch and cottage form.

NON-CONTRIBUTING—substantial alterations resulting in a loss of integrity.

alterations can disguise a building's historic character and diminish integrity in such a manner that it no longer appropriately reflects the period of significance. The period of significance for a historic district and the historic integrity of individual properties influence the classification of buildings in a historic district as either contributing or non-contributing. A property's classification can either be determined during a comprehensive inventory of a historic district or on a case-by-case basis during design review.

Generally, a contributing building is one that dates to the district's period of significance, retains integrity, and contributes to the architectural and/or historical significance of the district. Contributing buildings are essential to maintaining the historic character of the historic district and are a top preservation priority. Because of their importance, contributing buildings are generally held to a higher standard during the design review process than non-contributing buildings.

A property does not need to be pristine to be considered contributing. Many properties that have undergone changes over time still contribute to the significance of a district. For example, a 19th century commercial building that has an altered storefront but retains features such as arched upper story windows with decorative hoods, dentil moldings, and an ornamented cornice would still be contributing to the Downtown Commercial District.

A non-contributing building is one that does not date to the district's period of significance, is not associated with the district's significance, and/or does not retain sufficient integrity. For example, a commercial building designed as infill during the 1980s would be considered a non-contributing building, as would a dwelling constructed in 1930 that has vinyl siding, vinyl replacement windows, and a large incompatible addition. More leniency is provided to non-contributing building, but the HZC still considers how changes to these properties impact the overall district.

IMPACTS TO CHARACTER-DEFINING FEATURES AND MATERIALS

The term "character-defining features" is used a lot when talking about preservation priorities. Broadly speaking, character-defining features are the distinctive visual and physical qualities that comprise the appearance of a particular place, make a building or district unique, and/or help convey a property's place in time as part of the community.

During design review, the HZC will evaluate if a proposed project is compatible with the character-defining features of the individual property and the broader district. An emphasis will be placed on projects that reinforce, complement, and respect the character of the district.

Character-defining features can be unique to a particular place or architectural style or evident in shared characteristics of all properties in a related area. Common character-defining features include:

CONDITION AND INTEGRITY. Condition should not be confused with integrity. Properties can exhibit deteriorated conditions and still retain a high degree of integrity if they possess the essential character-defining features that help convey their period of significance and architectural character.

District-level Residential Features

- Streetscape relationships, including roadways, sidewalks, fencing, and tree canopy
- Regular block arrangement
- Consistent lot shapes and sizes
- Building setback and orientation
- Pedestrian-scaled features such as porches and entries oriented to the street
- Treatment of street-oriented elevations as the primary façade

District-level Commercial Features

- Streetscape hierarchy, including sidewalk width and pedestrian-scaled furnishings and features
- Consistent building placement with zero setback
- Articulated façades that promote visual interest
- Openness and transparency at the street level
- Consistent lot shapes and sizes

Individual Properties

- Massing and building form, including footprint and roof shape
- Fenestration (pattern of window and door openings) and wall-to-window ratios
- Story heights and vertical or horizontal emphasis
- Materials, finishes, and examples of craftsmanship
- Architectural and decorative details
- Spatial and design qualities of the site

IMPACTS OF REPLACEMENTS, REMOVALS, AND ADDITIONS

The HZC will carefully evaluate how the proposed replacement, removal, or addition of features will impact the character of a property. The merits of the proposed alteration will be evaluated based on a number of questions:

- Is the feature to be removed a character-defining element?
- Is the feature original to the building? If it was added later, has it gained historic or architectural significance in its own right?
- Is the feature highly visible from the right-of-way?
- Is the feature to be removed of low-quality construction or craftsmanship? Is it in poor condition?
- Would the architectural character of the property or surrounding area be significantly impacted by the proposed alteration? Would the alteration have a negative cumulative impact on the property?
- Is the proposed alteration compatible with the period of significance and architectural style of the property? Would the proposed alteration impact the building's perceived style or period of construction?
- Is the replacement feature made of in-kind materials? What is the reasonable availability of the original material if alternative materials are proposed?
- Can the feature be satisfactorily replicated using alternative materials?
- Is the new feature based on historic documentation or precedent? Does it convey a false sense of history or design? Will it obscure or disguise character-defining features?
- Is the new feature compatible with existing stylistic elements of the building? Is it compatible with the existing material palette?
- Is the new feature of a durable nature? Does it satisfy the goal of promoting high-quality, compatible design?

CONTEXT AND VISIBILITY

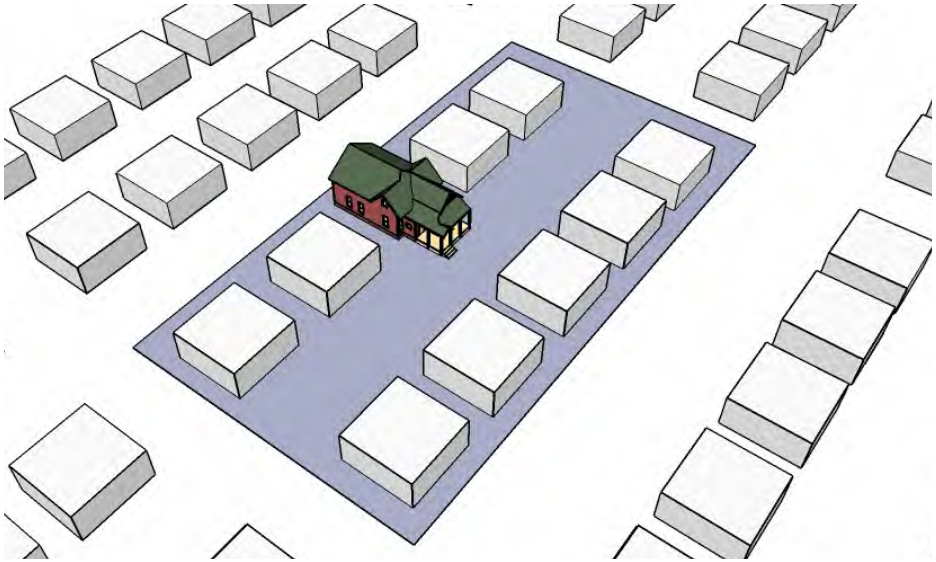
The visibility of a project and its impact on the character of a building and district are carefully considered by the HZC. For most buildings, the front (street-facing) façade is the most important. Projects that impact character-defining features of the façade and are visually prominent from along the streetscape are evaluated closely by the HZC. Projects that impact highly visible portions of secondary elevations and those on corner properties and prominent commercial and institutional buildings are also carefully evaluated. Generally, rear elevations are the least important and provide the best location for substantial alterations and additions.

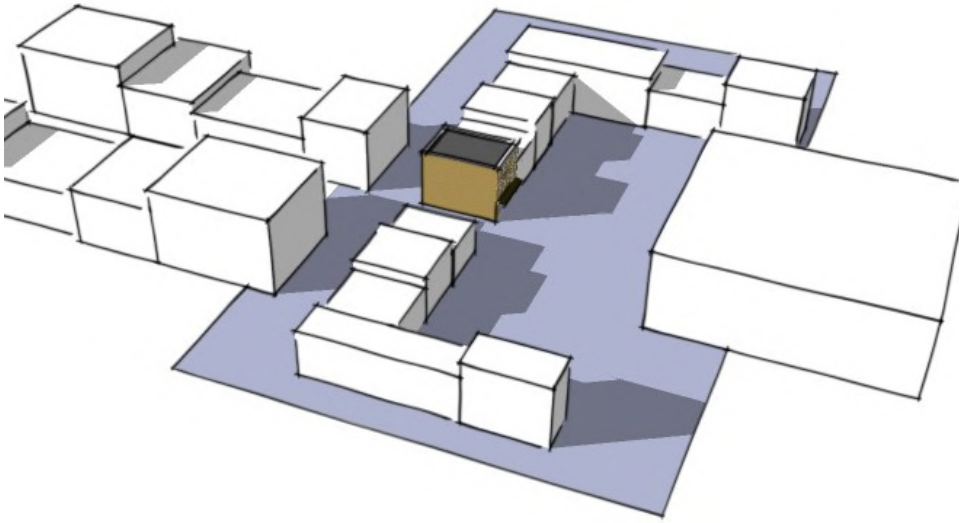
Prior to the public meeting at which a project is being discussed, members of the HZC might choose to visit a property, complete a walk around, and review the project location from various points to determine how visible the project will be from the public right-of-way.

While not required, property owners might find it useful to complete a similar exercise as part of the project planning process to better understand how the HZC will view the project. Important questions worth thinking through as part of this exercise include:

- What is the character of adjacent properties, those on the same block, and those immediately across the street?
- Which character-defining features are most important in conveying the character of the property and how will those be impacted?
- What is the relationship of the project to the street?
- Is the project compatible with the local context or will it disrupt established relationships of building massing, rhythm, setback, or articulation?

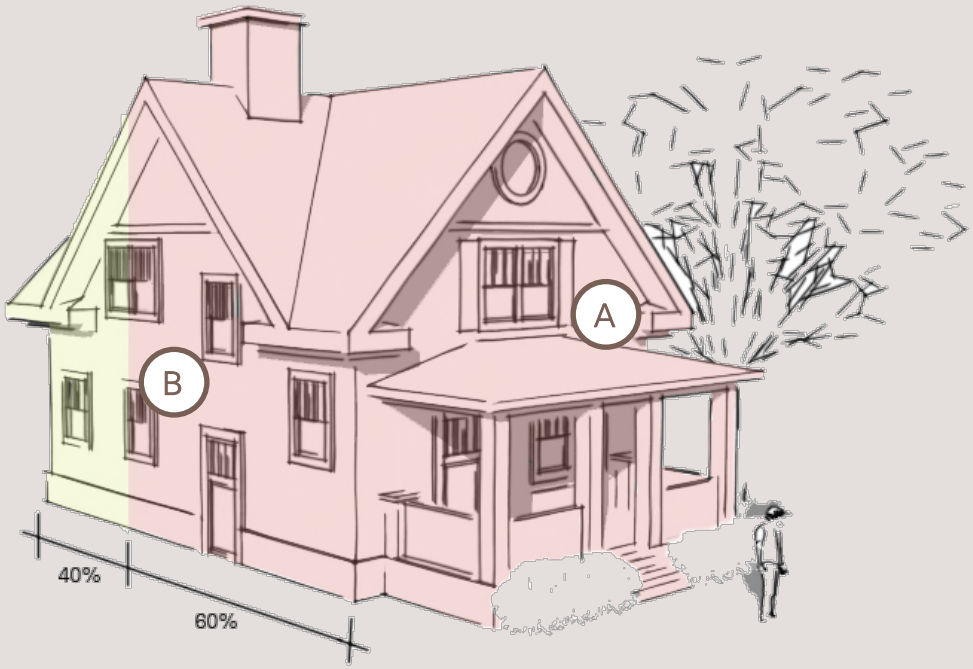
DETERMINING CONTEXT. The local context will vary from project to project. In predominately residential areas (left), looking at properties adjacent to and across the street from a project will typically be appropriate, as demonstrated by the shaded area. In the downtown commercial district (right), looking at a broader area may be appropriate in consideration of lines of sight, particularly when changes are proposed for upper stories.

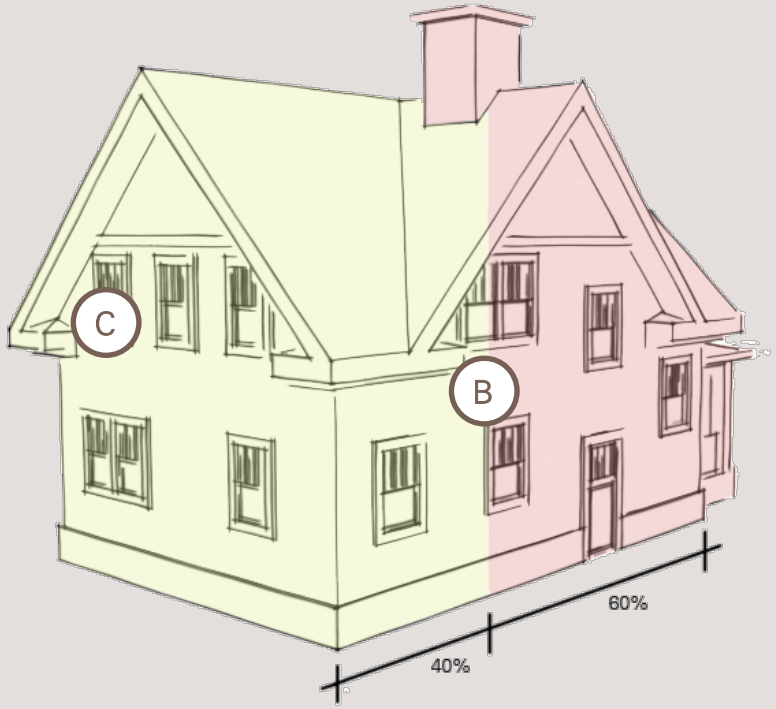




PROJECT LOCATION AND VISIBILITY

The location of a project and its visibility from the right-of-way are considered carefully during the review process. Properties in Columbia's historic districts generally have a wide viewing window that allows for clear view of the façade (front elevation) and a substantial portion of secondary elevations. While the HZC will review each project on a case-by-case basis in consideration of the individual characteristics of the property, it is important to give early consideration to how your project will be viewed from the right-of-way and how it might impact visible character-defining features.





A The façade or front elevation is typically the most important part of a building. Changes to the façade will be carefully evaluated by the HZC during the design review process to ensure that they do not disrupt the character of the building or the overall district as observed from the street.

B Changes to secondary (side) elevations also should be carefully considered given their visibility in the historic districts. Generally, substantial changes should be limited to the rear 40% of a secondary elevation to minimize their appearance from the right-of-way.

C The rear elevation is typically the least important to a building's character and provides the best location for alterations and additions. More flexibility is provided in reviewing changes to rear elevations than those proposed for the façade or prominent secondary elevations.

**Corner properties shall observe the standard for a dual front elevation facade*

3 UNIVERSAL GUIDELINES

GUIDING PRINCIPLES FOR HISTORIC DISTRICTS

Preserving the character of Columbia's historic districts as integral components of the community is paramount to the city's future. As such, it is important that decisions affecting the city's historic districts be carefully evaluated against accepted best practices that promote responsible property stewardship.

The universal guidelines presented in this chapter are based on the aforementioned Standards and provide a broad framework for the treatment of Columbia's historic districts with the goal of sustaining the unique, character-defining features that convey the architectural heritage of our community.

Individual guidelines for residential properties (Chapter 4) and commercial properties (Chapter 5) complement the universal guidelines and provide supplemental guidance on the particular issues unique to each property type.

Objective: Embrace accepted preservation strategies that promote a consistent treatment of our heritage places as distinctive elements of the built environment.

BASIC REQUIREMENTS IN COLUMBIA'S DISTRICTS

The City's zoning ordinance establishes basic universal requirements for projects in Columbia's historic districts, which these guidelines expand on and refine:

- The height of any proposed alteration or construction should be compatible with the style and character of the landmark and with surrounding structures in a historic district.
- The proportions and relationships between doors and windows should be compatible with the architectural style and character of the landmark and with surrounding structures.
- The relationship of a structure within a historic district to the open space between it and adjoining structures should be compatible.
- The design of the roof should be compatible with the architectural style and character of the landmark and surrounding structures in a historic district.
- New construction landscaping should be compatible with the architectural character and appearance of the landmark and of surrounding structures and landscapes in historic districts.
- The scale of the structure after alteration, construction, or partial demolition should be compatible with its architectural style and character and with surrounding structures.
- Structures in a historic district should be compatible with the dominant horizontal or vertical expression of surrounding structures.
- Architectural details should be treated so as to make a landmark compatible with its original architectural style and character and to preserve and enhance the architectural style or character of a historic district.

3.1 EMBRACE THE ARCHITECTURAL CHARACTER OF A HISTORIC PROPERTY

a. The historic form, materials, and architectural style of a building shall be preserved.

b. Non-original but historic alterations and additions that have attained significance in their own right shall be considered during design review.

c. Alterations shall be planned in consideration of a property's existing features and materials. Designs that are subordinate to a property's historic character shall be used.

d. Remember that a property is a product of its time. Conjectural features that convey a false sense of history are prohibited.

3.2 IDENTIFY COMPATIBLE BUILDING USES THAT PROMOTE A PROPERTY'S LONGEVITY

a. When a building's original use is no longer a viable option, consider reuse strategies that benefit from and enhance the historic character of the property.

b. Embrace new uses that minimize the alteration or removal of character-defining features.

WHAT DOES "DETERIORATED BEYOND REPAIR" MEAN?

"Deteriorated beyond repair" generally means that more than 50% of a material feature is no longer in serviceable condition and that it is no longer feasible or practical to repair a feature by patching or otherwise reinforcing deteriorated materials.

Meeting the burden of proof in demonstrating that a feature is deteriorated beyond repair is the responsibility of the applicant. The HZC has the right to request photographic evidence or a visit to the property to confirm the extent of deterioration.

3.3 FOLLOW ACCEPTED PRESERVATION APPROACHES AND STANDARDS

a. Stable materials and features shall be maintained to extend their life and minimize the need for substantial repairs and replacements.

b. Deteriorated but serviceable materials and features shall be repaired, particularly when deterioration is localized. Removal of stable materials is prohibited.

c. When an element is deteriorated beyond repair, it shall be replaced in-kind or with one that is compatible with the character of the property.

d. Reconstruction and replacement of missing features shall be based on historical or photographic documentation. In the absence of sufficient evidence, a simplified design appropriate to the building's age and style shall be used.

3.4 MAINTAIN COMPATIBILITY WHEN PLANNING ADDITIONS AND NEW CONSTRUCTION

a. Additions shall be planned so that they do not compromise or obscure character-defining features.

b. To the extent feasible, additions shall be inconspicuously located on the rear elevation or the rear of secondary elevations to minimize their visibility from the right-of-way.

c. Contemporary designs that are compatible with the scale, form, configuration, materials, and character of buildings in the historic district shall be used.

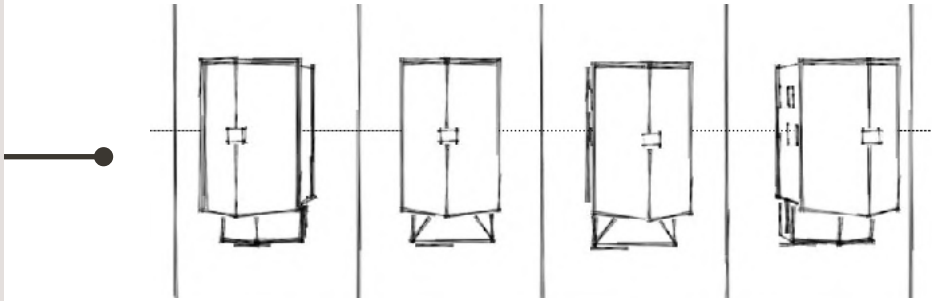
d. New construction shall maintain the range of heights, scale, setbacks, and massing of nearby buildings within the historic district. Designs that are not compatible are prohibited.

CONSIDERING COMMON ATTRIBUTES

The character of each of Columbia's historic districts is shaped by a variety of factors, including property density and the setback, form, massing, and scale of individual buildings. While physical attributes may vary from property to property, they generally fall within a typical range within a given district.

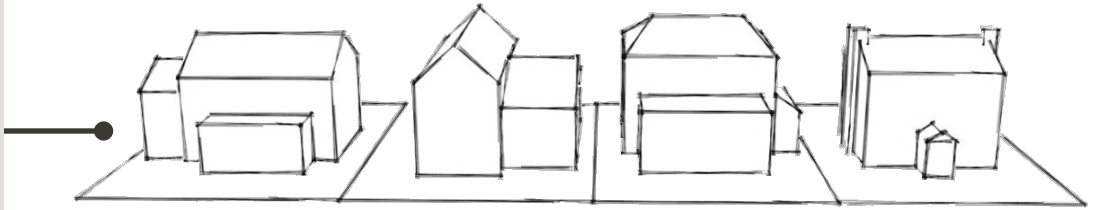
This consistency contributes to the sense of cohesion and architectural integrity that defines our historic districts. Alterations, additions, and new construction must be carried out in consideration of their effect on such attributes so as to limit the potential for negative impacts.

DENSITY refers to the concentration of buildings within a particular area. Some residential districts have a moderate density defined by small yards with houses set close together. Others have low density with houses set farther apart on large lots. Commercial districts typically have high densities. New construction, additions, and site changes have the potential to impact perception of density within a particular district.



SETBACK refers to the distance between a building and the lot line. While side and rear setback lines are important, maintaining compatibility with the street setback is particularly critical in preserving spatial qualities in a district.

FORM refers to the individual shapes that comprise a building, while MASSING refers to the overall configuration of individual forms that define a building in terms of its composition, depth, width, and height. SCALE refers to the size and proportions of a building as well as its individual components. Alterations, additions, and new construction can significantly impact precedents of form, massing, and scale.



NON-CONTRIBUTING BUILDINGS

As previously described, non-contributing buildings are those that are not consistent with the character of a district because they either do not date from the district's period of significance or they have been so significantly altered that they no longer reflect the architectural heritage of the district.

A non-contributing building can further be categorized as either "compatible" or "intrusive" to the historic district in which it is located depending on how well it fits in with the character of the district in terms of its materials, scale, massing, and architectural features.

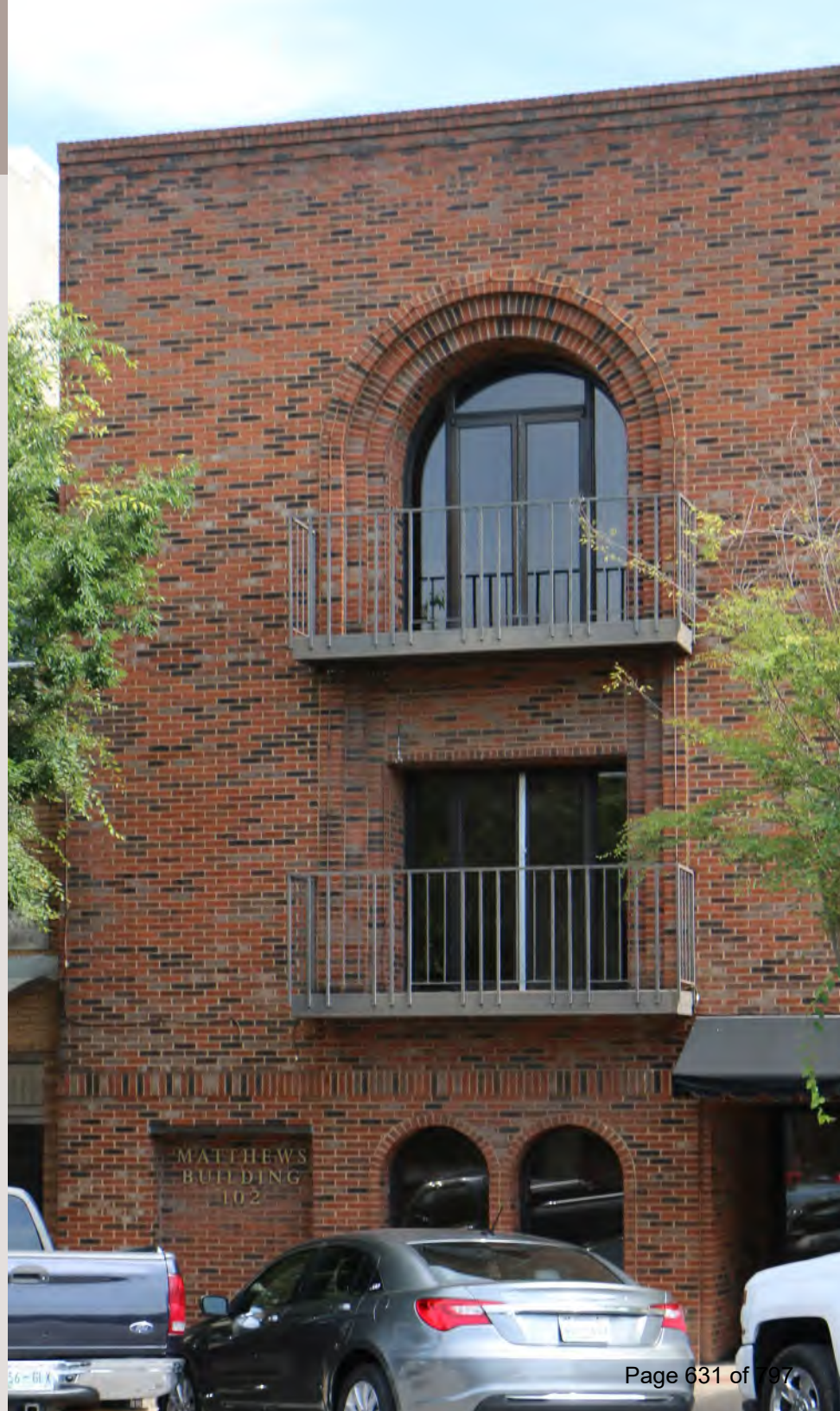
Projects proposed for non-contributing buildings are still covered by the design review process and will be reviewed by Development Services staff and the HZC, as appropriate. However, the goal is different since the preservation of existing features is less of a concern. The primary consideration for non-contributing buildings is to make sure that future changes to the property are compatible with the district and are not intrusive to the district's overall character or sense of place. As such the following standards shall apply to non-contributing buildings:

BUILDINGS FROM THE PERIOD OF SIGNIFICANCE BUT NON-CONTRIBUTING TO THE DISTRICT

Remaining features that are consistent with the historic character of the district shall be retained in accordance with the applicable guidelines. Changes to previously altered materials and features shall be reviewed for compatibility with adjacent properties and the broader district consistent with the guidelines for new construction.

BUILDINGS NOT FROM THE PERIOD OF SIGNIFICANCE AND VACANT LOTS

Alterations to non-contributing buildings built outside of a district's period of significance shall be compatible with the overall character and sense of place within a particular district. Changes to such resources (and infill on vacant lots) shall be reviewed for compatibility consistent with the guidelines for new construction in order to minimize the potential for adverse impacts to the overall district.



PROPERTY MAINTENANCE

Routine maintenance—defined as any minor repair or replacement to correct ordinary deterioration, decay, or damage that does not involve a change in the design, materials, or general appearance of a property—does not require design review. That said, maintenance is an important part of owning a property and is critical in maintaining the integrity of a historic building. Regular maintenance also helps minimize the potential for time-consuming and expensive repairs as unresolved deterioration can quickly evolve into a more significant problem.

Standard levels of property maintenance are expected in Columbia's historic districts just as they are throughout the city. Columbia's Code Enforcement department works to enforce maintenance standards and address common violations such as overgrown grass, trash and debris, and inoperable vehicles.

In addition, Columbia's zoning ordinance stipulates that owners of contributing properties in the city's historic districts "are required to maintain their properties and not allow them to fall into disrepair...Owners shall maintain or cause to be maintained the exterior and structural features of their historic properties and not allow conditions of neglect to occur," including, for example, broken windows or doors, deteriorated paint surfaces and other protective coatings, and deteriorated masonry and mortar. As such, property owners are responsible for ensuring that their properties are satisfactorily maintained in accordance with the ordinance and may be subject to civil penalties for failing to comply with maintenance requirements.

If deteriorating conditions continue to such a degree that they begin to undermine the structural integrity of a building, a property can be cited for demolition by neglect (see Section 9. Demolition and Relocation).

For tips on creating and carrying out a maintenance plan for your property, see the National Park Service's guidance document "Maintaining the Exterior of Small and Medium Size Historic Buildings" at nps.gov/tps/how-to-preserve/briefs/47-maintaining-exteriors.htm.

ABRASIVE CLEANING. Inappropriate and abrasive cleaning methods such as sandblasting can irreversibly damage historic materials like brick. In the above photograph, the protective exterior surfaces of the bricks have been destroyed. This not only impacts the appearance of the material but can also accelerate deterioration as weather and moisture can more easily penetrate the interior of the masonry.

3.5 RETAIN AND MAINTAIN HISTORIC MATERIALS AND FEATURES

a. Historic architectural materials such as brick and stone, wood, and cast and wrought iron shall be proactively maintained.

b. The visibility of character-defining features and materials shall be maintained. Removing or covering intact or repairable features and materials is prohibited.

c. Removal of non-historic siding and other claddings is encouraged. Carefully remove materials so that you do not cause inadvertent damage to underlying features, which should be repaired using accepted treatments.

3.6 CHOOSE REPAIR AS THE FIRST OPTION FOR DETERIORATED FEATURES

a. Deteriorated but serviceable features shall be repaired using accepted preservation treatments such as patching, consolidating, or reinforcing materials.

b. Repairs shall be completed with in-kind materials or compatible alternatives that match the original composition, design, profile, texture, and finish as closely as possible.

c. If disassembly of a feature is necessary to complete a repair, document the feature prior to disassembly to make reinstallation easier.

3.7 MAINTAIN COMPATIBILITY WHEN USING REPLACEMENT MATERIALS

a. Only materials and features that are deteriorated beyond repair or have lost structural integrity shall be replaced.

b. Deteriorated portions of otherwise intact features shall be selectively replaced. Total removal or replacement of largely intact features is prohibited.

c. Replacement materials shall be compatible with the existing architecture and match or approximate the scale, configuration, profile, detail, and finish of the original component. To the extent feasible and practical, using in-kind replacement materials on primary and highly-visible secondary elevations is strongly encouraged.

d. If in-kind materials are not feasible or practical, alternative materials that are visually compatible with the composition and details of the original material shall be used. The HZC will evaluate alternative materials on a case-by-case basis in consideration of their compatibility and durability.

3.8 CLEAN BUILDINGS AND MATERIALS USING THE GENTLEST MEANS POSSIBLE

a. Protective weatherproof coatings such as paint on historic wood surfaces and previously painted masonry shall be maintained. Always remove deteriorated coatings to the next sound layer before applying new coatings.

b. Clean historic materials only when necessary to stop deterioration or remove graffiti, soiling, or biological growth. Select a test patch before cleaning to ensure that the cleaning method does not cause discoloration or inadvertent damage.

c. Low-pressure washings and soft natural brushes shall be used when cleaning is necessary. Abrasive cleaning methods such as high-pressure washing and sandblasting can irreversibly damage historic materials and are prohibited.

CAN I USE ALTERNATIVE MATERIALS IF IN-KIND MATERIALS ARE NOT PRACTICAL OR FEASIBLE?

When we talk about repairing or replacing existing materials, we typically talk about two types of materials:

- "In-kind materials" refers to using the same materials to repair or replace an existing feature (for example, replacing wood windows with new wood windows).
- "Alternative materials" refers to using non-traditional, synthetic building materials to repair or replace an existing feature (for example, replacing wood siding with composite siding).

While the use of in-kind materials is strongly encouraged, the guidelines provide flexibility for the use of alternative materials, particularly where in-kind materials are not feasible or practical. However, decisions related to such materials are carefully considered by the HZC since they vary widely in their characteristics and appropriateness in Columbia's historic districts.

Unless otherwise specified in the guidelines, alternative materials will be reviewed by the HZC on a case-by-case basis. When considering alternative materials, the following considerations will be evaluated:

- What is the availability of the original material? Are there economic or other practical reasons for why it cannot be used?
- How will the alternative material impact the building's character? How visible is the alternative material? Will it diminish the building's integrity or substantially reduce the building's original fabric?
- How compatible is the alternative material with the texture, scale, proportions, profile, and finish of the original material?
- How durable is the alternative material? Will it require more frequent maintenance and replacement cycles than traditional materials?
- What are the environmental impacts? Is the material responsibly manufactured and is its use compatible with the City's desire to encourage environmentally-responsible initiatives?

REPLACEMENT OF EXISTING APPROPRIATE MATERIALS

Historic materials shall be repaired rather than replaced. Materials that are deteriorated beyond repair shall be replaced in-kind to the extent feasible and practical. If in-kind materials are not feasible or practical, alternative materials that are compatible with the composition and details of the original material will be considered by the HZC. The project applicant shall provide justification for the use of the alternative material, including information on practical considerations and the performance of the material. The HZC also reserves the right to request samples and specifications.

REPLACEMENT OF EXISTING INAPPROPRIATE MATERIALS

The guidelines do not require a property owner to involuntarily undertake rehabilitation or restoration. However, efforts to remove or replace inappropriate materials that were installed in the past and return a property to a more compatible aesthetic are encouraged. In the absence of existing historic fabric, compatible alternative materials provide a viable option and are given additional leniency by the HZC. For example, replacing aluminum siding with fiber cement siding would be encouraged as a means to better replicating the original design of a building without the cost of wood siding.

ADDITIONS TO HISTORIC BUILDINGS

While the use of traditional materials is generally encouraged on additions, alternative materials also may be appropriate, particularly for those additions that are minimally visible from the right-of-way. Alternative materials may be appropriate where they are compatible with the scale, proportions, texture, and detailing of existing materials on the original building and do not detract from or otherwise diminish the aesthetic of the property.

NEW CONSTRUCTION

Alternative materials are allowed in new construction but must be compatible with the character of similar features on comparable historic buildings in the district. High-quality durable materials that convey a sense of permanence are strongly encouraged.

Objective: Retain and preserve masonry materials as durable building components. When repair and replacement are necessary, maintain compatibility with historical precedents.

For National Park Service guidance on repairing deteriorated mortar, see "Repointing Mortar Joints in Historic Masonry Buildings" at nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm.

MASONRY

3.9 RETAIN AND PRESERVE HISTORIC MASONRY SURFACES AND FEATURES

a. Historic masonry features such as piers, columns, lintels, sills, chimneys, arches, wall facings, and other such functional and decorative components shall be retained.

b. The visibility of historic masonry materials and features shall be maintained. Covering masonry walls, finishes, or decorative features with siding or veneers is prohibited.

c. Decorative masonry construction features such as bond patterns and corbeling shall be maintained.

d. Masonry surfaces that have historically been painted shall continue to be painted to maintain the integrity of the masonry. Painting uncoated masonry that has historically been exposed is prohibited.

e. Sealants and water-repellant coatings shall only be used when there is demonstrated evidence of water penetration through the masonry. When sealants are approved, only the affected area shall be treated and only after the masonry is dry.

3.10 REPAIR DETERIORATED MASONRY JOINTS ACCORDING TO ACCEPTED STANDARDS

a. Remove deteriorated mortar and clean joints with hand tools. Power tools can inadvertently cause damage to surrounding masonry and are generally not appropriate.

b. For pre-1900 buildings, repointing shall be completed with a soft mortar that simulates historic lime and sand mortars in appearance, composition, and strength to allow for proper expansion and contraction of masonry joints.

c. For post-1900 buildings that originally used hard mortars, Portland cement-based mortars are appropriate.

d. New mortar shall be tooled and tinted to match the width, profile, and color of the original mortar joints as closely as possible.

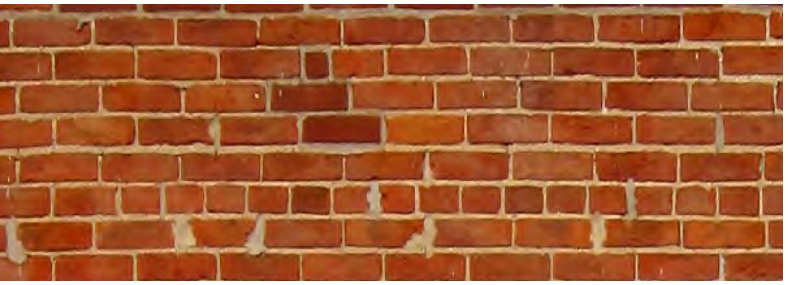
3.11 REPLACE DETERIORATED OR MISSING MASONRY UNITS OR FEATURES IN-KIND

a. The color, texture, and bond pattern of original units shall be duplicated as closely as possible. New mortar around replacement units shall also duplicate the composition, color, and tooling of the existing joints as closely as possible.

b. Where original masonry surfaces and details are deteriorated beyond repair, new features shall replicate the original as closely as possible in scale, detail, dimension, color, and texture.

c. Replacements for missing masonry features shall be based on physical or photographic evidence. In the absence of sufficient evidence, a simplified design compatible with the style, age, and scale of the building shall be used.

d. Adding masonry features that have no historical basis conveys a false sense of history and is prohibited.



MORTAR COMPATIBILITY. This masonry has been inappropriately repointed with an inflexible Portland cement-based mortar. This led to numerous brick faces breaking off along the edges, exposing the soft interior and in turn resulting in the inappropriate patching of damaged bricks with additional cement-based mortar.

WHY DO I NEED A SPECIFIC TYPE OF MORTAR?

When deteriorated or missing mortar needs to be replaced, it is important that new mortar is compatible with the visual and structural characteristics of the original mortar. Compatibility with the visual characteristics of the original mortar (e.g., joint profile and color) is important in maintaining the original aesthetic of the building, while compatibility with the structural characteristics of the original mortar (e.g., compression rate) is important in making sure that the new mortar does not lead to the deterioration of historic masonry.

Like nearly all building materials, mortar and surrounding masonry naturally react to changing weather patterns. They both expand and contract in response to changes in temperature. Lime-based mortars were traditionally used in masonry buildings prior to the twentieth century. These mortars were more flexible than the surrounding masonry and absorbed the tension caused by expansion and contraction, which protected the masonry. Into the twentieth century, stronger bricks were being manufactured and hard Portland cement-based mortars became increasingly popular alongside the more durable materials that had reduced expansion and contraction cycles.

While Portland cement-based mortar works well for post-1900 buildings with hard-fired bricks, it can cause problems for older buildings. Portland cement-based mortar is harder than the old bricks and does not allow for proper expansion and contraction of materials. Since the mortar is inflexible, it places the tension on the surrounding bricks. This often leads to cracking and can cause the face of the brick to break off (spalling).

As such, new mortar on buildings with historic lime-based mortars are to be softer than the surrounding masonry and no harder than the original mortar. While mortars should ideally be custom matched to the existing mortar, a mixture consisting of one part lime to two parts of the smallest available mesh sand is recommended as a general starting point. A small amount of Portland cement may be added to improve the workability of the mixture, but no more than 20% of the total volume of the mortar mixture should consist of Portland cement. Larger concentrations of Portland cement will cause the mortar to be too hard.

Objective: Preserve historic wood features by maintaining finishes and selectively repairing deteriorated sections. When replacement is required, choose alternative materials based on the visibility and significance of the feature to be replaced.

For National Park Service guidance on maintaining protective coatings on wood, see "Exterior Paint Problems on Historic Woodwork" at nps.gov/tps/how-to-preserve/briefs/10-paint-problems.htm.

WOOD

3.12 RETAIN AND MAINTAIN HISTORIC WOOD SIDING, TRIM, AND ARCHITECTURAL FEATURES

a. The visibility of historic wood features shall be maintained. Removing or covering intact wood surfaces or decorative features with siding or veneer is prohibited.

b. Historic wood features and surfaces shall be protected from deterioration by maintaining weather-resistant coatings (paint or stain).

c. Identify and treat the causes of wood deterioration before repairing or replacing features to minimize the potential for repeat damage.

d. Hand-scraping or other accepted means (such as infrared heat) shall be used to remove deteriorated protective coatings to a sound base layer before repainting. Damaging techniques such as propane torches and high-pressuring washing are prohibited. Use chemical strippers as a last resort if gentler means of removal prove ineffective.

e. As appropriate, treat historically unpainted and exposed features such as the end of rafters with preservatives to minimize decay.

f. Stripping surfaces to bare wood or applying a stain to historically painted surfaces is prohibited.

3.13 REPAIR DETERIORATED BUT SERVICEABLE WOOD FEATURES BEFORE CONSIDERING REPLACEMENT

a. Deteriorated wood surfaces shall be repaired by patching, consolidating, splicing, or other means of reinforcement. Only the deteriorated portions of a feature shall be removed.

b. Repair materials shall match the original in appearance, profile, dimension, and finish as closely as possible. To the extent feasible, matching the grain of original wood materials is encouraged. Salvaged lumber often provides a viable, sustainable option for repair materials.

c. Unique details such as beaded edges shall be

retained when repairing deteriorated features.

3.14 MAINTAIN COMPATIBILITY WHEN REPLACING WOOD FEATURES

a. Using wood to replace wood claddings, doors, windows, trim, and porch components is strongly encouraged.

b. Fiber cement board without faux wood-grained finishes may be used as a replacement for wood claddings so long as the siding profile is maintained. Other alternative materials will be considered by the HZC on a case-by-case basis based on their durability and compatibility.

c. New rough-sawn wood, plywood siding (e.g., T1-11 siding), vinyl, aluminum, and faux masonry finishes are not appropriate alternative materials to traditional wood features. Buildings that already have such materials shall be permitted to use similar materials in resurfacing or repair but replacement claddings must be in conformance with the guidelines.

d. The profile, scale, dimension, details, and character of the original feature shall be maintained when selecting replacement materials.

e. Replacing intricate detail work or noteworthy examples of craftsmanship shall be avoided unless materials are deteriorated beyond repair.

f. Adding wood features that have no historical basis conveys a false sense of history and is prohibited.

VINYL AS A REPLACEMENT FOR WOOD

Vinyl counterparts are commonly proposed as alternatives to wood siding and windows; however, vinyl materials are inconsistent with the character of Columbia's historic districts and shall be prohibited as a design solution. Not only is vinyl extremely harmful to the environment but it can also significantly alter the appearance of a property.

As shown in this photograph, the installation of elements like vinyl siding, vinyl windows, and vinyl porch components can alter the profile of historic features, diminish historic design qualities and craftsmanship, and disrupt the perception of a building as part of the historic fabric of the community.

Objective: Preserve historic metal features as unique elements of the built environment. Minimize the replacement of architectural metal features.

For National Park Service guidance specific to historic cast iron features, see "The Maintenance and Repair of Architectural Cast Iron" at nps.gov/tps/how-to-preserve/briefs/27-cast-iron.htm.

ARCHITECTURAL METALS

3.15 RETAIN AND PRESERVE HISTORIC ARCHITECTURAL METAL FEATURES

a. Functional and decorative architectural metal features shall be retained. Altering, obscuring, or removing intact metal features shall be prohibited.

b. Protective coatings such as paint or lacquers on metal surfaces shall be maintained to extend the life of the material. Exposing historically coated materials accelerates deterioration and shall be avoided.

c. Naturally-occurring patinas on metals such as copper, which act as a protective coating, shall be retained. Removing patinas, creating artificial patinas, and painting historically exposed metals such as copper and bronze shall be prohibited.

3.16 CLEAN AND REPAIR LOCALIZED DETERIORATION TO MAINTAIN INTEGRITY

a. Clean metals prior to reapplying protective coatings to improve the longevity of coatings.

b. Clean soft metals such as lead, tin, and copper with chemical solutions after testing localized areas. Abrasive methods such as grit blasting are prohibited.

c. Clean hard metals such as cast and wrought iron with the gentlest means possible, starting with hand-scraping and wire-brushing. Consider low-pressure glass bead cleaning as a last resort.

d. Deteriorated features shall be repaired by patching or reinforcing original fabric. Using in-kind materials to the extent feasible and practical is encouraged. Alternative materials that alter the visual qualities of the feature shall be prohibited.

3.17 MAINTAIN COMPATIBILITY WHEN SELECTING REPLACEMENT MATERIALS

a. Only sections that are deteriorated beyond repair or lack structural integrity shall be replaced. Total replacement of an entire feature when only isolated deterioration is present shall be prohibited unless fabrication of a patching piece is not feasible or practical.

b. Replacement materials shall match the original in design, dimension, profile, detail, and texture. To the extent feasible and practical, in-kind materials are strongly encouraged. If in-kind materials are not feasible, use materials such as aluminum, steel and fiberglass when they can appropriately replicate historic features without diminishing the visual qualities of the property. Substitute materials that replicate the original will be reviewed on a case-by-case basis by the HZC based on their durability and compatibility.

c. Where features are missing, replacement designs shall be based on accurate physical or historical evidence. In the absence of evidence, a simplified design that is compatible with the building in scale, size, and detail shall be used.

d. Adding metal features that have no historical basis conveys a false sense of history and is prohibited.

4 RESIDENTIAL GUIDELINES

SUSTAINING STRONG COMMUNITY IDENTITIES

Columbia's residential historic districts are home to a rich variety of dwellings that reflect architectural transitions and life in Columbia over the course of more than two centuries. These dwellings also house a large portion of the city's population, who care for their homes as places of respite for their families.

As property owners in Columbia's residential historic districts, homeowners are also the day-to-day stewards of Columbia's past and play a vital role in sustaining the unique identities of our communities, which are protected under the City's historic district designations. Proactive maintenance and preservation of a dwelling's character-defining features and relationship to the broader district in which it is located are paramount to ensuring this identity remains intact for the future.

Careful consideration of alterations is also critical. While it is important that residences remain adaptable to modern needs, it is likewise important that proposed changes are harmonious with the original architecture and do not disrupt a building's historic identity or the community's sense of place.

Objective: Preserve original roof shapes, configurations, and associated features while maintaining compatibility in roofing materials.

For National Park Service guidance on maintaining, repairing, and replacing roofs, see "Roofing for Historic Buildings" at nps.gov/tps/how-to-preserve/briefs/4-roofing.htm.

ROOFS, CHIMNEYS, AND RELATED FEATURES

4.1 RETAIN ORIGINAL ROOF CONFIGURATIONS

a. The original shape, pitch, and configuration of the roof shall be retained. Altering the shape or pitch of the roof to accommodate replacement materials or features is prohibited.

b. Functional and decorative features such as dormers, chimneys, and cornices give a roof its character and shall be retained. Removing features that contribute to the roof's character and covering features such as exposed rafters are prohibited.

4.2 MAINTAIN COMPATIBILITY WHEN REPLACING ROOFING MATERIALS

a. Historic roof features shall be retained and protected when repairing or replacing deteriorated roofing materials.

b. In-kind materials shall be used when repairing localized areas of deteriorated roofing. Patching roofing or flashing with tar or asphalt is prohibited.

c. Historic specialty roofs and decorative features such as those of tile, slate, and metal shall be repaired by replacing only deteriorated sections unless more than 33% of the total surface is deteriorated. Where specialty materials are deteriorated on front-facing slopes, consider consolidating intact units from the rear to maintain the appearance from the right-of-way.

d. Replacement roofing materials that are compatible with the age and style of the building and visual qualities of the original material shall be used. Replacing specialty roofing such as slate, tile, and standing seam metal with in-kind materials is strongly encouraged where practical and feasible.

e. Substitute materials that are compatible with the visual character of the original material as perceived from the right-of-way shall be used. Select colors, textures, patterns, and finishes in consideration of the original materials. Dark asphalt, fiberglass, or composite shingles are most appropriate in the absence of historic roofing materials.

SPECIALTY ROOFING MATERIALS

While there are only a few intact examples of specialty roofing materials in Columbia's historic districts, they contribute to the unique character of the area and warrant careful consideration when planning for repair and replacement:

- Consider selective repair and consolidation on visible slopes over total replacement.
- Consider salvaging intact materials for reuse on another project or property.
- Consider in-kind materials where practical and feasible.
- Consider compatible alternative materials such as metal or concrete shingles for slate or tile.
- Consider dimensional shingles over standard 3-tab shingles if asphalt or fiberglass shingles are used.

4.3 RETAIN AND MAINTAIN ORIGINAL CHIMNEYS

a. Original chimneys, particularly those that are architecturally distinguished and visible from the public right-of-way, shall be retained.

b. Historically exposed masonry surfaces shall be maintained. Altering a chimney's character by parging, painting, siding, or otherwise covering exposed surfaces in lieu of repair is prohibited.

c. Keeping chimneys in working order to take advantage of their natural ventilating properties is encouraged. In instances where a chimney is made non-functional, the chimney shall be retained and a clay, slate, or stone cap installed to seal its opening. The cap shall be installed so that it does diminish the original design, damage historic materials, or require removal of features.

d. Repair deteriorated masonry in accordance with the guidelines. Repairs shall match the original masonry in color, texture, composition, and profile as closely as possible.

e. Shortening or removing original but non-functional chimneys is prohibited unless necessitated by imminent structural failure.

f. When rebuilding a collapsed or removed chimney is necessary or constructing a new chimney, traditional materials such as brick or stone shall be used. Simulated masonry is prohibited.

4.4 PRACTICE SELECTIVE REPAIR AND REPLACEMENT OF ROOF FEATURES

a. Functional and decorative features such as dormers, chimneys, cornices, trim, exposed rafter tails, and brackets shall be retained.

A STYLISTIC FEATURE. Commonly thought of as purely functional elements, chimneys are also decorative features that relate to a dwelling's age and style.

ALL IN THE DETAILS. As illustrated by the above photographs, roofs throughout Columbia's historic districts are adorned by a variety of stylistic features such as brackets, exposed rafter tails, prominent cornices, dormers, and decorative vergeboard. Such features are integral to a building's architectural character and are to be retained during projects.

b. Roofing features shall be repaired using in-kind materials or compatible alternatives that match the original in design, shape, proportions, profile, and details as closely as possible. Removal without repair or replacement in-kind is prohibited.

c. Where historic roof features such as dormers, brackets, or chimneys are missing, replacement designs shall be based on physical or documentary evidence. In the absence of sufficient evidence, a simplified design compatible with the style, vintage, and scale of the building shall be used. Make sure to flash new elements properly to maintain a weather-tight building envelope.

4.5 DESIGN GUTTER SYSTEMS TO BE NON-INTRUSIVE TO THE BUILDING'S DESIGN

a. Where historically present, box and integrated gutters shall be preserved. If repairing box gutters is not technically or practically feasible, maintain the gutter and seal it to match the existing roof. Such systems shall be replaced with an in-kind system on elevations visible from the right-of-way. Traditional gutters and downspouts may be used on rear elevations.

b. Where new gutter systems are installed, half-round gutters and round downspouts are encouraged as a historically compatible design. K-style are acceptable but PVC gutters are prohibited.

c. Painting hanging gutters and downspouts, except for those made of copper, to match the house's trim is encouraged to diminish their appearance.

4.6 MINIMIZE THE VISUAL IMPACTS OF ROOFTOP ADDITIONS AND EQUIPMENT

a. Substantial rooftop additions are strongly discouraged. "Pop-up" additions that add an additional story are not appropriate.

b. Skylights, vents, and rooftop mechanical equipment such as satellite dishes and air-conditioning units shall be placed toward the rear elevation (rear 1/3 of the roofline) or in inconspicuous locations not visible from the right-of-way. Installation on façade roof slopes and prominent secondary slopes, including at corner properties, is prohibited.

c. Bubble or domed skylights that are visible from the right-of-way shall be prohibited. Low-profile, flat-glazed skylights are most appropriate.

d. Rooftop additions shall be designed to be compatible with the primary mass in scale and composition as well as the character of the surrounding district.

e. New rooftop features that require alteration of the original roof shape and configuration or could damage character-defining features and materials are prohibited.

f. Installing new roof features such as cornices or trim that are inconsistent with the age or style of the building or where they did not historically exist conveys a false sense of history and is prohibited.

g. The addition of dormers on the façade or prominent secondary elevations when none existed historically shall be prohibited.

4.7 CAREFULLY INTEGRATE SUSTAINABLE ROOFING TECHNOLOGIES AND FEATURES

- Ensure that roofing structures can support the weight of equipment such as solar tiles and collectors. Systems that require removal or alteration of character-defining features are prohibited.

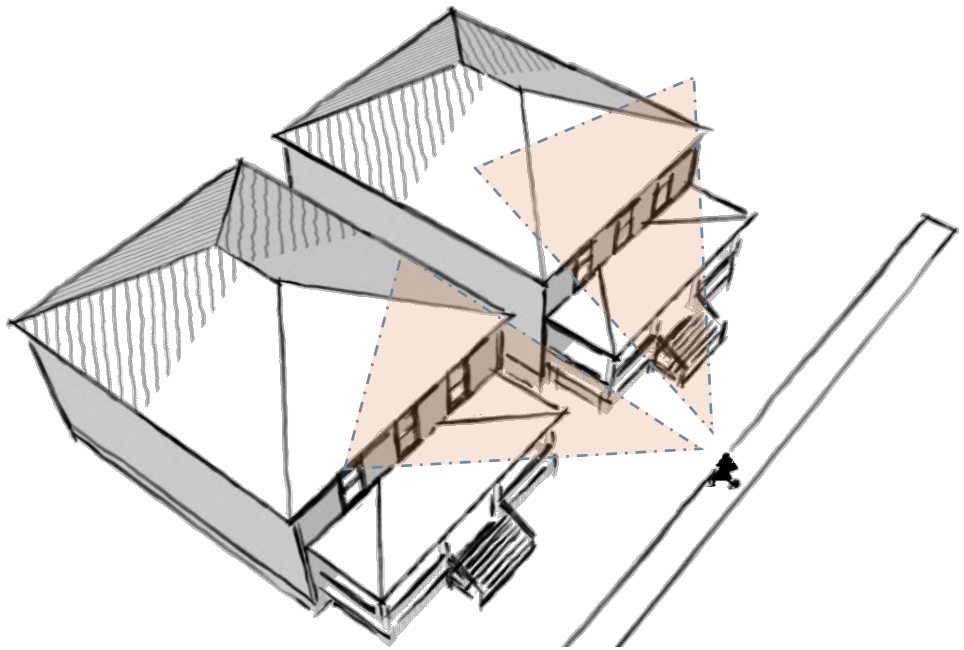
- When installing solar tiles, compatibility with the traditional scale, profile, configuration, and pattern of roofing shingles in the district shall be maintained.

- To the extent practical, solar collectors shall be placed toward the rear of secondary elevations or at rear elevations outside of view from the right-of-way. Shielding collectors behind features such as dormers and chimneys is encouraged if it does not impede their function.

- Collection systems shall be designed to be compatible with the scale and character of the building. Systems shall be installed so that they lay as parallel as possible to the roof surface.

- Collection systems and mounting equipment shall be finished in a color similar to the roofing materials to minimize their appearance.

PLACEMENT OF ROOFTOP FEATURES. Whether you are installing solar panels, a skylight, or a satellite dish, new rooftop equipment is to be located at the rear of the dwelling beyond line of sight from the right-of-way in order to minimize its impact on the visual qualities of the dwelling. Installation on a façade or prominent roof slope is not appropriate.



Objective: Maintain and preserve historic wall surfaces as character-defining features.

EXTERIOR WALLS AND EXPOSED FOUNDATIONS

4.8 RETAIN THE CHARACTER AND FINISH OF HISTORIC WALL SURFACES

a. The appearance of historic wall surfaces and exposed foundation materials, including their functional and decorative features, shall be maintained and repaired in accordance with the appropriate material guidelines.

b. The visibility of historic wall surfaces shall be maintained. Covering or replacing historic surfaces with synthetic sidings, stucco, veneers, or other materials where they did not historically exist is not appropriate. Chemical applications that alter the color or texture of historic surfaces are prohibited.

c. The character of wall surfaces shall be maintained by retaining and preserving claddings, corner boards, corbelling, quoins, cornices, and other distinguishing features.

d. The introduction of features such as vents, balconies, ornamental details, and specialty siding shall not compromise the integrity of the building or create a false sense of history or style.

e. Exterior claddings shall be replaced only when original materials are deteriorated beyond repair. New claddings shall match the original in scale, profile, and finish as closely as possible so as to minimize impacts to the building's character. Materials will be reviewed by the HZC on a case-by-case basis in consideration of the property's historic character and the visual qualities of the original material.

f. Trimwork such as brackets, spindlework, and vergeboard and specialty siding and accent finishes shall be replaced only when deteriorated beyond repair. Replace in-kind or, where appropriate, select alternative materials that match the original in scale, profile, detail, and finish.

g. Uncovering and repairing historic wall surfaces that have been concealed is encouraged.

h. Removing orphaned building elements such as unused brackets and anchors, junction boxes, cables and conduits, and other such features is encouraged.

4.9 PROTECT THE CHARACTER OF EXPOSED FOUNDATIONS

a. When structural deterioration necessitates repair of exposed foundations, in-kind materials or compatible alternatives that replicate the original color, profile, configuration, and finish shall be used. Cladding, parging, or otherwise covering historically exposed foundation materials is not an appropriate alternative for repair and is prohibited.

b. Historic foundation features such as windows, decorative vents, grills, piers, and latticework shall be retained and preserved.

c. Grading the site away from the foundation and locating vegetation away from the foundation are encouraged to minimize the potential for water penetration and structural damage.

d. Cutting holes into the foundation on the façade or prominent secondary elevations shall be avoided. If a new opening is needed for electrical conduit, plumbing, or other utility need, locate it on the rear elevation to the extent practical.

e. If pier foundations need to be infilled for structural reasons, the infill material shall be recessed behind the original piers so that the original structure can be appropriately interpreted.

ARCHITECTURAL TEXTURE. The materials and features that define walls and foundations throughout Columbia's historic districts comprise a rich palette that adds depth, texture, and variety to the landscape. Historic surfaces are to be retained and maintained. Covering or removing distinguishing exterior treatments is prohibited as it diminishes the integrity of the individual dwelling and the material fabric of the overall district.

Objective: Maintain serviceable historic windows where they exist. When replacement is necessary, embrace window designs that are compatible with the style and age of the building and the character, profile, and arrangement of original openings.

For National Park Service guidance on maintaining historic wood windows, see "The Repair of Historic Wooden Windows" at nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm.

WINDOWS

4.10 RETAIN THE CHARACTER AND ARRANGEMENT OF HISTORIC WINDOW OPENINGS

a. The pattern, shape, and configuration of historic window openings shall be retained. Reducing, enlarging, or infilling windows on the façade or prominent secondary elevations shall be avoided.

b. In cases where the filling in of a historic opening on a secondary or rear elevation of a masonry building is approved, the outline of the opening shall be retained by recessing the infill material and leaving original sills and lintels in place.

c. Boarding over of windows as a permanent solution or alternative to compatible repair or replacement is prohibited.

d. Restoring previously altered window openings to their original configuration is encouraged.

e. The installation of horizontal, picture, round, or bay windows where they are incompatible with the age and style of the building is prohibited.

4.11 RETAIN AND MAINTAIN HISTORIC WINDOWS AND ASSOCIATED FEATURES

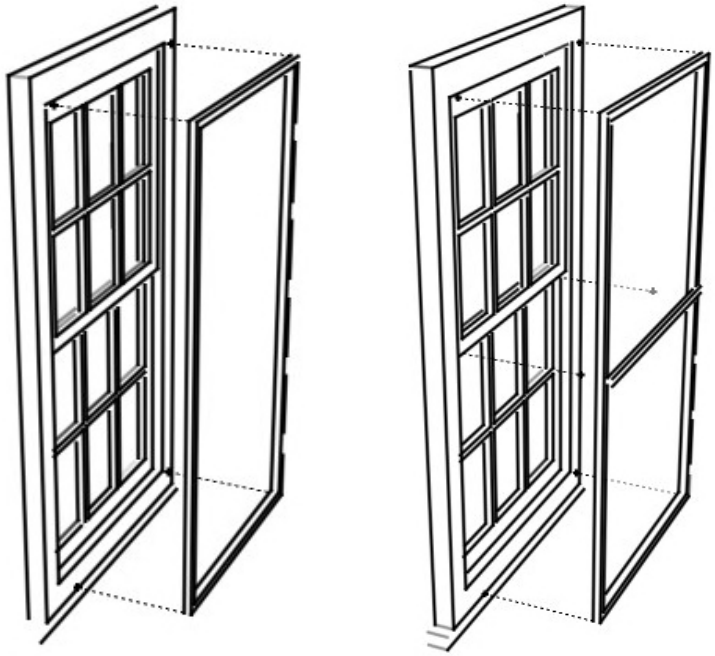
a. Regularly inspect, maintain, and repair historic windows, including protective paint coatings and functional and decorative elements such as the sash, casing, trimwork, moldings, and hoods.

b. Historic storm windows and window screens shall be maintained and repaired.

c. Historic decorative glass shall be retained. Removing intact historic art, leaded, stained, or prismatic glass, or tracery details is prohibited.

d. Original shutters shall be retained and repaired. Where existing shutters are deteriorated beyond repair, new shutters shall match the originals in size, shape, composition and, when possible, material. Vinyl and aluminum shutters are prohibited. Where new shutters are installed, designs and materials compatible with the style of the building shall be used. Shutters shall appear functional and fit the window opening.

INTERIOR SHUTTERS AND STORMS. Many homes in Columbia's historic districts also use interior shutters as a means of enhancing the energy efficiency of original wood windows. Use of interior shutters and storm windows are encouraged since they can help meet energy goals without impacting the visual qualities of original windows.



ALIGNING A STORM WINDOW. Exterior storm windows shall have either no meeting rail (left), which allows for full view of the primary window, or a meeting rail that aligns with the meeting rail of the primary window (right) to minimize their visual impact on the character of historic windows.

4.12 MAINTAIN COMPATIBILITY WHEN INSTALLING STORM WINDOWS

a. Storm windows are encouraged as an appropriate means of enhancing the energy efficiency of historic windows. If storm windows are to be installed, they shall be used on all windows on the building to maintain consistency in aesthetics and perception of the openings.

b. Storm windows shall be aligned within and fit the original opening. Altering the size of an opening to accommodate a storm window is prohibited. Using a subframe or panning to accommodate a storm window is strongly discouraged.

c. Storm windows shall either provide a full view of the primary window or have a meeting rail that aligns with the rail of the primary window.

d. New storm windows shall be wood or anodized aluminum and shall have a painted or baked-on enamel finish that matches the trim of the building. Bare metal frames are prohibited.

e. Interior storm windows are encouraged. Interior storm windows shall have no mullions or muntins that are visible from the exterior. Use storm windows with features such as air-tight gaskets, ventilating holes, and removal clips to minimize the potential for condensation.

f. Storm windows shall use only clear glass.

ARE HISTORIC WINDOWS ENERGY EFFICIENT?

Historic wood windows have received a bad reputation as a result of large-scale marketing campaigns by some window companies, but the reality is that historic wood windows can be made just as efficient (and sometimes more) as new windows. Even better, everyone from the National Trust for Historic Preservation to the Department of Energy agrees that weatherization of existing windows is a more cost-effective option than window replacement and has a much shorter return on investment period given the durability of historic windows. Consider the following when evaluating a window replacement project:

- Wood windows pre-dating the 1940s are likely of old growth lumber, which is rot resistant and incredibly durable.
- Historic windows are made from individual components, each of which can be repaired or replaced. Vinyl, aluminum, composite, and other synthetic windows are produced as a unit. This means that when something fails, the entire unit usually has to be replaced.
- High-quality replacement windows have an incredibly long return on investment period, many times in excess of 40 years. More problematic is that most replacement windows fail within about 20 years and have to be replaced, meaning you never recoup your initial investment in energy savings.
- Weatherizing a historic wood window and retrofitting it through installation of cellular shades, storm windows, or other such means provides comparable energy savings at a much lower upfront cost.
- Enhancing the efficiency of historic windows rather than replacing them has a much lower overall environmental impact when you consider embodied energy in existing materials, the energy associated with producing new synthetic windows, and the expected shortened lifecycle of replacement windows.

TIPS FOR ENHANCING A WINDOW'S EFFICIENCY

- Maintain windows in working order. Remove debris and paint buildup and use paste wax on tracks for smoother operation.
- Maintain caulk and glazing putty in good condition on the exterior and interior to minimize air and moisture penetration.
- Apply weather-stripping to the window sash to reduce air infiltration. Make sure you are using weather-stripping suited to your window type as proper weather-stripping can increase a window's efficiency by as much as 50%.
- For windows that are hung with cord, the cord can be replaced with an insulated counterpart that seals the opening.
- Lock windows. It not only provides security but also creates a tight seal between sashes and reduces air infiltration.
- Use interior or exterior storm windows or thermal panels. Low-e or light-absorbing coatings can be used when they do not affect the appearance of the glass.

For detailed analysis of the cost and energy savings associated with weatherization of historic windows vs. installing new windows, see the National Trust for Historic Preservation's "Saving Windows, Saving Money: Evaluating the Energy Performance of Window Retrofit and Replacement" at forum.savingplaces.org/connect/community-home/librarydocuments/viewdocument?DocumentKey=59eab0e4-f0f4-45c5-97c8-147a8def82ae.

4.13 MAINTAIN COMPATIBILITY WHEN REPAIRING OR REPLACING HISTORIC WINDOWS

a. Deteriorated but serviceable window components shall be repaired in accordance with the material guidelines before considering total replacement. Replacing a window instead of carrying out basic maintenance and repair to address deficiencies such as deteriorated surfaces, air infiltration, sticking sashes, and broken glazing is prohibited.

b. If necessary to avoid damage to surrounding features, remove a window sash from its frame before beginning repairs. Identify and record the window components before dismantling.

c. Only clear glass shall be used when repairing or replacing glazing in an existing sash. Tinted, reflective, and opaque glass are prohibited unless they historically existed.

d. Double-pane glass may be used as a repair or replacement material in an existing sash if it is compatible with the reflective quality and tinting of historic glazing on the building.

e. When replacement is necessary, only the window component that is deteriorated beyond repair (e.g., sash) shall be replaced. Complete replacement of an entire window assembly (i.e., sash and frame) shall be avoided when only one component is substantially deteriorated.

f. Replacement windows shall match the original unit in size, shape, profile, configuration (i.e., number and arrangement of panes), operation (e.g., double -hung), and glass surface area. Small variations such as the width or depth of muntins or the sash may be considered if they do not substantially deviate from the original window or impact the historical character of the building. Altering the size or shape of a window opening to accommodate a new unit is prohibited.

g. Wood windows on the façade shall be replaced with wood or aluminum-clad wood windows with an enamel or baked-on finish. Vinyl, vinyl-clad wood, fiberglass, and bare metal units are prohibited.

THE IMPACT OF INCOMPATIBLE WINDOWS. Incompatible replacement windows can substantially affect the character of a dwelling as illustrated in the above photograph of a house where the original wood windows have been replaced with vinyl counterparts that lack the depth, articulation, and character of original windows and their trimwork.

Window replacement projects can be substantial, costly undertakings. As such, it is important to make sure that you are making the right design choices and appropriately prepared to present your project to the HZC for review. The following approach is recommended:

- Prepare an inventory of your windows: You should not just assume that your windows need to be replaced or that all windows require replacement at the same time. It is incredibly rare that all windows would deteriorate at the same rate. Preparing an inventory of your windows and their conditions independent of a sales assessment can help you make evaluations regarding appropriate treatment strategies. The inventory can also be used to support your COA application.
- Carefully consider what needs to be replaced: When evaluating your options, critically assess what needs to be replaced and why. In some instances you may find that resealing a window would serve the same purpose as replacement at a much lower cost. Other times you may find that a sash does warrant replacement. Rarely does the entire window assembly need to be replaced. Intact components are to be retained.
- Gather evidence for your project: Once you have determined the actions necessary, gather documentation depicting the condition of the window components to be replaced. This should be used in support of your COA application to demonstrate project needs and show that you have done your due diligence in evaluating potential project solutions.
- Find a suitable replacement: Finding a suitable replacement component for your project is critical, both in meeting your project goals and maintaining the character of your property. Replacement components on the façade and elevations visible from the right-of-way are to be visually compatible with the historic windows as character-defining features of the building.

WHAT DOES THE HZC CONSIDER DURING REVIEW?

The HZC will carefully review all proposed window replacements that deviate from the building's historic character. The following will be considered during the review:

- Why is window replacement being proposed? Make sure you convey what you are trying to achieve with your project, whether addressing deteriorated building components, achieving greater energy efficiency, or a change in aesthetics.
- What is the condition of the windows proposed for replacement? Make sure you appropriately illustrate current conditions if you are proposing a project based on the deteriorated condition of existing units. Burden of proof for demonstrating windows are deteriorated beyond repair is the obligation of the project applicant. In the absence of widespread deterioration, describe what alternatives have been considered.
- How significant and visible are the windows to be replaced? If your windows are character-defining features and highly visible, critically consider how changes will be perceived and what impacts the replacement project may have on the visual qualities of the building.
- Is the replacement unit compatible with the character of the building and a durable option? Place a priority on selecting units that are compatible with historic windows in scale, profile, configuration, operation, and finish. Wood windows shall be replaced with wood or aluminum-clad wood counterparts unless it is technically infeasible to do so. Alternative materials will be reviewed on a case-by-case basis in consideration of the individual character of a property and the material's durability.

A DIFFERENCE IN QUALITY. Wood windows with true divided lights (left) have depth and texture that contribute to a building's architectural character. Synthetic windows with snap-in grids and internal grilles (right) are flat, undistinguished, and incompatible with a building's historic character. Such windows are prohibited in the historic districts.

h. Replacement units on the façade and prominent secondary elevations shall have true divided lights or simulated divided lights with dimensional muntins permanently affixed to the exterior of the glass in order to maintain traditional profiles. Snap-in grids and removable internal grilles do not appropriately replicate historic profiles and shall be prohibited on these elevations.

i. Clear or low-e glass (so long as it does not impair the visual qualities of the building) shall be used in replacement windows.

j. Window styles and configurations incompatible with the age or style of a building are prohibited.

k. Replacing non-historic windows that are incompatible with the building is encouraged. Employ a design consistent with extant historic windows or a simplified design fitting of the style and age of the building.

4.14 DESIGN NEW WINDOW OPENINGS TO BE AS INCONSPICUOUS AS POSSIBLE

a. New openings shall be limited to the rear of secondary elevations or rear elevation. Cutting new openings into the façade or highly-visible secondary elevations is prohibited.

b. New openings shall be designed to be compatible with the scale and proportions of the building as well as established patterns of fenestration. The placement of new openings shall harmonize with the rhythm of existing openings.

c. New openings shall be designed to be compatible with existing openings. New openings shall be scaled to fall within the range of heights and widths of existing window openings.

d. Simple designs shall be used for new openings. Elaborate treatment of new openings creates a false sense of history and is prohibited.

Objective: Maintain historic doors where they exist. When replacement is necessary, employ door designs that are compatible with the building's style and the profile and arrangement of original openings.

ENTRANCES AND DOORS

4.15 RETAIN THE LOCATION AND CHARACTER OF HISTORIC DOOR OPENINGS

a. The location, size, and shape of historic door openings on the façade and highly-visible secondary elevations shall be retained.

b. Door openings on the façade or a highly-visible secondary elevation shall not be reduced, enlarged, or infilled. If a door opening needs to be enclosed, fix the historic door in place and close the opening from the interior to retain the original exterior appearance. Boarding over or enclosing a historic door opening as a permanent solution or alternative to repair is prohibited.

c. If a historic door opening on a secondary or rear elevation of a masonry building is to be enclosed, the infill material shall be recessed to maintain the outline of the original opening.

d. Altering or adding features not historically present to entries to make them appear more elaborate is prohibited.

4.16 RETAIN AND REPAIR HISTORIC DOORS AND ENTRY FEATURES

a. Protective surface coatings shall be maintained. Historic doors, trim, and features such as transoms, sidelights, and decorative details shall be retained. Deteriorated yet serviceable components shall be repaired rather than replaced.

b. Only the deteriorated section of a component shall be repaired or selectively replaced. If removal of intact features is required for repair, document their location prior to disassembly.

c. Maintain glazing putty in good condition and install weather-stripping along the frame and base of the door to reduce air infiltration.

d. Clear glass shall be used when repairing or replacing damaged glazing. Frosted, tinted, reflective, opaque, and other decorative glass are prohibited unless they were historically present.

e. Removing historic leaded, art, or stained glass is prohibited.

f. Historic storm and screen doors shall be retained and repaired.

g. Where appropriate, install new storm doors. Full-light storm doors are the most appropriate option as they provide a full view of the primary door. Storm doors with excessive ornamentation or framing that conceals the primary door are not appropriate. Select storm doors that are wood, composite, or metal with a painted or baked-on enamel finish that matches the primary door.

4.17 MAINTAIN COMPATIBILITY WHEN SELECTING REPLACEMENT DOORS

a. Historic doors shall only be replaced when they are deteriorated beyond repair. If deterioration is confined to a specific element, only the damaged component shall be replaced. Total replacement of an entire entry assembly is prohibited when only localized deterioration is present.

b. New doors shall replicate the size and proportions of the original door as closely as possible. Enlarging or reducing an opening to accommodate a replacement door is prohibited.

c. When a new door on the façade or prominent secondary elevation is needed, select a door that is consistent in character with the original or sympathetic to the building's age and style, including in its configuration and glazing. Wood doors are the most appropriate option. Unglazed slab doors are prohibited.

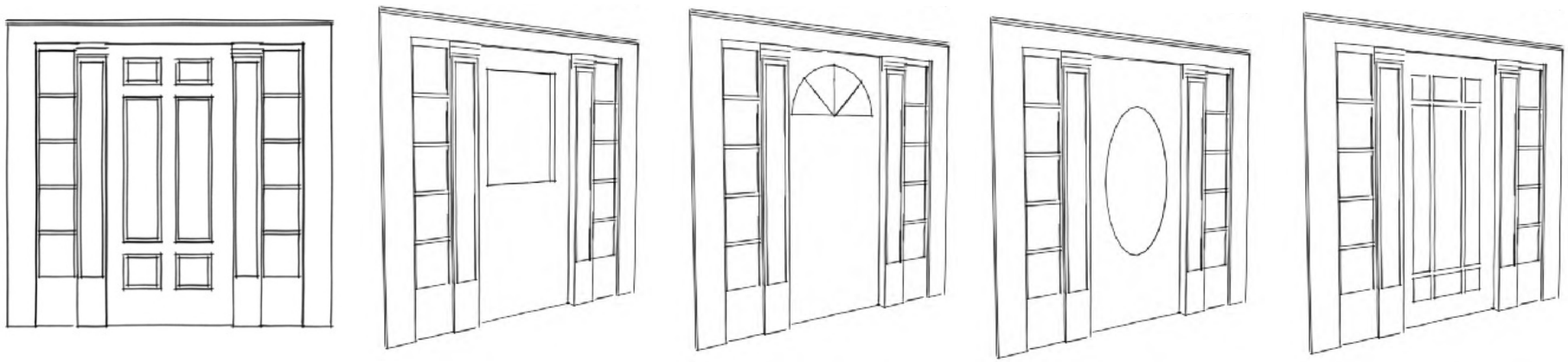
d. Replacing existing non-compatible doors on the primary façade and highly-visible secondary elevations with designs sympathetic to the character of the building is encouraged.

4.18 MINIMIZE THE APPEARANCE OF NEW DOOR OPENINGS

a. New door openings shall be limited to minimally-visible secondary elevations or the rear elevation. Cutting new openings into the façade or highly-visible secondary elevations is prohibited.

b. New openings shall be designed to be compatible with the scale and proportion of the building and existing door openings. New openings shall generally be at the same height as existing openings to maintain visual consistency.

COMPATIBILITY AND STYLE. Doors that are inconsistent with a building's architecture can detract from its historic character. For example, replacing an original paneled door in a classical surround (left) with a modern door that has contemporary glazing configurations or a door associated with a different architectural style substantially changes the character of the entryway and shall be avoided.



Objective: Maintain and preserve the historic fabric of a porch. Engage a sympathetic approach to improvements to minimize their impact on the building and its relationship to the street.

For National Park Service guidance on maintaining historic wood porches, see "The Repair of Historic Wooden Porches" at nps.gov/tps/how-to-preserve/briefs/45-wooden-porches.htm.

PORCHES AND DECKS

4.19 RETAIN AND MAINTAIN HISTORIC PORCHES

a. Original and character-defining porches that are on the façade or on secondary elevations and visible from the right-of-way shall be retained unless historic documentation supports removal or alteration. This includes historic porches added later that reflect the stylistic evolution of a building and have gained significance in their own right. Removal of historic porches on rear elevations not visible from the right-of-way is discouraged.

b. The overall form, roof height and pitch, and scale of visible porches shall be retained.

c. Individual components such as balusters, steps, posts, columns, piers, cornices, flooring, and railings shall be maintained and repaired. Removing or altering elements that define the visual character of a porch is prohibited.

d. Protective finishes on wood and metal porch components shall be maintained to extend their useful life.

4.20 REPAIR AND REPLACE DETERIORATED PORCH COMPONENTS ON AN INDIVIDUAL BASIS

a. Only the deteriorated or missing section of a porch element shall be repaired or replaced. Replacement of otherwise intact features shall be avoided.

b. Where a porch feature is missing or deteriorated beyond repair, replacements shall be based on historical and physical evidence. In the absence of sufficient evidence, simplified designs compatible with the building's age and style shall be used. "Off-the-shelf" materials that are not compatible with the existing fabric shall be avoided.

c. Replacement materials shall match existing components or closely approximate the original size, scale, proportion, color, finish, and texture. Original materials are encouraged but alternative materials are permitted if they match the visual qualities of the original. Fiberglass and composite units are the most appropriate alternatives for elements such as columns and balustrades on façade and side porches. Metal replacement columns and posts are acceptable for the rear.

A CORNICES AND CEILINGS

Maintain original porch ceilings, including soffits, cornices, and trim work. Enwrapping wood soffits and ceilings with vinyl is prohibited.

B COLUMNS, POSTS, AND PIERS

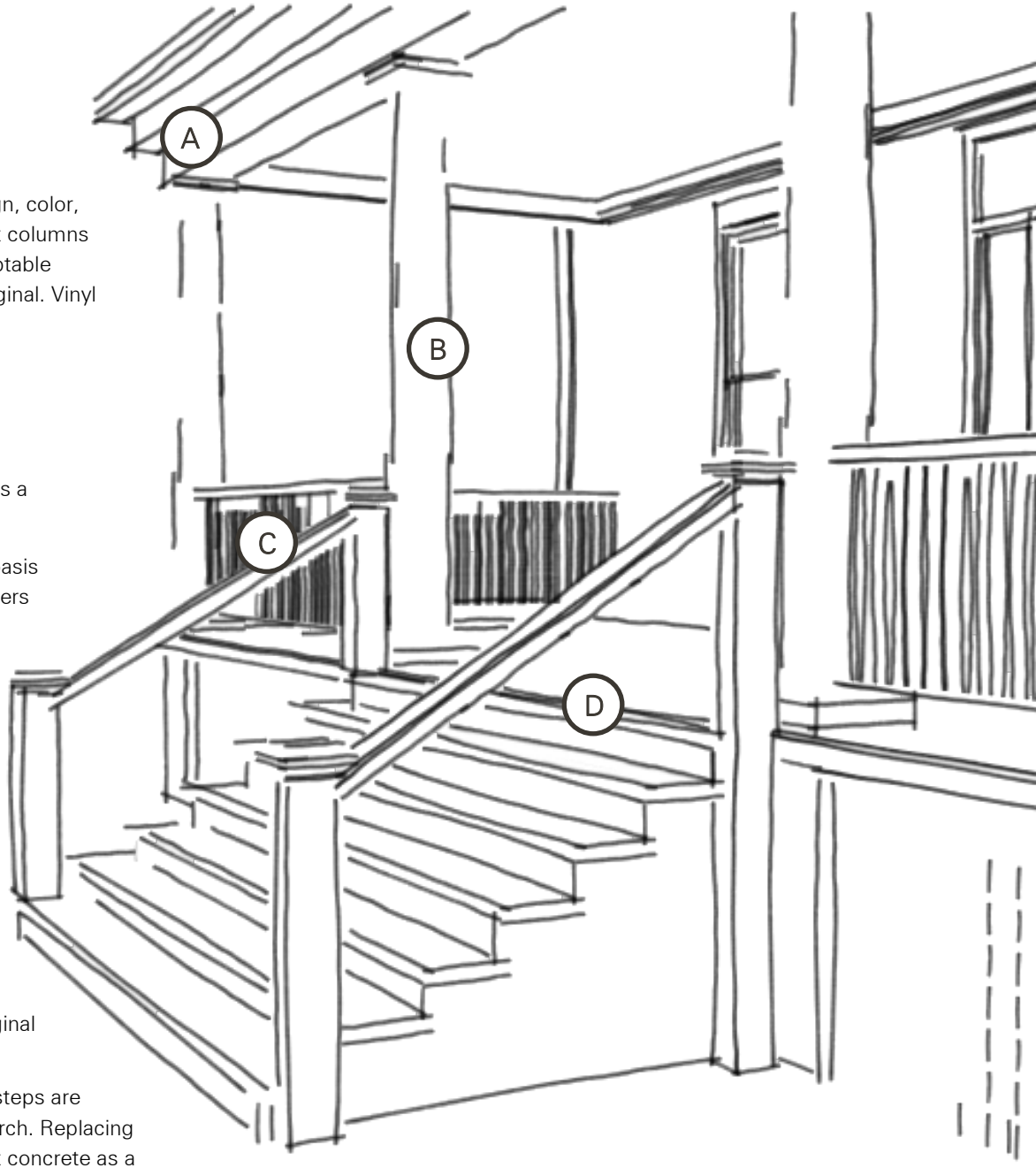
Replacement components shall match the original in size, scale, profile, design, color, and texture and shall be of visually compatible materials. Replacing full-height columns with shorter columns on piers is prohibited. Fiberglass components are acceptable replacements for wood so long as they replicate the visual qualities of the original. Vinyl components are prohibited.

C BALUSTRADES AND HANDRAILS

- Newel posts: Match the shape (square or round) to the balusters unless another design was historically used. Finish the post with a flat cap unless a decorative feature was historically present.
- Balusters: Repair or replace only deteriorated balusters on an individual basis unless deterioration is widespread. Duplicate the profile of original balusters when selecting replacement components. When reconstructing missing elements, use a design based on documentary evidence or a simplified design compatible with the scale of the porch.
- Rails: Duplicate the profile of the original rail when selecting replacement components. When reconstructing missing elements, use a design based on documentary evidence or a simplified design compatible with the scale of the porch. Bottom rails should be consistent with the top rail unless evidence exists for another design.

D DECKING/FLOOR AND STEPS

- Retain and repair original floors, addressing localized deterioration as appropriate. Replacement floors shall be visually compatible with the original as perceived from the right-of-way. Composite flooring is acceptable.
- Retain and repair porch steps in their original location. When new wood steps are constructed, use closed risers and maintain a scale appropriate to the porch. Replacing wood steps with masonry counterparts is not appropriate. Using pre-cast concrete as a material for porch steps is not appropriate unless it was historically present.



UNIQUE FEATURES. As illustrated in the above photographs, porches are among the most distinctive elements of a residence and shall be retained as character-defining features. Porches also serve an important function in helping to regulate temperature fluctuations between the exterior and interior spaces and should be embraced as an inherently "green" feature of historic buildings.

4.21 USE DISCRETION WHEN SCREENING OR ENCLOSING PORCHES

a. Open porches on the façade and highly-visible secondary elevations shall be retained. Visible porches at the rear of secondary elevations may be screened. Non-visible porches on secondary elevations and porches on rear elevations may be screened or enclosed.

b. When screening or enclosing a visible porch, elements such as columns, railings, and ornamentation shall be retained to maintain spatial relationships. Removal of character-defining features to screen or enclose a porch is prohibited.

c. Maximize transparency in the enclosure. Porches shall be screened or enclosed using the minimum number of vertical and horizontal framing members necessary. Vertical and horizontal members shall be aligned with existing porch elements to minimize their visual impact.

d. Reopening previously enclosed porches on the façade is encouraged.

4.22 DESIGN NEW PORCHES TO BE COMPATIBLE WITH THE BUILDING AND DISTRICT

a. Front porches shall only be added when there is documentary or physical evidence that one historically existed or when there is precedent for porches on buildings of similar style and age in the district. Adding front porches where there is no precedent or evidence that one historically existed is prohibited.

b. Front porch designs shall be based on historical or photographic evidence. In the absence of sufficient evidence for a particular component, a simplified design that is compatible with the building and site in height, width, scale, and detailing shall be used.

c. When a new porch is added on a side or rear elevation, the porch shall be compatible with the scale, character, and materials of the building. Simplified designs shall be used so as not to create a false sense of history.

d. The shape and materials of the porch roof shall be compatible with the overall building form.

4.23 DESIGN DECKS SO THAT THEY DO NOT DISRUPT THE CHARACTER OF THE BUILDING

a. Decks shall be located in inconspicuous areas such as the rear elevation and portions of secondary elevations with minimal visibility from the right-of-way. Decks on the façade or highly-visible secondary elevations are prohibited.

b. Decks shall be in scale with the site so that they do not significantly alter proportions of occupied space on a property.

c. Decks shall be located so that they do not require the alteration or removal of character-defining features.

d. Decks shall be installed so that they are structurally self-supporting and can be removed in the future without causing damage to the building.

e. Decks shall be simple in character and in scale with the building so that they do not compete visually with historic features. Screening decks from view along the right-of-way through plantings is strongly encouraged.

f. Decks should align with the height of the building's first floor. Decks above the first floor are strongly discouraged.

LOCATING DECKS. Decks should be appropriately scaled to the house and screened from view along the right-of-way when located on a visible elevation. Decks that are overtly large and visually prominent such as the one in the above photograph detract from the character of the building and streetscape, draw unnecessary attention, and are not appropriate.

Objective: Plan commercial conversions to be sympathetic to the original character of a residential building.

Before undertaking a conversion of a residential building, confirm the appropriateness of your project with building codes officials to ensure that all accessibility standards are being met in a way that is sensitive to the historic architecture but compatible with state and federal regulations.

COMMERCIAL CONVERSION

4.24 MINIMIZE THE IMPACT OF COMMERCIAL FEATURES ON THE FABRIC OF THE BUILDING

a. Removing character-defining materials or features is prohibited. Historic porches and related features on the façade shall be retained and repaired in place even when a new entry is installed.

b. Historic entry surrounds, transoms, and sidelights shall be retained on the façade. Removing character-defining features to accommodate a new entry is prohibited.

c. Handrails, balusters, and other elements added to existing steps, porches, and stoops to comply with building code shall be simple in character.

d. Doors shall be sized to fit the original opening. Enlarging or partially enclosing an opening in a way that is visible from the exterior to accommodate a commercial door is prohibited.

e. Commercial doors shall be simple in character and non-intrusive to the original design of the building. Doors with full-view glass and wood or metal frames are recommended. Wood shall be painted and metal shall have a baked-on enamel finish compatible with the building's trim. Exposed aluminum storefront doors are not appropriate and shall be prohibited.

f. The depth and profile of the original entry shall be maintained. Locating commercial entries flush with exterior walls or excessively recessing entries within the building face to create a vestibule shall be avoided.

g. Materials such as rough textured siding and faux masonry are not compatible with the area and shall be prohibited.

h. Historic window openings and window components shall be retained, repaired, and replaced in accordance with the guidelines. Window glass shall be clear.

i. Reorienting the building's primary entrance as part of the commercial conversion is prohibited. Existing relationships between the building and the street shall be maintained.

A MODEL CONVERSION. At this location since 1950, the Oakes and Nichols Funeral Home has remained respectful to the original architectural character of the Carmack property over time while still accommodating modern needs associated with daily business activities. Additions are subordinate to the original architecture and character-defining façade features have been left intact, reflecting the original use and character of the property. Such treatment provides appropriate reference for future commercial conversions.

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5 COMMERCIAL GUIDELINES

RESPECTING COLUMBIA'S RETAIL HERITAGE

Columbia's retail heritage is reflected in the rich variety of storefronts that span the downtown core, which evidence the build-out and growth of the city's commercial center during the 19th and 20th centuries. While individual buildings are cast in an array of styles reflecting their period of construction, they share a common architectural vocabulary designed to engage pedestrians and lend cohesion to the district.

Careful consideration must be given to changes in the commercial district given the readily visible and accessible nature of these buildings. This is particularly true for storefronts, which are the means through which patrons first interact with a business. Decisions related to alterations should place a priority on working with existing fabric and embracing historical precedents and design standards that have long defined Columbia's commercial core.

The commercial core's character as a unique, local destination is vital to attracting residents and visitors, as well as new businesses. Substantial changes that alter the historic character of buildings, deviate from the hallmarks that define traditional storefront components, or diminish the pedestrian experience erode the fabric of the commercial district and are to be avoided.

Objective: Maintain cornices, parapets, and related building components as character-defining features that contribute to visual interest in the district.

ROOFS, CORNICES, AND RELATED FEATURES

5.1 RETAIN ORIGINAL ROOF CONFIGURATIONS

a. The original shape, pitch, and configuration of a visible roof shall be retained. Buildings with flat or sloped roofs not visible from the right-of-way shall not be altered to have a roof shape incompatible with the building's historic character.

b. Functional and decorative features such as cornices, parapets, and cresting give a roof its character and shall be retained. Removing features that contribute to the roof's character is prohibited.

5.2 MAINTAIN COMPATIBILITY WHEN REPLACING VISIBLE BUT DETERIORATED ROOFING

a. Historic roof features shall be retained and protected when repairing or replacing deteriorated roofing materials.

b. Visible but deteriorated roofing shall be replaced with materials appropriate to the style and age of the building and compatible with the original material in color, texture, pattern, finish, size, and composition. Replacing specialty materials such as slate, tile, or wooden shingles in-kind or with dimensional contemporary materials is strongly encouraged. Dark asphalt, fiberglass, or composite shingles are most appropriate on sloped roofs in the absence of historic roofing materials.

c. Spray insulation foam and alternative paint coatings over metal roofing shall be allowed so as to enhance the longevity of the material if they do not alter the visual qualities of the roof from the right-of-way.

5.3 RETAIN AND MAINTAIN ORIGINAL CHIMNEYS

a. Original chimneys (particularly those that are architecturally distinguished and visible from the right-of-way) shall be retained.

b. Historically exposed masonry surfaces shall be maintained. Altering a chimney's character by parging, siding, or otherwise covering exposed surfaces in lieu of repair is not appropriate.

c. In instances where a chimney is made non-functional, the chimney shall be retained and a clay, slate, or stone cap installed to seal its opening. The cap shall be installed so that it does diminish the original design, damage historic materials, or require removal of features.

d. Shortening or removing original but non-functional chimneys is prohibited unless necessitated by imminent structural failure.

e. When rebuilding a collapsed or removed chimney is necessary or constructing a new chimney, traditional materials such as brick or stone shall be used. Simulated masonry is prohibited.

5.4 RETAIN AND REPAIR HISTORIC PARAPETS AND CORNICES AS CHARACTER-DEFINING FEATURES

a. Historic parapets and cornices shall be preserved through appropriate maintenance.

b. The scale, character, and configuration of historic cornices shall be maintained. Removing intact components or adding features with no historical basis is prohibited.

c. The scale and proportion of parapets shall be maintained. Lowering or removing a parapet instead of stabilizing or repairing it is prohibited.

VISUAL DISTINCTION. Cornices and parapets add a great variety of rich detail to Columbia's historic commercial buildings. Such elements are to be preserved as traditional character-defining features of the district alongside other critical components such as storefronts, decorative moldings, and decorative brickwork.

REPAIR NOT COVER. Deteriorated sections of cornices are to be repaired in-kind or with compatible materials. Long-term or permanent covering over of deteriorated cornices is not an appropriate alternative to repair.

d. Repair and replacement of cornices shall be limited to sections that are missing or deteriorated beyond repair. Total replacement of largely intact cornices shall be prohibited.

e. Deteriorated sections and individual features shall be replaced with materials visually compatible with the original in size, shape, scale, profile, color, and texture.

f. Replacement of deteriorated elements with in-kind materials is encouraged where feasible and practical. Substitute materials will be evaluated by the HZC on a case-by-case basis in consideration of their compatibility with original features.

5.5 MAINTAIN COMPATIBILITY WHEN RECONSTRUCTING MISSING CORNICES

a. Where a historic cornice is missing and reconstruction is desired, the new design shall be compatible with the building's age, style, scale, and materials.

b. The design and composition of reconstructed cornices shall be based on physical or historical evidence. In the absence of sufficient evidence, a simplified cornice design shall be used. Taking visual cues from extant cornices on buildings of a similar age and style in the district is appropriate.

c. New cornices shall be properly flashed and sloped to minimize potential moisture buildup and water penetration into the building.

5.6 MINIMIZE THE VISUAL IMPACTS OF ROOFTOP ADDITIONS AND EQUIPMENT

a. Rooftop additions are generally discouraged. In cases where a rooftop addition is permitted, it shall be setback from the face of the building to minimize its appearance and maintain perception of the building's original massing.

b. Skylights, vents, rooftop gardens, rooftop decks, and rooftop mechanical equipment such as air-handling units shall be placed toward the rear elevation or in inconspicuous locations where they will not detract from the character of the building. Installation on a façade roof slope or flat roof near the front face of the building is prohibited.

c. Rooftop additions shall be designed to be compatible with the building in scale and composition as well as the character of the surrounding district.

d. New rooftop features that require alteration of the original roof shape and configuration or cause damage or removal of character-defining features and materials are prohibited.

e. Utilizing round downspouts (either copper or painted to match a building's trim) is most appropriate for drainage systems in the commercial district. Coordinating collector systems among adjacent buildings to minimize the number of installations is encouraged.

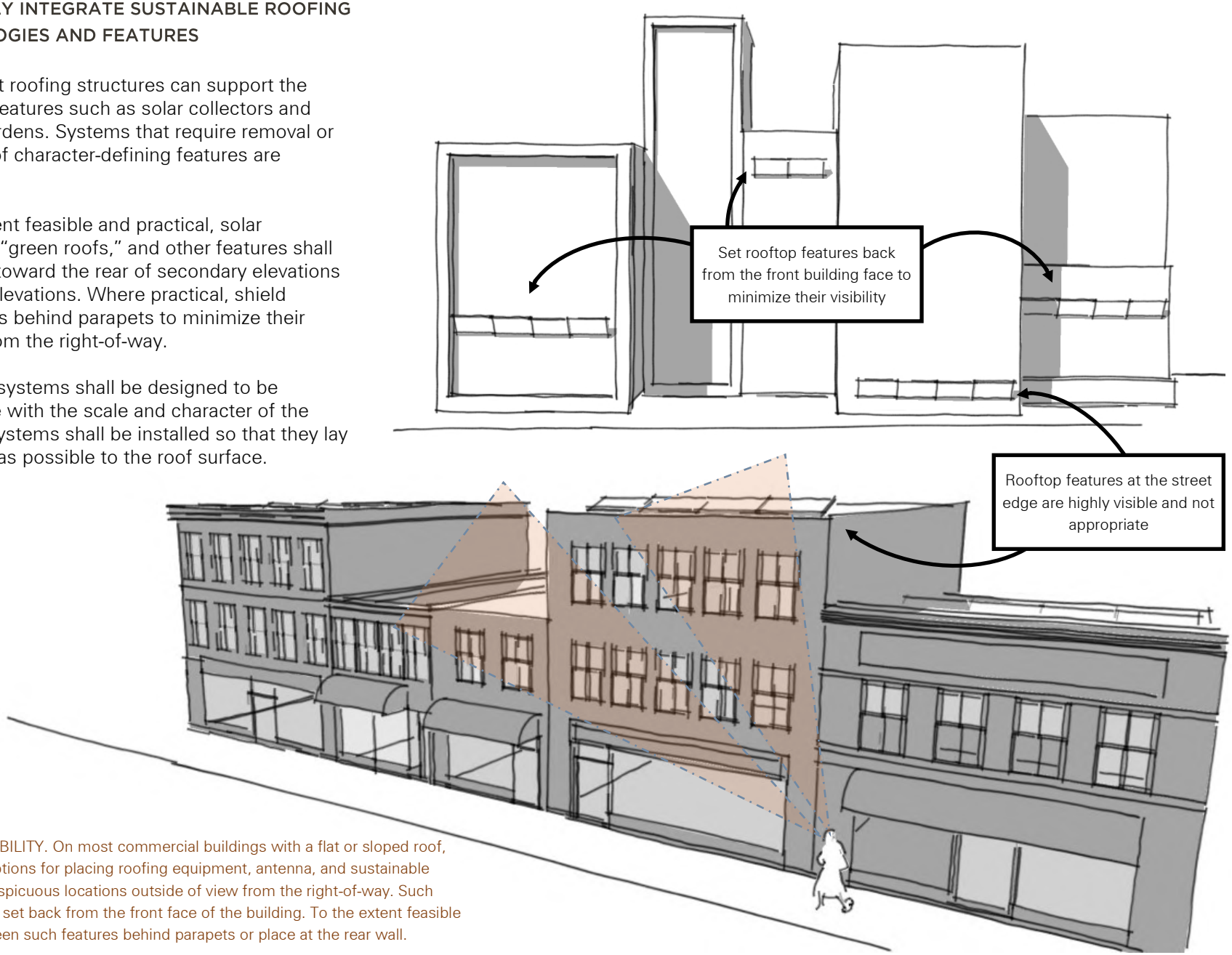
f. The installation of architectural details such as decorative cornices and brackets along the roofline of a building when there is no historical precedent conveys a false sense of history and is prohibited.

5.7 CAREFULLY INTEGRATE SUSTAINABLE ROOFING TECHNOLOGIES AND FEATURES

a. Ensure that roofing structures can support the weight of features such as solar collectors and rooftop gardens. Systems that require removal or alteration of character-defining features are prohibited.

b. To the extent feasible and practical, solar collectors, "green roofs," and other features shall be placed toward the rear of secondary elevations or at rear elevations. Where practical, shield installations behind parapets to minimize their visibility from the right-of-way.

c. Collection systems shall be designed to be compatible with the scale and character of the building. Systems shall be installed so that they lay as parallel as possible to the roof surface.



PEDESTRIAN VISIBILITY. On most commercial buildings with a flat or sloped roof, there are many options for placing roofing equipment, antenna, and sustainable solutions in inconspicuous locations outside of view from the right-of-way. Such features are to be set back from the front face of the building. To the extent feasible and practical, screen such features behind parapets or place at the rear wall.

Objective: Maintain and preserve historic wall surfaces as character-defining features.

EXTERIOR WALLS AND EXPOSED FOUNDATIONS

5.8 RETAIN THE CHARACTER AND FINISH OF HISTORIC WALL SURFACES

a. The appearance of historic wall surfaces and exposed foundation materials, including their functional and decorative features, shall be maintained and repaired in accordance with the appropriate material guidelines.

b. The visibility of historic wall surfaces shall be maintained. Covering or replacing historic surfaces with synthetic sidings, stucco, veneers, or other materials where they did not historically exist is not appropriate. Chemical applications that alter the color or texture of historic surfaces are prohibited.

c. The character of wall surfaces shall be maintained by retaining and preserving claddings, corbelling, quoins, cornices, and other distinguishing features.

d. The introduction of features such as vents, balconies, ornamental details, and awnings shall not compromise the integrity of the building or create a false sense of history or style.

e. Masonry commercial buildings shall not be clad with another material. Painting historically exposed masonry surfaces is prohibited.

f. Where present, historic exterior claddings shall be replaced only when original materials are deteriorated beyond repair. New claddings shall match the original in scale, profile, and finish as closely as possible so as to minimize impacts to the building's character.

g. Trim work and accent finishes shall be replaced only when deteriorated beyond repair. Replace in-kind or, where appropriate, select alternative materials that match the original in scale, profile, detail, and finish.

h. Uncovering and repairing historic wall and foundation surfaces that have been concealed is encouraged.

i. Removing orphaned building elements such as junction boxes, cables and conduits, and other such features is encouraged.

5.9 PROTECT THE CHARACTER OF EXPOSED FOUNDATIONS

a. When structural deterioration necessitates repair of exposed foundations, in-kind materials or compatible alternatives that replicate the original color, profile, configuration, and finish shall be used. Cladding, parging, or otherwise covering historically exposed foundation materials is not an appropriate alternative for repair and is prohibited.

b. Historic foundation features such as windows, decorative vents, grills, piers, and latticework shall be retained and preserved.

c. New foundation openings, including those for ventilation or mechanical installations, shall be located on rear elevations.

DISTINGUISHING FEATURES. While most buildings in the commercial district share a common masonry palette, a wide variety of details and treatments distinguish the various wall surfaces throughout the district. These details reflect the care that building owners put into their buildings as permanent, attractive components of Columbia's commercial core. An emphasis should be placed on retaining and respecting such elements as character -defining features that contribute to the material fabric and texture of the area. Removing, obscuring, or otherwise altering such features is prohibited.

Objective: Embrace historic precedents in storefront design standards that promote visibility and pedestrian-scaled activity at the street level.

For National Park Service guidance on maintaining, repairing, and replacing storefronts, see "Rehabilitating Historic Storefronts" at nps.gov/tps/how-to-preserve/briefs/11-storefronts.htm.

COMMERCIAL STOREFRONTS

GENERAL GUIDELINES

5.10 PRESERVE AND MAINTAIN HISTORIC STOREFRONTS, INCLUDING FUNCTIONAL AND DECORATIVE ELEMENTS

a. The character-defining features of an individual storefront shall be preserved as critical components of the design and composition. Such features include decorative elements and framing members such as piers, columns, lintels, cornices, and bulkheads/kickplates.

b. Historic masonry, wood, and metal storefront components shall be protected through appropriate maintenance and repair. Paint finishes shall be maintained on historically painted surfaces to extend their useful life.

c. The traditionally well-defined openings and arrangement of a storefront shall be retained. Enlarging or infilling openings shall be avoided unless evidence is provided that shows the building historically had a different configuration.

d. The primary plane of the storefront shall be maintained at the sidewalk edge unless the building is demonstrated to have historically had a different configuration. Moving a storefront back from its original position to create an exterior alcove and incorporating elements that project beyond the plane of the building are prohibited.

e. Historic exterior alcoves shall be retained, including decorative features and signage incorporated into the floor of the alcove. Infilling a historic exterior alcove is prohibited unless sufficient evidence exists to warrant the return to a different configuration.

5.11 LIMIT REPLACEMENT OF STOREFRONT COMPONENTS TO THOSE DETERIORATED BEYOND REPAIR

a. Replacement of storefront components shall be limited to those elements that are deteriorated beyond repair. Total replacement of serviceable storefronts when there is only localized deterioration is prohibited.

b. Where a replacement feature is necessary, designs shall match the original in size, scale, shape, profile, texture, and finish as closely as possible.

c. In-kind wood or metal materials are strongly encouraged. Alternative materials will be reviewed by the HZC on a case-by-case basis in consideration of their compatibility with the style and age of the building and existing storefront components. Vinyl and faux masonry are prohibited for commercial storefronts.

5.12 WHEN NECESSARY DUE TO ABSENCE, TOTAL LOSS, OR ADVANCED DETERIORATION, RECONSTRUCT STOREFRONTS TO BE COMPATIBLE WITH THE BUILDING AND DISTRICT

a. Where a historic storefront is deteriorated beyond repair, new storefronts compatible with the original in scale, profile, composition, transparency, and visual character shall be used.

b. Where a historic storefront is missing, compatible new designs shall be based on physical or documentary evidence. In the absence of sufficient evidence, a design with simple detailing and traditional storefront elements shall be used. Designs shall employ a predominately glass storefront to maintain a degree of transparency compatible with historic precedents in the district, and storefront entrances shall be placed in traditional locations.

c. Reconstructed or new storefronts shall be comprised of materials that are visually and structurally compatible with traditional storefronts in the district. Unpainted wood surfaces and bright metallic finishes are not appropriate unless historically present or consistent with the visual character and age of the building.

REPAIR NOT COVER. Historic storefront components shall be retained and preserved. If a building is vacated, make sure materials and features are stable and secure storefronts to minimize the potential for damage or vandalism (left). Removing or covering over of historic storefront elements (right) instead of repairing them diminishes the architectural integrity of the building and streetscape and is prohibited.

A STOREFRONT CORNICE/SIGN BAND

A simple cornice and/or sign band typically frames the top of the storefront and marks the transition between the public first-story space and private upper-story space. The traditional character of this space shall be retained by maintaining visibility of decorative cornices and sign bands. Covering and obscuring decorative features in this space are prohibited, as is installation of vents and other such equipment and utilities in this area. See Section 8 for guidelines on wall signs in the sign band.

B TRANSOM WINDOWS

Transoms are windows located above an entrance and display windows. They were intended to provide ventilation and allow daylight to pierce deep into the building's interior. Transoms were sometimes fitted with stained, leaded, or texture glass, and many transoms were covered over in the past. Transoms shall be retained, maintained, repaired, and replaced in accordance with the window guidelines. Covering over, infilling, and blacking out transoms are prohibited.

C DISPLAY WINDOWS

Large display windows were nearly universal on traditional storefronts, serving as the primary mechanism for business owners to attract the attention of passing pedestrians with views of merchandise or view inward to a store or restaurant. The individual composition, size, division, and shape of display windows shall be retained. Storefront transparency shall be retained as a character-defining feature that is critical to the pedestrian experience of the district.

D ENTRANCES

Storefront entrances are the first point of interaction with the public and shall be maintained as part of well-configured storefront systems that capture the historic character of the area. Historic entries shall be retained at the building face unless a historic exterior alcove exists, and doors shall be retained, maintained, and repaired in accordance with the guidelines. Balancing compatibility with historical precedents and code requirements is critical when replacing deteriorated doors that are no longer serviceable.

E STRUCTURAL SUPPORTS

Structural supports flank the storefront and carry the weight of the building above, allowing for large areas of glass. Typically masonry and occasionally faced with cast iron storefront elements, the integrity of structural supports shall be maintained so as not to introduce the potential for failure of the storefront. Historic facing materials and adornments shall be retained, maintained, repaired, and replaced in accordance with the guidelines.

F BULKHEAD/KICKPLATE

The bulkhead is the base that provides a footing for glass display windows. Bulkheads are typically of frame construction but may also be brick or concrete. They may be faced with a variety of elements, including panels and tiles. Bulkheads shall be maintained in their historic configuration. Removing, lowering, or raising a bulkhead disrupts the spatial organization of the storefront and shall be avoided.

WHAT IF MY STOREFRONT WAS MODIFIED IN THE PAST?

Many storefronts across the country were remodeled after their construction, particularly during the early to mid 20th century. These later storefronts reflect the evolution of architectural and retail trends and may have gained significance in their own right. When a building has a later storefront dating to no later than the 1950s, critical consideration should be given to the building when planning alterations. For some buildings, it may be appropriate to retain the later storefront as a character-defining feature while it may be appropriate to return a building's storefront to its original detail in other instances. This evaluation should be based on the age and character of the building, the building and district's period of significance, the significance of the later storefront, and the practical aspects of returning a storefront to an earlier period. In instances where later storefronts are removed, facades shall be returned to a design consistent with their historical character in consideration of available physical and historical documentation. Speculative designs are not appropriate.

PROMOTING PEDESTRIAN INTERACTION. Storefront entries are integral to the pedestrian experience and work alongside other storefront components to draw potential patrons into a business. Storefront entries (including access to upper stories) are to be preserved as character-defining features, and doors should maintain a transparency compatible with the display windows to maintain a cohesive street wall.

STOREFRONT ENTRIES AND DOORS

5.13 RETAIN THE LOCATION AND CHARACTER OF HISTORIC STOREFRONT ENTRY ASSEMBLIES

a. The location, size, and proportions of original door openings shall be retained.

b. Door openings shall not be filled in, reduced, or enlarged. Boarding over of historic door openings is prohibited.

c. Storefront entry openings shall not be enclosed. If entries to secondary spaces or upper-story spaces are no longer needed, retain the door opening, block it from the interior, and fix the door in place to maintain the exterior appearance.

d. Historic exterior alcoves shall be retained. Infilling a historic alcove is prohibited unless sufficient evidence exists to warrant the return to a different configuration.

e. Restoring previously altered or enclosed storefront openings is encouraged.

f. Cutting new entry openings into the storefront or façade disrupts the historic relationship of the building to the street and shall be avoided.

5.14 RETAIN AND REPAIR HISTORIC DOORS AND ENTRY FEATURES ON THE FAÇADE

a. Protective surface coatings shall be maintained. Historic doors, trim, and features such as transoms shall be retained. Deteriorated yet serviceable components shall be repaired rather than replaced.

b. Only the deteriorated section of a component shall be repaired or selectively replaced. If removal of intact features is required for repair or replacement of another element, document their location prior to disassembly.

c. Clear glass shall be used when repairing or replacing damaged glazing. Frosted, tinted, reflective, opaque, and other decorative glass are prohibited unless they were historically present.

d. Removing historic leaded, art, or prismatic glass is prohibited.

5.15 MAINTAIN COMPATIBILITY WHEN SELECTING REPLACEMENT DOORS

a. Historic doors shall only be replaced when they are deteriorated beyond repair. If deterioration is confined to a specific element or feature, only the damaged component shall be replaced. Total replacement of an entire assembly is prohibited when only localized deterioration is present.

b. New doors shall fit the original opening. Visibly enlarging or reducing an opening for a new door is prohibited.

c. When replacing existing historic doors, new doors shall be compatible with the size, proportions, glazing, and configuration of the existing door. In-kind materials are strongly encouraged. Alternative materials will be reviewed on a case-by-case basis.

d. When replacing non-original doors, new doors shall be compatible with the character and style of the building as well as traditional precedents in the district. Residential doors are prohibited on commercial buildings unless the building has been converted from residential use.

e. Replacement doors shall provide a degree of transparency consistent with historic precedents in the district. Tinted glass is not appropriate.

STOREFRONT WINDOWS AND TRANSOMS

5.16 RETAIN THE CHARACTER AND ARRANGEMENT OF HISTORIC STOREFRONT WINDOWS

a. The configuration and size of historic storefront windows shall be retained. Where alterations are necessary for security or functionality, changes shall not be discernible from the exterior.

b. Storefront windows shall be maintained as transparent space to encourage pedestrian interest and patron interaction.

c. Clear glass shall be used in storefronts. Smoked, tinted, and mirrored glass distort perception of the street wall and are prohibited.

d. Storefront windows shall not be reduced, enlarged, or infilled. Restoring previously altered storefront windows is encouraged.

e. Permanent boarding over of storefront windows or covering windows with opaque materials is prohibited. Removing non-historic projecting roofs/ canopies and opaque coverings to re-engage the pedestrian level of the property is strongly encouraged.

5.17 MAINTAIN COMPATIBILITY WHEN STOREFRONT WINDOWS REQUIRE REPLACEMENT

a. Deteriorated but serviceable elements such as framing members, piers, transoms, and bulkheads shall be repaired.

b. Damaged historic glass shall be replaced with new glass that matches the clarity of the original and fits the original opening.

c. When replacement of a window unit is necessary, new units shall match the original in size, proportions, character, and finish as closely as possible. Replaced framing members shall be visually compatible with the scale, spacing, texture, and profile of the storefront.

d. Painted wood or anodized aluminum with a baked-on enamel finish shall be used unless another material can be demonstrated to have been historically present. Exposed aluminum will be reviewed by the HZC on a case-by-case basis.

STYLISTIC COMPATIBILITY. Exposed aluminum storefront components are only appropriate when they are compatible with the style and age of the building and a configuration compatible with traditional storefront arrangements is used, as shown in the below photograph.

Objective: Maintain historic secondary windows (including upper-story openings) and doors as features that provide a human scale and visual depth to commercial buildings.

For National Park Service guidance on maintaining historic wood windows, see "The Repair of Historic Wooden Windows" at nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm.

SECONDARY WINDOWS AND DOORS

5.18 RETAIN AND PRESERVE HISTORIC WINDOWS ON THE FAÇADE AND PROMINENT SECONDARY ELEVATIONS

a. The pattern and rhythm of upper-story façade windows shall be maintained.

b. The location, size, proportions, and vertical-horizontal alignment of window openings shall be maintained. Enlarging or reducing openings disrupts the spatial organization of the building and shall be avoided.

c. Existing wall surface ratios on the façade shall be maintained. Closing openings and introducing new openings is prohibited. Additional leniency may be provided on secondary elevations. In cases where enclosure is permitted on a masonry building, the infill material shall be recessed to maintain the outline of the original opening.

d. Windows shall be maintained as transparent features as distinguished from street level. Minimal tinting is allowable for privacy but blacking out of upper-story windows is prohibited.

e. Historic windows and features such as decorative moldings and hoods shall be retained and repaired. Protective surface coatings shall be maintained.

f. Improving the energy efficiency of historic windows is encouraged. Maintain caulk and glazing putty in good condition and apply weather-stripping, ensuring all joints are tight and sealed.

g. Low-e or light-absorbing coatings shall only be used when it can be demonstrated that there will be no substantial change in the appearance of the glass as viewed from street level.

h. Exterior storm windows shall allow for a full-view of the primary window or have a meeting rail that aligns with that of the primary window. Interior storm windows are encouraged. Incorporating air-tight gaskets, ventilating holes, and/or removal clips is recommended to minimize condensation.

i. Window air-conditioning units are prohibited on façade and prominent secondary elevations.

5.19 REPAIR DETERIORATED BUT SERVICEABLE WINDOWS ON THE FAÇADE AND PROMINENT SECONDARY ELEVATIONS

a. Historic window components that are deteriorated but serviceable shall be repaired rather than replaced. Permanent boarding over or covering of windows as an alternative to repair is prohibited.

b. Only the deteriorated component of a window shall be repaired or replaced, removing as little historic material as possible.

c. If necessary, remove a sash from its frame prior to repair to minimize damage to other components. Record features prior to dismantling.

d. Only clear glass shall be used when repairing or replacing damaged glazing. Tinted, reflective, opaque, and patterned glass shall not be used unless historically present.

5.20 MAINTAIN COMPATIBILITY WHEN REPLACING WINDOWS ON THE FAÇADE AND PROMINENT SECONDARY ELEVATIONS

a. Historic window sashes shall only be replaced when they are deteriorated beyond repair.

A RHYTHMIC ARRANGEMENT. Just like the pattern of storefronts along a street, the rhythm and consistent placement of upper-story windows provides continuity across individual buildings and fosters a cohesive aesthetic even when individual buildings are of varying architectural styles and periods.

Window replacement projects can be substantial, costly undertakings. As such, it is important to make sure that you are making the right design choices and appropriately prepared to present your project to the HZC for review. The following approach is recommended:

- Prepare an inventory of your windows: You should not just assume that your windows need to be replaced or that all windows require replacement at the same time. It is incredibly rare that all windows would deteriorate at the same rate. Preparing an inventory of your windows and their conditions independent of a sales assessment can help you make evaluations regarding appropriate treatment strategies. The inventory can also be used to support your COA application.
- Carefully consider what needs to be replaced: When evaluating your options, critically assess what needs to be replaced and why. In some instances you may find that resealing a window would serve the same purpose as replacement at a much lower cost. Other times you may find that a sash does warrant replacement. Rarely does the entire window assembly need to be replaced. Intact components are to be retained.
- Gather evidence for your project: Once you have determined the actions necessary, gather documentation depicting the condition of the window components to be replaced. This should be used in support of your COA application to demonstrate project needs and show that you have done your due diligence in evaluating potential project solutions.
- Find a suitable replacement: Finding a suitable replacement component for your project is critical, both in meeting your project goals and maintaining the character of your property. Replacement components on the façade and elevations visible from the right-of-way should be visually compatible with the historic windows as character-defining features of the building.

WHAT DOES THE HZC CONSIDER DURING REVIEW?

The HZC will carefully review all proposed window replacements that deviate from the building's historic character. The following will be considered during the review:

- Why is window replacement being proposed? Make sure you convey what you are trying to achieve with your project, whether addressing deteriorated building components, achieving greater energy efficiency, or a change in aesthetics.
- What is the condition of the windows proposed for replacement? Make sure you appropriately illustrate current conditions if you are proposing a project based on the deteriorated condition of existing units. Burden of proof for demonstrating windows are deteriorated beyond repair is the obligation of the project applicant. In the absence of widespread deterioration, describe what alternatives have been considered.
- How significant and visible are the windows to be replaced? If your windows are character-defining features and highly visible, critically consider how changes may be perceived and what impacts the replacement project may have on the visual qualities of the building.
- Is the replacement unit compatible with the character of the building and a durable option? Place a priority on selecting units that are compatible with historic windows in scale, profile, configuration, operation, and finish. Replacing wood windows with new wood counterparts is the most appropriate design solution and is strongly encouraged unless it is technically or economically infeasible to do so. Alternative materials will be reviewed on a case-by-case basis in consideration of the individual character of a property.

b. Only the deteriorated component of a window (e.g., the sash) shall be replaced. Total replacement of an entire assembly (i.e., sash and frame) when only localized deterioration is present is prohibited.

c. Replacement windows shall match the original in size, proportions, configuration (i.e., number of panes), and operation (e.g., double-hung).

d. Wood windows on the façade shall be replaced with wood windows. Alternative materials will be reviewed by the HZC on a case-by-case basis. Anodized aluminum with a baked-on enamel finish and aluminum-clad wood may be considered on visible secondary elevations in lieu of wood.

e. Historic metal windows shall be replaced with new metal windows that are compatible with the visual character of the original units.

f. New windows shall be properly recessed within the original opening to protect the window and maintain historic profiles.

g. Deteriorated sashes on the façade and prominent secondary elevations shall be replaced with true divided light sashes or simulated divided light sashes with dimensional muntins permanently affixed to the exterior of the glass. Snap-in grids and removable internal grilles do not appropriately replicate historic profiles and shall be prohibited.

h. Historic hoods and exposed lintels and sills shall be retained when installing replacement windows.

i. Windows incompatible with the style and age of the building are prohibited.

5.21 EMBRACE SYMPATHETIC CHANGES TO WINDOWS AND DOORS ON SECONDARY AND REAR ELEVATIONS

a. Retaining and maintaining historic windows and doors on minimally visible secondary and rear elevations is encouraged.

b. Using in-kind and compatible substitute materials such as anodized aluminum and aluminum-clad wood is encouraged. Fiberglass may also be used for doors.

c. Window and door replacements shall maintain the size of the original opening. Reducing, enlarging, or infilling openings shall be avoided. In cases where enclosure is permitted, the infill material shall be recessed to maintain the outline of the original opening.

d. Replacement doors and windows shall be compatible with the character and style of the building as well as traditional precedents in the district. Adding elaborate decorative details where there is no historical precedent is prohibited.

5.22 DESIGN NEW OPENINGS TO BE AS INCONSPICUOUS AS POSSIBLE

a. New openings shall be limited to minimally visible side elevations and rear elevations.

b. New openings shall be compatible with the rhythm, size, and proportions of existing openings.

c. Simple designs shall be used for new openings. Elaborate decorative details are prohibited.

REAR ELEVATIONS. While secondary and rear elevations in the commercial district are more utilitarian than the façade, maintaining compatibility and simplicity in projects involving windows and doors on these elevations is encouraged.

Objective: Install awnings and canopies with respect to the historic character, scale, and spatial relationships of a building and its storefront.

For National Park Service guidance on awnings and related features see "The Use of Awnings on Historic Buildings" at nps.gov/tps/how-to-preserve/briefs/44-awnings.htm.

AWNINGS AND CANOPIES

5.23 SELECT AWNINGS BASED ON THEIR COMPATIBILITY WITH THE CHARACTER OF THE BUILDING AND STREETSCAPE

a. Awnings shall be compatible with the building, streetscape, and neighboring properties. Awnings on the façade shall be fixed in place (not retractable).

b. Awnings shall be deep enough to provide shelter and shade but not obstruct views along the streetscape. Awnings should generally project no more than 4 feet from the building.

c. Awnings shall be placed at an appropriate height in relation to the storefront cornice. The bottom of an awning shall be at least 7.5 feet above the sidewalk.

d. Awnings shall be installed so that they do not obstruct, damage, or require removal of character-defining features. Where masonry is present, framing for an awning shall be mounted through mortar joints to avoid damage to the masonry face.

e. An awning shall fit the opening it shades. Awnings that are wider than the opening being sheltered and awnings that cross or obscure end columns and piers that divide storefronts and window bays shall be avoided.

f. Fabric/canvas awnings supported by a metal internal frame shall be used unless there is historical precedent for another design. Plastic, vinyl, leatherette, and metal awnings are prohibited.

g. An awning's shape shall be based on the shape of the opening that it shelters. Shed or straight-sloped awnings (triangular from the side) with a valance are most appropriate for flat and segmentally-arched window openings. Half-dome awnings are most appropriate for arched openings. Box awnings, mansard roofs, and balloon awnings are not appropriate.

h. Awnings shall be open on the underside. Awnings with a solid or closed underside are bulky and appear heavy, inappropriately box in the street, and are prohibited.

i. Striped or solid color awnings that complement the trim of a building are most appropriate. Awnings shall have a matte finish and be opaque. When multiple awnings are placed on a building with multiple bays, the design of the awnings shall be identical.

j. Internal illumination of awnings is prohibited.

5.24 LIMIT THE USE OF CANOPIES AND MARQUEES TO HISTORICALLY APPROPRIATE LOCATIONS

- Historic canopies and marquees shall be retained, maintained, and repaired.
- Canopies and marquees shall not be installed on buildings unless their use has historical precedent as illustrated by physical or documentary evidence. Installing a canopy or marquee on a historic building that never had such a feature is prohibited.
- Canopies and marquees were historically constructed of wood or metal. New canopies, where appropriate, shall be based on historical precedents.
- In the absence of historic documentation demonstrating otherwise, canopies shall be of a simple design. Elaborate detailing and metalwork are not appropriate when there is no historical precedent for such designs.
- Canopies and marquees shall use a support structure that has as few in-ground vertical supports as possible so as not to obstruct the pedestrian way.
- Canopies on the façade or a secondary elevation shall not be used to create an upper-story balcony where no such feature historically existed.

AWNINGS AND CANOPIES—WHAT'S THE DIFFERENCE?

Historically comprised of canvas or fabric and featuring an internal frame, awnings were a historically popular means of sheltering pedestrians, advertising businesses, and shading display windows in commercial areas. They were widely used across buildings of all styles and ages. A canopy is a much more substantial element than an awning. It is a fixed feature made of hard materials such as metal or wood that is supported by external elements such as posts or structural ties. Canopies often appear as cantilevered slabs and were commonly used on theaters, hotels, and some restaurants and storefronts. They are not appropriate for all building types or styles and their use must be carefully considered.

BUILDING
5

6 NEW CONSTRUCTION

EMBRACING A SYMPATHETIC APPROACH

Over time, historic districts may evolve through new construction (additions and infill) designed to improve the functionality of an existing building, infill a vacant lot, or replace an existing building due to loss through fire, weather events, or demolition. Consideration must be given to both additions and new construction as the introduction of new buildings into a district has the potential to negatively impact the fabric of the streetscape if not carefully planned for and designed.

Where new construction is pursued, applicants are encouraged to engage Development Services staff and the HZC regarding potential design solutions to ensure that proposed architecture respects the historic design integrity of a district and is compatible with existing architecture in massing, scale, materiality, and articulation. With proper planning, new construction can both meet the needs of the property owner and be designed in such a way that it is sympathetic to and harmonious with the character of a district.

Objective: Engage context-sensitive solutions that promote compatibility and high-quality design in additions and new construction.

RESIDENTIAL GUIDELINES

A ADDITIONS

6.1 LOCATION

a. Additions shall be located on the rear elevation or at the rear of secondary elevations to minimize their appearance from the right-of-way.

b. Additions shall be located so that they do not damage, obscure, or require removal of character-defining features of the original building.

c. Additions shall be located to maintain a setback consistent with the character of the district. Additions shall not substantially alter the relationship of open to occupied space on a lot.

6.2 VISUAL IMPACT AND COMPATIBILITY

a. Original buildings shall be maintained as the primary dwelling. Reorienting a building to use the addition as the primary entry is not appropriate.

b. Additions shall be compatible with the size, scale, setback, and massing of the original building.

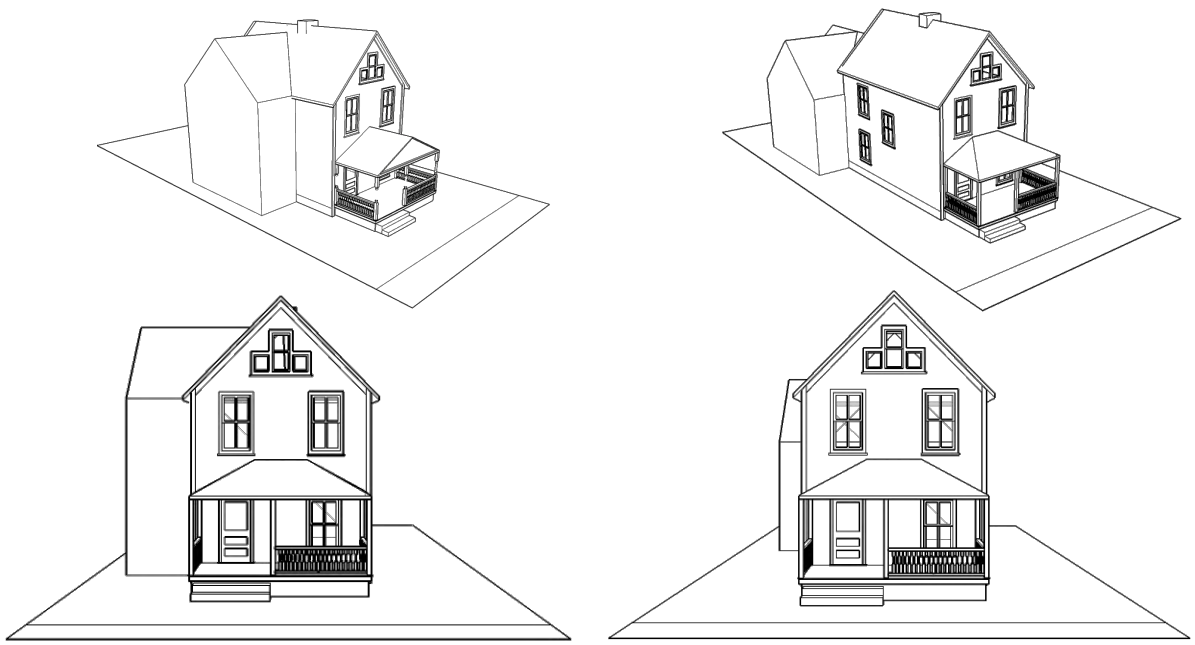
c. Additions shall be visually compatible with and subordinate to the original building. Additions shall be scaled so that they do not visually diminish the original building. Additions that exceed 1/3 of a building's existing square footage shall be avoided.

d. Additions shall have a roof shape, pitch, and complexity compatible with that of the original building.

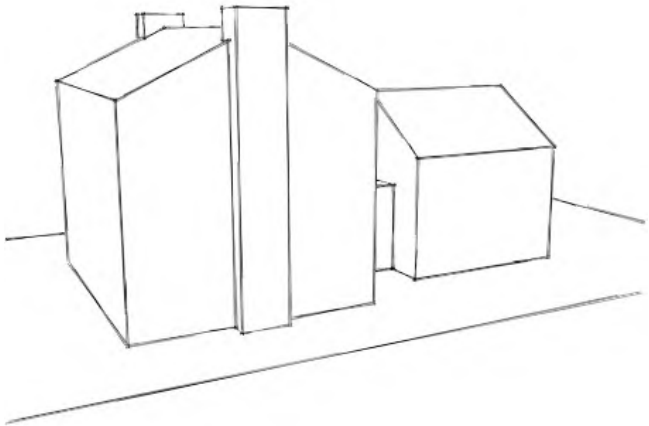
e. Simplified designs that take visual cues from the character of the original building are most appropriate. Excessive ornamentation and duplicating original details shall be avoided.

f. Traditional materials or alternative materials that are compatible with the original building in scale, profile, finish, and texture shall be used when visible from the right-of-way.

g. Door and window openings shall conform to the proportions, size, and rhythm of openings on the original building.



MASSING AND PLACEMENT OF ADDITIONS. Carefully consider the massing and location of additions to your property as even small variations can make a significant difference in perception. For example, the addition at the left is large and imposing even though it is located on a side elevation. By slightly adjusting the scale of the addition and setting it back behind the primary mass, however, the addition can be made to be more compatible with the architecture of the original building, as shown in the illustration to the right.

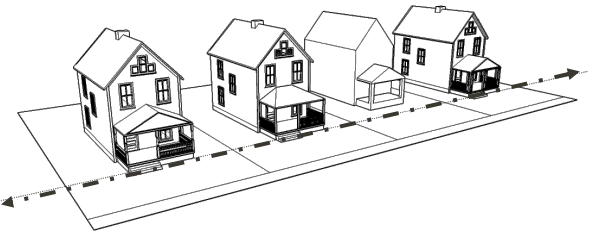


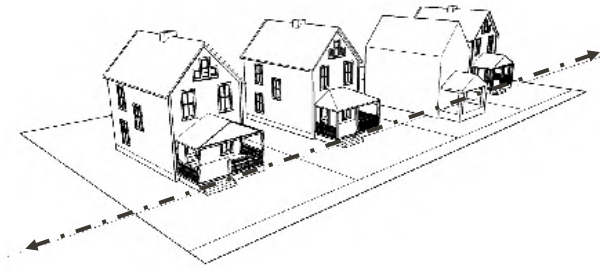
DIFFERENTIATION. Designing additions with walls that are recessed from the original building and separating large additions from the original building by a linking corridor are encouraged as an appropriate means of maintaining the original building and addition as separate, distinguishable features.

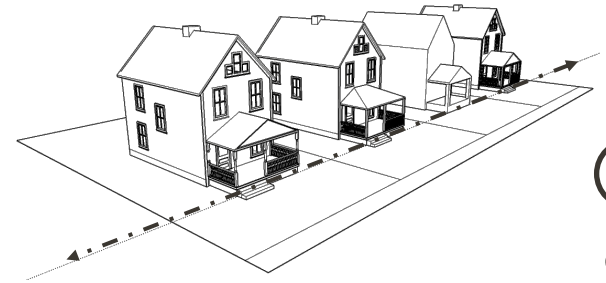
PLANNING AN ADDITION

When planning and designing an addition to a historic building, it is important to give consideration to the factors that will be evaluated by the HZC during design review. Questions the HZC may consider include:

- How visible will the addition be from the right-of-way?
- Does the addition diminish the ability to appropriately interpret the character and age of the original building?
- Does the addition disrupt perception of adjacent properties and the broader streetscape?
- Does the addition require significant alterations to the original building or removal of character-defining features?
- Does the addition require significant structural changes to the original building?
- Is the addition subordinate to the original building?
- Is the addition set back from the original building and the right-of-way?
- Is the addition of as simple design that is compatible with the original building?
- Is the addition of high-quality design and materials?
- Could the addition be removed in the future without causing irreversible damage to the original building?







SETBACK. New construction in a residential area should conform to established precedents in a neighborhood. Where there is a generally established regularity to setback, buildings that are set too close to the right-of-way or too far back from the right-of-way can disrupt the rhythm of the streetscape.

h. Additions that require substantial alterations to the structural system of the original building are prohibited. Additions shall be constructed in such a way that they can be removed in the future with damage to or destruction of the original building.

6.3 DIFFERENTIATION

a. Simplified details that reference the character of the original building are appropriate.

b. Subtle changes in setback, material, and details are an appropriate means for distinguishing additions from the original building.

c. Designing additions with walls that are recessed from the original building and separating large additions from the original building by a linking corridor are encouraged as an appropriate means of maintaining the original building and addition as separate, distinguishable features.

d. Additions shall be identifiable as a product of their own time. It should be clear what is historic and what is new.

B NEW CONSTRUCTION

6.4 LOCATION

a. Historic spatial relationships shall be maintained by locating new construction within the range of established front and side yard setbacks of properties on the same block.

b. Landscape elements, features such as walls and fences, and building components such as porches shall be at compatible setbacks similar to those of properties on the same block.

6.5 SITE COVERAGE

a. Precedents of open to occupied space in the district shall be maintained.

b. Configuring the massing of a new building to maintain visual compatibility with historical precedents in lot coverage is encouraged.

6.6 ALIGNMENT AND RHYTHM

a. The façade of a new building shall generally be compatible with the alignment of adjacent buildings unless there is historical precedent for substantial variation in the district.

b. The placement of a new building on a lot shall maintain historical precedents of spacing between primary buildings on adjacent lots.

c. New construction shall be oriented so that it is parallel to lot lines.

d. Primary entrances shall be oriented toward the street.

e. Sidewalks, steps, porches, and other such features shall be compatible with the rhythm of existing features in the district.

6.7 FORM, MASSING, AND SCALE

a. New buildings shall employ forms, massing, and scales consistent with those traditionally found in the district.

b. Buildings shall have a footprint and roof form with a similar complexity to buildings within the same block. Hip and gable roofs are typically appropriate.

PLANNING NEW CONSTRUCTION

The guidelines for new construction are not intended to define a specific style or set of features required for new buildings within historic districts. Rather, the guidelines are intended to promote an understanding of the general characteristics that are important to consider in designing a new building that is broadly compatible with established precedents. The goal is to promote construction of high-quality buildings that enhance the architectural character of the area. The following may be considered by the HZC when reviewing new construction:

- Does the building maintain the street plan?
- Does the building fall within the established rhythm along the street?
- Is the building orientation and setback consistent with existing buildings?
- Is the entrance oriented to the street?
- Does the building's massing fall within the established range in the district?
- Does the façade incorporate human-scaled features?
- Is the ratio of solid wall to openings consistent with that of surrounding buildings?
- Is the complexity of the building appropriate within its context?
- Is the roof shape and pitch consistent with those existing in the district?
- Are features of an appropriate scale and comprised of traditional materials or modern counterparts with proven durability?
- Does the design appropriately incorporate architectural details that promote visual interest but refrain from duplicating historic features?

BUILDING HEIGHTS. Designing new construction to fall within the range of typical heights in a neighborhood is also important in making sure that the scale and massing of a property is appropriate for the neighborhood in which it is located. Properties that are out of context with the neighborhood (top) can disrupt the character and feeling of a streetscape. While new dwellings do not need to be the exact height of existing dwellings, they should fall within the range of average heights along the same block to promote compatibility with established precedents (bottom).

c. New buildings shall be designed to be within the established range of building heights within the same block and adjacent streets, not varying more than 10% from the average height.

d. The proportions of the façade shall be compatible with historical precedents in the district. Large masses shall be broken up through vertical and horizontal articulation in order to reduce visual dominance along the street.

e. Designs shall be of a human scale, incorporating pedestrian-oriented features such as façade porches where appropriate for the area. Façade features shall be scaled to be compatible with those historically found in the area.

6.8 DESIGN AND ARCHITECTURAL FEATURES

a. Employing contemporary interpretations of historic designs and using simple contemporary forms that conform to established precedents of massing, scale, and character are encouraged. Replicating historic styles conveys a false sense of history and is prohibited.

b. Referencing traditional scales for features such as porches, windows, and doors that help define the rhythm of the streetscape is encouraged.

c. New buildings shall incorporate architectural details that provide articulation and visual distinction. Details shall complement the architectural fabric of the district, not compete visually with existing buildings.

d. Floor-to-ceiling heights shall fall within the range of those found on historic buildings in the district.

e. Roof features such as chimneys shall be appropriately scaled to the building.

6.9 FENESTRATION

a. Maintain compatibility with traditional precedents of solid to transparent space on the façade.

b. Windows and doors shall be compatible in proportion, shape, locations, and size as those traditionally found in the district.

c. Windows and doors shall be stylistically compatible with the building and district. Duplicating historical designs is not appropriate.

6.10 MATERIALS

a. New construction shall reflect traditional materials, textures, and colors compatible with the district. Using no more than two primary materials for exterior walls is encouraged.

b. Materials and features shall have traditional dimensions, promote a human scale, and have proven durability. Exaggerated and oversized materials are not appropriate and shall be avoided.

c. Materials shall be visually compatible in scale, profile, proportions, and finish to those historically found in the district. Alternative materials such as fiber cement board and cast concrete are appropriate for maintaining material compatibility with traditional materials. Faux masonry and vinyl and aluminum sidings are prohibited.

d. Using wood or aluminum-clad wood windows with a baked-on or enamel finish is strongly encouraged. Other materials will be considered by the HZC on a case-by-case basis. Vinyl and vinyl-clad windows and doors are not appropriate and shall be prohibited.

C GARAGES AND ACCESSORY BUILDINGS

6.11 LOCATION

a. Historic relationships among the primary building, open lawn, and landscape features shall be retained when locating a new accessory building.

b. New secondary buildings shall be located in rear yards or at the terminus of a driveway. Secondary buildings shall not be placed in front or side yards.

c. Locating garages so that they do not require new curb cuts is recommended.

6.12 CHARACTER

a. New secondary buildings shall be compatible with the site and original building in scale, massing, and design.

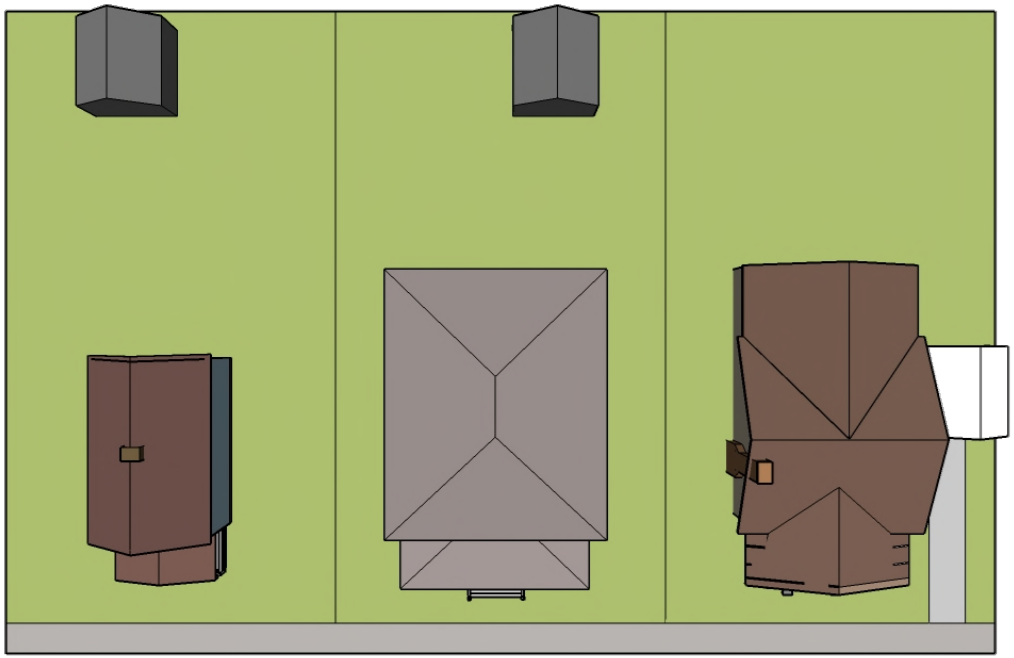
b. Simplified designs shall be used. Secondary buildings that visually compete with the primary building are prohibited.

c. Designs shall utilize a roof shape and pitch consistent with those on secondary buildings historically found in the district.

d. One-story designs shall be used unless there is historical precedent for a taller building in the district.

e. Designs shall use traditional or alternative materials compatible with the visual qualities of the district.

f. Windows and doors shall be proportionally consistent with the size of the building.



BUILDING PLACEMENT. Secondary buildings are to be located at the rear of a lot and out of view from the public right-of-way. Placing an outbuilding alongside a property toward the front of a lot such as is shown on the right is not appropriate unless there is historical precedent for such a spatial organization. It should be noted that if a secondary building cannot be seen at all from the right-of-way, a COA is not required.

Objective: Engage context-sensitive solutions that promote compatibility, high-quality design, and traditional pedestrian-oriented storefronts in additions and new construction.

COMMERCIAL GUIDELINES

A ADDITIONS

6.13 LOCATION

a. Additions are frequently limited to the rear of a lot by the nature of construction in the commercial district. In instances where a vacant lot along a side elevation provides an opportunity for an addition, the rear of the property is still generally the most appropriate location for an addition.

b. Rooftop additions that increase the floor height of a building shall be avoided.

c. Additions shall be located so that they do not detract from, obscure, or require removal of character-defining features.

d. Additions shall be located so that they can be removed in the future without damage to or destruction of the original building.

6.14 VISUAL IMPACT AND COMPATIBILITY

a. Additions shall be compatible with the style, size, scale, setback, and massing of the original building.

b. When side additions are constructed, original buildings shall be maintained as the location of the primary entrance. Side additions shall maintain the traditional setback and character of the street wall.

c. Additions shall be visually compatible with and subordinate to the original building. Additions shall be scaled so that they do not visually diminish the original building. Additions shall be of equal or less height than the original building.

d. Additions shall employ a roof form consistent with the original building.

e. Large unbroken expanses of wall surfaces on primary elevations are out of character with the area and shall be avoided along the right-of-way. Additions shall employ bay articulation compatible with historic treatments in the commercial district.

f. Masonry facings shall be used on street-facing additions in the downtown core. Other traditional cladding materials and compatible alternative materials may be appropriate on additions on arterial streets in consideration of the character, style, and materials of the original building.

g. Door and window openings shall conform to the proportions, size, and rhythm of openings on the original building. Contemporary interpretation of historic door and window openings is encouraged. Replication conveys a false sense of history and is prohibited.

h. Wood, wood-clad, and aluminum-clad windows with a baked-on enamel finish are generally appropriate. Other materials will be reviewed by the HZC on a case-by-case basis. Fiberglass, fiberglass-clad, vinyl, and vinyl-clad windows are prohibited.

i. Simple detailing is encouraged. Additions shall be identifiable as a product of their own time. It should be clear what is historic and what is new.

j. Finishes and details shall be compatible with the original building in scale, profile, and texture.

B NEW CONSTRUCTION

6.15 LOCATION

a. Designs shall be compatible with the existing organization of space along the street edge. In general, new construction shall maintain a cohesive street wall with no setback based on historical precedent in the district.

b. The façade of a new building in the commercial core shall span the entire width of a lot. Leaving vacant lot space on the sides of a building is not appropriate in consideration of historic design trends in the district.

c. Corner buildings shall be set at the street wall on all street-facing elevations.

d. Buildings shall be oriented parallel to the street.

6.16 ALIGNMENT AND RHYTHM

a. Designs shall be compatible with the rhythm of the block face.

b. New buildings shall be compatible in directional expression —either vertical or horizontal emphasis—with nearby buildings.

SETBACK. Setting a commercial building back from the property line to create a front-facing courtyard or other such feature (top) is not appropriate. New buildings in the commercial core are to follow established precedents of setback and maintain the historic street wall (bottom) as a consistent element of the district.

c. Floor-to-ceiling heights on buildings shall be (or give the visual impression of being) compatible with those found on nearby buildings, varying no more than 10% from average heights.

6.17 FORM, MASSING, AND SCALE

a. The size, scale, and massing of a new building shall be visually compatible with surrounding buildings and the overall district.

b. New construction shall be within the average range of heights and widths traditionally found on nearby buildings. In general, all forms and massing shall relate to the street and pedestrian.

c. The street wall of large structural shall be reduced or visually broken up into distinct vertical bays that are compatible with the width and scale of traditional pedestrian-oriented commercial architecture, which provides visual depth and articulation. Using varying architectural features, contrasting materials, window designs, and other such detailing to divide the building into individual bays is encouraged.

d. New buildings in the commercial core shall use flat or sloped roofs obscured from view. Buildings on arterial streets outside the core may use gable or hip forms if they are consistent with the design of the building and surrounding architecture in the location where a building is being constructed.

e. Human-scale storefront features shall be incorporated into the design to maintain the pedestrian-friendly nature of the district.

6.18 DESIGN AND ARCHITECTURAL FEATURES

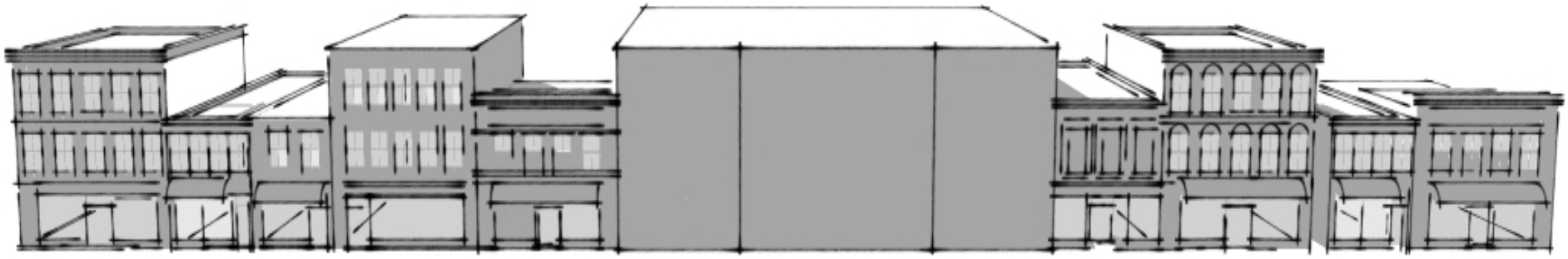
a. Designs that echo or reinterpret historic architectural precedents in the commercial district are encouraged. However, replication of a particular building conveys a false sense of history and is prohibited.

b. Finishing a building's edge with a simplified cornice or parapet that takes visual cues from historical precedents is strongly encouraged.

c. Architectural features shall be dimensional in character, employ appropriate proportions, and be finished in a manner compatible with similar features found on historic buildings to introduce texture and visual depth to a building.

d. Exaggerated or oversized features are prohibited.

ARTICULATED FACADES. Large undivided street façades (are not appropriate on blocks defined by smaller masses. If constructing a large building on such a block, articulate or divide the street face by using slight variations in setbacks, material treatment, or decorative features to maintain compatibility with smaller divisions.



PLANNING NEW CONSTRUCTION

The guidelines for new construction are not intended to define a specific style or set of features required for new buildings within historic districts. Rather, the guidelines are intended to promote an understanding of the general characteristics that are important to consider in designing a new building that is broadly compatible with established precedents. The goal is to promote construction of high-quality buildings that enhance the architectural character of the area. The following may be considered by the HZC when reviewing new construction:

- Does the building appropriately maintain the street wall?
- Do the building and storefront configuration fall within the established rhythm along the street?
- Is the building horizontal or vertical emphasis compatible with existing buildings?
- Is the entrance sufficiently articulated and oriented to the street?
- Does the building's proportions fall within the established range in the district? If a large building, is the façade appropriately broken into various smaller bays to maintain compatibility with historical precedents in the district?
- Does the façade incorporate contemporary interpretations of features like cornices, parapets, and storefronts to promote visual interest?
- Is the ratio of solid wall to openings consistent with that of surrounding buildings?
- Is the complexity of the building appropriate within its context?
- Is the roof shape and pitch consistent with those existing in the district?
- Are features of an appropriate scale and comprised of traditional materials or modern counterparts with proven durability?

e. Foundation heights shall be consistent with those on surrounding buildings.

f. Use designs that generally conform to the traditional three-part arrangement (storefront, upper façade, and cornice) of historic commercial buildings to maintain compatibility with the district.

6.19 STOREFRONTS

a. New construction shall employ contemporary interpretations of traditional storefront concepts that promote pedestrian interaction. Taking visual cues from nearby buildings is appropriate, but replicating historic storefronts is prohibited.

b. Storefront features shall be scaled in reference to comparable features found on historic buildings in the district and the overall massing of the building with which they are associated.

c. Storefronts shall have a large percentage of glass, which shall be clear, and be visually compatible with traditional storefront configurations and ratios of transparency. Glazing shall maximize the visibility of displays through the use of large panes of glass rather than many smaller panes.

d. Storefronts shall employ painted wood or aluminum structural components. Baked-on enamel finishes are encouraged on aluminum.

e. Where present, display windows shall be framed by bulkheads no lower than 18 inches and no higher than 36 inches.

f. Encourage pedestrian interaction through the incorporation of awnings and pedestrian-scaled features.

g. Primary entries shall be placed in traditional locations that are easy for the pedestrian to identify.

h. Primary entries shall be compatible in size and pattern with historical precedents in the district.

i. Distinguishing an entry through shallow recesses, lintels, pilasters, transoms, and interpretations of other traditional features is appropriate and encouraged to avoid bland design.

j. Doors shall have a high percentage of glass and a minimal frame.

6.20 FENESTRATION

a. New buildings shall employ fenestration patterns consistent with historical precedents on the façade and prominent secondary elevations in order to maintain the rhythm of the street wall. In general, three to four window openings shall be used for every 25 feet of street frontage.

b. Simplified interpretations of historic window openings shall be used. The width and height of windows and the ratio of opaque to glazed wall surfaces shall be compatible with historical precedents in the district.

c. Window openings shall employ a vertical or horizontal expression consistent with the historic character of surrounding buildings. In general, windows shall be vertically oriented.

d. Window openings shall maintain vertical alignment between floors for a cohesive aesthetic.

e. Clear glass shall be used in all doors and windows.

f. Blank walls and singular openings on primary elevations are prohibited.

6.21 MATERIALS

a. Using no more than three primary materials on exterior walls is strongly encouraged.

b. Material features shall be compatible with the character of the district in size, shapes, orientation, application, finishes, textures, and profile.

c. Major exterior wall surfaces in the commercial core shall be brick. Secondary materials may include brick, cast stone, natural stone, terra cotta, metal, cast iron, other traditional materials and compatible synthetic materials.

d. Windows shall be wood or aluminum-clad with a baked-on enamel finish. Fiberglass, fiberglass-clad, vinyl and vinyl-clad windows are prohibited.

e. High-quality durable materials shall be used.

f. Finishes compatible with district shall be used. Muted background colors with one or two accents are encouraged. Unfinished and reflective surfaces are prohibited.

g. Articulating facades and enhancing visual interest through mixture of complementary materials is encouraged.

A RENEWED FOCUS ON COMPATIBILITY. While the core of the commercial area remains largely intact, the cohesiveness of the area's character dissipates rapidly as one moves along the arterial roads stretching outward from the public square. In such locations, incompatible new construction and the presence of vacant lots have diminished the integrity of the progression into the commercial core. As efforts continue toward reinvestment in such areas, a renewed focus should be placed on compatibility and strengthening the boundaries of the district through more compatible development.

7 SITE AND SETTING

ENCOURAGING COHESIVE STREETSCAPES

The setting of a particular area is influenced by a variety of things, including but not limited to the placement of buildings and their relationship to the landscape, the location and character of circulation networks such as roads and sidewalks, and community infrastructure such as signage and lighting. These elements are defined by both the private sphere—those things located on private property—and the public sphere—those things located within the public right-of-way and managed by the municipality or other entity.

Such elements are interrelated with one another and changes in one sphere can impact the character of the other. As such, the HZC encourages sensitive consideration of the overall setting in both spheres in order to retain the unique sense of place that defines our historic districts. While there are no specific requirements or prohibitions for certain elements—such as plantings, lighting, or public infrastructure—recommendations are provided for actions that appropriately consider the role that such landscape elements play in impacting the varied settings of our historic districts. Recommendations are shaded in this section.

GUIDELINES VS. RECOMMENDATIONS

You will notice that much of the information in this section is provided as recommendations or approaches that are encouraged as being sensitive to historic design considerations in the historic districts. This is intentional as there are no specific requirements for many individual elements of the landscape on private property and the guidelines do not regulate change on public property. As such, much of the language provided in this section is intended to encourage decision makers to make context-sensitive design choices as projects proceed.

Objective: Respect and maintain compatibility with the settings that define Columbia's residential historic districts.

RESIDENTIAL GUIDELINES

A GENERAL GUIDELINES

7.1 MAINTAIN AND RESPECT CHARACTER-DEFINING FEATURES OF THE OVERALL SETTING

a. The traditional character of streetscapes as pedestrian-friendly corridors shall be maintained.

b. Maintaining existing circulation patterns, including roads, sidewalks, driveways, and walkways, is encouraged.

c. Maintaining established relationships among buildings, streets, and landscape features, which provide a natural hierarchy to the streetscape, is encouraged. Significantly altering existing relationships or locating new construction outside of accepted precedents is not appropriate.

d. Maintaining established ratios of occupied to open space in the neighborhood, including front, side, rear yards and tree lawns in keeping with the character of a district is encouraged. Owners are required to comply with setback requirements under applicable zoning regulations.

e. Maintaining open viewsheds and line of sight throughout a community is encouraged.

f. Maintaining the traditional location and character of site features such as sidewalks, walkways, light fixtures, historic planters, and other such elements is encouraged.

g. Maintaining the existing topography of a site is encouraged. Minor changes in the grade of an individual site that are designed to correct drainage issues may be appropriate. However, significantly altering the grade of a site is discouraged as it can detract from the overall aesthetic of a property.

h. Limiting the installation of new curb cuts is strongly encouraged.

i. City and state departments and utility companies are encouraged to employ context-sensitive placement and design of light fixtures, utility poles, and other such elements in consideration of the historic residential character of the districts.

B HISTORIC GARAGES AND ACCESSORY BUILDINGS

7.2 RETAIN AND PRESERVE HISTORIC GARAGES AND ACCESSORY BUILDINGS

a. Historic accessory buildings that contribute to the character of the property and district shall be maintained. Removing or relocating contributing accessory buildings shall be avoided.

b. The configuration and character-defining features of historic accessory buildings shall be retained.

c. To the extent feasible and practical, historic windows and doors on accessory buildings shall be retained and repaired. Components that are deteriorated beyond repair shall be replaced with new units that are compatible with the character of the building.

d. Altering the design of historic accessory buildings to make them more elaborate or otherwise inconsistent with their original character is prohibited.

C LANDSCAPING AND HARDSCAPE ELEMENTS

7.3 MAINTAIN MATURE TREES AND OTHER PLANTINGS THAT CONTRIBUTE TO THE CHARACTER OF AN AREA

a. Preserving and maintaining mature trees and plantings is encouraged to ensure their health and appearance.

b. Removal of mature trees and character-defining plantings is strongly discouraged unless they are irreversibly damaged, aged, or diseased. Replacing mature trees that must be removed with a compatible native species is strongly encouraged to maintain the historic tree canopy.

7.4 RESPECT THE CHARACTER OF THE AREA AND SURROUNDING ARCHITECTURE WHEN DESIGNING NEW LANDSCAPING

a. Consider recreating historic planting schemes where documentations exists.

COMPLEMENTARY LANDSCAPES. While each property will vary widely in its treatment of the landscape, employing a design aesthetic that balances preservation of historic features with the incorporation of sympathetic complementary elements and landscaping is encouraged. While a fence has been installed across this yard, its open design allows for transparency at the front lot, which is important to the streetscape.

HARDSCAPE ELEMENTS. Preserving historic hardscape elements and reconstructing deteriorated hardscape elements in a manner compatible with historical precedents in order to maintain historic spatial relationships and hierarchy of the landscape is strongly encouraged.

b. Carefully consider the height, appearance, and maintenance of landscaping. Landscaping that is appropriate to the scale and character of the property is encouraged. Landscaping that obscures a property or disrupts historic viewsheds is discouraged.

c. Consulting with local planning agencies before planting trees near sidewalks is encouraged to minimize the potential for eventual root damage to sidewalks and other such infrastructure.

d. Large foundation plantings can create damp conditions that introduce moisture into masonry and are discouraged.

7.5 RETAIN AND REPAIR HISTORIC HARDSCAPE ELEMENTS THAT DEFINE THE COMMUNITY

a. City departments are encouraged to maintain historic curbs and gutters, repairing deteriorated materials in-kind, as needed, When feasible, replacing deteriorated materials and features—such as limestone or granite curbs— with like materials is encouraged.

b. Maintaining the scale, profile, height, proportions, and texture of historic hardscape elements such as retaining walls in the public right-of-way is encouraged.

c. Replacement of deteriorated components with in-kind materials is encouraged. When it is not feasible to use in-kind materials, considering alternative materials that simulate the original material—such as tinted concrete pavers or stamped concrete as an alternative to brick pavers—may be appropriate.

d. Installing new hardscape elements that are consistent in size with historic features—to the extent allowable by local code and regulations—is encouraged to maintain the continuity of the area. Employ traditional materials, including poured concrete, brick, and stone, when planning a new walkway or pathway visible from the right-of-way.

7.6 MAINTAIN EXISTING RELATIONSHIPS OF DRIVEWAYS AND PARKING AREAS

a. Preserving historic driveways, including materials, in their original location and configuration is encouraged. Relocating driveways outside of their original location shall be avoided. Consulting with the HZC and Department of Development Services prior to changing the footprint or location of a driveway is encouraged.

b. Select driveway materials, including poured concrete, asphalt, gravel, and other traditional materials currently present in the district when repaving or designing new driveways or parking areas. Where appropriate, consider materials such as tinted asphalt and stamped concrete that limit the harsh visual effects of standard concrete and asphalt. The introduction of plantings, hedges, and other means of vegetative screening as a buffer between parking areas and adjacent properties is encouraged.

c. Where visually compatible with a district, porous paving materials are encouraged to limit excessive water run-off.

d. Limiting parking areas and large areas of paving to the rear of a property is encouraged. Screening such elements with landscaping to minimize their appearance is appropriate.

e. Introducing large paved areas and parking areas—including drive-through circles—in a front or side yard where there is no precedent for such a feature is not appropriate.

f. Locating parking areas and large areas of paving to the side and rear of the property is encouraged. Employ screening elements, such as landscaping and fencing, to minimize impacts to the character of the historic property.

g. When converting front yards for parking purposes, parking areas and circular driveways should be set back at least 50 feet from the street or sidewalk.

D WALLS AND FENCES

7.7 MAINTAIN AND PRESERVE HISTORIC FENCES, GATES, AND WALLS AS CHARACTER-DEFINING FEATURES

a. Historic fences, gates, and walls shall be retained and repaired in their original location as character-defining features of individual sites and the setting. Repairs shall be made in accordance with the respective materials guidelines.

b. Protective finishes on metal and wood elements shall be maintained in order to extend the useful life of the feature.

c. Distinctive details of fences, gates, and walls shall be retained.

d. The height of historic fences, gates, and walls shall be maintained. Increasing the height of such features to create a privacy screen is not appropriate.

e. Painting historic masonry walls or covering them with a cementitious coating is not appropriate and shall be prohibited.

f. The introduction of retaining walls in front yards where none existed historically is generally discouraged. In cases where new retaining walls are approved, they shall be constructed of stone, brick, or textured block. Poured concrete (unless precedent exist in the area) and wood timbers shall be prohibited.

g. Only those portions of historic features that are deteriorated beyond repair shall be replaced. Total replacement of an entire element when only a localized section is deteriorated is not appropriate and shall be avoided. When replacement materials are used, they shall be in-kind or visually and structurally compatible with the original.

7.8 DESIGN NEW FENCES, GATES, AND WALLS TO BE COMPATIBLE WITH CHARACTER OF THE STREETSCAPE

a. New fences and walls shall be compatible in scale and materials to those historically present in the area and to the building with which they are associated.

b. Traditional materials such as brick, stone, cast iron, and wood shall be used for new fences, gates, and walls visible along the street wall in front and side yards to maintain the continuity of the area. Textured block may be appropriate in some areas. Railroad ties, unfinished lumber, and poured concrete are not appropriate and shall be avoided.

c. Front yard fences shall promote a sense of transparency, allowing view between vertical members.

MAXIMIZING TRANSPARENCY. It is important that front and side yard fences be low and maintain a sense of transparency to help preserve historic lines of sight and open viewsheds within a residential setting.

d. Opaque fences and walls, including privacy fences, shall be used only at the rear yard.

e. Fences shall not exceed 4 feet in height along street-facing yards and 6 feet in height in all other yards. On corner lots, a fence may exceed 4 feet in height at the side yard if it is placed at or behind the midpoint of the house but shall not be higher than 6 feet at any point.

f. Existing chain link and woven fences in the front and side yard can be retained and maintained. If a chain link or woven fence is to be replaced, a new fence complying with the guidelines must be installed. New chain link and woven fences are prohibited in these areas.

g. While new fences may take visual cues from historic counterparts, replicating historic designs is not appropriate as it conveys a false sense of history. Simplified contemporary interpretations of traditional fence designs are encouraged.

h. New privacy fences shall be located in a rear yard only and are to comply with local code. Plastic and vinyl fences are strongly discouraged. Employing screening such as hedges or plantings to minimize the appearance of such fences from the right-of-way is encouraged.

LIGHTING AND UTILITIES

E

7.9 MAINTAIN AND PRESERVE HISTORIC LIGHTING

a. Where present, the retention and maintenance of historic lighting fixtures is encouraged. Repairing fixtures in accordance with the guidelines is encouraged.

b. Replacing missing or deteriorated historic exterior lighting with fixtures that are compatible to the original scale, design, and materials and consistent with the style and age of the building is encouraged.

7.10 MINIMIZE THE IMPACT OF NEW LIGHTING ON THE SETTING AND ADJACENT PROPERTIES

a. Selecting fixtures that are compatible with the setting and individual properties in scale, placement, color, and profile is encouraged.

b. Locating light fixtures in consideration of their impacts to the setting is encouraged. Low-level light fixtures that direct light downward and away from other properties are encouraged to minimize light spill onto adjacent properties. Excessive use of lighting is not appropriate.

c. Limiting post-mounted lights to 10 feet in height and using fixtures made of brass, copper, or painted metal is encouraged.

d. Locating utilitarian fixtures in inconspicuous locations so as to minimize their appearance from the public right-of-way is encouraged. Locating flood lights at the rear of a property is encouraged.

e. The use of colored lamps in light fixtures is not appropriate and is discouraged.

7.11 PLACE MODERN SYSTEMS AND EQUIPMENT IN LOCATIONS THAT MINIMIZE THEIR IMPACT

a. Ground-mounted equipment such as air-conditioning units shall be placed at the rear of secondary elevations or at the rear of a building.

b. Ground-mounted equipment shall be screened from view from the right-of-way with appropriately scaled landscaping or fencing when located on secondary elevations.

c. Free-standing or detached solar collectors and wind turbines shall be installed in areas that minimize visibility from the right-of-way. Finishes shall be selected to minimize their impact on the landscape.

d. Locating utility connections and meters at the rear of a building is encouraged.

e. Antennas, satellite dishes, and other such roof-mounted equipment shall be located at the rear of secondary roof slopes or on the rear roof slope so that they are not visible from the right-of-way. Installation of such features on a street-facing roof is prohibited. Consider placing such features behind chimneys or dormers to screen from view.

MINIMIZING VISIBILITY. Equipment should be hidden or screened from view from the right-of-way as was done at this house, where air-conditioning units are concealed with lattice and the satellite dish has been placed at a rear roof slope.

f. Painting systems and equipment to minimize their appearance and blend with the building or landscape is encouraged.

g. Installation of runs of ducts, pipes, or cables on the façade or a visible secondary elevation is prohibited.

h. Installing window air-conditioning units on the façade or secondary elevations visible from the right-of-way is not appropriate and shall be avoided.

7.11 INSTALL MODERN SYSTEMS AND EQUIPMENT IN A WAY THAT MINIMIZES DAMAGE TO HISTORIC FEATURES

a. Equipment shall be installed in such a way that it does not obscure, damage, or require removal of character-defining features. Historic features and materials shall be protected from inadvertent damage when installing systems.

b. Equipment shall be installed so that it can be removed in the future without damage to historic features.

c. Cutting holes in masonry or features such as decorative cornices or rake boards shall be avoided.

d. Installing interior mechanical systems in a manner that requires the installation of drop ceilings or the partial filling in or covering over of historic window openings perceivable from the exterior is prohibited.

F ACCESSIBILITY AND SAFETY

7.12 MINIMIZE THE VISUAL IMPACT OF HEALTH AND SAFETY FEATURES

a. Features shall be appropriately scaled to the building with which they are associated.

b. Ramps and other means of access shall be located at a secondary or rear entrance to the extent feasible and practical, particularly when entries must be widened to accommodate access. If placement at the façade is necessary, minimize the visual impact of the feature and changes to the building fabric.

c. Locate ramps and other means of access adjacent to the face of the building to the extent feasible and practical to minimize their perceived prominence. Ramps and other means of access that unnecessarily or extensively extend into yards are not appropriate.

d. Wood or composite ramps that have simple, non-intrusive detailing are most appropriate. Wood ramps shall be stained or painted to better blend into the landscape.

e. Handrails, balusters, and other elements shall be of metal or wood and simple in character and finish. Finishes that blend with a building's trim are most appropriate. Wire, cable, and piping handrails are not appropriate.

f. Lifts shall be located and installed to be as inconspicuous as possible. To the extent feasible and practical, lifts should recede into the ground, be built into a landscape feature, or screened from view from the right-of-way.

g. Consider using temporary or portable means of access as an alternative to constructing permanent access.

h. Methods of egress from upper-story entrances shall be located at the rear of secondary elevations or on rear elevations. Stairs shall be located along an elevation rather than extend perpendicular to a building to minimize their appearance.

i. Using landscaping to screen access features from view from the right-of-way is strongly encouraged.

7.13 MINIMIZE THE IMPACT OF HEALTH AND SAFETY FEATURES ON BUILDING FABRIC

a. Health and safety features shall have as little impact on the historic fabric of the building as possible.

b. Features shall be installed so that they do not require damage to or removal of character-defining features. Ramps or other means of access that require changes to an original or character-defining porch shall be avoided.

c. Features shall be installed so that they can be removed in the future without causing damage to character-defining features.

d. In cases where installation of a ramp or other means of access requires construction over an existing stoop or porch, the stoop or porch shall be retained below the feature.

ACCESSIBILITY AND CODE REQUIREMENTS

The design guidelines are not descriptions of legal requirements or other responsibilities regarding health, safety, and accessibility. The property owner is responsible for ensuring that all projects meet applicable federal, state, and local requirements. Always consult appropriate codes, laws, and regulations before engaging a project related to health, safety, and access.

Objective: Respect the character of the commercial core as a pedestrian-friendly destination of high-quality design.

All items placed on the sidewalk or public right of way will be required to receive approvals from the City of Columbia via a Right of Way Permit before placement.

COMMERCIAL GUIDELINES

A PEDESTRIAN ORIENTATION

7.14 ENGAGE DESIGN STANDARDS AND PRACTICES THAT PLACE A PRIORITY ON THE PEDESTRIAN

a. Unobstructed sidewalks with a minimum clearance of 4 feet shall be maintained. Place sidewalk furnishings as close to the exterior wall of the building as possible to maintain the accessibility of the sidewalk. Oversized furniture and furniture that disrupts the right-of-way and/or blocks pedestrian traffic is prohibited.

b. Outdoor uses such as al fresco dining are encouraged as important functions that promote the vibrancy of the district. All seating and fixtures shall be easily removed. Permanent fixtures are prohibited.

c. Decks shall be located at the rear elevation or on the roof and screened from view as appropriate.

d. A strong sidewalk edge shall be maintained through appropriate building placement during new construction and buffering of street-fronting parking areas.

e. City departments are encouraged to maintain trees and other vegetation and prune regularly so as not to block sight lines along the commercial corridor. Select varieties that enhance the character of the area, provide shade, and do not obstruct pedestrian view of signage or display windows.

f. Maintain street lighting fixtures that are compatible with the setting in size, scale, material, and light output. Pedestrian-scaled lights rather than automobile-scaled lights are strongly encouraged.

g. Select sidewalk furniture that facilitates use and promotes the character of the corridor as a place of high-quality design. Finished wood and metal are the most appropriate materials. Plastic, vinyl, and other cheaply-produced materials detract from the quality of the streetscape. Street furniture must be maintained in good condition without rust, damage, dents, peeling paint, or graffiti.

B PARKING AREAS

7.15 EMPLOY SENSITIVE DESIGNS WHEN DELINEATING NEW PARKING AREAS

a. Locating private and public parking lots in inconspicuous areas such as the rear of a building is strongly encouraged.

b. Visually screening parking areas from the right-of-way by a planting strip or brick wall in line with the block face is encouraged. If screening is used on a corner lot, both streets should be screened.

c. Using pervious surfaces where appropriate to minimize water runoff onto adjacent areas is encouraged.

d. Avoiding large expanses of parking surfaces by providing adequate landscaping islands and buffers is encouraged.

e. Clear pedestrian access and crossings should be provided.

f. Incorporating pedestrian-scaled, shielded lighting to promote a safe environment is encouraged.

g. Design public and private parking structures to be compatible with existing architecture in scale, size, massing and form to minimize negative impacts to the district. Designs for new parking structures shall meet guidelines for new construction.

THE PEDESTRIAN EXPERIENCE. Situated along Main Street, this outdoor patio provides unique space in the commercial core that reinforces the priority to be placed on the pedestrian and patron. Located off the public sidewalk, this location provides an appropriate location for more substantial and regular use of outdoor furnishings.

Public art and murals are required to have a COA from Historic Commission before work can start. Requirements for submittals are stated within Appendix B.

CONTENT. Murals such as the one in this photograph that celebrate Columbia's unique heritage are encouraged and can serve as a tool for inspiring curiosity and community pride.

C PUBLIC ART AND MURALS

7.16 SELECT COMMERCIAL LOCATIONS FOR ARTWORK IN CONSIDERATION OF THE CONTEXT

a. For free-standing public art, consider naturally iconic locations such as gateways, civic facilities, and public open spaces.

b. Treat free-standing public art as integral components of the landscape designed to complement the context of the area and surrounding buildings. Art that is visually jarring in the context of the urban setting is not appropriate. For example, placing a large sculpture in front of a commercial building is not appropriate given the limited width of the sidewalk right-of-way.

c. Murals shall be located on side or rear elevations only. Murals on the street façade of a building are prohibited. Temporary window storefront murals are permitted on a case-by-case basis for no more than 45 days within a 6 month time basis.

d. Murals shall be located only on buildings that have historically been painted. Painting contributing buildings that were not historically painted to accommodate a mural is prohibited; however, locating a mural on an unpainted, non-contributing building may be considered by the HZC.

e. Murals on removable materials such as plywood mounting are encouraged. Framing shall allow water to weep between the mural surface and the wall. Framing shall be anchored through mortar joints and not the masonry face of a building.

f. Critically access long-term maintenance needs when choosing mural locations. Murals that face direct sunlight will fade and peel quicker, and murals in heavily trafficked areas may be subject to smog and chemicals that can alter original colors.

7.17 EMPLOY DESIGN CHOICES THAT ARE COMPATIBLE WITH A BUILDING'S FABRIC

- Art shall be designed and located so that it does not impair the ability to interpret the historic character of the building or the overall area.
- Art shall be located so that it does not obscure or cause damage to character-defining features of the building.
- Utilize high-quality materials that promote the district as an area of high-quality design. For example, murals should use only exterior grade paints and surfaces should be properly prepared and sealed.
- Engage designs that are unique to Columbia. Designs that relate to the heritage and character of the community are encouraged.
- Murals shall be scaled to the property on which they are located.
- Luminescent and reflective paints and finishes are prohibited.
- Public artwork shall be maintained in good condition. Before painting, clean surfaces to provide a consistent bond. Provide protective anti-graffiti coatings. Aging murals to make them appear as older features of the district is prohibited.

7.18 MAINTAIN DISTINCTION BETWEEN PUBLIC ART AND SIGNAGE

- Content—particularly for murals—shall not depict a commercial product name, service name, business name, symbolic logo, or other such information

that could perceivably be construed as an endorsement or advertising for a particular entity, service, or product.

- Artist names shall be incorporated as discreet elements of the design, generally not exceeding 5% of the total area.

- Temporary murals or public works of art that are seasonal or related to specific events will be reviewed by the HZC on a case-by-case basis.

D BUILDING LIGHTING

7.19 MAINTAIN COMPATIBILITY IN SCALE AND CHARACTER WHEN SELECTING LIGHTING

- Historic light fixtures shall be retained, maintained, and repaired. Retaining historic features in their original location is strongly encouraged but relocation along the same building elevation may be considered.

- Fixtures shall be compatible with the character of individual properties in scale, placement, color, profile, and style.

- Fixtures shall be non-intrusive to the character of the building, adjacent properties, and the broader districts. Fixtures shall be shielded and directed downward to minimize light spillage.

- Fixtures shall be of metal. Fixtures shall have a dark matte finish unless they are of copper or bronze.

- The use of colored lamps in light fixtures is not appropriate and is discouraged. Using warm bulbs to minimize harsh lighting in the district is encouraged.

- Exposed conduit, wiring, and junction boxes are prohibited.

- Fluorescent tube lighting and flood lights shall not be placed on a street-facing elevation.

E UTILITIES AND SERVICE AREAS

7.20 PLACE MODERN SYSTEMS AND EQUIPMENT IN LOCATIONS THAT MINIMIZE THEIR IMPACT

- Ground-mounted equipment such as air-conditioning units shall be placed at the rear of a building.

- Roof-mounted mechanical or utility equipment, antenna, and satellite dishes shall be located toward the rear of secondary elevations or at the rear elevation to minimize its visibility from the right-of-way. If equipment will still be visible from the right-of-way, it shall be shielded behind screening to minimize its visibility.

- Connections and meters shall be located at the rear of a building.

- Installation of runs of ducts, pipes, or cables on the façade or a visible secondary elevation is prohibited.

- Installing window air-conditioning units on the façade or secondary elevations visible from the right-of-way is prohibited.

- Dumpsters shall be placed at the rear of a building and screened in accordance with local code.

ART VS. ADVERTISING

Content distinguishes art from signage. While signs specifically advertise a business, product, or service, artwork such as murals are designed to be solely artistic in nature. Artwork in the district cannot include trademarks, service marks, names, or other markings, patterns, or colors readily identifiable with a business, product, or service. The presence of any such element will necessitate review of the feature as a sign rather than public art.

CONTEXTUAL LIGHTING. Shielded, downward-facing lights such as the ones on this building are appropriate to the historic district and compatible with the aesthetic of the building.

7.21 INSTALL MODERN SYSTEMS AND EQUIPMENT IN A WAY THAT MINIMIZES DAMAGE TO FEATURES

a. Equipment shall be installed in such a way that it does not obscure, damage, or require removal of character-defining features. Historic features and materials shall be protected from inadvertent damage when installing systems.

b. Equipment shall be installed so that it can be removed in the future without damage to historic features.

c. Cutting holes in masonry on the façade or prominent secondary elevations or decorative features such as cornices shall be avoided.

d. Installing interior mechanical systems in a manner that requires the installation of drop ceilings or the partial filling in or covering over of historic window openings perceivable from the exterior is prohibited.

F ACCESSIBILITY AND SAFETY

7.22 MINIMIZE THE VISUAL IMPACT OF HEALTH AND SAFETY FEATURES

a. Features shall be appropriately scaled to the building with which they are associated.

b. Ramps and other means of access shall be located at a well-marked secondary entrance to the extent feasible and practical, particularly when entries must be widened to accommodate access. If placement at the façade is necessary, minimize the visual impact of the feature and changes to the building fabric.

c. Locate ramps and other means of access adjacent to the face of the building to the extent feasible and practical to minimize their perceived prominence.

d. Materials for ramps and other such features shall be the same as or similar to the materials on the building to effectively blend the feature into the landscape. Other materials will be considered on a case-by-case basis. Unpainted wood, solid masonry walls, wire, cable, and piping materials are prohibited.

e. Handrails, balusters, and other elements shall be simple in character and finish.

f. Lifts shall be located and installed to be as inconspicuous as possible. To the extent feasible and practical, lifts should recede into the ground, be built into a landscape feature, or screened from view from the right-of-way.

g. Methods of egress from upper-story entrances shall be located at rear elevations. Stairs shall be located along an elevation rather than extend perpendicular to a building to minimize their appearance. Stairs shall be of a material that complements the building's material palette.

For National Park Service guidance on accessibility standards see "Making Historic Properties Accessible" at nps.gov/tps/how-to-preserve/briefs/32-accessibility.htm.

7.23 MINIMIZE THE IMPACT OF HEALTH AND SAFETY FEATURES ON BUILDING FABRIC

a. Health and safety features shall have as little impact on the historic fabric of the building as possible.

b. Features shall be installed so that they do not require damage to or removal of character-defining features. Ramps or other means of access that require changes to an original or character-defining porch shall be avoided.

c. Features shall be installed so that they can be removed in the future without causing damage to character-defining features.

d. In cases where installation of a ramp or other means of access requires construction over an existing entry stoop or alcove, the feature shall be retained below the feature.

ACCESSIBILITY AND CODE REQUIREMENTS

The design guidelines are not descriptions of legal requirements or other responsibilities regarding health, safety, and accessibility. The property owner is responsible for ensuring that all projects meet applicable federal, state, and local requirements. Always consult appropriate codes, laws, and regulations before engaging a project related to health, safety, and access.

ACCESSIBLE FEATURES. To the extent feasible and practical, accessible features shall be located along the face of a building and be of a simple, non-intrusive character, as shown in this photograph. Such features shall not be used as a means to installing a decorative feature on a property.

8 SIGNAGE

PROMOTING VISUAL COMPATIBILITY

Designed primarily to convey information and attract the attention of potential patrons, signage is critically important to businesses and other entities that rely on visual recognition and public interaction. Signage is also an important element of a building or site's design and can complement the aesthetics of an area. However, signs that are not carefully designed have the potential to disrupt an area's character and be perceived as visual clutter, which undermines a business' efforts.

When incorporating signage into a historic district, achieving compatibility and harmony between a sign and the historic character of the area is paramount. Every historic building has different constraints and varied design solutions may be required to ensure compatibility with the character of a specific property. Signage needs may also vary by use. For example, a restaurant, home occupation, and art gallery will all differ in their needs. As such, signs should be tailored not only to the character of the building and surrounding context but also the function and needs of the particular entity.

All signage permanent and temporary will be reviewed by the HZC and Development Services staff on a case-by-case basis in consideration of applicant needs and the particular design context.

COLUMBIA SIGN ORDINANCE

All signs are regulated by the Columbia Sign Ordinance and must follow the applicable regulations for the appropriate district and sign type.

The HZC and Development Services staff have the authority to further review signage in historic districts to ensure it is compatible with the character of the area in which it is located as outlined in Appendix D. These guidelines communicate what is encouraged as part of the HZC's focus on high-quality, contextually-appropriate design.

Objective: Retain and preserve historic signage as features that contribute to the commercial and civic heritage of an area.

HISTORIC SIGNAGE

8.1 MAINTAIN AND PRESERVE HISTORIC SIGNAGE

a. Historic signs contribute to the character and significance of a building and district and shall be treated as character-defining features of a property.

b. Historic name plaques are integral to a building's fabric and shall be maintained, preserved, and repaired according to the guidelines.

c. Signs shall remain as they were originally designed. Modifying historic signage designs shall be prohibited.

d. Obscuring or otherwise diminishing the visibility of historic signage is inappropriate.

e. Replication or installation of a close copy of a documented historic sign can be considered an appropriate treatment for a particular building if it appropriately relates to the building's current use. Documentation shall be based on photographs, drawings, or other similar sources.

8.2 PRESERVE "GHOST SIGNS" AS CHARACTER-DEFINING DISTRICT FEATURES

a. "Ghost signs" shall be retained as they exist and allowed to fade. This guideline shall not, however, preclude building maintenance that may involve masonry restoration. All such work that would require alteration of a "ghost sign" shall be reviewed by the HZC prior to undertaking.

b. Overpainting, removing, or otherwise diminishing the visibility of currently visible "ghost signs" shall be avoided.

c. Repainting "ghost signs" so that they appear newer than they are conveys a false sense of historic and shall be prohibited.

d. "Ghost signs" exposed through demolition of an adjacent building does not preclude new construction on that lot. However, if no new building is planned, the exposed "ghost sign" shall be retained.

GHOST SIGNS. "Ghost signs" are faded remnants of advertising that was historically painted on masonry. While it may be tempting to touch up or overpaint such signs to renew their appearance, this creates a false sense of history and diminishes the integrity of the commercial district. Such signs throughout Columbia's commercial district are to be retained in place and allowed to age as part of the authentic patina of the area in which they are located.

For more information on historic signs and the importance of their preservation as part of the fabric of commercial and civic cores, see the National Park Service's preservation brief document "The Preservation of Historic Signs" at nps.gov/tps/how-to-preserve/briefs/25-signs.htm. For additional information on "ghost signs," see William Stage's book *Ghost Signs: Brick Wall Signs in America*.

Objective: Minimize the visual impacts of signage in primarily residential areas.

SIGNAGE IN PRIMARILY RESIDENTIAL AREAS

8.3 DESIGN SIGNS TO BE EFFECTIVE YET COMPATIBLE WITH THE CHARACTER OF THE DISTRICT

a. Signage shall not be visually intrusive, overwhelming, or incompatible with the significant features of a particular building, site, adjacent buildings, or the broader district.

b. Signs should not be mounted on balustrades, cover windows, or obscure, destroy, or diminish character-defining features.

c. Design should be simple in approach and promote readability. Materials, colors, and lettering should be uniform to promote a cohesive appearance.

d. Signs should generally reflect only the name, logo, or nature of the business, service, or entity. Signs that display national brand names or logos unrelated to the entity located in the building are prohibited

e. Sign shapes and sizes shall be compatible in size, scale, and in proportion to the building and area in which they are located.

f. Colors should be complementary to the scheme of the building and promote readability. Generally, signs with more than three colors are prohibited.

g. Signs shall be constructed of durable materials appropriate for the building, site, and district. Metal, wood, stone, and other such traditional materials are encouraged as are urethane and other synthetic materials that approximate traditional materials. Glossy plastics, vinyl, and reflective materials are prohibited.

h. Wall-mounted signs should be placed near a publicly accessible entrance and shall be on the façade. On converted residential buildings, signs generally should be attached to the first floor, suspended from a porch cornice, or centered between porch columns.

i. Window signs shall obscure no more than 20% of the glass. The average height of lettering and symbols should generally be no more than 6 inches.

j. Projecting signs shall be sized to not obscure architectural details. Projecting signs on converted residential buildings should be located at the first floor wall or on a porch post.

k. Ground-mounted, free-standing signs shall be scaled to maintain the pedestrian character of an area and placed so as not to block lines of sight in a given area or obscure public view of an entrance. Signs should generally be no taller than 5 feet unless documentary evidence exists to indicate the historical presence of a larger sign.

l. Placing free-standing signs in a landscaped area to soften their appearance is strongly encouraged.

m. Illumination of signage with low profile external fixtures that are directed away from the streets and adjacent properties are most appropriate. Screening ground-mounted lighting from view is strongly encouraged.

n. Internal illumination is prohibited as the plastic feel of internally-illuminated signs is incompatible with the character of primarily residential areas.

o. Neon and flashing signs shall be prohibited in primarily residential areas unless historical precedent exists for a particular business.

SIGNS IN RESIDENTIAL AREAS. Signs in primarily residential areas should be carefully evaluated in consideration of the surrounding context. Low-quality plastic signs, redundant signs, and inappropriately placed signs contribute to a sense of visual clutter that not only impacts the aesthetic of the building with which they are associated but also diminishes perception of the overall district.

Objective: Ensure new signs are harmonious with the character and heritage of the commercial district and promote pedestrian-oriented interaction.

NEW SIGNAGE IN THE COMMERCIAL DISTRICT

8.4 DESIGN NEW SIGNAGE TO BE A POSITIVE CONTRIBUTION TO THE DISTRICT

- High-quality designs that reflect a sense of permanence shall be used. "Off-the-shelf" stock signs and signs of impermanent materials such as vinyl shall be avoided.
- Designs shall complement the character of the building to which they are fixed. Signs that are icons unto themselves shall be avoided.
- Signs that are dimensional or appear dimensional are strongly encouraged as compatible elements of the landscape. Signs with flat, undistinguished elements are discouraged.
- Signs shall have a human scale and be oriented to the pedestrian. Signs above the second story of a building (or more than 20 feet above a sidewalk) shall generally be prohibited as they are not oriented to the pedestrian. Sign lettering on all signs shall be oriented to and legible from the pedestrian way.
- Signs that express creativity, diversity, and individuality are encouraged.
- Signs generally shall be concentrated at the street level close to a building's entrance.
- Signs shall only be placed on a portion of the building occupied by the person, business, or entity to which it relates.

8.5 DESIGN NEW SIGNAGE TO BE COMPATIBLE WITH A BUILDING'S CHARACTER

- Designs shall be compatible with a building's character and non-intrusive to adjacent buildings.
- Traditional locations such as signboards, storefront windows, and awnings shall be used. Pole signs, rooftop signs, billboards, animated signs, and outdoor advertising used for highway traffic are prohibited in the commercial district.

- Consider sign designs as an integral part of the building. Signs shall be compatible with the overall treatment and composition of the building.

- Signs shall be scaled to be subordinate to the building. Signage should generally be consistent with the prevailing size of comparable signage in the district. Overly large and ornamental signs contribute to visual clutter in the district and shall be avoided.

- Signs shall fit within the profile of the building. Signs that fall within the existing progression of a building's vertical and horizontal lines and utilize shapes consistent with traditional features are encouraged.

- Durable, exterior-grade materials that complement the palette of the building and district shall be used. Traditional materials (such as painted wood and metal) that reflect a sense of permanence are encouraged as are contemporary materials such as urethane board that are similar in appearance to historic materials. Rough and unfinished surfaces, reflective materials, plastics, and pressure-treated wood are not appropriate and are prohibited.

- Signs shall be installed so that they do not cover, obscure, or cause damage to character-defining features.

- Signs shall be installed so that they do not block or obscure doors, windows, or emergency exits or impair pedestrian traffic.

- Using existing mounting holes and sign positions wherever possible is encouraged so as to limit the creation of new holes in building materials. On masonry buildings, signage shall be attached through mortar joints (not the masonry face) or materials such as wood that are easily repairable.

WHAT DOES THE HZC LOOK FOR WHEN REVIEWING A SIGN?

In reviewing applications for new signage in the commercial district, the HZC and Development Services staff will evaluate the architecture and design of the building, site, and adjacent properties and determine whether the proposed sign is compatible with the area in type, placement, size, scale, materials, illumination, and installation in consideration of the guidelines.

While compatibility is paramount, the HZC and Development Services staff may elect to weigh certain attributes as more important than others in consideration of the sign's intended purpose. In general, signs can be separated into three classes based on their purpose:

- A primary sign is the main element conveying the name or function of an entity. A primary sign is the most dominant or important to a building and is typically prominently placed as a wall sign, projecting sign, or blade sign.

- A secondary sign complements the message of the primary sign. This could include smaller versions of the primary sign or a supporting element such as a slogan or icon. They are commonly located on awnings or in windows but may also be smaller projecting signs.

- An accessory sign is a small design element that supports operation of a business or other entity. They include, for example, menu boards, sandwich boards, and directories.

8.6 USE SIGN LETTERING AND COLORS THAT PROMOTE READABILITY

a. Sign lettering shall not detract from the visual character of the building or district. Lettering should generally be kept simple and the number of words or symbols limited to maintain the sign as easily legible, graphically clear, and free of clutter.

b. Signs shall have visual consistency in fonts and imagery. Overly complex signs that use more than two or three colors or typefaces are prohibited.

c. The use of symbols, logos, and other graphics are encouraged to reduce the need for excessive text. Such elements also contribute to the unique identity of a business or entity.

d. Sign lettering shall be legible but not out of scale with the specific sign, building, or district. Lettering should generally not exceed 18 inches in height on any sign unless the characteristics of a building warrant a larger typeface.

e. Signs shall have sufficient color differentiation and contrast between lettering/symbols and backgrounds to make the content legible.

f. Colors that complement a building's façade materials and trim colors are encouraged.

g. Mounting brackets shall complement the sign color or be a darker color authentic to the material.

SIGN COMPATIBILITY. The guidelines encourage creativity alongside compatibility. Signs that are appropriately designed and scaled not only complement a building's aesthetic but also allow the business or entity to express its unique identity.

8.7 DESIGN ACCENT LIGHTING TO ENHANCE NOT OVERWHELM SIGNAGE

a. Lighting intensity shall be compatible with the location, setting, and character of the building and site. Lighting shall be sufficient to allow for the identification of a business but not detract from the character of the building or streetscape.

b. Colored lights shall generally be avoided as they are not compatible with the area's heritage.

c. Lighting shall be directed toward the sign and shielded to minimize light spill onto adjacent areas and properties. Shielded warm lights are most appropriate.

d. Lighting fixtures shall be appropriately scaled to the building and sign. Fixtures shall be hidden from view or finished in a dark matte color so as to minimize their appearance. All required conduit and junction boxes shall be hidden from view.

e. Buildings along arterial streets oriented in part toward automobile traffic and certain types of facilities (such as theaters and public buildings) may provide an appropriate setting for greater levels of illumination. Requests will be considered by the HZC and Development Services staff on a case-by-case basis.

GUIDELINES FOR SPECIFIC SIGN TYPES

The following section provides guidelines for the design and installation of specific sign types common to Columbia's commercial historic district. Discussion of specific types does not however preclude the potential appropriateness of a different sign type. Each sign will be evaluated based on its individual merits and the surrounding context.

Design of a specific sign requires careful consideration and involves input from a property owner and designer or sign manufacturer. When applying for a COA for a sign project, a scaled drawing or photograph depicting the sign's size, lettering, layout, artwork, and colors shall be provided to the HZC and Development Services staff alongside a scaled drawing or photograph depicting the sign's proposed location. The following steps are encouraged in designing a sign:

- Review the guidelines as part of the decision-making process. Talk with Development Services staff if there are specific questions.
- Consult historic photographs of the building and broader area for context on traditional sign types.
- Review the type, placement, and design of signs on surrounding buildings for visual cues.
- Review the Historic District Design Guidelines to make sure you are in compliance with its requirements.
- Submit a sign and COA application to the HZC and Development Services staff for review.

WHY ARE SOME SIGN TYPES PROHIBITED?

The sign guidelines are intended to promote and enhance the traditional character of Columbia's central business district as a vibrant, thriving commercial core that caters to pedestrians. The sign guidelines are not intended to limit creativity or opportunities for the business owner but rather encourage creativity and entrepreneurship in a way that promotes the district as an area of high-quality, engaging design. Such a concept promotes use of the commercial district by residents and visitors alike and ultimately enhances a business' efforts to attract patrons.

Given the goal of the historic district, there are certain types of signs that are prohibited. These signs are not compatible with the retail and civic heritage of the area, disrupt the character of the district, and contribute to a sense of visual clutter that drives away potential patrons and undermines a businesses efforts.

PROHIBITED SIGN TYPES

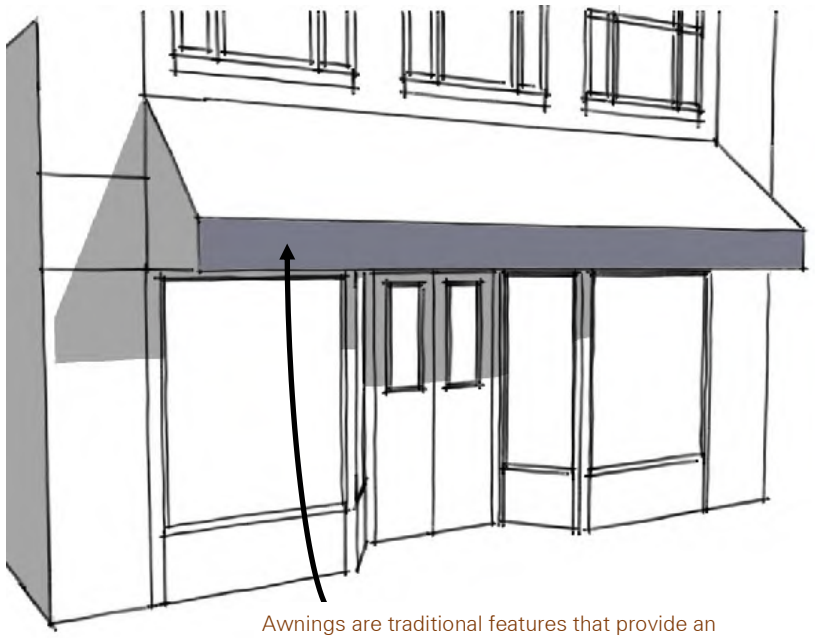
Approvals shall not be made for the following sign types unless there are specific circumstances that warrant consideration of unusual factors:

- Pole signs
- Roof-mounted signs and billboards
- Signs of vinyl lettering (excluding window signs), heat transfers, or stick-on lettering
- Internally-illuminated signs (including back-lit plastic cabinet signs and channel lettering)
- Animated or video signs
- Flashing, intermittent, or strobing lights
- Illuminated awnings or canopies
- Channel letter or neon-appearing "Open" signs
- Signs with prominent exposed boxed raceways or mounting
- Inflatable signs
- Wind signs

AWNING/CANOPY SIGNS

Awnings and canopies provide historically appropriate signage locations. Such signage is generally most appropriate on buildings where wall signs would obscure character-defining details, buildings without a specific sign band area, and as an accent to other primary signs. Awnings and canopies must also meet the guidelines identified in Section 5: Commercial Buildings.

- Traditional triangular-shaped awnings are encouraged. Rounded awnings and flat mounted awnings are discouraged unless they can be demonstrated to have existed historically.
- Use high-quality canvas or a similar material for awnings to promote readability. All materials shall be colorfast and fade resistant. Vinyl and plastic materials are prohibited.
- Awning and canopy signs shall be in traditional locations such as above doors, windows, and walkways.
- Sign content shall be placed only on the valance or side panel of an awning. No sign shall extend beyond the edges of the awning.
- Canopy signs may extend above or below the canopy if it meets all other guidelines. Signs shall not extend beyond the overall length or width of the canopy.
- Signs shall use legible typefaces.
- Scale the length and height of lettering to the width of the storefront or opening covered by the feature. In general, lettering should not exceed 80% of a valance height and shall not exceed a total of 30 sq. ft.
- Signs on awnings shall be integrated into the feature. Attaching a fabric patch that has a sign painted on or sewn into it onto an existing awning is prohibited.
- Awnings shall not be backlit or internally illuminated.



Awnings are traditional features that provide an appropriate location for signage. Using signage on the valance of an awning alongside complementary window graphics is a particularly effective means of conveying information to patrons.

Wall signs are common features of the historic district and are compatible with the retail heritage of the area. Many buildings have a dedicated sign band or frieze between the first and second stories, which provides an ideal location for signage. Storefront piers may provide an appropriate location for vertical wall signs in the absence of other blank wall surfaces.

WALL SIGNS

Wall signs include flat signs mounted to the face of the building and individual letters mounted directly on the face of a building or sign backer board. Wall signs are most appropriate when installed at the location of traditional sign bands, just above the storefront. In the absence of a distinguished sign band, a flat continuous wall surface (unbroken by windows or doors) provides an appropriate location.

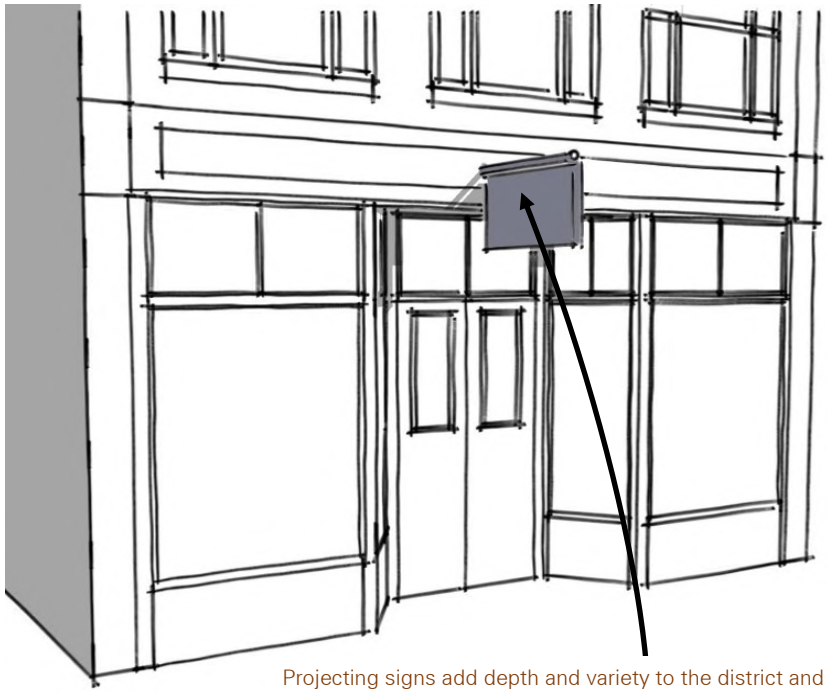
- Wall signs shall be oriented to the pedestrian and located in traditional locations such as above the storefront or street-level windows. For multi-story buildings, walls signs shall be located below the second-story windows unless there is historical precedent for another location. Aligning wall signs with other buildings on the same block is encouraged.
- Wall signs shall be shaped and scaled to be compatible with the building, its storefront, and nearby architectural features. Horizontally-oriented rectangular signs are most appropriate. Vertical wall signs may be considered only on storefront piers in the absence of another appropriate location.
- Well-crafted artful signs are encouraged. Select one or two durable materials, subdued colors, and clear typefaces.
- Wall signs shall maintain a shallow depth. Design signage to sit within rather than forward of a building's architectural features.
- Wall signs shall respect fenestration patterns and not obscure or cover character-defining feature.
- Per the sign ordinance, wall signs shall be limited to 2 sqft per linear foot of a building street façade or tenant space, not to exceed 40 sqft on any one façade or 90 sqft. total per building. In general, it is recommended that a wall sign not exceed 1 sq. ft. per linear foot or tenant space.
- In general, lettering should not exceed 80% of the total sign height to allow for distinction of the sign edge or border.

WINDOW AND DOOR GRAPHICS

Window and door graphics may be either vinyl transfers, painted on, or hung inside the glass. Such graphics are typically used as a secondary sign or set of signs that complements other types of signage. They are particularly useful for reinforcing branding concepts and drawing pedestrian attention to the storefront.

- Window and door graphics shall be appropriately scaled to the opening to maintain transparency and encourage public interaction. Per the Historic District Design Guidelines, graphics shall not cover more than 20% of any area of glass or window.
- In general, designing graphics so that individual lettering does not exceed 12 inches and that all lettering across the graphic has an average height of no more than 8 inches is recommended.
- Sign lettering and graphics shall be oriented to visibility by pedestrians. Locating graphics with a centerline height of approximately 5.5 ft. above the sidewalk is encouraged.
- Using clearly printed lettering of no more than two typefaces and eye-catching graphics is recommended.
- Neon and mass produced illuminated signs are prohibited in windows within 3' feet of the closest window face. Signs shall be static in appearance with no flashing, blinking, or other forms of changes in light intensity.

Window graphics are encouraged, particularly when used to complement primary signage. Appropriately scaled and placed window graphics add texture to the pedestrian streetscape and draw the attention of patrons inward toward the business.



Projecting signs add depth and variety to the district and provide an effective means for a business to express its unique identity. Engaging complementary colors and a traditional material palette can also enhance the aesthetics of a property and contribute to business branding.

PROJECTING SIGNS

Projecting signs (blade signs and pendant signs) are two-sided signs that are mounted on brackets or a horizontal member and extend out from the building face over the sidewalk. They are pedestrian-oriented signs that are most appropriate near an entrance or at a building corner.

- Projecting signs shall be mounted near a building's primary entrance or just to the side of it. Corner properties may place a projecting sign at the corner instead of at the building entrance.
- Projecting signs shall be oriented to the pedestrian and mounted no higher than the bottom of second-story windows. If a building does not have a second story, adjacent buildings should be used for reference. Projecting signs shall have a minimum of 7.5 ft. clearance above the sidewalk.
- Signs shall be scaled to the height and mass of the building.
- Signs shall be colorfast and resistant to corrosion.
- Signs shall not obscure or intrude upon character-defining features, other signs, windows, doors, or emergency exits.
- Signs shall provide sufficient space between the sign and wall plane (no less than 3 inches) to distinguish it as a separate visual element. Signs shall project no more than 4 ft. from the face of the building or two-thirds the width of the sidewalk, whichever is more.
- Using styles, shapes, colors, and materials that are complementary to the building is encouraged.
- Mounting brackets and horizontal members shall be simple in character and complementary to the sign design.
- In general, designing signs so that lettering is no more than 12 inches in height is encouraged.
- Per the sign ordinance, projecting signs shall not exceed 8 sq. ft. per sign face. Signs that fall within the range of 4-6 sq. ft. per sign face are generally most appropriate.

SANDWICH BOARDS

Sandwich boards are free-standing, self-supporting, A-frame signs that are not secured to a building or the ground. They are placed on a sidewalk near the primary entrance and intended to be taken inside after business hours.

- Right of Way permit approved by Development Services staff.
- Only one sandwich board shall be allowed per building.
- Signs shall be constructed of durable materials that present a finished appearance. Wood signs are encouraged.
- Designs that complement the character of the building and other signage on the building are encouraged.
- Signs shall not exceed 3 ft. in height or 6 sq. ft. in area.
- Signs shall be placed so as to maintain a minimum sidewalk clearance of 4 ft.
- Signs shall not be illuminated or contain moving parts.
- Signs shall be removable and taken inside a building after hours. Chaining of signs to trees, lights, or street furniture is prohibited.

Sandwich boards provide a convenient way for businesses to convey information that changes on a frequent basis, such as a restaurant's specials or the details of a sale at a boutique.

Directory signs and menu boards require clear visibility to serve their purpose. Placing such signs on unobstructed piers next to the storefront is typically the most appropriate way to display the information without being intrusive to the building's design.

MENU BOARDS AND DIRECTORY SIGNS

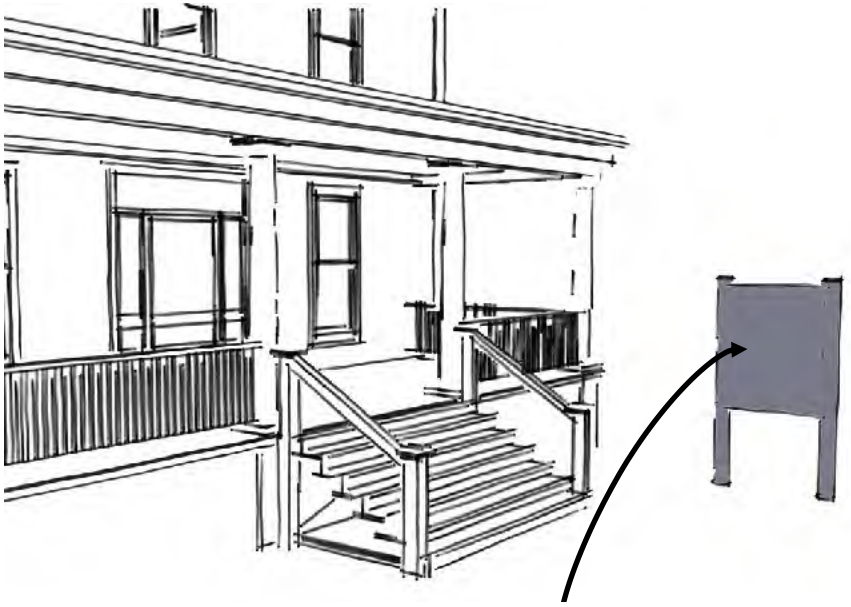
Menu boards are wall-mounted framed enclosures that display a restaurant's menu while directory signs are wall-mounted panels that display the names and locations of two or more tenants that share a common entrance.

- Menu boards and directory signs shall be positioned so as to avoid obscuring or damaging architectural details.
- Menu boards shall be no larger than 5 sq. ft.
- Menu boards shall be constructed of wood and have a front panel of safety glass or acrylic glass.
- Menu boards shall be mounted near the public entrance.
- Menu boards shall not have any other identification or signage displayed on the case or painted on the front panel.
- Consolidating individual tenant signs for a multi-tenant building into a single directory sign is strongly encouraged to minimize potential visual clutter and make it easier for patrons to identify individual tenants. In the absence of a single directory sign, signage for multiple tenants should be coordinated, aligning several smaller that match in size, color, and forms for a unified appearance.
- Directory signs shall generally not exceed 6 sq. ft. unless a large number of tenants warrants a larger sign.
- Directory signs shall be mounted near a common entrance.

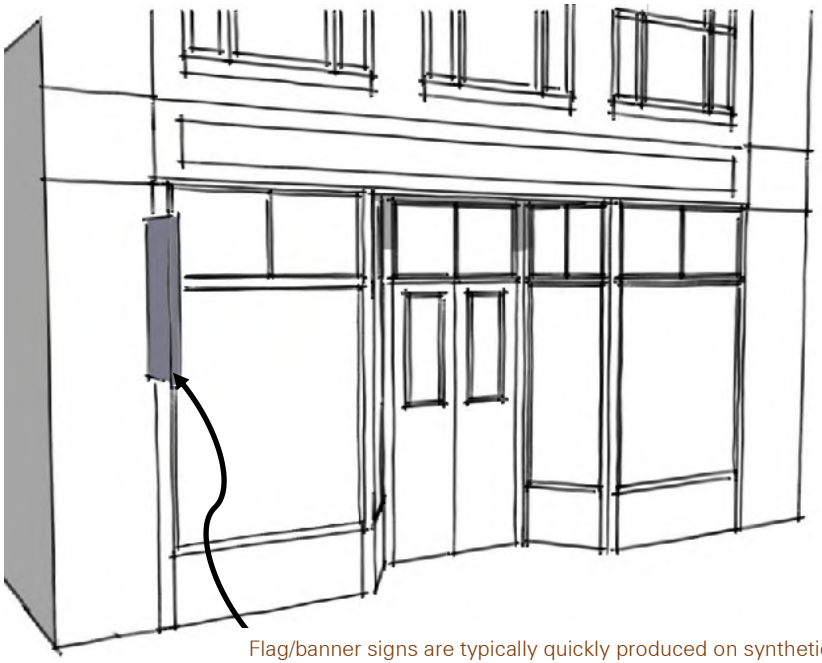
GROUND-MOUNTED SIGNS

Ground-mounted signs are typically associated with residential buildings converted for commercial purposes or commercial buildings located along automobile-oriented corridors. Such signs are typically located in front of a building at a driveway or parking lot entry. As such signs are oriented to motorists and not pedestrians, ground-mounted signs are only allowed in arterial areas and are prohibited along the blocks facing Main Street, Public Square, and 7th Street between Garden Street, and Woodland Street, plus 6th Street, and 8th Street.

- Signs shall be limited to one per location.
- Signs shall be placed so that they do not impede traffic or pedestrians. In general, all parts of the sign should be setback at least 2 ft. from a property line or sidewalk which ever is greater.
- Signs shall be scaled to the building, site, and adjacent properties. Signs shall not block lines of sight along a corridor.
- Signs shall be oriented perpendicular to the sidewalk so that they are easily viewed by passing pedestrians and motorist. Additional orientations request shall be reviewed on a case-by-case basis.
- Traditional materials are strongly encouraged. Painted wood or stone, rock-faced block, brick, are most appropriate for ground-mounted signs. Plastics are prohibited.
- Locating such signs in landscaping to soften their appearance is strongly encouraged.
- Elaborate signs that compete with the surrounding architecture or streetscape shall be prohibited.
- Internally illuminated signs are prohibited.
- Sign dimensions shall be no more than 8'ft in height and 32 square feet in sign face area for commercial and no more than 5'ft in height and 20 square feet in sign face area for residential.
- Buildings along arterial streets oriented in part toward automobile traffic and certain types of facilities (such as theaters, strip centers, and public buildings) may provide an appropriate setting for larger and multiple sign applications per site. Requests will be considered by the HZC and Development Services staff on a case-by-case basis.



Because pole–mounted and ground-mounted signs require vacant lot space and are designed primarily to attract the attention of passing motorists, they are not compatible with property at the core of the commercial district. Such signs should only be considered on fringe properties along arterial streets and only if they are designed and located to minimize visual impacts on the



Flag/banner signs are typically quickly produced on synthetic materials and not compatible with the goal of promoting high-quality design that conveys a sense of permanence. Their use should be limited in the district and their placement should be carefully considered so as not to disrupt lines or sight or intrude on a building's character.

FLAG, BANNER AND TEMPORARY SIGNS

These signs are generally quickly produced on cheaper materials such as vinyl. They are often temporary and associated with a particular event although they may relate to a more permanent aspect of a business. Signs are reviewed by staff and a COA is granted though the application process.

- Only one sign per location shall be allowed.
- Banners shall not exceed 10 sq. ft and project no more than 2 feet from the wall.
- Signs shall be installed so that they do not cause damage to a building or obscure architectural features, windows, or doors. Securing banners with ties is most appropriate.
- Canvas and other such fabrics are encouraged as a more attractive alternative to vinyl.
- Signs shall not have any associated light fixtures.
- Signs shall be located at the first story.
- Signs associated with a particular event (including a sale) shall be allowed for a maximum of 90 days at a time.

CAN I USE NEON?

Neon signs began appearing in the 1920s and were widely popular through the mid-20th century, including in Columbia. Selective use of open-faced custom neon tubing is allowed in the commercial historic district for wall and freestanding signs in accordance with the following guidelines:

- Neon shall be permitted only on projecting signs and only if the sign is compatible with guidelines for projecting signs in this document, including compatibility of sign size, scale, colors, and placement and individual components such as lettering and logos.
- Neon is prohibited on buildings built prior to 1920 unless the building was substantially altered in the past to have a c. 1920s-1950s appearance or the applicant can provide a photograph of the building using a neon sign prior to c. 1950.
- Neon signs shall not exceed 25% of all buildings in the district.
- Signs shall be unique to the business or entity occupying a building. Mass-produced and stock neon signs are prohibited.
- Neon shall only be used to illuminate the name or logo of a business on a primary sign. Signs shall include a combination of neon and non-illuminated elements. No more than three colors shall be used on any sign, including tubing and any backing materials. Neon components shall be restricted to one color. A sample or photograph of the proposed type of neon illustrating its intensity and color shall be submitted with the COA application.
- Neon shall be steady. Flashing, blinking, or other forms of changes in light intensity are prohibited.
- Transformers, backing plates, and other devices shall be hidden from view from the right-of-way.
- Neon shall be used as a signage element and not as decorative trim on a building, window, or other feature.
- Neon shall be turned off during daylight hours and when a business is closed.

NON-CONFORMING SIGNS

Non-conforming signs installed prior to these guidelines may continue to be used and repaired with alteration. However, any alterations to a non-conforming sign structure such as supports or removal of a cabinet shall be deemed an abandonment of the non-conforming status of the sign, in which case the sign shall be removed or brought into conformance with the guidelines.

- The guidelines do not preclude keeping a non-conforming signs in good repair. Property owners are still required to appropriately maintain non-conforming signs in accordance with property maintenance standards.
- Non-conforming signs shall not be structurally altered or reconstructed.
- Non-conforming signs shall not be enlarged nor shall illumination of an non-conforming sign be increased.
- Internally-illuminated signs shall only be refaced with an opaque or non-illuminated background that allows for illumination of text and/or a logo. Such signs shall be constructed to eliminate all light spillage from the top, bottom, sides, and back of the sign. White outlines around letters are appropriate provided they are in proportion with the remainder of the letter.
- In the event that a property is no longer used for the purpose associated with a non-conforming sign, the sign shall be removed by the owner or lessee of the property within 1 year.

Royal Blue
$3.50 Shoe.

9 DEMOLITION AND RELOCATION

CAREFULLY MANAGING IRREVERSIBLE ACTIONS

The City of Columbia takes demolition (in whole or in part) and relocation of contributing resources within the city's historic districts very seriously. These actions irreversibly alter the fabric of our community and disrupt the integrity of our historic districts.

Excluding emergency situations where a building must be demolished for safety reasons, property owners are strongly encouraged to work with Development Services, the HZC, the Tennessee Historical Commission, and local partners to explore potential alternatives for the building. No demolition shall occur unless ordered by a court or code enforcement or approved by the HZC.

Likewise, relocation of contributing resources must be carefully considered. Relocation is an expensive and complicated process that impacts not only the original site but also the relocation site. As a general rule, relocation of a historic property is prohibited unless the building is threatened with imminent demolition and there is a redevelopment plan for the vacated lot. Relocating a building and leaving a vacant lot in a historic district is strongly discouraged.

DEMOLITION BY NEGLECT

"Demolition by neglect" refers to the gradual deterioration or destruction of a historic property through abandonment or lack of maintenance, leading to health and safety violations and potentially sending a property beyond the point of repair.

The City's zoning ordinance requires that owners of historic properties "not allow conditions of neglect to occur" on properties and grants power to the Zoning Administrator to investigate allegations of demolition by neglect (see Reference "B") for conditions of neglect. Property owners who receive a finding of demolition by neglect may be subject to civil penalties and a court order to bring a property into compliance with applicable property maintenance standards.

Objective: Minimize the potential for demolition in Columbia's historic districts.

NON-CONTRIBUTING RESOURCES

These guidelines are intended primarily for contributing resources in the city's historic districts. Non-contributing buildings generally have more lenient thresholds for approval of demolition at the discretion of the HZC.

DEMOLITION

9.1 CAREFULLY CONSIDER THE EFFECTS OF DEMOLITION PRIOR TO PURSUING APPROVAL

- Historic properties shall be maintained and preserved. Demolition of contributing resources shall generally be prohibited.
- Evaluating alternatives to demolition and working with Development Services and the HZC prior to seeking approval for demolition is strongly encouraged. Such alternatives may include pursuing adaptive reuse strategies, selling the property to another party, or mothballing (neutral use buildout) of the building until a new use can be identified.
- Efforts to identify alternatives to demolition shall be documented such as professional structural reports, and staff reviews which shall be submitted as part of the request for demolition made to the HZC.

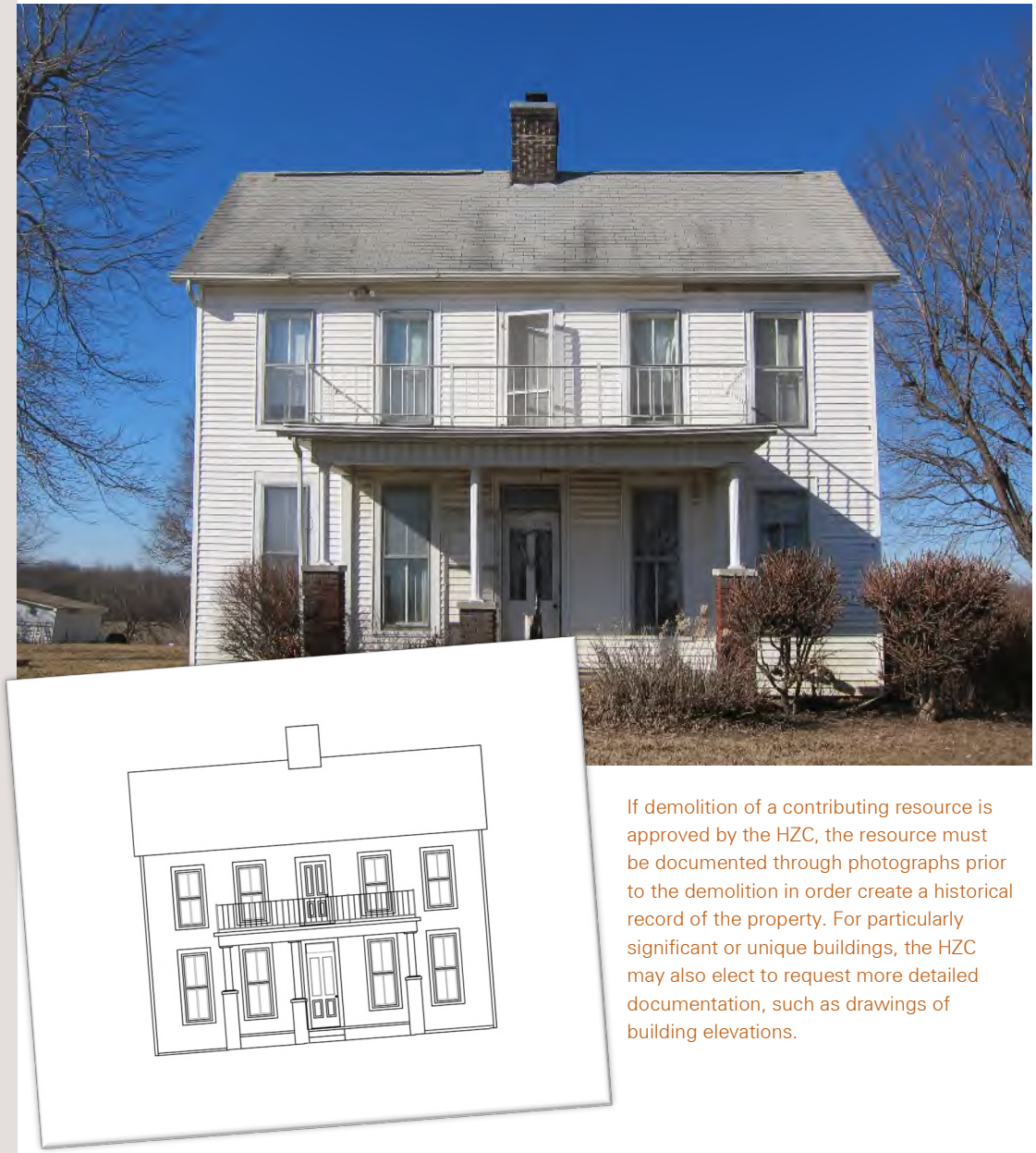
9.2 WHERE DEMOLITION IS APPROVED, CARRY OUT THE ACTION WITH RESPECT TO THE BUILDING, SITE, AND DISTRICT

- Salvaging intact and significant architectural materials and features such as windows, doors, hardware, and siding that could be used on other buildings is strongly encouraged.
- Protect significant site features such as mature trees and masonry walls from inadvertent damage. Promptly clear the site of all debris following demolition. Property owners shall ensure there is no damage to neighboring properties.
- Redevelopment plans for the site shall be compatible with the existing character of the district. All redevelopment plans within the boundary of the historic district in which the demolition occurs shall be reviewed and approved by the HZC in accordance with the guidelines.
- A permanent record of the property shall be created prior to demolition. This generally includes photographs but also may include documents such as drawings that illustrate the building's character. The HZC will determine on a case-by-case basis the level of documentation required in consideration of the character and significance of the building being demolished.

CONSIDERATIONS FOR APPROVAL

The HZC will critically evaluate all proposed demolitions. The following may be considered prior to making a determination regarding a proposed demolition:

- The architectural and historical significance and uniqueness of the building, individually and as a part of the district in which it is located.
- The presence or lack of architectural integrity.
- Potential negative impacts of the demolition on adjacent properties or the character of the district.
- The structural instability or deterioration of a property, including the circumstances under which a property has been allowed to fall into a state of disrepair. If structural deficiencies are cited as the reason for demolition, property owners are required to provide a report prepared by a structural engineer or registered architect detailing a property's physical condition, reasons why rehabilitation is not feasible, and cost estimates for rehabilitation versus demolition.
- Public safety and welfare needs.
- Any applicable claims of economic hardship that have been submitted to the HZC. (Reference B)
- Efforts to evaluate alternative solutions such as adaptive reuse, selling of the property to another party willing to use the building, and relocation.
- Efforts to salvage intact materials for use elsewhere by the applicant or other property owners.
- Proposed plans for the vacated site, including their compatibility with surrounding properties and the broader landscape of the historic district.



If demolition of a contributing resource is approved by the HZC, the resource must be documented through photographs prior to the demolition in order create a historical record of the property. For particularly significant or unique buildings, the HZC may also elect to request more detailed documentation, such as drawings of building elevations.

Objective: Limit relocation unless there are no other feasible and practical options for a building's survival.

RELOCATION

9.3 CONSIDER ALL ALTERNATIVES PRIOR TO PURSUING RELOCATION OF A BUILDING

- Evaluating potential reuse strategies or sale opportunities prior to pursuing relocation is strongly encouraged.
- Relocation of contributing resources shall be considered only as a last resort when a building is faced with demolition. Relocating buildings that are not threatened with demolition or redevelopment is prohibited.
- Relocating a building due to proposed demolition when there are no plans for redevelopment of the site is strongly discouraged. Relocation shall not be used as a means to create vacant lots.

9.4 WHERE RELOCATION IS APPROVED, MINIMIZE IMPACTS TO THE SITE AND DISTRICT

- Significant site features such as mature trees, fences, and masonry walls on the original site, relocation site, and along the route of the move shall be protected. If significant site features must be removed to relocate a building, they shall be reinstalled following the move.
- Significantly altering the existing topography of the site to facilitate relocation shall be avoided.
- Adjacent properties at original and relocation sites shall be protected from inadvertent damage.
- A building shall be relocated to an area where it is compatible with the style, age, design, composition, and massing of existing buildings.
- Relocating buildings to a vacant lot in a different historic district should be carefully considered as this can convey a false sense of history.
- Buildings shall not be relocated to a site that requires demolition, relocation, or significant alteration of another historic property.

9.5 RESPECT THE DESIGN INTEGRITY OF THE BUILDING WHEN UNDERTAKING RELOCATION

- A building shall be documented through photographs in its original setting prior to relocation.
- The building shall be protected before, during, and after the move by thoroughly evaluating its structural condition and properly securing it from vandalism, exposure to weather and adverse conditions, and shifting during the move.
- To the extent feasible and practical, buildings shall be relocated in one piece rather than being partially dismantled prior to relocation. If partial dismantling is required, all parts shall be labeled and photographed prior to the move to facilitate reconstruction at the relocation site.
- The original orientation of the building shall be maintained when the building is placed on the new site.
- The original elevation (height above ground) of the building shall be maintained when the building is placed on the new site.
- The setback of the building at the new site shall approximate the original setback or otherwise be consistent with buildings in the new location.

CONSIDERATIONS FOR APPROVAL

The HZC will critically evaluate all proposed relocations. The following may be considered prior to making a determination regarding a proposed relocation:

- Potential threats facing the building, including demolition and redevelopment.
- The architectural and historical significance and uniqueness of the building, individually and as a part of the district in which it is located.
- The structural integrity of the building and its ability to withstand the impacts of relocation.
- The integrity of the original setting in which the building is located.
- Potential negative impacts of the relocation on adjacent properties, site features, or the character of the district from which it is being removed.
- Relocation plans, including the degree to which a building will have to be disassembled to facilitate a move.
- The character and compatibility of the relocation setting, particularly if the building is being relocated within or to another historic district.
- Proposed plans for the vacated site, including their compatibility with surrounding properties and the broader landscape of the historic district.

WOLF

(A) FREQUENTLY ASKED QUESTIONS

WHAT IS THE HZC?

The Historic Zoning Commission (HZC) is a city functioning committee operating under the City of Columbia Zoning Ordinance to oversee protection of historic districts in the city. HZC meetings are public and everyone is welcome to attend.

DOES MY PROJECT REQUIRE REVIEW?

If you are proposing changes (beyond routine maintenance) that affect the exterior appearance of your property and it is located in a local historic district, then yes. You must receive a Certificate of Appropriateness before you begin work.

If you are completing routine maintenance or interior work, you do not need to go through the review process.

WHEN SHOULD I BEGIN THE PROCESS?

Early coordination with Development Services staff is recommended to avoid unnecessary delays and expenditures of time, money, and energy. It is recommended that you begin the process at least one month prior to the date that you intend to submit your application for your project review.

HOW LONG DOES THE PROCESS TAKE TO COMPLETE?

The timeline for design review depends on the nature of the project but planning at least one month for design review is recommended. For minor projects that meet the design guidelines, staff can administratively approve a project, which means that the applicant does not need to go before the HZC. For all other projects that require review by the board, the design review process is guided by a set monthly calendar that allows for consistent review and meeting timelines. Early coordination and making sure that you submit all necessary application materials are the best ways to ensure that the process does not slow down unnecessarily.

DO I NEED A PROFESSIONAL CONTRACTOR?

You are not required to hire an architect, engineer, or other contractor for an HZC application. That said, complex projects that require the submission of scaled drawings or renderings typically benefit from the services of a professional. Contractors can also help you identify potential opportunities and design strategies that may not readily be apparent.

WHEN CAN I BEGIN MY PROJECT?

For projects that affect the exterior appearance of a property, you may begin your project upon receiving a Certificate of Appropriateness and obtaining any required building permits or other approvals from planning and zoning.

AM I REQUIRED TO RESTORE MY PROPERTY?

No, the design guidelines do not require a property owner to restore a property to its original condition nor do they dictate that property owners must do unplanned work.

WHAT IF THERE IS AN EMERGENCY?

If a project requires an emergency repair or stabilization due to uncontrollable events such as a fire, tree collapse, or severe weather, an emergency permit can be issued without project review by the HZC. You should notify Codes staff as soon as possible when there is an emergency condition warranting immediate action.

WOLF

(B) APPLICATION REQUIREMENTS

In order for a project to be reviewed by Development Services staff or the HZC, the project applicant must submit a completed application that appropriately details the proposed scope of the project. This application is a standardized form required for all projects, which is designed to gather basic data about the scope of a project.

In addition to the application form, additional materials will be needed depending on the scale and complexity of your project. Submittal requirements for common projects are listed here, but project applicants are encouraged to contact Development Services staff prior to gathering materials to make sure that you are providing all of the required information.

Development Services staff and the HZC reserve the right to ask for additional support materials.

ALL PROJECTS

- Completed application form
- Map with the location of property marked
- Detailed project description
- Photographs of the proposed project location

MURALS AND PUBLIC ART

- Applicants will submit qualifications for a project through evidence of their past work and experience related to the request.
- Submissions shall include renderings of proposed artwork
- Plot Plan showing placement of art

EXTERIOR REHABILITATION

- Drawings showing proposed alterations
- Description of proposed materials
- Detailed photographs of proposed area of work on the building
- Photographs of proposed area of work from the right-of-way
- If restoring to an earlier appearance or reconstructing a missing feature, photographic and/or documentary evidence providing the basis for the proposed design

NEW CONSTRUCTION AND ADDITIONS

- Site plan with existing and proposed construction indicated, materials labeled, and setbacks labeled
- Elevation drawings
- Lot survey
- Photographs of the project location
- Photographs of proposed area of work from the right-of-way
- General photographs of adjacent properties
- For additions, photographs of the existing building

LOT SUBDIVISION/CONSOLIDATION

- Plat prepared by professional land surveyor

FENCES AND SITE CHANGES

- Site plan with existing and proposed features
- Description of proposed materials
- Photographs of the project location

RELOCATION

Note that all applicants proposing relocation must meet with Development Services staff prior to submitting an application.

- Detailed discussion of rationale for relocation
- Photographs of the property
- Photographs of the proposed relocation site
- Lot survey
- Plan of proposed building site showing location, orientation, and associated site features
- Any relevant architectural/engineering studies

DEMOLITION

Note that all applicants proposing demolition must meet with Development Services staff prior to submitting an application.

- Cost estimates to renovate the building, prepared by an architect or professional estimator
- Any reports on the structural integrity of the building
- Documentation of any efforts to seek alternative outcomes

MURALS AND PUBLIC ART

- Proposed idea or theme as a sketch or rendering showing dimensions, color, textures, and materials
- Photograph of the site location
- Photographs of adjacent areas
- Letters from the property owner indicating approval of the installation (if the applicant is not the property owner)
- If installing art off building, a site plan depicting proposed locations and relationships to surrounding features
- Maintenance plan for care of the art over its anticipated life

NEW SIGNS

- Detailed description of the proposed sign, including content and materials
- Rendering of the proposed sign depicting its shape, colors, lettering, style, graphics, and dimensions
- Photographs showing the proposed sign location
- Photographs of any existing signs on the property
- If installing sign lighting, drawings/ photographs showing the type of lighting and its proposed placement
- If proposing neon, photographs or examples illustrating the neon's color and intensity

WOLF

(C) GLOSSARY

ADDITION: New construction attached to an existing structure.

ALTERATION: Any construction, replacement, or change to the exterior of a building that is visible from the public right-of-way.

APPROPRIATE: Meaning especially suitable, compatible, or fitting. Changes to historic properties are evaluated for "appropriateness" during the design review process.

APPURTENANCES: The visible, functional objects accessory to and part of buildings.

ARCH: A curved or pointed opening in a wall, usually masonry, supported at either end by piers or pillars and spanning a passageway or open area such as a door or window.

ARCHITECTURAL FEATURE: A prominent or significant part of a building, structure, or site.

ARCHITRAVE: Lowest of the three main parts of the entablature. It sits directly on the capital of a column.

ASPHALT SHINGLE: A composition shingle with an asphalt-impregnated felt base, surfaced with mineral granules.

AWNING: A roof-like cover that projects from a building and is designed to protect from weather.

BALUSTER: A vertical member under a railing. It fills the opening between a handrail and the stair or floor.

BALUSTRADE: The entire railing system comprised of a series of balusters connected on top by a handrail.

BARGEBOARD: A decorative, carved board attached to the projecting edge of the rafters under a gable roof. Also known as vergeboard.

BAY: Repetitive divisions into which a building is divided.

BAY WINDOW: A window that projects from the plane of the wall.

BEAM: Horizontal structural member designed to support loads.

BONDING PATTERN: Repeating arrangement of masonry into various patterns.

BRACKET: Projecting support member found under eaves or other overhangs. May be only decorative or may be used to support weight.

BUILDING: Any structure designed or constructed for residential, commercial, industrial, agricultural, or other use.

CABINET: A fixed sign structure consisting of a frame and face. May include illuminated components.

CAPILLARY ACTION: Pulling of water through a small opening or fibrous material by the adhesive force between the water and the material.

CAPITAL: The upper, decorated portion of a column or pilaster.

CASEMENT WINDOW: A window that is hinged on one vertical edge.

CAST IRON: Iron/carbon alloy that is poured as a hot liquid into molds to give it form. It can easily be cast into almost any shape, but it is too hard and brittle to be shaped by hammering.

CAULKING: Method of filling with an elastic compound all of the small crevices, holes, and joints between different materials that cannot be sealed by any other method.

CAUSTIC: Capable of burning, dissolving, or eating away by chemical action.

CEMENT: Any material or mixture of materials (such as clay and limestone) that is allowed to harden in place. Cement is often combined with an aggregate (such as sand or gravel) to form concrete.

CERTIFICATE OF APPROPRIATENESS: The permit issued by the HZC that gives its approval for work to be done in the historic overlay district.

CERTIFIED LOCAL GOVERNMENT: A government meeting the requirements for historic preservation planning of the National Park Service and Tennessee Historical Commission.

CHAMFER: A beveled edge on the corner of a porch post.

CHARACTER: The qualities of a place that distinguish it from similar places.

CHIMNEY: A vertical shaft of masonry that encloses a flue designed to remove combustion products.

CLADDING: Exterior, non-structural finish material on a building.

CLAPBOARD: Siding consisting of overlapping, narrow horizontal boards, usually thicker at one edge.

CLASSICAL: Pertaining to the architecture of Greece and Rome or to the styles inspired by this architecture.

COLUMN: Pillar that may be square, truncated, patterned, or circular and serves as a support for something resting on its top.

COMPATIBILITY: Harmony in the appearance of two or more external design features in the same vicinity.

COMPONENT: Part of a building or structure

CONCRETE: Mixture of sand, gravel, crushed rock, or other aggregate held together by a paste of cement and water. When hardened, concrete has great structural strength.

CONFIGURATION: The arrangement of components on a building, which help to form its character.

CONSTRUCTION: The act of placing an addition on an existing structure or the erection of a new principal or accessory structure on a lot or property.

CONTEMPORARY: Marked by characteristics of the current period. Distinguished from "historic" by characteristics that illustrate that an element, component, structure, or site feature is constructed at the present time rather than some period of the past.

CONTEXT: The setting in which a historic element, site, structure, or district exists.

COPING: A cap or covering to a wall, either flat or sloping, which sheds water.

CORBEL: A piece of stone jutting out of a wall as a decorative feature or to carry weight.

CORNERBOARD: A vertical strip of wood placed at the corners of a frame building.

CORNICE: Projecting molding along the top of a building or wall. It is the upper section of an entablature.

CRESTING: Decorative work running along the ridge of a roof.

CUPOLA: Small structure built on top of a roof, originally providing ventilation.

DEMOLITION: Any process that destroys in part or in whole a portion of a building or feature.

DORMER: Vertical window projecting from the

slope of a roof, usually with its own roof.

DOUBLE-HUNG WINDOW: A window composed of two movable sashes set one above the other.

EAVE: Lower part of a roof that overhangs a wall.

ELEVATION: View of a vertical face of a building.

ENTABLATURE: Horizontal construction above a classical column or set of columns.

FAÇADE: Front or face of a building. The main view of a building.

FANLIGHT: Semicircular or fan-shaped window set above a door or window.

FENESTRATION: The arrangement of window and door openings on a building.

FIBER CEMENT SIDING: A lightweight material that is manufactured to simulate wood products. Resistant to rot, termites, fire, and dimensionally stable.

FIBERGLASS SHINGLE: A composition shingle with a fiberglass base, surfaced with colored ceramic granules.

FIXED WINDOW: A non-operable framed window.

FLASHING: Thin, continuous sheet of metal, plastic, or waterproof paper used to prevent water passing through a joint in a wall, roof, or chimney.

FRIEZE: A Middle part of the entablature between the cornice and architrave. It is often decorated.

GABLE: Triangular end of a wall under a roof, formed by two sloping sides.

GLAZING: Fitting glass into windows or doors.

GUTTERS: A horizontal trough located near the bottom edge of a roof slope to collect rainwater.

HIP: A roof with four sloped sides.

HISTORIC ZONING COMMISSION: The appointed body responsible for conducting historic design review in Columbia.

INFILL: Buildings that have been designed and built to replace missing structures or buildings so they fill gaps in the streetscape.

IN-KIND: Staying with the same material or items used originally.

LANDSCAPE: Site features including topography, transportation patterns, and vegetation.

LIGHT: A glass pane in a window or door.

LIME: Calcium oxide, which comes from burning limestone.

LINTEL: Horizontal structural member that supports a load over an opening.

MASSING: Physical volume or bulk of a building, and the building's arrangement and organization in relation to the physical site and other buildings.

MOLDING: A linear decorative element.

MORTAR: Substance used in bricklaying to join masonry units.

MULLION: The vertical bar between coupled windows or multiple windows.

MUNTIN: Strips separating panes of glass in a window sash.

NEWEL POST: A post supporting one end of a handrail at a flight of stairs.

OBSCURED: Covered or hidden from view.

ORIEL WINDOW: A bay window located above the first floor level supported by brackets or corbels.

PANE: A single piece of window glass.

PARAPET: A low wall that rises above a roof line, terrace, or porch.

PARGING: A thin coat of plaster or cementitious mortar over a masonry surface.

PATINA: Mellowing of age on any material due to exposure to the elements.

PEDIMENT: Triangular part of a gabled roof often used as a crowning element above doors or windows.

PIER: A square masonry or concrete support for a building or porch.

PILASTER: Flattened column attached to a

wall for decoration.

PITCH: Slope of a roof.

POINTING: The process of removing deteriorated mortar and replacing it with new mortar.

QUOIN: A decorative or structural masonry block at the corner of a building.

PRESERVATION: Retaining the historic integrity of a building, site, or structure.

PROPORTION: Balanced relationship of parts of a building, landscape, structure, or site.

RAFTER TAIL: The exposed portion of a rafter that overhangs an exterior wall.

RAIL: When referring to a window, the horizontal members that meet in the center of two sashes.

RAILING: Top member of a balustrade.

RAKE BOARD: The trim board found at the eave on the gabled end of a building.

RECONSTRUCTION: Reproducing by new construction the exact form and detail of a vanished structure in total or in part.

REHABILITATION: The process of repairing a building to sound condition with minimal changes to original building fabric, allowing for contemporary use while preserving significant historical and/or architectural features.

RELOCATION: Relocation of a structure to another position on the same site or another site.

RESTORATION: To return a building, structure, or feature to its original condition.

RHYTHM: Sense of movement created by the regular recurrence of elements across the face of a building, as in the spacing of doors and windows.

RIDGE: The top horizontal member of a roof where sloping surfaces meet.

ROOF: The part of the structure which covers and protects it from weather, together with decorative elements such as cresting, coverings, chimneys, and other elements.

ROOF COVERINGS: Materials used to cover the roof, such as asphalt shingles, concrete or terra cotta tiles, slate, or others.

SASH: The framework into which window panes are set.

SCALE: Absolute height and width in relation or proportion to neighboring buildings.

SCREENING: Use of vegetation or fencing to conceal an area from view.

SETBACK: Distance from the a building elevation to the street right-of-way.

SETTING: The time, period, and physical environment of a particular place.

SHED ROOF: A roof that is pitched in a single direction.

SHINGLE: Thin piece of wood, slate, or metal used in overlapping rows to form the surface of an exterior wall or roof. They may be laid in patterns (imbricated).

SIDELIGHT: Narrow, vertical windows on each side of a door.

SIDING: Exterior wall covering.

SILL: A horizontal member at the bottom of a window.

SIMULATED DIVIDED LIGHT: A window in which a single, full-length piece of glass is set behind affixed muntins to simulate a true divided light window.

SLIDING WINDOW: Overlapping horizontally sliding sashes.

SOFFIT: The underside of a roof overhang.

STREETSCAPE: The characteristics of the street and features along it, as well as their arrangement and relationship to one another.

STUCCO: Plaster or cement applied to exterior walls. It can be decoratively textured.

TERRA COTTA: Fine-grained, fired clay product used as exterior building ornamentation or as roofing.

TOOLING: Finishing of a mortar joint by pressing and compacting it to create a particular profile.

TRANSOM: A window set above the transom bar of a door or larger window.

TRUE DIVIDED LIGHT: A window in which the glass is installed as individual small panes.

TURNED WOODWORK: Woodwork shaped on a lathe.

TURRET: A small, slender tower.

URETHANE BOARD: A rigid composite foam board that is often used for signs.

WATER SEALANT: Coatings and sealers that keep out a significant amount of moisture.

WEATHERBOARD: Wood siding for the exterior covering of a frame building.

WEATHER-STRIPPING: A narrow, compressible band used between the edge of a window or door and the opening to seal against water and air penetration.

WINDOW: A glazed opening in a wall that provides an interior space with natural light and ventilation.

WINDOW HOOD: Protective and sometimes decorative cover found over doors and windows.

WROUGHT IRON: Almost pure iron that is soft and bendable, and can be forged or bent into many shapes.

(D) DESIGN REVIEW REQUIREMENTS

The following table provides a summary of commonly proposed projects in Columbia's historic districts and the level of design review required for each. This table is not intended to address every project that may be proposed. Questions regarding specific projects and the applicability of the design guidelines and review requirements should be directed to Development Services staff.

*** All requests for routine maintenance, staff approval, and HZC review must receive a recommendation from the West 6th Street Historic District advisory committee before work and/or application to the Columbia Historic Commission or staff.*

PROPOSED PROJECT TYPE	ROUTINE MAINTENANCE (NO REVIEW REQUIRED)	STAFF APPROVAL	HZC REVIEW
RESIDENTIAL AND COMMERCIAL BUILDINGS			
ARCHITECTURAL DETAILS			
Repair with no change in materials or design	X		
Replacement of existing features with in-kind materials and design or if not visible from the right-of-way		X	
Replacement of existing features with new materials and/or design, addition of new features, or removal of existing features visible from the right-of-way			X
AWNINGS AND CANOPIES			
Repair of existing features with no change in materials or design	X		
Replacement of existing features with a new feature that is consistent in scale, design, and material with existing features		X	
Replacement of existing awning with a new awning that is not consistent with the existing awning and installation of new awnings		X	
Replacement of existing canopy with a new canopy that is not consistent with the existing canopy and installation of new canopies			X
CHIMNEYS			
Repair of existing features with no change in materials or design	X		
Replacement of existing features, construction of new features, or removal of existing features visible from the right-of-way			X

PROPOSED PROJECT TYPE	ROUTINE MAINTENANCE (NO REVIEW REQUIRED)	STAFF APPROVAL	HZC REVIEW
RESIDENTIAL AND COMMERCIAL BUILDINGS			
DOORS			
Repair of existing features with no change in materials or design; replacement of hardware	X		
Replacement of existing features with compatible design or materials		X	
Replacement of existing features with new design or incompatible materials, installation of new openings, or removal of existing openings			X
Installation of storm doors that maintain appropriate visibility		X	
Installation of storm doors that are not compatible with traditional visibility			X
FOUNDATIONS			
Chemical treatments, tuckpointing of masonry, and alterations			X
GUTTER SYSTEMS			
Repair of existing features with no change in materials or design	X		
Covering over of built-in gutters with appropriate materials, no removal of features		X	
Installation of new gutters, removal of existing features, or replacement with new materials or design			X
MASONRY			
Chemical cleaning, tuckpointing, and alterations			X
PAINTING			
All painting, excluding unpainted masonry surfaces	X		
Painting of unpainted masonry surfaces			X

PROPOSED PROJECT TYPE	ROUTINE MAINTENANCE (NO REVIEW REQUIRED)	STAFF APPROVAL	HZC REVIEW
RESIDENTIAL AND COMMERCIAL BUILDINGS			
PORCHES			
Repair of existing features with no change in materials or design	X		
Replacement of existing features no change in materials or design or side and rear enclosures		X	
Replacement of existing features with a change in materials or design, removal of existing features, addition of new features, or façade enclosures			X
ROOFS			
Repair of existing roofs with no design or change in materials and replacement of existing roofs with no change in design or materials	X		
Replacement of existing roofs with change in materials but not visible from right-of-way		X	
Replacement of existing roofs with a change in design or materials, including solar tiles that mimic traditional materials, and visible from right-of-way			X
Alteration of the roofline, roof shape, or alteration or removal of details			X
SIDING			
Repair and replacement with no change in materials or design	X		
Replacement of deteriorated siding with fiber cement board		X	
Replacement of siding with a change in materials other than fiber cement board or a change in design, dimensions, direction; installation of new siding; or removal of existing siding to expose underlying material			X
WINDOWS			
Repair of existing features with no change in materials, configuration or design	X		
Replacement of existing windows with no change in dimension, configuration, style, or materials		X	
Replacement of existing windows with an accepted alternative material		X	
Replacement of existing windows with other materials, a change in character or style, installation of new window openings, or removal of openings			X

PROPOSED PROJECT TYPE	ROUTINE MAINTENANCE (NO REVIEW REQUIRED)	STAFF APPROVAL	HZC REVIEW
ADDITIONS			
Construction of an addition in the commercial area			X
Construction of an addition on a rear elevation in a residential area		X	
Construction of an addition on a street-fronting face in a residential area			X
NEW CONSTRUCTION			
New construction in residential or commercial areas			X
FENCES, WALLS, AND LANDSCAPE FEATURES			
Replacement and new landscape features		X	
SIGNAGE			
Replacement of signage with new signage that replicates the original sign		X	
Installation of all new signs or replacement of signs with new designs, materials, or configurations			X
Temporary signage		X	
ARTWORK			
Installation of all public art and murals			X
DEMOLITION AND RELOCATION			
All demolition and relocation			X

(E) NEW CONSTRUCTION CHECKLIST

The following checklist identifies common questions to be considered when determining the appropriateness of new construction in Columbia's historic districts. This checklist is for reference only to facilitate discussions and engage the decision-making process. Being able to say "yes" to each item does not guarantee the appropriateness of construction.

FEATURE	YES	NO
SITE		
Are walkways and driveways compatible with the character of the area?		
Does the construction protect and retain mature trees (if present) on the site?		
Are the fences and walls compatible with the area in location, size, scale, materials, and detailing?		
Are locations of mechanical equipment, site utilities, and access features appropriate and screened as needed?		
Are outbuildings located in appropriate areas and scaled appropriately?		
BUILDING PLACEMENT AND MASSING		
Is the building setback compatible with the area?		
Is the primary entry oriented to the street?		
Is lot coverage and spacing compatible with the area?		
Are the massing, scale, proportions ,and complexity of the building compatible with the area?		
CHARACTER AND INDIVIDUAL FEATURES		
Are materials compatible with the character of the area?		
Does the building use a visually compatible contemporary design?		
Is the primary façade appropriately articulated and distinguished?		
Is the roof shape, pitch, and detailing (materials, dormers, etc.) compatible?		
Are windows and doors compatible in scale, spacing, proportions, and character?		
Are window and door styles compatible with the area?		
Do windows and doors have vertical emphasis?		
Are entries, porches, or storefronts located and scaled appropriately and compatible with the area?		

2.2.4 HISTORIC ZONING COMMISSION

Creation

A Historic Zoning Commission is hereby created for Columbia, Tennessee, and it shall consist of seven members are residents of the area of jurisdiction of the City of Columbia prior to the appointment and who shall continue to be so eligible as long as they serve.

Membership

Membership on the Historic Zoning Commission shall be composed of the following members:
One member of the Columbia Regional Planning Commission.
One member representing a local historical or patriotic organization.
One architect who is a member, or meets membership requirements, of the American Institute of Architects, if available; if such a qualified architect is unavailable, this position will be filled by another member selected from the community in general.
Four members as selected from the Columbia community in general.

The term of the member nominated from the Regional Planning Commission shall be concurrent with the term on the Planning Commission, and in the event that any other member shall also be a member of the City Council, the term of such member shall be concurrent with the term of the elected office of the member. All members shall serve without compensation and may be removed from membership by the Mayor and City Council.

Vacancies

Vacancies on the Historic Zoning Commission shall be filled for the unexpired term of those members whose position has become vacant in the manner herein provided for the appointment of such member; vacancies shall be filled within 60 days.

Election of Officers, Rules and Meetings

The Historic Zoning Commission shall elect from its members its own chairman and other officers deemed appropriate to carry out its purpose.

Conflict of Interest

Any member of the Historic Zoning Commission who shall have a direct or indirect interest in any property which is subject matter of or is affected by a decision of said commission shall be governed by the provisions of *Section 12 – 4 – 101, TCA*.

Meetings

The commission shall adopt rules of order and establish regular meeting dates. At least four members of the commission shall constitute a quorum for the transaction of its business. The concurring vote of a majority of the commission shall constitute final action of the commission on any matter before it.

Powers and Duties

Subject to state law and the procedures prescribed hereunder, the Columbia Historic Zoning Commission shall have the following powers, functions and duties:

To create and to recommend the adoption of legislation which will facilitate establishment of special historic and landmark districts wherein the construction, repair, alteration, rehabilitation, relocation or demolition of any building or other structure now located or to be located will be subject to special provisions as set forth herein and as further specified in *Section 13 – 7 – 402, TCA*.

To create and recommend the enactment of legislation providing for the transfer of development rights as a portion of the legislation which establishes any special historic district or zone and as further specified in *Section 13 – 7 – 402 (C), TCA*.

To testify before all boards and commissions, including the Planning Commission, City Council and the Board of Zoning Appeals, on any matter affecting historically and architecturally significant property, structures and areas.

To conduct a survey of buildings, places or areas within the City of Columbia for the purpose of identifying those of historic or cultural significance.

To develop and adopt, prior to the establishment of any historic or landmark district, review guidelines as specified in 3.10.8, which the Historic Zoning Commission will apply in ruling upon the granting or denial of a Certificate of Appropriateness.

To submit and to review all applications designating historic sites or buildings as special historic or landmark districts.

To review and make decisions on any application for a Certificate of Appropriateness as specified in Sec. 3.12 and to require the presentation of such plans, drawings, elevations and other information as may be necessary to make such decisions.

To determine an appropriate system of markers for designation of historic and landmark districts.

SEC. 3.11 HISTORIC OR LANDMARK DESIGNATION

3.11.1 CLASSIFICATIONS

There are hereby created historic and landmark districts as a part of this ordinance:

The Historic District

Whose boundaries shall be shown on the official zoning map or special overlays thereto which are made a part of this ordinance and noted by name on said maps, no structure shall be constructed, altered, repaired, relocated or demolished unless the action complies with the requirements set forth in this ordinance.

The Historic Landmark

Whose boundaries shall be shown on the official zoning map or special overlays thereto which are made a part of this ordinance and noted by name on said maps, no structure shall be constructed, altered, repaired, relocated or demolished unless the action complies with the requirements set forth in this ordinance.

3.11.2 INTERIM CONTROL

No building permit shall be issued for alteration, construction, demolition, or removal of a nominated landmark or of any property or structure within a nominated historic district from the date of the meeting of the Historic Zoning Commission at which a completed nomination form is first presented until the final decision by the City Council unless such alteration, removal, or demolition is authorized by formal resolution of the city council as necessary for public health, welfare or safety. In no event shall the delay be for more than 180 days. After 180 days, a building permit may be issued provided all applicable requirements have been met. This may include the requirement for a certificate of appropriateness (Sec. 3.12) if the nominated district or structure has been approved by the Council.

3.11.3 APPLICABILITY

The City Council may designate an area as an historic district or a property as an historic landmark.

A property owner or owners may request that a property be designated as an historic landmark or an area as an historic district.

3.11.4 INITIATION OF REQUEST

Requests for designating an historic district may be made in any one of the following methods:

By petition to the City Council by property owner(s) in the proposed landmark or district;

By initiative of the City Council; or

By initiative of the Historic Zoning Commission subject to the requirements of 3.11.5

An application for an historic landmark designation shall be submitted to the Historic Zoning Commission in accordance with Sec. 3.3.3, Application Requirements. Requests for designation shall include the specific elements of the property for which historic landmark designation is proposed.

3.11.5 HISTORIC PRESERVATION PLAN

The Historic Zoning Commission shall undertake an ongoing survey within the corporate limits of the City of Columbia to identify neighborhoods, areas, sites, structures and objects that have historic, community, architectural or aesthetic importance, interest or value. Before the Historic Zoning Commission shall on its own initiative nominate any historic district or landmark, it shall develop a plan for completion of a survey of the entire city.

3.11.6 HISTORIC ZONING COMMISSION REVIEW AND RECOMMENDATION

Review and Recommendation

The Historic Zoning Commission shall, within 60 days from receipt of a completed nomination in proper form adopt by resolution a recommendation that the nominated historic or landmark district does or does not meet the criteria for nomination set out in Sec. 3.11.6B. The resolution accompanied by a written report shall be forwarded to the Planning Commission for review as specified in Sec. 3.11.7, and to the City Council as specified in Sec. 3.11.8 for final action. The report shall contain the following information:

General

a. Explanation of the significance or lack of significance of the nominated historic or landmark district as it relates to the criteria for designation.

b. Explanation of the integrity or lack of integrity of the nominated district.

c. Proposed design guidelines required by Sec. 3.11.6C, for applying the criteria for review of Certificates of Appropriateness to the nominated landmark or historic district or structure.

d. The relationship of the nominated historic or landmark district or structure to the ongoing effort of the Historic Zoning Commission to identify and nominate all potential areas and structures that meet the criteria for designation.

e. Recommendations as to appropriate permitted uses, special uses, height and area regulations, minimum dwelling size, floor area, sign regulations, and parking regulations necessary or appropriate to the preservation of the nominated historic or landmark district or structure.

f. A map showing the location of the nominated historic or landmark district or structure.

Historic or Landmark District

In the case of a nominated district found to meet the criteria for designation:

a. The significant exterior architectural features of the nominated district that should be protected;

b. The types of construction, alteration, demolition, and removal, other than those requiring a building or demolition permit that should be reviewed for appropriateness pursuant to the provisions of Sec. 3.12, Certificate of Appropriateness.

Historic or Landmark Structure

In the Case of a nominated structure found to meet the criteria for designation:

a. The types of significant exterior architectural features of the structure that should be protected.

b. The types of alterations and demolitions that should be reviewed for appropriateness pursuant to the provisions of Sec. 3.12, Certificate of Appropriateness.

Criteria for Designation of Historic and Landmark Districts or Structures

In order for a building, structure, area, site or neighborhood to be considered for nomination as an historic or landmark district or structure, such shall be found to meet one or more of the following criteria:

That it is associated with an event which has made a significant contribution to local, state or national history;

That it includes structures associated with the lives of persons significant in local, state or national history;

That 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 poses high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction;

That it has yielded or may be likely to yield archaeological information important in history or prehistory; or

That it is listed in the National Register of Historic Places.

Design Guidelines

Prior to the establishment of a historic or landmark district, the Historic Zoning Commission shall adopt for each such proposed district a set of design guidelines, which it will apply in ruling upon the granting or denial of a Certificate of Appropriateness, as provided for in this article. Such guidelines shall be consistent with this ordinance and with the requirements for such as established and provided for by Section 13 – 7 – 406, *TCA*. The Historic Zoning Commission shall to the maximum feasible extent secure the involvement and participation of owners of property proposed for location within any historic district or landmark in developing such guidelines. These guidelines shall accompany the request for historic district designation and shall be considered conjunctively with such request. These design guidelines shall, at a minimum, consider the following criteria:

Height

The height of any proposed alteration or construction should be compatible with the style and character of the landmark and with surrounding structures in an historic district.

Proportions of Windows and Doors

The proportions and relationships between doors and windows should be compatible with the architectural style and character of the landmark and with surrounding structures within an historic district.

Relationship of Building Masses and Spaces

The relationship of a structure within an historic district to the open space between it and adjoining structures should be compatible.

Roof Shape

The design of the roof should be compatible with the architectural style and character of the landmark and surrounding structures in an historic district.

Landscaping

Landscaping should be compatible with the architectural character and appearance of the landmark and of surrounding structures and landscapes in historic districts.

Scale

The scale of the structure after alteration, construction, or partial demolition should be compatible with its architectural style and character and with surrounding structures in an historic district.

Directional Expression

Facades in historic districts should blend with other structures with regard to directional expression. Structures in an historic district should be compatible with the dominant horizontal or vertical expression of surrounding structures. The directional expression of a landmark after alteration, construction, or partial demolition should be compatible with its original architectural style and character.

Architectural Details

Architectural details including materials, colors and textures should be treated so as to make a landmark compatible with its original architectural style and character and to preserve and enhance the architectural style or character of an historic or landmark district.

3.11.7 PLANNING COMMISSION REVIEW AND RECOMMENDATION

Upon receipt of a report prepared by the Historic Zoning Commission in accordance with Sec. 3.11.6, the Planning Commission shall conduct a review as provided herein. The Planning Commission shall review such plan relative to the following:

The adopted Major Thoroughfare Plan.

Any redevelopment or restoration plans.

Utility plans (including need for easements).

Impact on or possible modification required in base district zoning.

All other matters normally considered in recommending a rezoning, excepting those aspects of the report which pertain specifically and solely to the historic district and as otherwise specified in Sec. 3.11.6.

3.11.8 CITY COUNCIL REVIEW AND DECISION

Notice of Public Hearing

The City Council shall schedule a public hearing on the nomination within thirty (30) days following receipt of a report and recommendation from the Planning Commission that a nominated historic or landmark district does or does not meet the criteria for designation.

Published Notice

a. Notice of the Zoning Ordinance amendment shall be published in accordance with 3.3.4B.1, Published Notice.

b. This notice shall also include the street address and legal description of the boundaries of a nominated district.

Mailed Notice

a. Notice of the Zoning Ordinance amendment shall be mailed to the owner(s) of record and to the nominators, as well as to property owners adjoining the nominated historic or landmark district at least 15 days prior to the date of the hearing in accordance with 3.3.4B.2.a. , Mailed Notice.

b. This notice shall also include the street address and legal description of the boundaries of a nominated district.

Public Hearing

Oral or written testimony concerning the significance of the nominated historic or landmark district shall be taken at the public hearing from any person concerning the nomination. The Historic Zoning Commission may present expert testimony or present its own evidence regarding the compliance of the nominated district with the criteria for consideration of a nomination set forth in this Section. The owner of any real property located within any nominated preservation district shall be allowed reasonable opportunity to present evidence in support of his position and shall be afforded the right of representation by counsel and reasonable opportunity to cross – examine expert witnesses. The hearing shall be closed upon completion of testimony.

3.11.9 LANDOWNER APPROVAL

A petition signed by at least 51% of the property owners indicating approval of the designation shall be required prior to final designation of the district or landmark (Petition shall be filed with the Zoning Administrator).

3.11.10 ACTION BY CITY COUNCIL

Amendment to the Zoning Ordinance

Decision

The City Council shall, within 30 days after holding the Public Hearing specified in 3.11.8B after taking into consideration of the report prepared by the Historic Zoning Commission and the review by the Planning Commission concerning the proposed historic or landmark district or structure, either reject the proposed nomination or designate the district or structure by ordinance. The City Council may extend this decision period when it is determined that additional meetings or hearings are required. Each extension shall be for no more than 30 days. No more than three extensions shall be permitted. If, at the end of three extensions no final decision has been rendered by the Council, the application shall be considered rejected.

Modification of Ordinance

In the event that City Council approves the proposed Ordinance, the City Council shall amend the Zoning Ordinance in the manner specified in Sec. 3.17. Upon designation, the historic or landmark district shall be classified as a "District H –Historic District", and the designating ordinance shall prescribe the significant exterior architectural features; the types of construction, alteration, demolition, and removal, other than those requiring a building or demolition permit that should be reviewed for appropriateness; the design guidelines for applying the criteria for review of appropriateness; permitted uses; special uses; height and area regulations; minimum dwelling size; floor area; sign regulations; and parking regulations.

Amendment to the Zoning Map

Upon decision to amend the Zoning Ordinance, the Official Zoning Map of the City of Columbia shall be amended to show the location of the "District H – Historic District." The applicant shall not be required to go through the rezoning process in Sec. 3.18.

3.11.11 AMENDMENT OR REMOVAL OF DESIGNATION

Designation may be amended or rescinded upon petition to the Historic Zoning Commission and compliance with the same procedure and according to the same criteria set forth herein for designation.

SEC. 3.13 DEMOLITION BY NEGLECT

3.13.1 APPLICABILITY

Owners of certain historic properties are required to maintain their properties and not allow them to fall into disrepair. The requirements of this subsection are applicable only to certain properties, termed "historic properties" in this subsection. That term as used in this subsection is defined to include designated historic landmarks and properties identified as "contributing" or "pivotal" in designated historic districts.

Conditions of Neglect Defined and Prohibited

Owners shall maintain or cause to be maintained the exterior and structural features of their historic properties and not allow conditions of neglect to occur on such properties. Conditions of neglect are as defined below. It shall be a violation of this zoning ordinance to not remedy a condition of neglect within the period of time set by a final administrative determination, as described in subsequent subsections of this ordinance. Conditions of neglect include the following:

Deterioration of exterior walls, foundations, or other vertical support that causes leaning, sagging, splitting, listing, or buckling.

Deterioration of flooring or floor supports, roofs, or other horizontal members that causes leaning, sagging, splitting, listing, or buckling.

Deterioration of external chimneys that causes leaning, sagging, splitting, listing, or buckling.

Deterioration or crumbling of exterior plasters or mortars.

Ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows or doors.

Defective protection or lack of weather protection for exterior wall and roof coverings, including lack of paint, or weathering due to lack of paint or other protective covering.

Rotting, holes, and other forms of decay.

Deterioration of exterior stairs, porches, handrails, window and door frames, cornices, entablatures, wall facings, and architectural details that causes delamination, instability, loss of shape and form, or crumbling.

Heaving, subsidence, or cracking of sidewalks, steps, or pathways.

Deterioration of fences, gates, and accessory structures.

Deterioration that has a detrimental effect on the surrounding historic district, or on the special character of the historic landmark.

Deterioration that contributes to a hazardous or unsafe condition.

3.13.2 PROCESS AND ADMINISTRATION

Administrator Investigation and Determination

Initiation by Petition

The initial determination that there is a condition of neglect shall be made by the Zoning Administrator, after an investigation that is initiated by a petition from any person who is familiar with the subject property, which may include but not be limited to a City employee.

Notice of Investigation

On receipt of a petition, the Zoning Administrator shall notify the owners in writing of the allegation and the process for making a decision regarding the petition, including any applicable deadlines. Among other things, the notice shall offer the owner the opportunity to meet in person with the Zoning Administrator and to present any relevant information. Notice shall be delivered by personal service, or by certified or registered mail, return receipt requested. If certified mail is refused or unclaimed, notice may be delivered by first class mail, and shall be considered effective if such mail is not returned by the post office within 15 days of mailing. In the case of notice by first class mail, notice shall also be posted on the property. Notice of the investigation may also be given to the owners of nearby or adjacent properties or neighborhood associations.

Responsibilities of Zoning Administrator

The Zoning Administrator shall:

a. Investigate the allegation that a condition of neglect exists;

b. Hold one or more meetings at a time to be set by the Zoning Administrator in which the owner, other persons who have received notice, or other interested persons may give information;

c. Issue a written determination, supported by findings of fact, regarding the allegation within 45 days of the owner's receipt of notice;

d. Include within the determination a time period for correcting the condition of neglect, if a condition of neglect has been found;

e. Retain all information presented by the owner or other persons;

f. Deliver the written determination through any of the means for delivery of notice, as described above;

g. Designate the written determination as a final administrative determination with the right of appeal to the Historic Zoning Commission; and

h. Include information regarding rights to a *de novo* hearing before the Historic Zoning Commission in accordance with the process described in Sec. 3.13.2C.

Suspension of Process

The above process may be suspended in the event the owner agrees in writing to correct the alleged condition of neglect within a time period determined to be reasonable by the Zoning Administrator. If the condition is not corrected within that time period, the process shall continue where it was suspended.

Appeal of Zoning Administrator Decision- Hearing before Historic Zoning Commission

If the property owner disagrees with the Zoning Administrator's determination, the owner may appeal and may request hearing before the Historic Zoning Commission.

The request shall be delivered to the Development Services Department, in writing, within 30 days of receipt of the Zoning Administrator's determination.

The Historic Zoning Commission shall hold a hearing on the issue of whether demolition by neglect is occurring on the property. Procedures that would be followed by the Board of Zoning Appeals shall be used.

The Zoning Administrator's determination shall be considered an administrative determination, which has been appealed to the Historic Zoning Commission. The Historic Zoning Commission's determination on the administrative determination shall be in accordance with the standards established in Sec. 2.2.3 of this Ordinance.

The Historic Zoning Commission's written decision shall include findings of fact and conclusions regarding demolition by neglect consistent with this subsection. It shall be delivered to the appealing party by certified mail, return receipt requested.

Unsatisfactory decisions by the Historic Zoning Commission may be appealed to the Courts in the same manner as an appeal of a Board of Zoning Appeals' decision. If the decision is not appealed it shall be considered a final decision subject to enforcement with no rights of appeal.

Safeguards from Undue Economic Hardship

Right of Claim of Economic Hardship

The property owner is entitled to make a claim of undue economic hardship if the owner is unable to make needed repairs to the property because it is economically unfeasible.

Issuance of Stay for Economic Hardship

In the event that the owner and/or other parties in interest do not wish to contest the determination regarding the condition of neglect, but do wish to petition for a claim of undue economic hardship, the Zoning Administrator's order shall be stayed until after the Historic Zoning Commission 's determination regarding the claim.

Process

If a claim of undue economic hardship is made, the Zoning Administrator shall receive all information from the property owners that the Historic Zoning Commission is entitled to receive pursuant to this ordinance, make a determination regarding whether there is undue economic hardship, and develop a plan for dealing with such hardship, if it is found to exist. The recommendation and plan shall be sent to the owner, certified mail, return receipt requested, with notice of the owner's rights to appeal to the Historic Zoning Commission within 30 days of receipt. If the owner disagrees with the recommendation and plan the owner may request a hearing before the Historic Zoning Commission. In the event of such a request, the hearing shall be a quasi-judicial hearing, in the nature of a Board of Zoning Appeals hearing and the decision shall be in writing, supported by findings and conclusions. The Zoning Administrator's determination as to economic hardship and the plan for dealing with that hardship shall be considered a final administrative determination, and any Historic Zoning Commission decision altering such recommendation or plan shall be passed consistent with the requirements of Sec. 2.2.3 of this Ordinance.

Evidence Regarding Undue Economic Hardship

When a claim of undue economic hardship is made owing to the effects of this Section, the owner and/or parties in interest shall, where reasonably possible, provide the evidence below, describing the circumstances of hardship, and any additional evidence requested by the Zoning Administrator or Historic Zoning Commission or evidence the owner considers relevant.

a. Nature of ownership (individual, business, or nonprofit) or legal possession, custody, and control.

b. Financial resources of the owner and/or parties in interest.

c. Cost of repairs.

d. Assessed value of the land and improvements.

e. Real estate taxes for the previous two years.

f. Amount paid for the property, date of purchase, and party from whom purchased, including a description of the relationship between the owner and the person from whom the property was purchased, or other means of acquisition of title, such as by gift or inheritance.

g. Annual debt service, if any, for previous two years.

h. Any listing of the property for sale or rent, price asked, and offers received, if any.

i. Annual gross income, if any, from the property for the previous two years.

j. Itemized operating and maintenance expenses for the previous two years, including proof that adequate and competent management procedures were followed.

k. Annual cash flow, if any, for the previous two years.

Other City Powers; City's Election of Remedies

Nothing contained within this Section shall diminish the City's power to declare a building unsafe or in violation of the minimum housing code or any other applicable statute or code. In addition, the procedures described herein are mandatory only for determinations being made solely under the authority of this section. Where other sections of the City Code apply, the City Council may, in its discretion, choose to process any action regarding the property under such other provisions alone, or under such provisions along with these provisions concurrently, or solely under these provisions. The City Council may also suspend the procedures of this section at any time if an action has been initiated under other applicable law.

Penalties and Remedies

Enforcement of this Section may be by any one or more of the following methods, and the institution of any action under any of these methods shall not relieve any party from any other civil or criminal proceeding prescribed for violations and prohibitions.

Equitable Remedy

The City may apply for any appropriate equitable remedy to enforce the provisions of this Section.

Order of Abatement

The City may apply for and the court may enter an order of abatement. An order of abatement may direct that improvements or repairs be made, or that any other action

order of abatement, the City shall have a lien on the property for the cost of executing the order of abatement.

Civil Penalty

Civil penalties may be assessed for failure to comply with a final administrative determination or an un-appealed Historic Zoning Commission decision under the provisions and guidelines for assessing such penalties for zoning code violations. Prior to imposing a civil penalty the Zoning Administrator shall deliver a written notice by personal service or by registered mail or by certified mail, return receipt requested, to the person responsible for the violation indicating the nature of the violation and ordering corrective action. Where the violation is the failure to remedy a condition of neglect within the time periods provided by the Zoning Administrator or the Historic Zoning Commission no additional time period for compliance need be given. The notice shall include information regarding the possible assessment of civil penalties and other possible enforcement actions. If this notice is appealed to the Board of Zoning Appeals, the Board shall not rehear any issue that was heard by the Historic Zoning Commission or could have been so heard had an appeal to the Historic Zoning Commission been made. Rather, the Board of Zoning Appeals shall limit the scope of its review to whether there has been compliance with the Zoning Administrator’s determination or the Historic Zoning Commission's determination, as applicable.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

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

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4590, AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN FOR LOT 1B OF THE HONEY FARMS PUD, OFF NASHVILLE HIGHWAY AND LEAFCUTTER BEE ROAD AT TAX MAP 42 PARCEL 14.05.- WARD 5, GROWING CITY ECONOMY.

RECOMMENDATION: Approve Ordinance 4590 on 1st Consideration.

INFORMATION: The applicant is proposing the development of a 2,550 sq. ft. Taco Bell quick serve restaurant with drive-thru on this lot in the commercial section of Honey Farms, known as Honey Farm Crossing Lot 1B. The Planning Commission reviewed this request and recommended approval with a vote of six to zero.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance 4590 Staff Report; Ordinance 4590; Exhibit A; DS Staff Report.

AN ORDINANCE TO AMEND ORDINANCE NO. 4400 - THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF COLUMBIA, TENNESSEE BY APPROVING THE PRELIMINARY PLANNED UNIT DEVELOPMENT MASTER PLAN FOR LOT 1B OF THE HONEY FARMS PUD, OFF NASHVILLE HIGHWAY AND LEAFCUTTER BEE ROAD AT TAX MAP 51 PARCEL 58.07.

BE IT ORDAINED BY THE CITY OF COLUMBIA:

Section 1: That the City of Columbia Zoning Ordinance, the same being Ordinance No. 4400, and the zoning maps therein adopted be, and the same are hereby amended by approving the Preliminary Planned Unit Development Master Plan for Lot 1B of the Honey Farms PUD, off Nashville Highway and Leafcutter Bee Road, at Tax Map 51 Parcel 58.07.

Section 2: Said Planned Unit Development Master Plan is located in the Third Civil District of Maury County, Tennessee, within the corporate limits of the City of Columbia. The Preliminary PUD Master Plan for Lot 1B, which is attached hereto and incorporated herein by reference, is identified as Exhibit "A".

Section 3 This Ordinance is passed after review by the Columbia Municipal Planning Commission with a recommendation of approval, on the 8th day of April, 2026, and after a public hearing held on the 14th day of May, 2026, with notice of said hearing being given in Main Street Maury of Columbia, Tennessee, twenty-one (21) days or more before said hearing.

Section 4: That pursuant to Section 8.5.19.K.6 the City Council makes the following findings:

a. The proposed PUD Master Plan is in agreement with the Comprehensive Plan and any applicable local area plans;

b. It has been determined that the legal purposes for which zoning exists are not contravened;

c. It has been determined that there will be no adverse effect upon the Adjoining property owners unless such effect can be justified by the overwhelming public good or welfare;

Section 5: That ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF COLUMBIA, TENNESSEE, This the 11th day of June, 2026.

_____
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:_____

PRELIMINARY DESIGN PLANS FOR

TACO BELL

HONEY FARM CROSSING
COLUMBIA, TN 38401

PROJECT #: 12965

JOB SITE SAFETY

1. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY DURING CONSTRUCTION. JOB SITE SAFETY IS OUTSIDE THE SCOPE OF WORK OF AMERICAN ENGINEERS, INC. AND NEITHER THE PROFESSIONAL ACTIVITIES OR THE PRESENCE OF AEI OR SUBCONSULTANTS AT THE CONSTRUCTION SITE SHALL RELIEVE THE CONTRACTOR OR ANY OTHER ENTITY OF THEIR OBLIGATION , DUTIES, AND RESPONSIBILITIES INCLUDED, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCES, TECHNIQUES, TO PROCEDURES NECESSARY FOR PERFORMING SUPERINTENDING OR COORDINATING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH AND SAFETY PRECAUTIONS REQUIRED BY GOOD CONSTRUCTION PRACTICES OR ANY REGULATORY AGENCIES. ANYONE USING INFORMATION FROM THESE PLANS ACKNOWLEDGES AND WARRANTS THAT AEI IS NOT RESPONSIBLE FOR SITE SAFETY IN ANY WAY.

ACCESSIBILITY INFORMATION:

1. ALL RAMPS SIDEWALKS AND APRONS SHALL BE COMPLIANT WITH THE MOST CURRENT DEPARTMENT OF JUSTICE ADA REQUIREMENTS (ADA STANDARDS FOR ACCESSIBLE DESIGN, CODE OF FEDERAL REGULATIONS, CURRENT EDITION).
   THE ELEVATION OF ALL EXTERIOR WALKS AND SLABS SHALL BE ADA COMPLIANT AND A ½" BELOW FINISH FLOOR AT ALL DOORS. AN ADA LANDING SHALL BE PROVIDED AT ALL DOORS.
2. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL BE ADA COMPLIANT, NOT TO EXCEED 2% IN ANY DIRECTION.

811
Know what's below.
Call before you dig.

BEFORE YOU DIG

The contractor is instructed to call 1-800-351-1111 to reach TN 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the TN 811 one-call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KTN 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

UTILITY CONTACTS

ELECTRIC, WATER, & SEWER

COLUMBIA POWER & WATER SYSTEMS
201 PICKENS LANE,
COLUMBIA, TN 38401
931-388-4833

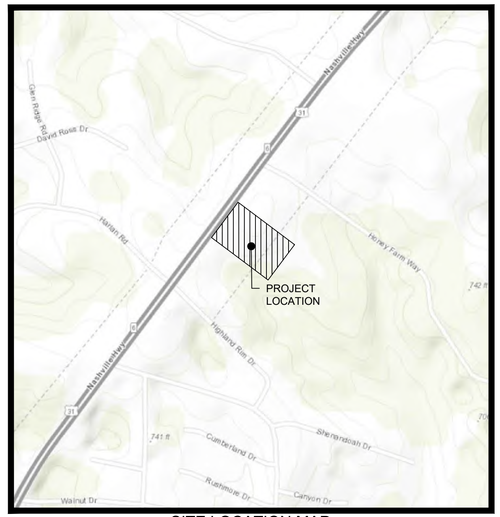
GAS

ATMOS ENERGY
810 NASHVILLE HWY,
COLUMBIA, TN 38401
931-388-9136

TELECOMMUNICATIONS

COMMUNICATION CONCEPTS
802 NASHVILLE HWY,
COLUMBIA, TN 38401
931-388-8682

SPECTRUM
405 S JAMES CAMPBELL BLVD,
COLUMBIA TN 48401
888-406-7063



SITE LOCATION MAP
NOT TO SCALE

CITY OF COLUMBIA
MAURY COUNTY, TN

INDEX OF SHEETS	
SHEET	SHEET DESCRIPTION
C-0.0	COVER SHEET
C-0.1	EXISTING SURVEY PLAN
C-1.0	SITE PLAN
C-1.1	SITE DETAILS
C-1.2	SITE DETAILS
C-3.0	GRADING & DRAINAGE PLAN
C-3.1	DRAINAGE DETAILS
C-4.0	UTILITY PLAN
C-4.1	UTILITY DETAILS
C-5.0	LANDSCAPE PLAN

PROJECT DESIGN TEAM:

CIVIL ENGINEER:
PALMER ENGINEERING
1040 MONARCH STREET, SUITE 210
LEXINGTON, KY 40513
CONTACT: MR. CHRIS MISCHEL, PE
PHONE: (859) 389-9293
EMAIL: cmischel@palmernet.com

ARCHITECT
HOOVER AND ASSOCIATES
1407 W. 46TH ST.
AUSTIN, TX 78756
CONTACT: TREY OTTMERS
PHONE: (512) 467-2626
EMAIL: trey@e-designit.com

OWNER / BUILDER:

OWNER: MRCO, LLC
1728 GENERAL GEORGE PATTON DR. SUITE 200
BRENTWOOD, TN 37027
CONTACT: JOHN MILJANICH
PHONE: (615) 377-5724
EMAIL: jmiljanich@mrco.net

SURVEYOR:
PALMER ENGINEERING
400 SHOPPERS DR
WINCHESTER, KY 40391
CONTACT: JAMES MAYO
PHONE: (859) 389-9293
EMAIL: jmayo@palmernet.com

GENERAL NOTES:

1. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED FEDERAL, STATE AND LOCAL PERMITS AND APPROVALS NECESSARY TO PERFORM AND COMPLETE THE PROJECT AS SHOWN ON THESE PLANS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL PERMIT AUTHORITIES. ALL PERMITS AND BONDS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
2. NO SITE GRADING, STRIPPING, EXCAVATION, FILLING OR OTHER DISTURBANCE OF THE NATURAL GROUND COVER SHALL TAKE PLACE UNTIL PROPOSED EROSION PREVENTION AND SEDIMENT CONTROL MEASURES ARE IN PLACE AND MEET/EXCEED LOCAL AND STATE REQUIREMENTS.
3. THE CONTRACTOR SHALL BID AND PERFORM THE WORK IN ACCORDANCE WITH ALL LOCAL, STATE AND NATIONAL CODES AND THE REQUIREMENTS OF LOCAL UTILITY COMPANIES.
4. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND WILL NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL BARRICADES, WARNING SIGNS, FLASHING LIGHTS AND COMPLY WITH OSHA REGULATIONS AND SAFETY REQUIREMENTS. JOB SITE SAFETY IS OUTSIDE THE SCOPE OF WORK OF PALMER ENGINEERING. ANYONE USING INFORMATION FROM THESE PLANS ACKNOWLEDGE AND WARRANTS THAT AEI IS NOT RESPONSIBLE FOR SAFETY IN ANY WAY.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF ALL VEHICLE AND PEDESTRIAN TRAFFIC IN AND AROUND THE CONSTRUCTION AREA.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN PLANS AND SPECIFICATIONS PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATIONS AND ELEVATIONS OF CONSTRUCTION. ANY CONFLICTS DISCOVERED BETWEEN EXISTING AND PROPOSED UTILITIES PRIOR TO OR AFTER CONSTRUCTION HAS BEGUN, SHALL BE CORRECTED AT CONTRACTOR'S EXPENSE.
8. CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
9. ALL WORK SHALL BE PERFORMED PER TACO BELL STANDARDS.
10. ANY AREAS DAMAGED OUTSIDE THE LIMITS OF CONSTRUCTION SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
11. ALL QUANTITIES GIVEN ON THESE PRINTS, VERBALLY OR IN THE SCOPE OF WORK SECTION ARE ESTIMATES AND SHALL BE CONFIRMED BY THE BIDDING CONTRACTORS.
12. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS FOR EXCAVATIONS; FINAL RULE 29 CFR PART 1926, SUBPART "P" APPLIES TO ALL EXCAVATIONS EXCEEDING FIVE (5) FEET IN DEPTH. IN ADDITION, EXCAVATION EXCEEDING TWENTY (20) FEET IN DEPTH REQUIRE THE DESIGN OF A TRENCH SAFETY SYSTEM BY A REGISTERED PROFESSIONAL ENGINEER.
13. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER AND CONTRACTOR TO MAINTAIN QUALITY CONTROL THROUGHOUT THIS PROJECT.
14. TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION TO CONFORM TO APPLICABLE LOCAL STANDARDS.
15. BEARINGS, DIMENSIONS, AND EASEMENTS ARE SHOWN FOR REFERENCE ONLY. SEE RECORD SURVEYS AND PLATS FOR EXACT INFORMATION.
16. THE ENGINEER AND/OR OWNER DISCLAIM ANY ROLE IN THE CONSTRUCTION MEANS AND METHODS ASSOCIATED WITH THE PROJECT.
17. SEE ARCHITECTURAL PLANS FOR DETAILS OF BUILDING, BUILDING DIMENSIONS AND SIGNAGE SPECIFICATIONS. DO NOT STAKE BUILDING FROM THESE PLANS.
18. COORDINATE CONSTRUCTION ACTIVITIES WITH ADJOINING WORK IF APPLICABLE. VERIFY EXTENT OF ADJOINING WORK AND COORDINATE AS REQUIRED.
19. FIELD VERIFY EXISTING CURBS AND TAPER PROPOSED VERTICAL CURBS TO MATCH WITHIN A MIN. OF THREE (3) FEET.
20. ± DIMENSIONS INDICATE FIELD DIMENSION ADJUSTMENT AREA BASED ON ACTUAL FIELD LAYOUT COORDINATES.
21. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FIELD DIMENSIONS. IF ANY DISCREPANCIES ARE FOUND IN THESE PLANS FROM ACTUAL FIELD CONDITIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
22. PROVIDE SMOOTH TRANSITION FROM NEWLY PAVED AREAS TO EXISTING AREAS AS NECESSARY. ALL AREAS WHERE PROPOSED PAVEMENT MEETS EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE FREE OF ALL LOOSE DEBRIS. THE EDGE OF EXISTING ASPHALT PAVEMENT SHALL BE PROPERLY SEALED WITH A TACK COAT MATERIAL IN ALL AREAS WHERE NEW ASPHALT PAVEMENT IS INDICATED TO JOIN EXISTING.
23. RESURFACE OR RECONSTRUCT AT LEAST TO ORIGINAL CONDITIONS ALL AREAS WHERE THE EXISTING PAVEMENT OR LAWNS ARE DAMAGED DURING CONSTRUCTION FROM TRAFFIC BY CONTRACTORS, SUBCONTRACTORS, OR SUPPLIERS AFTER CONSTRUCTION WORK IS COMPLETE.
24. CONTRACTOR SHALL PROTECT ALL PROPERTY LINES, CORNERS AND SURVEY PINS; ANY DAMAGES SHALL BE PAID BY THE CONTRACTOR AT THEIR EXPENSE.
25. REFER TO ARCHITECTURAL PLANS FOR BUILDING ACCESSORY DETAILS.
26. THE LOCATION OF EXISTING UTILITIES SHOWN HEREIN IS AN APPROXIMATION OF THEIR ACTUAL LOCATION AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO ASSUME ALL LIABILITY FOR ANY AND ALL DAMAGES WHICH MAY OCCUR DUE TO THE CONTRACTOR'S FAILURE TO PHYSICALLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.
27. ALL PAVEMENT MARKINGS ON TDOT ROW SHALL BE THERMOPLASTIC.

GENERAL CONSTRUCTION NOTES:

1. ALL DIMENSIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY CONSTRUCTION MANAGER AND DESIGNER OF RECORD IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN TO THE AFOREMENTIONED PEOPLE, AND CHANGES APPROVED.
2. THIS PLAN HAS BEEN REVIEWED BY THE AUTHORITY HAVING JURISDICTION AND/OR ITS AUTHORIZED REPRESENTATIVE. BUT SUCH CHECKING AND/OR APPROVAL DOES NOT RELIEVE THE CONTRACTOR FROM THEIR RESPONSIBILITY TO CORRECT ERRORS, OMISSIONS OR MAKE CHANGES REQUIRED BY CONDITIONS DISCOVERED IN THE FIELD DURING THE COURSE OF CONSTRUCTION. TACO BELL CONSTRUCTION MANAGER & THE AUTHORITY HAVING JURISDICTION SHALL BE INFORMED IN WRITING OF ANY CHANGES MADE DURING CONSTRUCTION PRIOR TO EXECUTION OF SAID CHANGE.
3. ALL REVISIONS TO THIS PLAN MUST BE REVIEWED BY THE AUTHORITY HAVING JURISDICTION(S) PRIOR TO CONSTRUCTION AND SHALL BE ACCURATELY SHOWN ON REVISED PLANS STAMPED AND SIGNED BY THE APPROPRIATE PROFESSIONAL(S) PRIOR TO THE INSTALLATION OF THE IMPROVEMENTS.
4. THE CONTRACTOR SHALL NOT PERFORM ANY EXCAVATION OPERATIONS UNTIL ALL APPLICABLE UTILITY COMPANIES, COUNTY AND CITY AGENCIES HAVE BEEN NOTIFIED AND GIVEN THE OPPORTUNITY TO MARK THEIR FACILITIES IN THE FIELD. THE CONTRACTOR SHALL COORDINATE ALL FACILITIES MARKINGS.
5. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE APPROPRIATE AGENCIES, UTILITIES OR COMPANIES TO PROVIDE TEMPORARY ELECTRIC POWER, WATER SUPPLY AND SANITARY FACILITIES DURING DURATION OF CONSTRUCTION ACTIVITIES. ASSOCIATED COSTS SHALL BE INCIDENTAL TO PROJECT.
6. ALL WORK SHALL BE PER OSHA AND APPLICABLE FEDERAL, STATE AND LOCAL CODE REQUIREMENTS.
7. THE CONTRACTOR SHALL SECURE ALL REQUIRED ENCROACHMENT AND/OR OTHER PERMITS FROM ALL GOVERNING AGENCIES BEFORE THE COMMENCEMENT OF WORK. CONTRACTOR SHALL MINIMIZE INTERFERENCE WITH ADJOINING ROADS, STREETS, WALKS OR OTHER ADJACENT OCCUPIED OR USED FACILITIES. STREETS, WALKS OR OTHER ADJACENT OCCUPIED OR USED FACILITIES SHALL NOT BE CLOSED OR OBSTRUCTED WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION; ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS SHALL BE PROVIDED IF REQUIRED BY AUTHORITIES HAVING JURISDICTION.
8. CONTRACTOR AGREES THAT THEY SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS. DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORK HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, AND ENGINEER FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT; EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE FROM THE OWNER, ARCHITECT, OR ENGINEER. THE ENGINEER ASSUMES NO RESPONSIBILITY EXCEPT FOR THE ADEQUACY OF THEIR DESIGN CONTAINED HEREIN.
9. ALL GRADING TO BE IN ACCORDANCE WITH LOCAL ADOPTED CODES AND ASTM D1557. GRADING SHALL MATCH ALL SURROUNDING EXISTING GRADES.
10. THE SITE SHALL BE EITHER UNIFORMLY GRADED BETWEEN POINTS WHERE ELEVATIONS ARE GIVEN, BETWEEN SUCH POINTS AND EXISTING FINISHED GRADES, OR CONFORM POINTS (SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES). IT SHALL COMPLY WITH THE GEOTECHNICAL'S REPORT COMPACTION REQUIREMENTS AND BE SLOPED TO DIRECT WATER AWAY FROM THE BUILDING AND TO PREVENT PONDING ANYWHERE ON SITE.
11. PRIOR TO PLACING AGGREGATE BASE OR PAVEMENT, THE SUBGRADE SHALL BE TREATED WITH A SOILS STERILIZATION TYPE WEED KILLER (EPA-REGISTERED) AND TERMITE CONTROL; WHERE REQUIRED.
12. CONTRACTOR IS RESPONSIBLE FOR RESETTING EXISTING MONITORING WELLS, MANHOLES, CLEAN-OUTS AND ANY OTHER STRUCTURE TO FINISH GRADE AS NECESSARY.
13. EXISTING ASPHALT PAVING AND/OR CONCRETE SHALL BE CUT TO A NEAT, STRAIGHT LINE (WHEN APPLICABLE). ALL EXPOSED VERTICAL SURFACES SHALL BE TACKED COATED BELOW FINISH GRADE LINE WITH ASPHALT EMULSION PRIOR TO PAVING.
14. ALL NEW CONCRETE PAVING SHALL BE SEALED. JOINT SEALANT SHALL BE APPLIED TO ALL EXPANSIONS AND ISOLATION JOINTS; AND CONTROL JOINTS IN DRIVEWAY SLABS.
15. 'SAW-CUTTING' TO CREATE CONTROL JOINTS SHALL BE DONE WITHIN 1 TO 4 HOURS (PENDING TEMPERATURE) AFTER THE HARDENING SUFFICIENTLY, TO PREVENT RAVELING OR DISLODGING OF AGGREGATES, OF THE CONCRETE.
16. UNLESS OTHERWISE NOTED, ALL CURBS SHALL HAVE A 6" CURB FACE.
17. ASPHALT PRIME COAT SHALL BE APPLIED TO THE COMPACTED AGGREGATE BASE PRIOR TO PLACING ASPHALTIC CONCRETE. THE RATE OF APPLICATION SHALL BETWEEN 0.2 AND 0.5 GALLONS PER SQUARE YARD.
18. ASPHALT TACK COAT SHALL BE APPLIED BELOW FINISHED GRADE TO ALL VERTICAL SURFACES IN CONTACT WITH THE ASPHALT PAVEMENT AND TO THE SURFACE OF THE BASE COURSE WITH FINISH COURSE PLACED ON DIFFERENT DAYS. TACK COAT SHALL BE APPLIED AT A RATE BETWEEN 0.05 AND 0.15 GALLONS PER SQUARE YARD.
19. SEAL COAT SHALL BE APPLIED TO ALL NEW ASPHALTIC PAVEMENT PER MANUFACTURER SPECIFICATIONS AND MCDONALDS PROJECT MANUAL.
20. ANY WORK THAT IMPACTS ACCESSIBILITY SHALL BE RESTORED TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL ADOPTED CODES; MOST STRIGENT SHALL APPLY.
21. THE CONTRACTOR SHALL PROVIDE AN "AS-BUILT" PLAN WITH ALL MODIFICATIONS/CHANGES NOTED/SHOWN ON THE FINAL DRAWING SET.

Palmer ENGINEERING
PALMER ENGINEERING
1040 MONARCH STREET
SUITE 210
LEXINGTON, KY 40513
(859) 389-9293

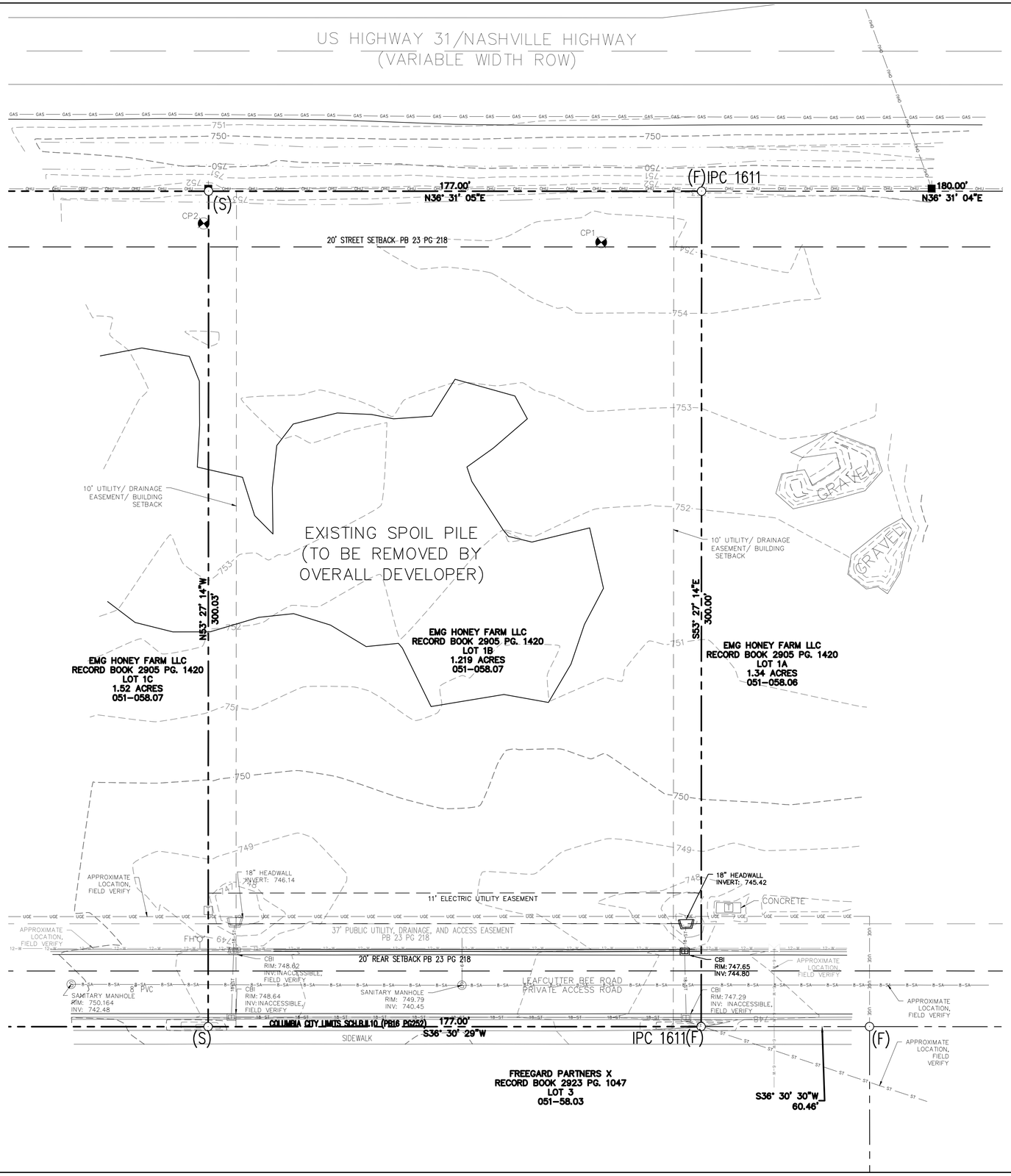
CONTRACT DATE:	03/30/2026
BUILDING TYPE:	END. MED40
PLAN VERSION:	TBD
SITE NUMBER:	TBD
STORE NUMBER:	TBD

TACO BELL
HONEY FARM CROSSING
COLUMBIA, TN

COVER SHEET

C-0.0

PERMIT PLOT DATE: 03/30/2026



LEGEND

- PP – POWER POLE
- – WATER VALVE
- – SANITARY SEWER MANHOLE
- – CURB BOX INLET
- – HEADWALL
- – IRON PIN
- (F) – FOUND PROPERTY CORNER IRON PIN
- (S) – SET PROPERTY CORNER IRON PIN
- T – TRANSFORMER
- – PROPERTY BOUNDARY
- – ADJACENT BOUNDARY
- – EXISTING EASEMENT
- 935 – EXISTING MAJOR CONTOUR
- – EXISTING MINOR CONTOUR
- OHU – OVERHEAD UTILITY LINE
- ST – STORM SEWER LINE
- 18-ST – 18" HDPE STORM SEWER LINE
- 8-SA – SANITARY SEWER LINE
- GAS – GAS LINE
- 12-W – 12" WATER LINE
- 6-W – 6" WATER LINE
- – BUILDING SETBACK
- UGE – UNDERGROUND ELECTRIC LINE
- – UTILITY/ DRAINAGE EASEMENT SETBACK
- – ELECTRIC UTILITY EASEMENT

CONTROL POINT SCHEDULE (CP)

CP #	SURVEY COORDINATES 'X', 'Y' & 'Z'			BM LOCATION
CP1	X: 1674591.61	Y: 496057.78	Z: 754.47	IRON PIN
CP2	X: 1674501.18	Y: 495947.06	Z: 753.34	IRON PIN

SURVEY NOTES:

1. UNDERGROUND UTILITIES SHOWN APPROXIMATELY ONLY. NO EXCAVATION PERFORMED FOR THIS SURVEY. CONTACT ALL UTILITY OWNERS PRIOR TO ANY EXCAVATION.
2. THIS SITE IS NOT WITHIN THE 100 YEAR FLOOD PLAIN PER THE NATIONAL FLOOD INSURANCE RATE MAP FOR MAURY COUNTY, MAP NUMBER 47119C0180E, REVISED 04/16/2007.

811 Know what's below. Call before you dig.

1"=20'-0" 20 10 0 20'

NORTH INDICATED IS IN RELATION TO TENNESSEE STATE PLANE ZONE.

Palmer ENGINEERING
PALMER ENGINEERING
1040 MONARCH STREET
SUITE 210
LEXINGTON, KY 40513
(859) 389-9293

CONTRACT DATE: 03/30/2026
BUILDING TYPE: END. MED40
PLAN VERSION: TBD
SITE NUMBER: TBD
STORE NUMBER: TBD

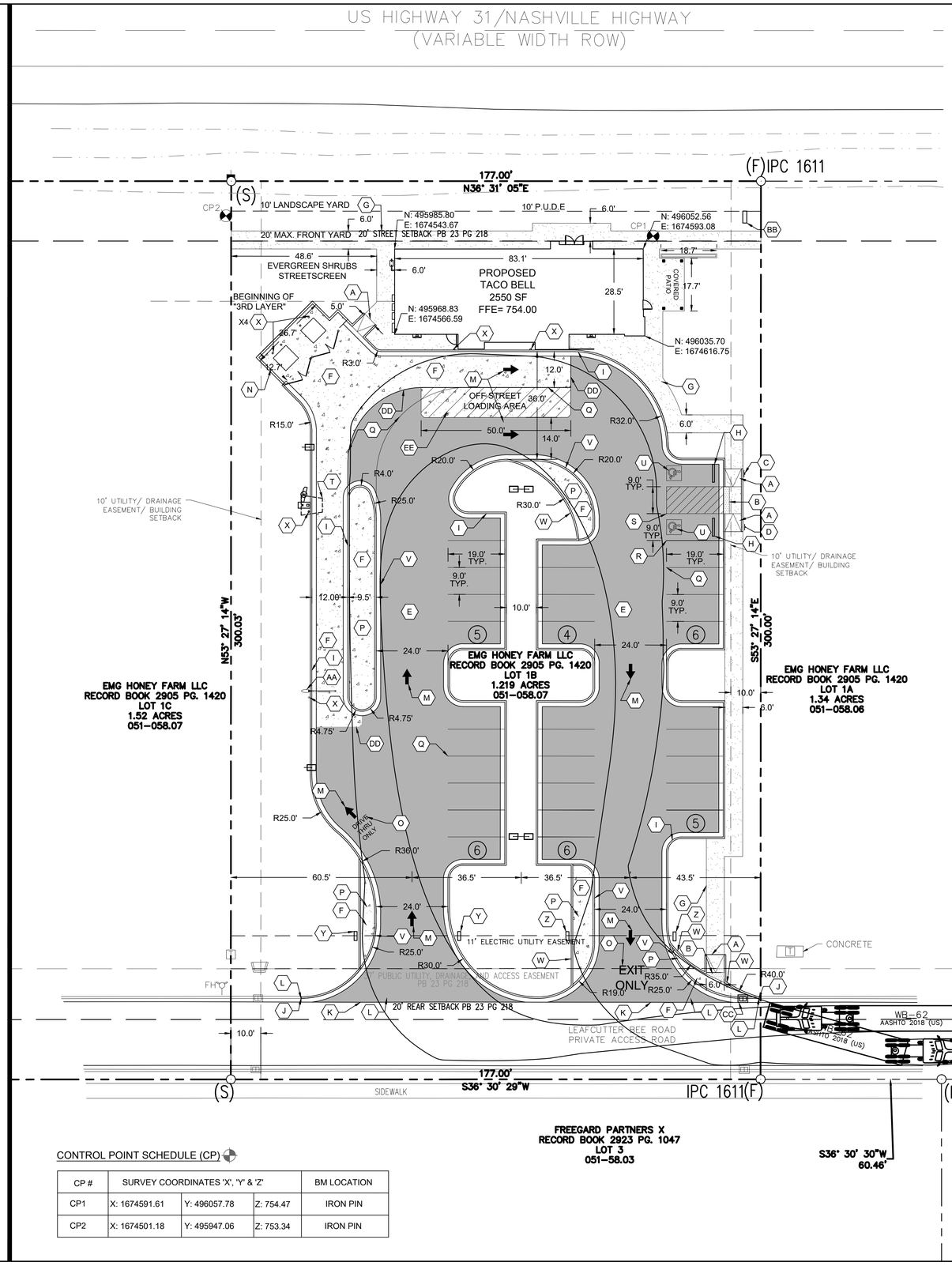
TACO BELL

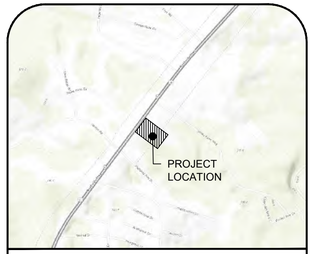
HONEY FARM CROSSING
COLUMBIA, TN

BOUNDARY AND TOPOGRAPHY SURVEY PLAN

C-0.1

PERMIT PLOT DATE: 03/30/2026





Columbia, Maury County, Tennessee

VICINITY MAP (N.T.S)

SITE DATA INFORMATION

LOT SIZE	53,103 SQ FT / 1.22 ACRES
PROPOSED USE	QUICK SERVICE RESTAURANT
ZONING	MU PUD
PROPOSED BUILDING HEIGHT	24'-0"
REQUIRED PARKING (1 PER 100 USABLE SPACE) MAX. 50% OVER MIN.	MIN.2,550 SF / 100 = 26 SPACES MAX. 26 X 50% = 39
PROPOSED PARKING	32 SPACES
QUEUING REQUIREMENTS	MIN. 8 SPACES
PROPOSED QUEUING	16 SPACES
PROPOSED IMPERVIOUS AREA	29,960 SQ FT
REQUIRED LOT WIDTH	18 FT MIN AND 180 FT MAX
LOT WIDTH	177 FT
REQUIRED FRONTAGE BUILDOUT	60% AND ADMINISTRATIVE 20% BUILDOUT ADJUSTMENT = 84.96' (177' X 60% = 106.2'; 106.2' X -20% = 84.96' WIDTH REQUIRED)
PROPOSED FRONTAGE BUILDOUT	130.4' FRONTAGE BUILDOUT (83.1' TOTAL BUILDING WIDTH AND 48.6' EVERGREEN SHRUB STREETSCREEN) 20% ALLOWABLE STREETSCREEN WIDTH = 26.3' (83.1' TOTAL BUILDING WIDTH AND ALLOWED 26.3' STREETSCREEN WIDTH = 109.4')

LEGEND

- PROPERTY LINE
- BUILDING SETBACK LINE
- PUBLIC UTILITY EASEMENT LINE
- (1) NUMBER OF PARKING SPACES
- HEAVY DUTY ASPHALT PAVEMENT
- CONCRETE PAVEMENT/SIDEWALK
- HEAVY DUTY CONCRETE PAVEMENT
- LANDSCAPE SETBACK
- PROPOSED LIGHT POLES (SEE SITE LIGHTING & PHOTOMETRICS PLAN

SITE PLAN NOTES:

1. ALL CONSTRUCTION MUST CONFORM TO CITY OF COLUMBIA AND STATE OF TENNESSEE STANDARDS.
2. ALL DIMENSIONS, UNLESS NOTED OTHERWISE ARE TO THE FACE OF THE CURB, BUILDING, OR WALL. WHERE CURB IS NOT PRESENT, DIMENSIONS ARE TO EDGE OF PAVEMENT. ALL RADII ARE 5 FEET UNLESS OTHERWISE DIMENSIONED ON THIS SHEET.
3. NO GRADING, STRIPPING, EXCAVATION, FILLING OR OTHER DISTURBANCE OF THE NATURAL GROUND COVER SHALL TAKE PLACE UNTIL PERIMETER EROSION CONTROL MEASURES ARE INSTALLED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY CITY OR STATE PERMITS.
4. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE PROJECT DOCUMENTS.
5. ALL SURVEY INFORMATION IS RELATIVE TO TENNESSEE STATE PLANE COORDINATE SYSTEM.
6. SEE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND BOLLARD LOCATIONS.
7. SEE ELECTRICAL PLANS FOR SITE LIGHTING LOCATIONS.
8. ALL SIDEWALKS ADJACENT TO THE ADA PARKING SPACES ACCESSIBLE TO THE NEAREST DOOR SHALL BE IN COMPLIANCE WITH ADA REGULATIONS. NO SIDEWALKS SHALL HAVE GREATER THAN 5% RUNNING SLOPE OR HAVE MORE THAN A 2% CROSS SLOPE.
9. ADA PARKING STALLS AND ACCESS AISLE SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION.
10. COORDINATES AND DIMENSIONS SHOWN ARE TO EDGE OF PAVEMENT, EDGE OF BUILDING, OR FACE OF CURB.
11. ADA PARKING STALLS AND ACCESS AISLE SHALL BE MINIMUM 9'X18' IN DIMENSION (EACH).

SITE PLAN KEY:

KEY	DESCRIPTION	DETAIL
A	ADA ACCESSIBLE RAMP WITH 6' CURB TAPER (6' LONG, MAX SLOPE 12:1)	B/C-1.1
B	DETECTABLE WARNING	K/C-1.1
C	VAN ACCESSIBLE ADA PARKING SIGN	I/C-1.1
D	ADA ACCESSIBLE PARKING SIGN	I/C-1.1
E	HEAVY DUTY ASPHALT PAVEMENT	C/C-1.1
F	HEAVY DUTY CONCRETE PAVEMENT	D/C-1.1
G	CONCRETE SIDEWALK W/CURB WHERE APPLICABLE	A/C-1.1
H	RUBBER WHEEL STOP	M/C-1.2
I	24" CURB AND GUTTER	F/C-1.1
J	TIE TO EXISTING CURB AND GUTTER	
K	EDGE KEY	N/C-1.2
L	REMOVE EXISTING CURB AND GUTTER	
M	TRAFFIC ARROW (8 TOTAL)	L/C-1.1
N	DUMPSTER PAD AREA ENCLOSURE (SEE ARCHITECTURAL DRAWINGS)	
O	PAINTED WHITE LETTERING	
P	MOUNTABLE MEDIAN	P/C-1.2
Q	4" SOLID WHITE PAINT STRIPE	
R	4" SOLID BLUE PAINT STRIPE	
S	45° BLUE CROSS HATCH STRIPING	
T	MENU BOARD, CANOPY, SPEAKER BOX (SEE ARCHITECTURAL DRAWINGS)	
U	ADA ACCESSIBLE SYMBOL	J/C-1.1
V	ROLLED CURB AND GUTTER	R/C-1.2
W	6" HEADER CURB	E/C-1.1
X	BOLLARD	H/C-1.1
Y	"ONE WAY ONLY" DIRECTIONAL SIGNAGE	O/C-1.2
Z	"ONE WAY ONLY DO NOT ENTER" DIRECTIONAL SIGNAGE	Q/C-1.2
AA	OVERHEAD CLEARANCE BAR (SEE ARCHITECTURAL DRAWINGS)	
BB	MONUMENT SIGN(SEE ARCHITECTURAL PLANS FOR DETAILS	
CC	REMOVE AND REPLACE EXISTING CBI (SEE C-3.0 FOR REPLACEMENT)	
DD	CONCRETE/ASPHALT JOINT	G/C-1.1
EE	45° WHITE CROSS HATCH STRIPING	

CONTROL POINT SCHEDULE (CP)

CP #	SURVEY COORDINATES 'X', 'Y' & 'Z'			BM LOCATION
CP1	X: 1674591.61	Y: 496057.78	Z: 754.47	IRON PIN
CP2	X: 1674501.18	Y: 495947.06	Z: 753.34	IRON PIN

811 Know what's below. Call before you dig.

1"=20'-0"

20 10 0 20'

NORTH INDICATED IS IN RELATION TO TENNESSEE STATE PLANE ZONE.

Palmer ENGINEERING
PALMER ENGINEERING
1040 MONARCH STREET
SUITE 210
LEXINGTON, KY 40513
(859) 389-9293

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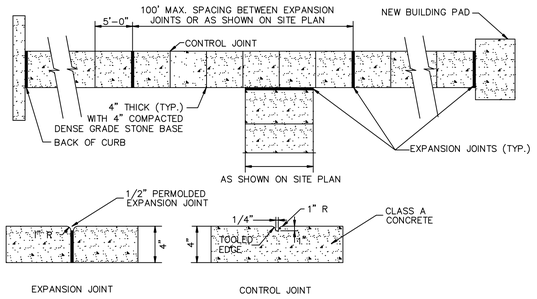
TACO BELL
HONEY FARM CROSSING
COLUMBIA, TN

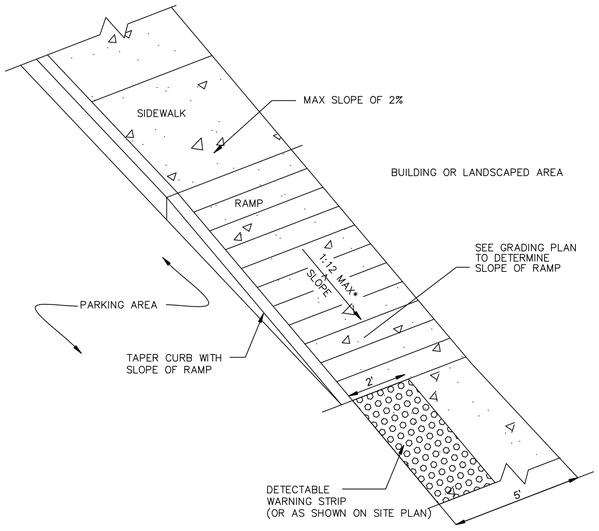
SITE PLAN

C-1.0

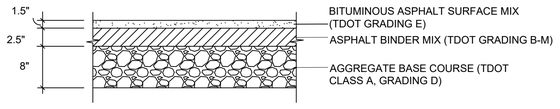
PERMIT PLOT DATE: 03/30/2026



CONCRETE SIDEWALK
NOT TO SCALE — A

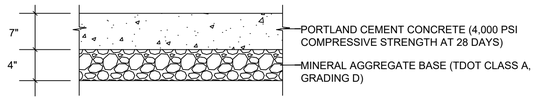


ADA ACCESSIBLE CURB RAMP DETAIL
NOT TO SCALE — B



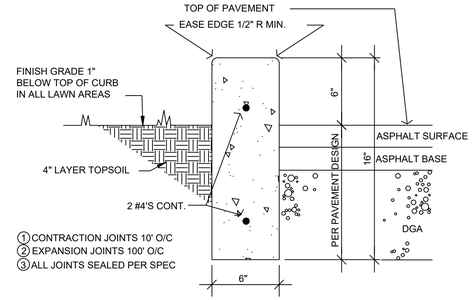
HEAVY DUTY ASPHALT PAVEMENT DETAIL
NOT TO SCALE — C

NOTE: HEAVY DUTY ASPHALT PAVEMENT PER GEOTECHNICAL ENGINEER'S RECOMMENDATION IN COLUMBIA TACO BELL GEOTECHNICAL ENGINEERING REPORT BY TERRACON, DATED SEPTEMBER 10TH 2025.

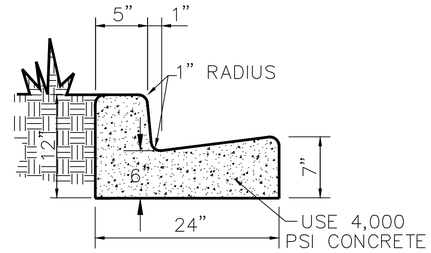


HEAVY DUTY CONCRETE PAVING DETAIL
NOT TO SCALE — D

NOTE: HEAVY DUTY ASPHALT PAVEMENT PER GEOTECHNICAL ENGINEER'S RECOMMENDATION IN COLUMBIA TACO BELL GEOTECHNICAL ENGINEERING REPORT BY TERRACON, DATED SEPTEMBER 10TH 2025.

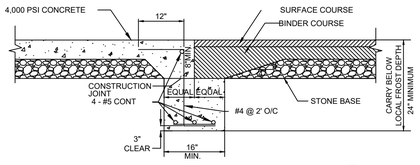


6" HEADER CURB DETAIL
NOT TO SCALE — E

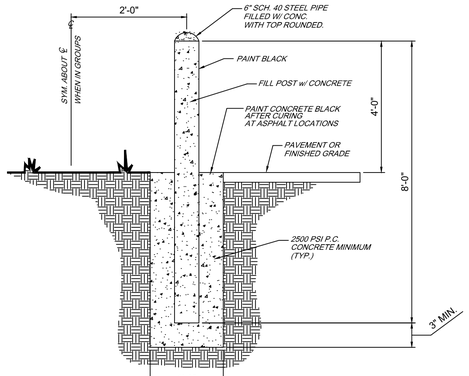


1. CONTRACTION JOINTS 10' O/C
2. EXPANSION JOINTS 100' O/C
3. ALL JOINTS SEALED PER SPEC
4. BASE AND SUBGRADE REQUIREMENTS SHALL MATCH ADJACENT PAVEMENT DETAIL
5. INSTALL PER CITY/STATE STANDARD DRAWINGS

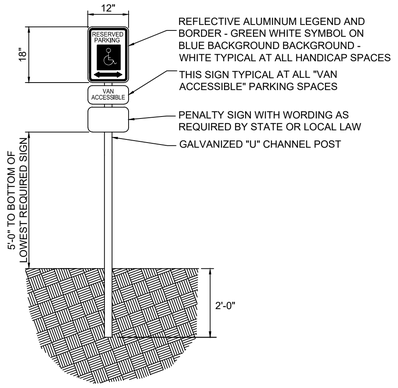
24" STANDARD CURB AND GUTTER
NOT TO SCALE — F



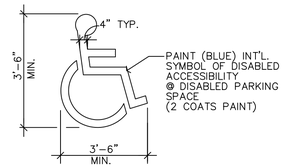
CONCRETE/ASPHALT JOINT DETAIL
NOT TO SCALE — G



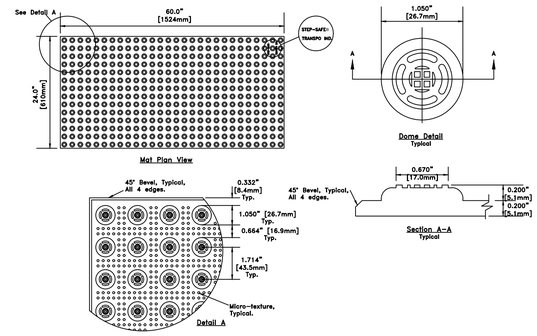
BOLLARD DETAIL
NOT TO SCALE — H



ADA ACCESSIBLE PARKING SIGN
NOT TO SCALE — I

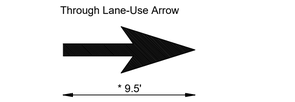


ADA ACCESSIBLE SYMBOL DETAIL
NOT TO SCALE — J



*ALL DETECTABLE WARNING SHALL BE YELLOW

DETECTABLE WARNING
NOT TO SCALE — K



* Minimum Sizes For Normal Installation.
For Proper Proportion, See Standard Alphabets For Highway Signs and Pavement Markings

TRAFFIC ARROWS
NOT TO SCALE — L

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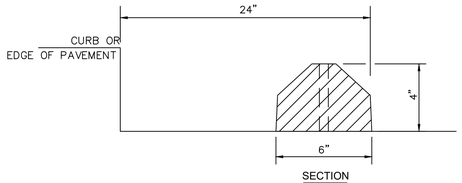
TACO BELL

HONEY FARM CROSSING
COLUMBIA, TN

SITE DETAILS

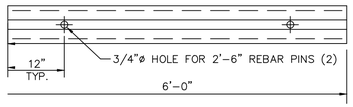
C-1.1

PERMIT PLOT DATE: 03/30/2026

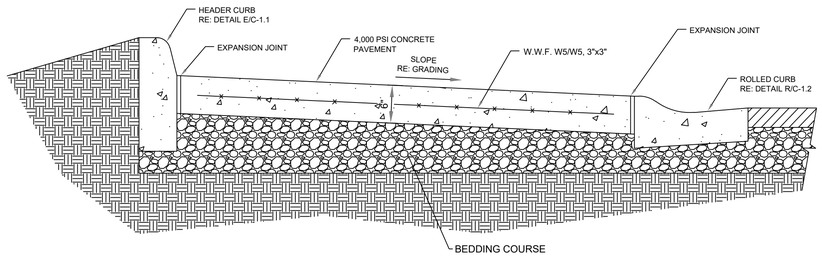


SECTION

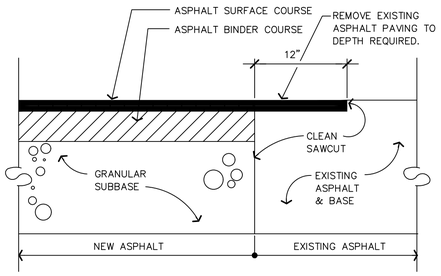
RECYCLED RUBBER WHEEL STOPS WITH WHITE STRIPES (72"L x 6"W x 4"H); ACCESSIBLE PARKING WITH BLUE STRIPES



RECYCLED RUBBER WHEEL STOP (M)
NOT TO SCALE

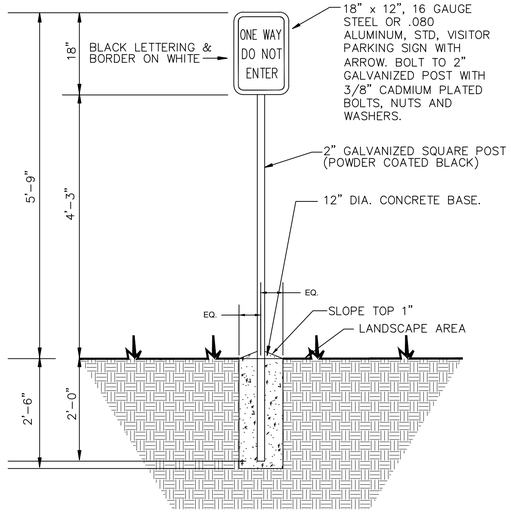


MOUNTABLE CONCRETE MEDIAN DETAIL (P)
NOT TO SCALE

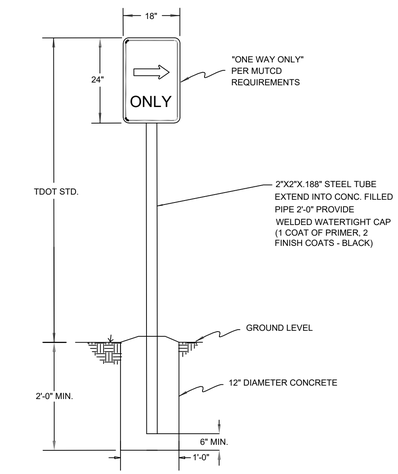


NOTE: TYPICAL AT NEW TO EXISTING PAVEMENT TIE-IN POINTS.

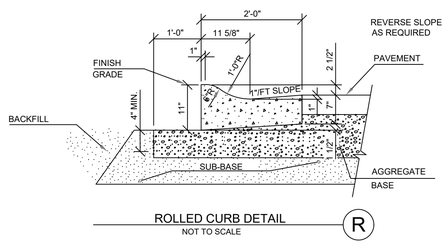
EDGE KEY DETAIL (N)
NOT TO SCALE



DO NOT ENTER SIGN (Q)
NOT TO SCALE



ONE WAY ONLY SIGN DETAIL (O)
NOT TO SCALE



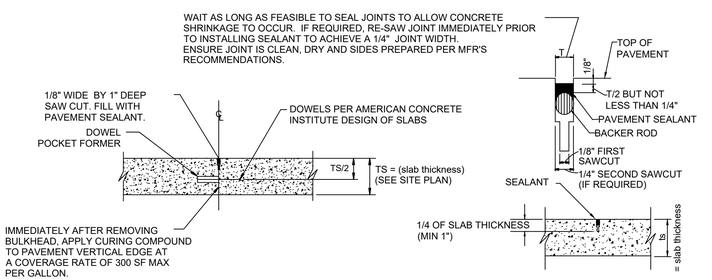
ROLLED CURB DETAIL (R)
NOT TO SCALE

Table 5.1—Dowel size and spacing for round, square, and rectangular dowels*

Slab depth, in. (mm)	Dowel dimensions,† in. (mm)			Dowel spacing center-to center, in. (mm)		
	Round	Square	Rectangular‡	Round	Square	Rectangular
5 to 6 (130 to 150)	3/4 x 14 (19 x 360)	3/4 x 14 (19 x 360)	3/8 x 2 x 12 (9 x 51 x 300)	12 (300)	14 (360)	19 (480)
7 to 8 (180 to 200)	1 x 16 (25 x 410)	1 x16 (25 x 410)	1/2 x 2-1/2 x 12 (13 x 64 x 300)	12 (300)	14 (360)	18 (460)
9 to 11 (230 to 280)	1-1/4 x 18 (32 x 460)	1-1/4 x 18 (30 x 450)	3/4 x 2-1/2 x 12 (19 x 64 x 300)	12 (300)	12 (300)	18 (460)

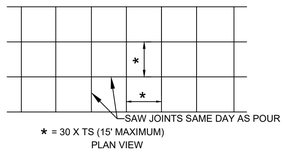
*ACI Committee 325 (1956); Walker and Holland (1998).
†Total dowel length includes allowance made for joint opening and minor errors in positioning dowels.
‡Rectangular plates are typically used in sawcut contraction joints.
Notes: Table values based on a maximum joint opening of 0.20 in. (5 mm). Dowels must be carefully aligned and supported during concrete operations. Misaligned dowels may lead to cracking.

NOTE: CLIP ABOVE FROM ACI 360R-06 DESIGN OF SLABS-ON-GROUND



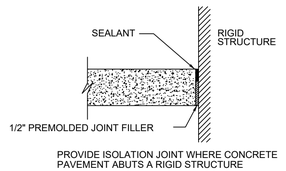
CONSTRUCTION JOINT

SAW JOINT



* = 30 X TS (15' MAXIMUM)
PLAN VIEW

CONCRETE PAVEMENT



PROVIDE ISOLATION JOINT WHERE CONCRETE PAVEMENT ABUTS A RIGID STRUCTURE

ISOLATION JOINT

CONCRETE PAVEMENT JOINT DETAIL (S)
NOT TO SCALE

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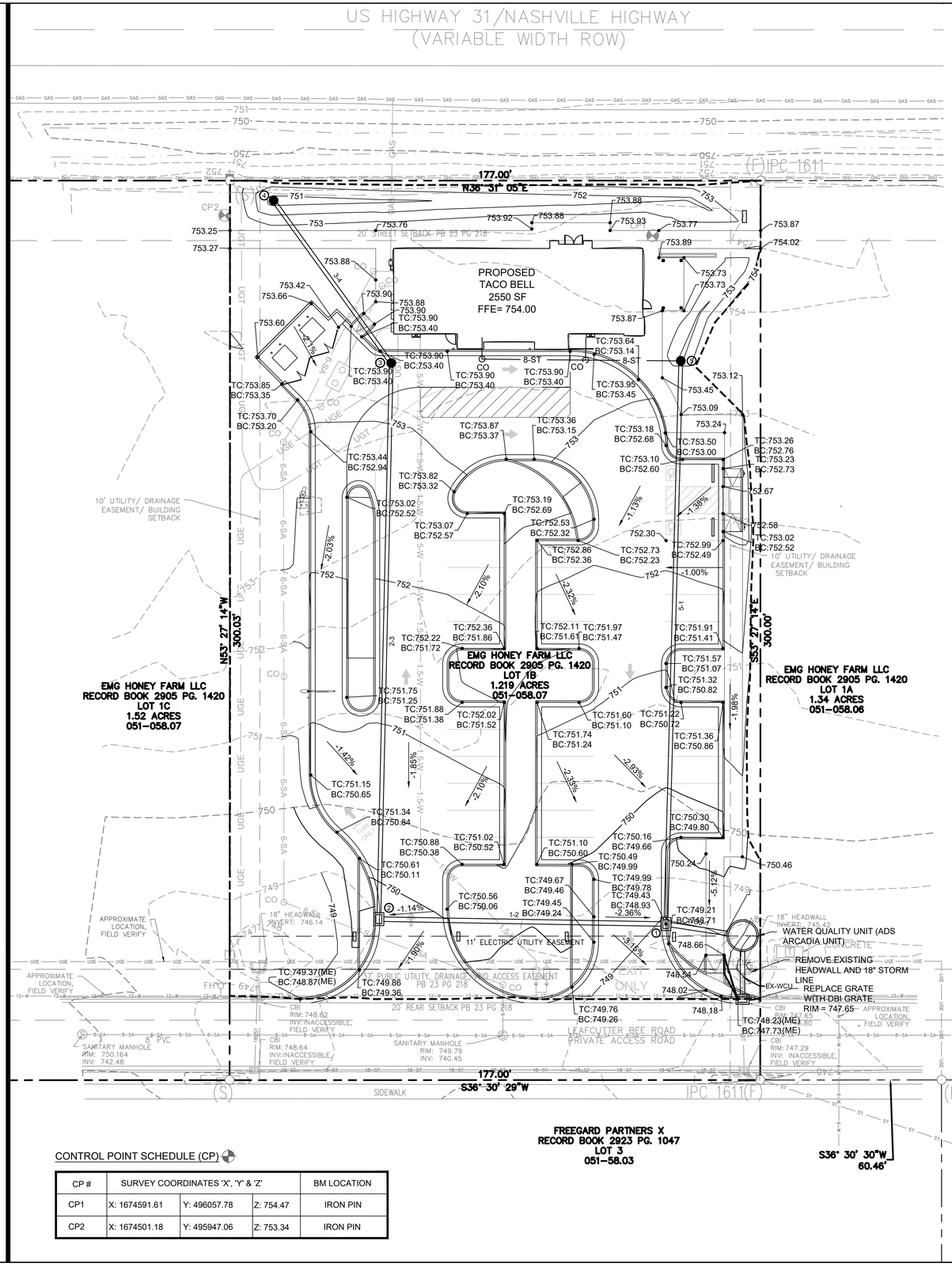
TACO BELL

HONEY FARM CROSSING
COLUMBIA, TN

SITE DETAILS

C-1.2

PERMIT PLOT DATE: 03/30/2026



CONTROL POINT SCHEDULE (CP)

CP #	SURVEY COORDINATES 'X', 'Y' & 'Z'			BM LOCATION
CP1	X: 1674591.61	Y: 496057.78	Z: 754.47	IRON PIN
CP2	X: 1674501.18	Y: 495947.06	Z: 753.34	IRON PIN

LEGEND

- PROPERTY LINE
- EASEMENT
- 615 EXISTING MAJOR CONTOUR
- 615 EXISTING MINOR CONTOUR
- 8-ST PROPOSED STORM PIPE
- 750 PROPOSED MAJOR CONTOUR
- 751 PROPOSED MINOR CONTOUR
- LIMITS OF DISTURBANCE
- 18-ST EXISTING STORM LINE
- -1.00% SURFACE SLOPE
- 752.00 SURFACE SPOT ELEVATION
- 752.00 (ME) MATCH EXISTING ELEVATION
- TC: 754.00 BC: 753.50 TOP / BOTTOM OF CURB
- CO CLEAN OUT
- PROPOSED INLETS

GRADING & DRAINAGE NOTES:

1. ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED, INCLUDING TREES, FENCING, ETC. WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFF SITE BY THE EXCAVATING CONTRACTOR.
2. BURNING WILL BE SUBJECT TO LOCAL REGULATIONS.
3. EXCAVATING CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES HAVING UNDERGROUND UTILITIES ON SITE PRIOR TO EXCAVATION.
4. SITE GRADING SHALL NOT COMMENCE UNTIL APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED AND APPROVAL HAS BEEN OBTAINED FROM ALL REGULATORY AGENCIES HAVING JURISDICTION.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CIVIL AND GEOTECHNICAL ENGINEERS IF ON-SITE DISCREPANCIES ARE OBSERVED THAT WOULD AFFECT THE EARTHWORK QUANTITIES.
6. CONSULT WITH THE GEOTECHNICAL ENGINEER FOR PROPER STABILIZATION OF THE SITE. ANY STABILIZATION PROCEDURE SHOULD BE PERFORMED UNDER DIRECT SUPERVISION OF A QUALIFIED GEOTECHNICAL ENGINEER.
7. THE GEOTECHNICAL ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL EARTHWORK OPERATIONS INCLUDING, BUT NOT LIMITED TO, CLEARING AND GRUBBING, SUB-GRADE PREPARATION, STRUCTURAL PREPARATION, STRUCTURAL AND TRENCH EXCAVATION AND BACKFILL, AND PLACEMENT AND COMPACTION OF FILL.
8. SUFFICIENT TEST OF FILL SOILS SHALL BE MADE TO VERIFY THAT SOIL PROPERTIES COMPLY WITH THE DESIGN REQUIREMENTS, AS DETERMINED BY THE GEOTECHNICAL ENGINEER ON SITE.
9. THE OWNER MAY REQUEST ADDITIONAL GEOTECHNICAL TESTING, AT THE OWNER'S EXPENSE, AS APPEARS NECESSARY.
10. POSITIVE DRAINAGE TO THE NEAREST DRAINAGE FEATURE MUST BE MAINTAINED AT ALL TIMES. NO PONDING WILL BE PERMITTED.
11. MAINTAIN SITE GRADING SUCH THAT ALL SURFACE WATER WITHIN EARTH DISTURBING LIMITS AND DEWATERING, IF REQUIRED, IS DIVERTED THROUGH EROSION AND SEDIMENT CONTROL MEASURES.
12. THE DIRECTION OF THE TEXT FOR CONTOUR LABELS INDICATES THE DIRECTION OF THE SLOPE.
13. FINAL DOWNSPOUT LOCATIONS PER ARCHITECTURAL PLANS.
14. NO SIDEWALK SHALL EXCEED 2% CROSS SLOPE OR 5% LONGITUDINAL SLOPE.
15. HANDICAP SPACES AND ASSOCIATED ACCESS AISLES SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION.
16. ALL PROPOSED PIPES SHALL BE EITHER RCP OR HDPE. CONTRACTOR TO COORDINATE WITH OWNER ON DECISION IN THE FIELD.
17. PIPE LENGTHS SHOWN ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE AND ROUNDED UP TO THE NEAREST WHOLE NUMBER.
18. ALL STORM PIPE SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
19. DOWNSPOUTS/ROOF DRAINS SHALL BE TIED TO THE PROPOSED STORM SEWER SYSTEM OR NEAREST DRAINAGE FEATURE. CONTRACTOR TO INSTALL HEADER PIPES, AS NECESSARY, WITH SUFFICIENT PIPE SIZES (PER PLUMBING CODES) AND AT SUFFICIENT SLOPES (NOT LESS THAN 1%) TO CARRY ROOF DRAINAGE. INSTALL CLEANOUTS WHERE NECESSARY TO MAINTAIN ALL DOWNSPOUTS AND HEADER PIPES.
20. ALL IMPORT / EXCESS MATERIAL, UNLESS OTHERWISE COORDINATED WITH THE OWNER, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
21. WATER DETENTION IS ACCOUNTED FOR IN THE REGIONAL BASIN BEHIND THE STORAGE UNITS.
22. PER THE GEOTECHNICAL EXPLORATION REPORT AND DUE TO UNDOCUMENTED FILL BEING PLACED ON THE SITE, THE CONTRACTOR SHALL UNDERCUT A MINIMUM 3 FEET BELOW FOUNDATION BEARING LEVEL TO CONSTRUCT A MINIMUM 3 FOOT THICK "BUFFER" LAYER OF NEW ENGINEERED FULL BENEATH THE FOUNDATION BEARING LEVEL. UNDERCUT SHOULD EXTEND 1.5' BEYOND THE EXTERIOR EDGES OF THE FOUNDATIONS. LIFTS OF 2' AND 1' ARE RECOMMENDED FOR THIS INSTALLATION. SEE GEOTECHNICAL EXPLORATION REPORT FOR MORE DETAILS.

STORM STRUCTURE TABLE			
STRUCTURE #	DESCRIPTION	STRUCTURE DETAILS	COORDINATES
1	CBI	RIM = 749.26 INV IN = 745.53 INV IN = 747.64 INV OUT = 745.53	N=495924.67 E=1674778.76
2	DBI	RIM = 749.77 INV IN = 746.02 INV OUT = 746.02	N=495848.70 E=1674720.47
3	YARD DRAIN	RIM = 753.38 INV IN = 746.94 INV OUT = 746.94	N=495962.40 E=1674573.88
4	YARD DRAIN	RIM = 750.47 INV OUT = 747.27	N=495963.10 E=1674506.93
5	YARD DRAIN	RIM = 751.77 INV OUT = 747.89	N=496040.45 E=1674630.78

STORM PIPE TABLE				
PIPE #	SIZE	LENGTH	SLOPE	MATERIAL
EX-WCU	18"	14'	4.39%	HDPE / RCP
WCU-1	18"	21'	0.55%	HDPE / RCP
1-2	18"	96'	0.51%	HDPE / RCP
2-3	15"	186'	0.50%	HDPE / RCP
3-4	15"	67'	0.49%	HDPE / RCP
5-1	12"	188'	1.59%	HDPE / RCP

811 Know what's below. Call before you dig.

1"=20'-0"

20 10 0 20'

NORTH INDICATED IS IN RELATION TO TENNESSEE STATE PLANE ZONE.

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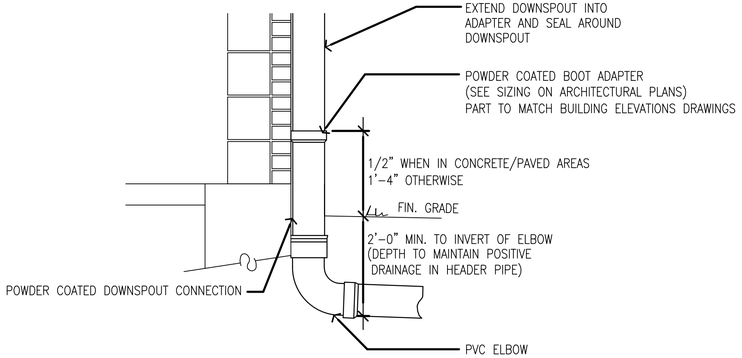
TACO BELL

HONEY FARM CROSSING
COLUMBIA, TN

GRADING PLAN

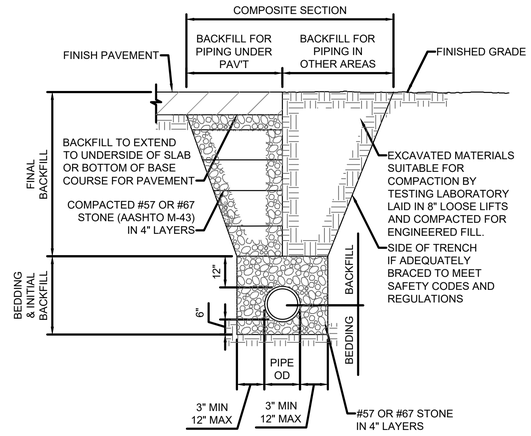
C-3.0

PERMIT PLOT DATE: 03/30/2026



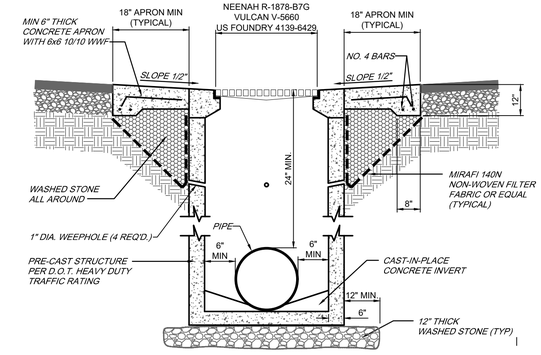
A DOWNSPOUT CONNECTION DETAIL

NOT TO SCALE



B PIPE BEDDING & BACKFILL DETAIL

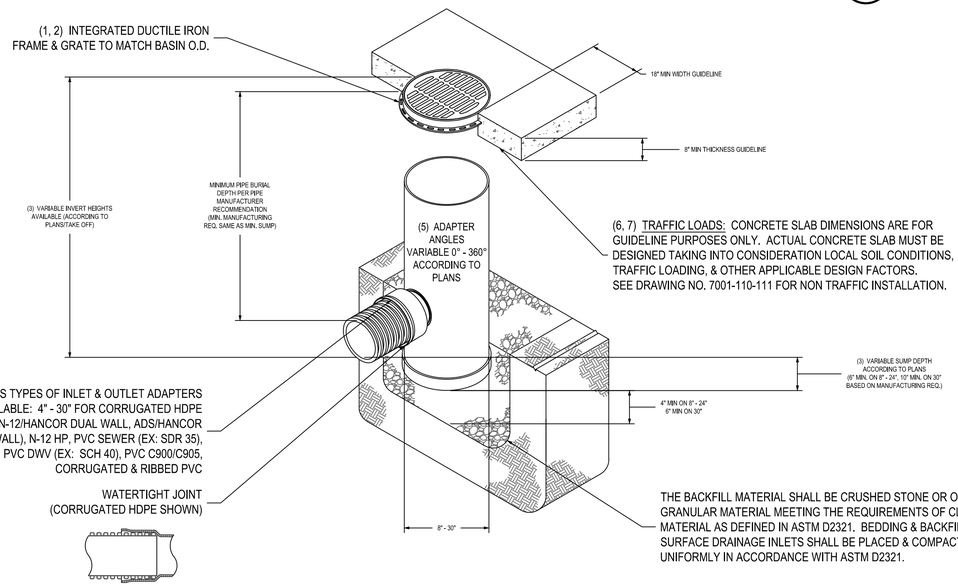
NOT TO SCALE



C DROP BOX INLET

NOT TO SCALE

NYLOPLAST DRAIN BASIN WITH STANDARD GRATE



(6, 7) TRAFFIC LOADS: CONCRETE SLAB DIMENSIONS ARE FOR GUIDELINE PURPOSES ONLY. ACTUAL CONCRETE SLAB MUST BE DESIGNED TAKING INTO CONSIDERATION LOCAL SOIL CONDITIONS, TRAFFIC LOADING, & OTHER APPLICABLE DESIGN FACTORS. SEE DRAWING NO. 7001-110-111 FOR NON TRAFFIC INSTALLATION.

THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS II MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

1 - 8" - 30" STANDARD GRATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
2 - 12" - 30" FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05. 8" & 10" STANDARD GRATES FIT DIRECTLY ONTO DRAIN BASINS WITH THE USE OF A PVC BODY TOP. SEE DRAWING NO. 7001-110-045.
3 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS. SEE DRAWING NO. 7001-110-065.
4 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER (4" - 24").
5 - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.
6 - 12" - 30" STANDARD GRATES SHALL MEET H-20 LOAD RATING.
7 - 8" & 10" STANDARD GRATES ARE RATED FOR LIGHT DUTY APPLICATIONS ONLY; NO CONCRETE COLLAR NEEDED FOR LIGHT DUTY RATING.

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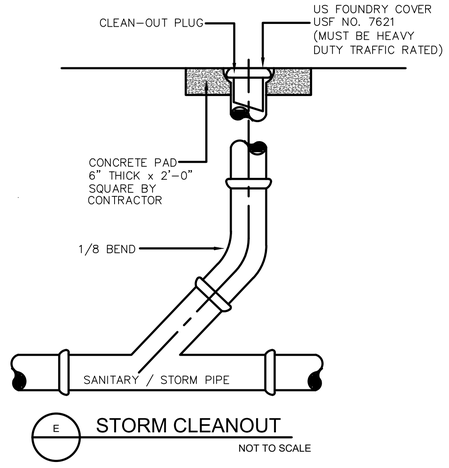
DRAWN BY EBC	MATERIAL	Nyloplast	3130 VERONA AVE BUFORD, GA 30518 PHN (770) 932-2443 FAX (770) 932-2490 www.nyloplast-us.com
DATE 1-23-06			
REVISED BY EBC	PROJECT NO./NAME	TITLE	DRAIN BASIN WITH STANDARD GRATE QUICK SPEC INSTALLATION DETAIL
DATE 3-3-10			
DWG SIZE A	SCALE 1:40 SHEET 1 OF 1	DWG NO. 7001-110-144	REV F

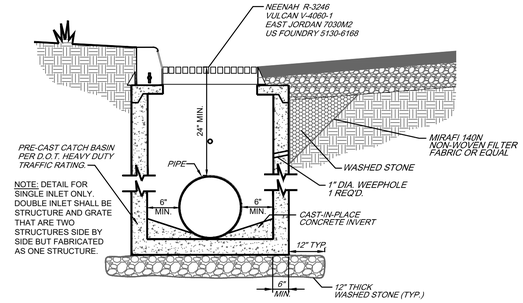
D YARD DRAIN

NOT TO SCALE



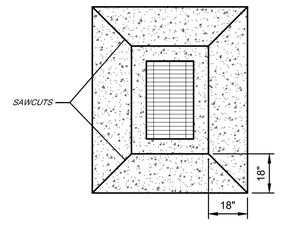
E STORM CLEANOUT

NOT TO SCALE



F CURB BOX INLET

NOT TO SCALE



G INLET APRON

NOT TO SCALE

Palmer ENGINEERING
PALMER ENGINEERING
1040 MONARCH STREET
SUITE 210
LEXINGTON, KY 40513
(859) 389-9293

CONTRACT DATE:	03/30/2026
BUILDING TYPE:	END. MED40
PLAN VERSION:	TBD
SITE NUMBER:	TBD
STORE NUMBER:	TBD

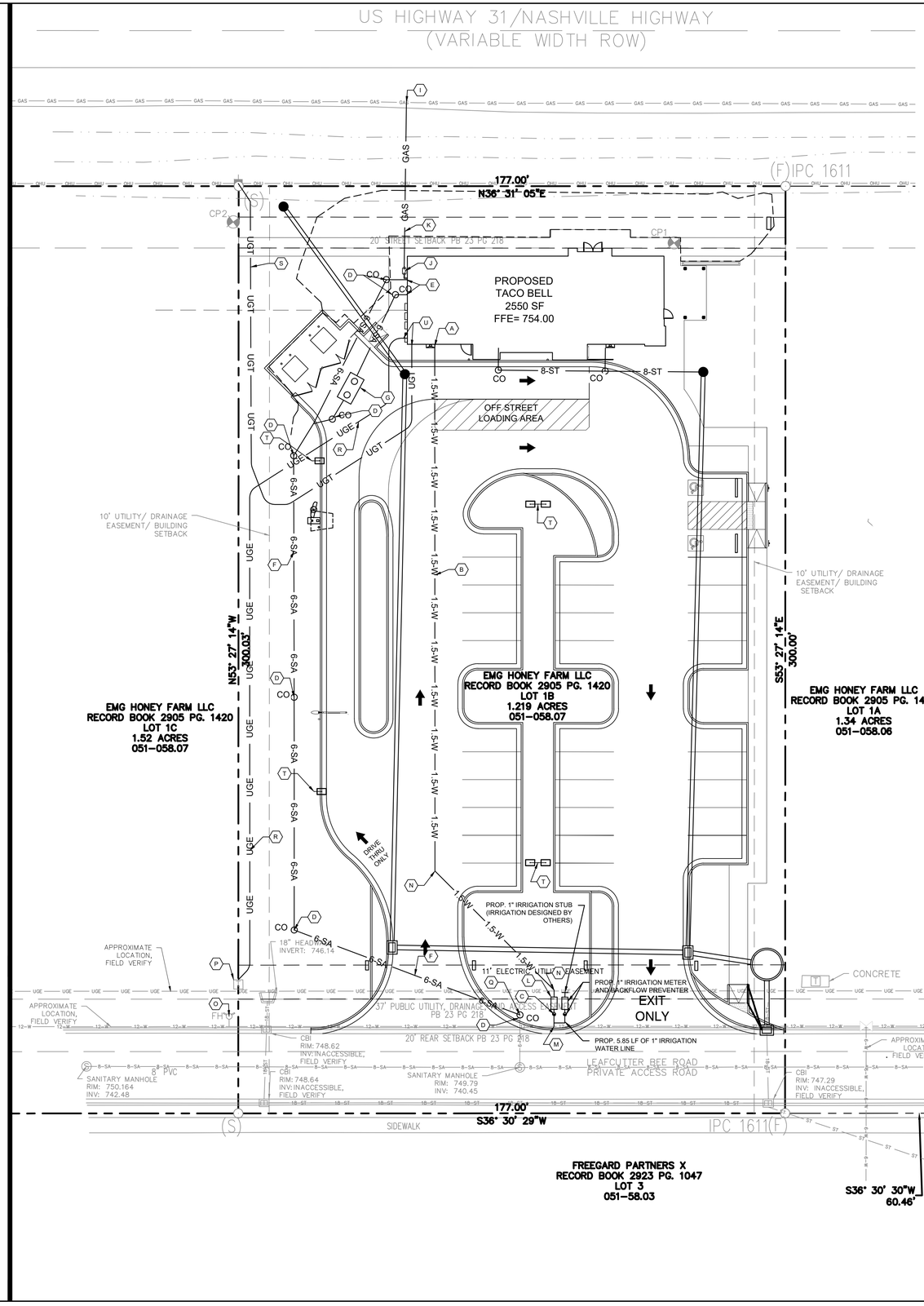
TACO BELL

HONEY FARM CROSSING
COLUMBIA, TN

DRAINAGE DETAILS

C-3.1

PERMIT PLOT DATE: 03/30/2026



UTILITY PLAN KEY NOTES:

KEY	DESCRIPTION
A	CONNECT 1.5" DOMESTIC WATER LINE TO BUILDING (SEE MEP PLANS)
B	WATER LINE TO BE COPPER TYPE K OR DIP TO METER
C	SET 1" PROPOSED DOMESTIC WATER METER WITH OUTLET GATE VALVE. CONTRACTOR TO COORDINATE WITH CITY OF COLUMBIA ON REQUIRED FEES. VERIFY RESPONSIBILITIES WITH COLUMBIA POWER AND WATER SYSTEMS
D	SANITARY SEWER CLEANOUT
E	CONNECT PROPOSED 6" SANITARY SEWER TO BUILDING ELEV=751.00; (3.0' BELOW FFE) (SEE MEP PLANS FOR ADDITIONAL INFORMATION)
F	6" SANITARY SEWER LATERAL (SDR 35) AT 1% MINIMUM SLOPE
G	1,000 GALLON GREASE TRAP (SEE MEP PLANS)
I	GAS TAP BY UTILITY COMPANY (CONTRACTOR TO COORDINATE)
J	GAS LINE FROM METER TO BUILDING BY UTILITY COMPANY
K	GAS LINE AND METER INSTALLATION BY UTILITY COMPANY
L	REDUCED PRESSURE BACKFLOW PREVENTION (RPBP)
M	WET TAP TO EXISTING WATER LINE (COORDINATE WITH UTILITY)
N	45 DEGREE BEND
O	EXISTING FIRE HYDRANT BY OVERALL DEVELOPER
P	EXISTING TRANSFORMER, CONTRACTOR TO VERIFY RESPONSIBILITIES WITH CP&W
Q	CONNECT 6" SANITARY SEWER LATERAL TO EXISTING SANITARY SEWER LATERAL LINE. INVERT ESTIMATED AT 741.60. CONTRACTOR TO FIELD VERIFY ACTUAL INVERT.
R	SEE MEP PLANS FOR COORDINATION OF SECONDARY AND PRIMARY UNDERGROUND ELECTRIC SERVICE
S	INSTALL 2" CONDUIT AND 100# PULL STRING (SEE MEP PLANS FOR SECONDARY UNDERGROUND TELECOMMUNICATION SERVICE)
T	PROPOSED LIGHT POLES (SEE SITE LIGHTING & PHOTOMETRICS PLAN)
U	SEE MEP PLANS FOR CONTINUATION OF ELECTRIC AND TELECOM LINES INTO THE BUILDING

UTILITY NOTES:

1. LOCATION OF SITE UTILITIES SHALL BE VERIFIED BY ALL CONTRACTORS BY EITHER CONTACTING THE UTILITY COMPANY PROVIDING THE SERVICE AND/OR CALLING 811.
2. ALL CONSTRUCTION MUST CONFORM TO CITY, COUNTY AND STATE STANDARDS.
3. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE PROJECT DOCUMENTS AND DETAILS.
4. THE CONTRACTOR SHALL HAVE APPROVAL OF ALL GOVERNING AGENCIES AND PROVIDERS HAVING JURISDICTION OVER THE SYSTEM PRIOR TO INSTALLATION.
5. ALL CONTRACTORS ARE RESPONSIBLE FOR ANY DAMAGE TO EXISTING STRUCTURES AND/OR UTILITIES DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL PROVIDE A 2-FT x 2-FT x 6-IN THICK CONCRETE APRON AROUND ALL CLEANOUTS, VALVES, AND METERS OUTSIDE OF BUILDING.
7. DIMENSIONS SHOWN ARE TO CENTERLINE OF PIPE OR FITTING.
8. ALL TRENCHING, PIPE LAYING, AND BACKFILLING SHALL BE IN ACCORDANCE WITH FEDERAL OSHA REGULATIONS.
9. ALL SEWER WORK IS TO BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE LOCAL UTILITY.
10. UNLESS OTHERWISE SPECIFIED, NO 90 DEGREE BENDS SHALL BE USED IN THE WATER LINE INSTALLATION. THE CONTRACTOR SHALL MINIMIZE THE USE OF VERTICAL BENDS.
11. THRUST BLOCKS SHALL BE PROVIDED ON WATER LINES AT ALL BENDS AND TEES UNLESS OTHERWISE RESTRAINED.
12. ALL PROPOSED UTILITY CROSSINGS SHALL BE VERIFIED BY ANY CONTRACTOR DOING WORK. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 18-IN SEPARATION AT NO COST TO THE OWNER. SEWER CROSSING WATER MAINS SHALL BE INSTALLED TO PROVIDE A VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS. WHERE A WATER MAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO PREVENT DAMAGE TO THE WATER MAIN.
13. CLEANOUTS ON SANITARY LINES SHALL BE PLACED AT LEAST EVERY 100 FEET AND WITHIN FIVE (5) FEET OF THE BUILDING ON ALL GRAVITY SANITARY SEWER SERVICE LINES.
14. CONTRACTOR SHALL PERFORM ALL NECESSARY TESTING ON WATER AND SEWER LINES PER LOCAL UTILITY REQUIREMENTS. WATER AND SEWER CONNECTIONS SHALL BE MADE UNDER THE SUPERVISION OF THE LOCAL UTILITY. SITE CONTRACTOR SHALL MAINTAIN EXISTING WATER AND SEWER SERVICE TO EXISTING CUSTOMERS AT ALL TIMES.
15. ALL COPPER WATER SERVICE LINES SHALL BE WRAPPED IN 4 MILS OF HDPE WRAP OR 8 MILS OF LDPE WRAP. THE SEAMS SHALL BE SEALED WITH DUCT TAPE. WATERLINE SHALL BE PROVIDED A MINIMUM 36" OF COVER.
16. ALL SANITARY SEWER SHALL BE MARKED WITH DETECTABLE MYLAR SEWER LINE TAPE APPROVED BY THE ENGINEER (MINIMUM OF 18" DEEP).
17. ALL GRAVITY SANITARY SEWER LATERALS SHALL HAVE A MINIMUM SLOPE OF 1.0% UNLESS OTHERWISE NOTED.
18. ALL GRAVITY SANITARY SEWER LINES SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321 AND LOCAL UTILITY STANDARDS.
19. ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR SECURING AND COORDINATING TEMPORARY SERVICE IF NEEDED FOR CONSTRUCTION.
20. SITE CONTRACTOR SHALL BE RESPONSIBLE FOR BRINGING ALL UTILITIES TO WITHIN FIVE (5) FEET OF THE BUILDING.
21. ALL 6" SANITARY SEWER LATERAL LINES AND CLEANOUTS ARE PRIVATE SEWER LINES AND ARE TO BE MAINTAINED BY THE PROPERTY OWNER AND FUTURE OWNERS OF THE PROPERTY. ALL BURIED SANITARY PIPING SHALL BE SDR 35 WITH A MINIMUM OF 36" COVER.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING ALL FEES REQUIRED BY UTILITY COMPANIES.
23. SEE ELECTRICAL PLANS FOR ALL ELECTRICAL CONDUIT LOCATIONS AND SIZING, INCLUDING PRIMARY POWER, SECONDARY POWER, SITE LIGHTING AND SIGNAGE LIGHTING.
24. COORDINATE CONDUIT UTILITY LOCATIONS WITH GRAVITY LINES. GRAVITY LOCATIONS SHALL TAKE PRECEDENCE OVER CONDUITS.
25. SEE SITE LIGHTING PLAN FOR MORE DETAILS TO SITE LIGHTING LAYOUT.

UTILITY CONTACTS

ELECTRIC, WATER, & SEWER

COLUMBIA POWER & WATER SYSTEMS
201 PICKENS LANE,
COLUMBIA, TN 38401
931-388-4833

GAS

ATMOS ENERGY
810 NASHVILLE HWY,
COLUMBIA, TN 38401
931-388-9136

TELECOMMUNICATIONS

COMMUNICATION CONCEPTS
802 NASHVILLE HWY,
COLUMBIA, TN 38401
931-388-8662

SPECTRUM
405 S JAMES CAMPBELL BLVD,
COLUMBIA TN 48401
888-406-7063

LEGEND

- EXISTING 18" STORM LINE
- EXISTING OVERHEAD UTILITY
- EXISTING 8" SANITARY SEWER
- EXISTING WATER LINE
- EXISTING GAS LINE
- EXISTING UNDERGROUND ELECTRIC
- PROPOSED UNDERGROUND ELECTRIC
- PROPOSED GAS LINE BY UTILITY
- PROPOSED 6" SANITARY LATERAL
- PROPOSED 1.5" WATER LINE
- PROPOSED UNDERGROUND TELECOMMUNICATION LINE
- EXISTING SANITARY MANHOLE
- EXISTING UTILITY POLE
- PROPOSED CLEANOUT
- PROPOSED GAS METER
- PROPOSED 1,000 GAL GREASE TRAP
- PROPOSED STORM LINES
- PROPOSED STORM INLET
- PROPOSED LIGHT POLES (SEE SITE LIGHTING & PHOTOMETRICS PLAN
- EXISTING TRANSFORMER
- EXISTING FIRE HYDRANT

811 Know what's below. Call before you dig.

1"=20'-0"

20 10 0 20'

NORTH INDICATED IS IN RELATION TO TENNESSEE STATE PLANE ZONE.

Palmer ENGINEERING
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1040 MONARCH STREET
SUITE 210
LEXINGTON, KY 40513
(859) 389-9293

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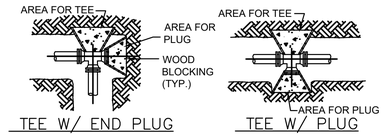
SITE NUMBER: TBD
STORE NUMBER: TBD

TACO BELL
HONEY FARM CROSSING
COLUMBIA, TN

UTILITY PLAN

C-4.0

PERMIT PLOT DATE: 03/30/2026



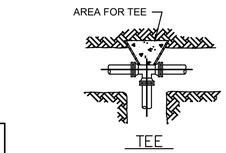
TEE W/ END PLUG

TEE W/ PLUG

THRUST BLOCK AREAS IN SQ. FT.				
PIPE SIZE IN INCHES	90°BEND, TEES,PLUGS	45° BEND	22.5° BEND	11.25° BEND
4	1.6	0.9	0.4	0.2
6	3.6	1.9	1.0	0.5
8	6.4	3.5	1.8	0.9
10	10.0	5.4	2.8	1.4
12	14.4	7.8	4.0	2.0
16	25.2	13.6	7	3.5

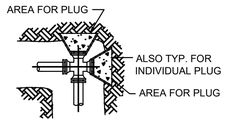
NOTES

1. THRUST BLOCK BEARING AREAS SHALL BE POURED AGAINST UNDISTURBED MATERIAL WHERE TRENCH WALL HAS BEEN DISTURBED, EXCAVATE ALL LOOSE MATERIAL AND EXTEND TO UNDISTURBED MATERIAL.
2. EXTEND THRUST BLOCK FULL LENGTH OF FITTINGS. PUT BOARD IN FRONT OF PLUG BEFORE POURING CONCRETE. JOINTS SHALL NOT BE COVERED BY THRUST BLOCK.
3. ROUGH BLOCKING FORMS SHALL BE USED ALONG SIDE OF THRUST BLOCKS.
4. THRUST BLOCKS SHALL BE USED IN COMBINATION, AS REQUIRED, TO SUIT THE SPECIFIC FITTING ARRANGEMENT.
5. ALTERNATE DESIGNED RESTRAINING SYSTEMS SHALL BE PROVIDED WHERE STANDARD THRUST BLOCKING IS NOT SUITABLE, AND/OR SOIL BEARING CAPACITY IS LESS THAN 2,000 P.S.F. OR PIPE IS 16" OR GREATER.
6. ALL WOOD BLOCKING SHALL BE PRESSURE TREATED WITH PRESERVATIVE.
7. THRUST BLOCK AND RESTRAINING SEWER AND WATER MAIN SCHEDULES SHALL BE COMPLETED BY THE ENGINEER, BASED ON ALL DESIGN CONSIDERATIONS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: PIPE TYPE, SOIL BEARING CAPACITY, SOIL TYPE, DEPTH OF COVER, TEST PRESSURE, LAYING CONDITIONS, SAFETY FACTOR.
8. STEEL REINFORCEMENT FOR "DEAD MAN" SHALL BE DETERMINED BY ENGINEER.
9. THRUST BLOCKS ALLOWED ONLY AT LOCATIONS PRE-APPROVED IN WRITING BY UTILITY COMPANY.

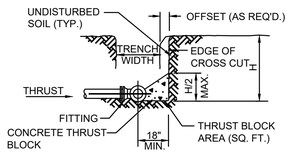


CROSS W/ PLUG

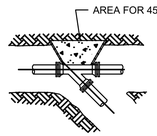
TEE



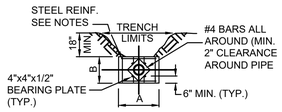
CROSS W/ TWO PLUGS

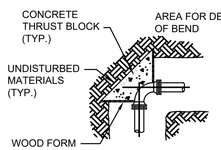


TYPICAL SECTION

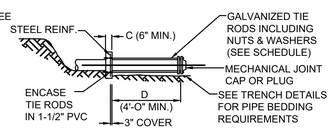


WYE



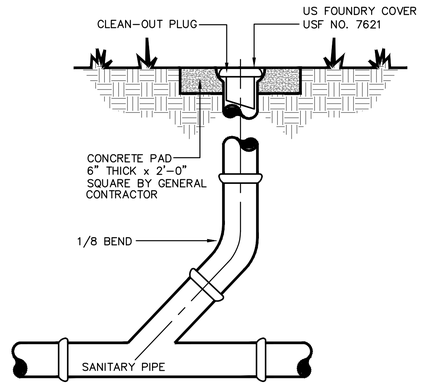


BENDS



"DEAD MAN" THRUST AND RESTRAINT

THRUST BLOCK DETAILS — A
NOT TO SCALE



CLEANOUT DETAIL — B
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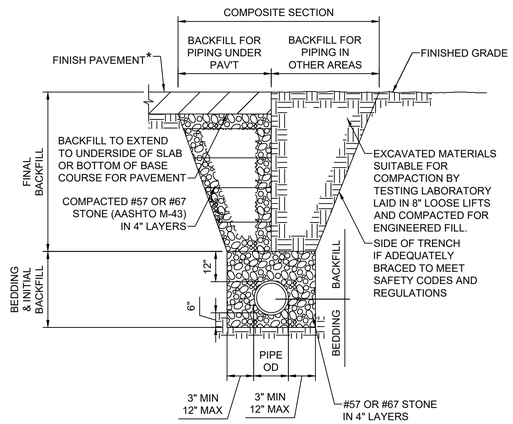

*FOR UTILITY TRENCH RESTORATION UNDEREXISTING PAVEMENT, SEE HEAVY DUTY ASPHALT DETAIL C / C-1.1.

PIPE BEDDING & BACKFILL DETAIL — C
NOT TO SCALE

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HONEY FARM CROSSING
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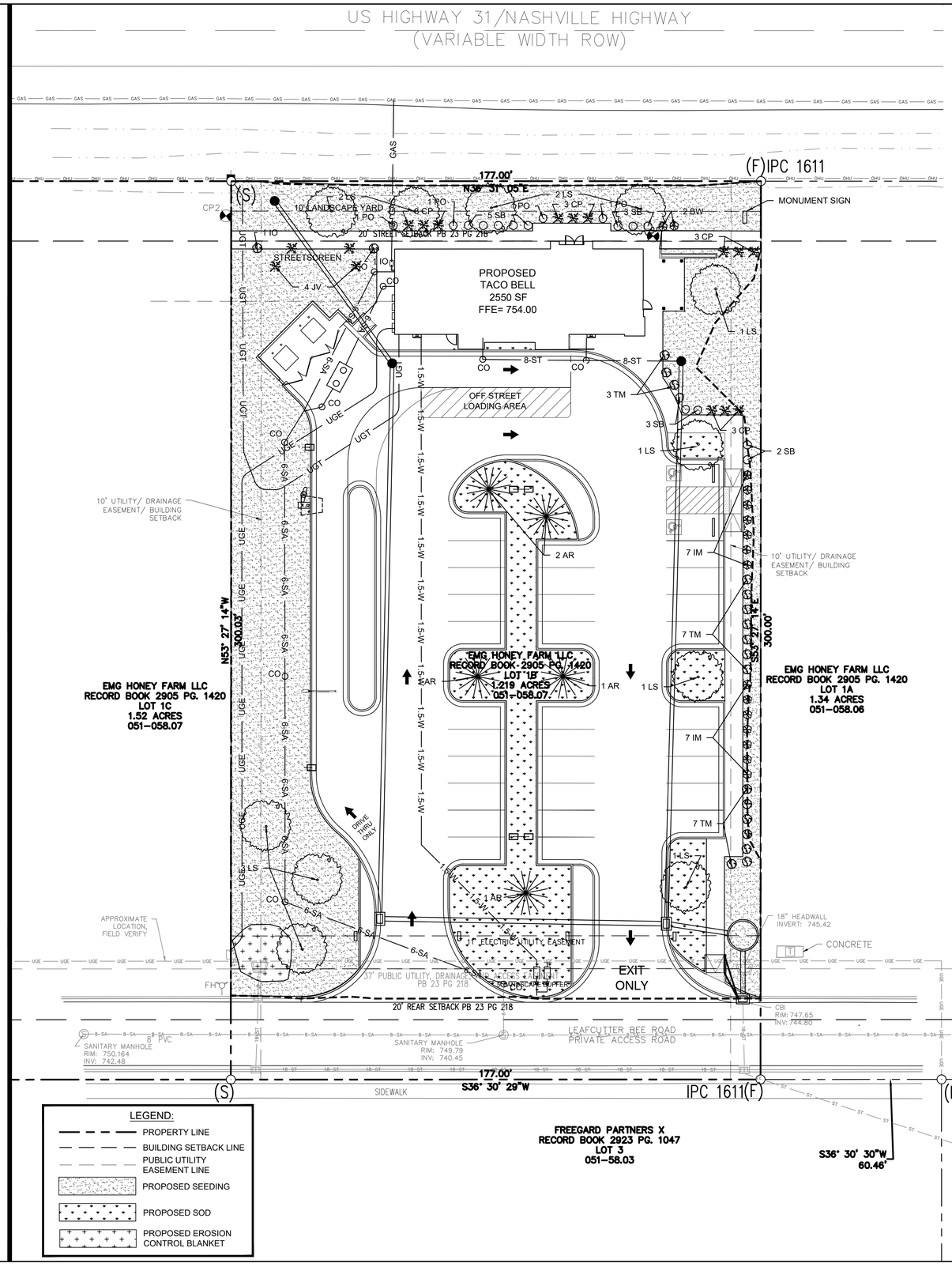
UTILITY DETAILS

C-4.1

PERMIT PLOT DATE: 03/30/2026



LANDSCAPE DATA

SITE AREA: 1.22 ± ACRES ZONING: PUD-MU

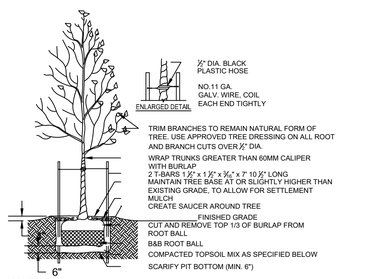
STATISTIC	REQUIREMENT	PROVIDED
LANDSCAPING	MIN. 30% OF 1ST LAYER MUST BE LANDSCAPED IN COMPLIANCE WITH SECTION 4.3.16 WITH: CONTINUOUS SHRUBS AROUND FOUNDATION AT FACADE (1 SHRUB FOR EVERY 10 LINEAR FEET OF FACADE) PLUS 1 TREE FOR EVERY 50' FOR FRONTAGE (1ST LAYER OVER 15 FEET) US HIGHWAY 31 - 177' FRONTAGE = 177' / 50 = 3.5 OR 4 TREES	CONTINUOUS SHRUBS (1 PER 10') ALONG BACK OF SIDEWALK WITH ZONING ADMINISTRATIONS APPROVAL 4 TREES
DRIVE AISLE	CONTINUOUS SHRUBS WHEN DRIVE AISLE IS WITHIN 1ST LAYER	CONTINUOUS SHRUBS ALONG DRIVE ISLAND IN 1ST LAYER
PARKING LOT SCREENING	PARKING MUST BE SCREENED FROM FRONTAGE BY BUILDING OR STREETSCREEN	HEDGE STREETSCREEN
INTERIOR PARKING LOT LANDSCAPE	1 LANDSCAPE ISLAND FOR EVERY 10 PARKING SPACES 1 SHADE TREE PER ISLAND (32 PARKING SPACES = 3 TREES) 1 TREE FOR EACH 2,000 SF OF PARKING AREA (9,737 / 2,000 SF = 4.87 OR 5 TREES)	3 TREES IN ISLANDS 6 TOTAL PARKING AREA TREES
PARKING FRONTING ON INTERNAL DRIVE	5' BUFFER	5' BUFFER

PLANT SCHEDULE

QUANTITY	ID	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES					
5	AR	ACER RUBRUM	RED MAPLE	2 1/2" CAL	SINGLE STEM, WELL BRANCHED, B & B
2	IO	ILEX OPACA 'GREENLEAF'	GREENLEAF AMERICAN HOLLY	5-6' HT	UNIFORMLY BRANCHED, FULL, NO HOLES, 8' SPACING
4	JV	JUNIPERUS VIRGINIANA 'BRODIE'	BRODIE RED CEDAR	5-6' HT	UNIFORMLY BRANCHED, FULL, NO HOLES, 8' SPACING
11	LS	LIQUIDAMBAR STYRACIFLUA 'ROTUNDILOBA'	FRUITLESS SWEETGUM	2 1/2" CAL	SINGLE STEM, WELL BRANCHED, B & B
SHRUBS					
2	BW	BUXUS X 'WINTER GEM'	WINTER GEM BOXWOOD	3 GALL. CONT	FULL, 4' O.C., 30" HEIGHT / SPREAD
9	CP	CHAMAECYPARIS PISIFERA 'GOLDEN MOP'	GOLDEN MAP FALSE CYPRESS	3 GALL. CONT	FULL, 5' O.C., 30" HEIGHT / SPREAD
14	IM	ILEX X MESERVEAE 'BLUE BOY'	BLUE BOY HOLLY	3 GALL. CONT	FULL, 5' O.C., 30" HEIGHT / SPREAD
4	PO	PHYSOCARPUS OPULIFOLIUS 'TINY WINE'	TINY WINE NINEBARK	3 GALL. CONT	FULL, 5' O.C., 30" HEIGHT / SPREAD
13	SB	SPIREA X BUMALDA 'GOLDFLAME'	GOLDFLAME SPIREA	3 GALL. CONT	FULL, 5' O.C., 30" HEIGHT / SPREAD
17	TM	TAXUS X MEDIA 'DENSIFORMIS'	DENSE SPREADING YEW	3 GALL. CONT	FULL, 5' O.C., 30" HEIGHT / SPREAD
MULCH					
3" LANDSCAPE STONE ADJACENT TO BUILDING					
4" HARDWOOD MULCH PERIMETER BEDS					

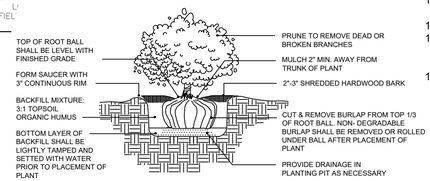
TURF ESTABLISHMENT:

1. THE LANDSCAPE CONTRACTOR SHALL PLACE A 4" COMPACTED LAYER OF TOPSOIL OVER ALL AREAS TO BE ESTABLISHED IN TURF. THE TOPSOIL LAYER SHALL BRING ALL TURF AREAS TO FINISH GRADE.
2. REMOVE STONES BIGGER THAN 1-1/2 INCHES IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH AND OTHER EXTRANEOUS MATTER.
3. HYDROSEED ALL DISTURBED AREAS AS SPECIFIED UNLESS SOD IS SPECIFIED.
4. MIX SEED, FERTILIZER, AND PULVERIZED MULCH IN WATER, USING EQUIPMENT SPECIALLY DESIGNED FOR HYDROSEED APPLICATION.
5. APPLY SLURRY UNIFORMLY TO ALL AREAS TO BE SEEDED. RATE OF APPLICATION AS REQUIRED TO OBTAIN SPECIFIED SEED SOWING RATE.
6. LAY SOD WITHIN 24 HOURS OF STRIPPING. DO NOT LAY DORMANT SOD OR IF GROUND IS FROZEN. LAY SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. DO NOT OVERLAP.
7. WATER SOD WITH FINE SPRAY IMMEDIATELY AFTER PLANTING. SOD SHOULD BE SOAKED TWICE DAILY DURING THE FIRST WEEK OF PLANTING.
8. CONTRACTOR TO PROVIDE WATERING UNTIL SOD AND PLANTS ARE ESTABLISHED.



SPECIFICATIONS:
1. TOPSOIL MIX, SEE SPEC.
2. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKE.
3. WATER THOROUGHLY AFTER INSTALLATION.
4. REMOVE TREE RINGS AND STAKES TWO YEARS AFTER INSTALLATION.
5. PROVIDE DRAINAGE FOR PLANTING PIT IN IMPERMEABLE SOIL.
6. ALL TREES MUST BE TAGGED AND APPROVED BY CONSULTANT WITHIN 14 DAYS AFTER TENDER CLOSING.

TREE PLANTING DETAIL



SHRUB PLANTING DETAIL
NOT TO SCALE

LANDSCAPE NOTES:

1. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGES TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC., WHICH OCCUR AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
2. ALL PLANTS SHALL BE HEALTHY, VIGOROUS MATERIALS FREE FROM DISEASE AND PESTS AND THAT COMPLY WITH THE LATEST EDITION OF THE PUBLICATION ANSI Z60 AMERICAN STANDARD FOR NURSERY STOCK BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
3. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK. ANY DIFFERENCE IN QUANTITIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER FOR CLARIFICATION.
4. THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIALS FOR THE PERIOD OF ONE (1) YEAR BEGINNING AT THE DATE OF TOTAL ACCEPTANCE BY THE OWNER. THE LANDSCAPE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD AS THE GROWING SEASON PERMITS. THE OWNER MAY INSPECT THE PLANTS AT THE END OF THE GUARANTEE PERIOD. PLANTS THAT ARE DEAD OR NOT IN SATISFACTORY GROWTH SHALL BE REMOVED AND REPLACED DURING THE NEXT NORMAL PLANTING SEASON AT NO ADDITIONAL COST TO THE OWNER.
5. ALL PLANTS SHALL BE BALLED AND BURLAPPED OR CONTAINER AS INDICATED ON THE PLANT LIST. ALL TREES SHALL BE STRAIGHT TRUNKED, FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED. ALL TREES MUST BE GUYED OR STAKED.
6. ALL PLANTS AND INSTALLATION ARE SUBJECT TO THE APPROVAL OF THE OWNER.
7. ALL DISTURBED AREAS NOT RECEIVING PLANTINGS, EROSION CONTROL BLANKET, OR DESIGNATED FOR SODDING (INCLUDING RIGHT-OF-WAY) SHALL BE SEEDED.
8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH PROJECT SPECIFICATIONS.
9. ALL AREAS PLANTED WITH SHRUBS SHALL RECEIVE A 3" LAYER OF BROWN SHREDDED HARDWOOD MULCH OVER 10 MIL FABRIC EQUAL TO "WEEDBLOCK" BY "EASY GARDENER."
10. THE TOP OF ALL AREAS OF HARDWOOD MULCH SHALL BE AT GRADE OF ADJACENT CURB, WALK, OR EDGE OF PAVEMENT.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING SOD UNTIL WELL ESTABLISHED. IRRIGATION SHALL BE SUPPLIED BY TWO HOSE BIBS ON THE BUILDING AND IRRIGATION SYSTEM, WITH SEPARATE 1" LINE AND WATER METER AND TO BE INSTALLED BY EXTREME IRRIGATION OF NASHVILLE.
12. CONTRACTOR MUST CONTACT OWNER'S REPRESENTATIVE PRIOR TO INSTALLING LANDSCAPING TO APPROVE PLANT LOCATIONS.
13. SEE EROSION CONTROL DETAIL SHEET (C-2.1) FOR SEEDING SPECIFICATIONS.
14. RIVER ROCK SHALL BE A MIX OF MOSTLY TANS AND BEIGE ROCKS. IT SHOULD NOT BE ALL ONE COLOR NOR SIZE. ROCK SHALL RANGE FROM 2"-5" WITH APPROXIMATELY 30% 2", 40% 3"-4", AND 30% 5". ALL ROCK MUST BE FULLY WASHED BEFORE BEING PLACED.
15. A WEED FABRIC MUST BE PLACED ON TOP OF THE SOIL BEFORE THE LANDSCAPE RIVER ROCKS ARE PLACED.

811 Know what's below. Call before you dig.

1"=20'-0"

20 10 0 20'

NORTH INDICATED IS IN RELATION TO TENNESSEE STATE PLANE ZONE.

Palmer ENGINEERING
PALMER ENGINEERING
1040 MONARCH STREET
SUITE 210
LEXINGTON, KY 40513
(859) 389-9293

CONTRACT DATE:	03/25/2026
BUILDING TYPE:	END. MED40
PLAN VERSION:	TBD
SITE NUMBER:	TBD
STORE NUMBER:	TBD

TACO BELL

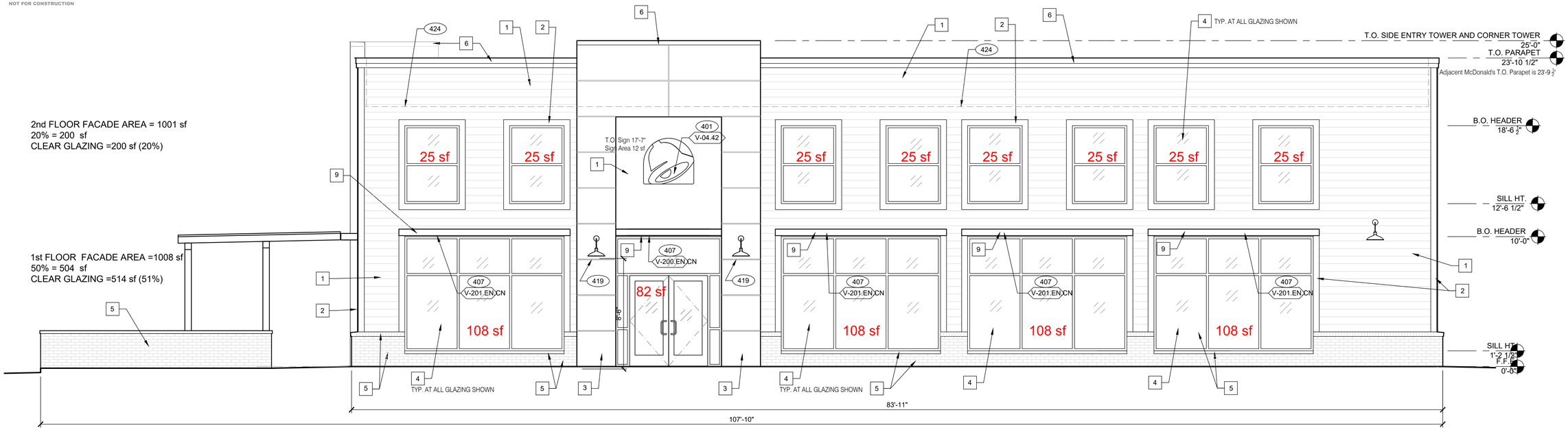
HONEY FARM CROSSING
COLUMBIA, TN

LANDSCAPE PLAN

C-5.0

PERMIT PLOT DATE: 03/25/2026

NOT FOR CONSTRUCTION



STOREFRONT ELEVATION 1/4" = 1'-0" | **1**

TRANSPARENT GLAZING
ALL GLAZING SHOWN IS TRANSPARENT

TYPE MARK	QTY	ITEM DESCRIPTION	LOC
TOWER			
V-04.42	2	42" SWINGING BELL PURPLE LOGO FACE LIT	AS-2
V-09.14W	2	14" WHITE CHANNEL LETTERS VERTICAL	AS-2
NORTH			
V-202.EN.CN **	1	FRONT AWNING 17' 7" L x 6" H x 1' 4" D BLACK	AS-2
WEST			
V-04.42	1	42" SWINGING BELL PURPLE LOGO FACE LIT	AS-1
V-200.EN	1	SIDE ENTRY AWNING 8' 4" x 3' 0" BLACK	AS-1
V-201.EN.CN **	4	SIDE ENTRY EYEBROW 13' 0" L x 6" H x 1' 4" D BLACK	AS-1
SOUTH			
V-04.24	1	24" SWINGING BELL PURPLE LOGO FACE LIT	AS-2
V-09.12W	1	12" WHITE CHANNEL LETTERS HORIZONTAL	AS-2
DRIVE THRU SIDE			
V-101.DT **	1	DT AWNING (OVER DT) 7' 10" x 4' 0" BLACK	AS-2
V-102.DT **	1	DT AWNING (OVER PRE-PAY) 6' 10" x 4' 0" BLACK	AS-2
V-201.EN.CN **	1	DT SIDE EYEBROW 13' 0" L x 6" H x 1' 4" D BLACK	AS-2
V-203.EN	1	DT SIDE EYEBROW 7' 8" L x 6" H x 1' 4" D BLACK	AS-2
V-204.EN.CN **	1	AWINING (OVER WUW) 6' 0" x 4' 0" BLACK	AS-2

SIGNAGE | **E**

MISCELLANEOUS
A. SEE SHEET A1.1 "WINDOW TYPES" FOR WINDOW ELEVATIONS.

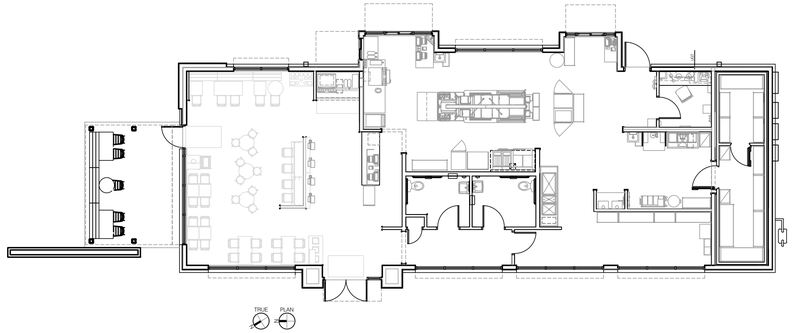
SEALERS (REFER TO SPECS)
A. SEALANT AT ALL WALL AND ROOF PENETRATIONS.
B. SEALANT AT ALL WINDOW AND DOOR FRAMES AND JAMB. DO NOT SEAL SILL @ WINDOWS.
C. APPLY NEOPRENE GASKET (CONT.) BETWEEN BUILDING AND CANOPY.

CRITICAL DIMENSIONS
A. REQUIRED CLEAR OPENING WIDTH TO ENSURE COORDINATION WITH STANDARD SIGNAGE/BUILDING ELEMENTS DIMENSIONS.

NOTE: NO EXTERIOR SIGNS ARE WITHIN THE SCOPE OF WORK COVERED BY THE BUILDING PERMIT APPLICATION. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE INSTALLATION OF ALL EXTERIOR SIGNS AND INSTALLATION OF REQUIRED BLOCKING AND ELECTRICAL CONNECTIONS FOR FINAL APPROVED SIGNS.

** SPECIFIC TO COLUMBIA TN NASHVILLE HWY PROJECT

GENERAL NOTES | **C**



FOR REFERENCE ONLY. FLOORPLAN TO BE REVIEWED AS PART OF BUILDING PLAN REVIEW.

KEY PLAN 3/32" = 1'-0" | **A**

SYMBOL	ITEM/MATERIAL	MANUFACTURER	MATERIAL SPEC	ALT. MANUFACTURER SPEC 'A'	ALT. MATERIAL SPEC 'A'	ALT. MANUFACTURER SPEC 'B'	ALT. MATERIAL SPEC 'B'	COLOR	CONTACT INFO
1	SIDING - HORIZONTAL APPLICATION	JAMES HARDIE	ARTISAN V-GROOVE 144"L X 8.25"W; 7" EXPOSURE COMES PRIMED FOR PAINT	WESTLAKE ROYAL BUILDING PRODUCTS	TruExterior V-RUSTIC 192"L x 7.5"W; 7" EXPOSURE; PRIMED FOR PAINT	NICHIHA	TruExterior V-RUSTIC 192"L x 7.5"W; 7" EXPOSURE; PRIMED FOR PAINT	WORLDLY GRAY (SW7043), SEMI-GLOSS	REFER TO EXTERIOR FINISH VENDOR CONTACTS ON A7.2 FOR TACO BELL NATIONAL ACCOUNT REPRESENTATIVES (DO NOT CALL MANUFACTURER 1-800 OR GENERAL CONTACT NUMBERS AS YOU WILL NOT RECEIVE CORRECT INFORMATION TO BRAND SPECIFIED PRODUCTS.
2	BUILDING TRIM	JAMES HARDIE	HARDIE TRIM 5/4 SMOOTH; 1"x5.5" PRIMED FOR PAINT	WESTLAKE ROYAL BUILDING PRODUCTS	TruExterior TRIM 5/4 x 6; 1" x 5.5" PRIMED FOR PAINT	NICHIHA	TruExterior TRIM 5/4 x 6; 1" x 5.5" PRIMED FOR PAINT	CYBERSPACE (SW7076), SEMI-GLOSS	
3	REVEAL PANEL	JAMES HARDIE	HARDIE PANEL VERTICAL SIDING W/ ALUM TRIM FROM FRY REGLET AND/OR TAMLYN	N/A	USE HARDIE PANEL	NICHIHA	USE HARDIE PANEL	CYBERSPACE (SW7076), SEMI-GLOSS	
4	TRANSPARENT GLAZING ALL GLAZING IS TO BE TRANSPARENT	VITROGLAZINGS	SOLARBAN 70 SOLAR CONTROL LOW-E GLASS					STOREFRONT TO BE DARK BRONZE	
5	BRICK WAINSCOT	BELDEN BRICK	"EBONY BLACK" FIRED CLAY MODULAR BRICK	----	----	----	----		
6	METAL PARAPET CAP	----	24GA GALVANIZED	----	----	----	----	CYBERSPACE (SW7076) KYNAR 500 COATING	
7	HOLLOW METAL DOOR	----	----	----	----	----	----	SW PURPLE (TB2603C), SEMI-GLOSS	
8	SCUPPERS & DOWNSPOUTS & ELECTRICAL PANELS	----	----	----	----	----	----	WORLDLY GRAY (SW7043), SEMI-GLOSS	
9	AWNINGS	BRAND APPROVED SIGNAGE VENDOR	----	----	----	----	----	BLACK (BY THE SIGNAGE VENDOR)	

EXTERIOR FINISH SCHEDULE | **D**

X	NAME	FAMILY	FRAME OR MURAL	SIZE	LOCATION
GS18	HYPNOTIZE ME BELL	D	M02	48x96	AS-2

401 BUILDING SIGN BY VENDOR. GC TO INSTALL BLOCKING PER VENDOR REQUIREMENTS. REQUIRES ELECTRICAL, SEE ELECTRICAL PLANS.
407 METAL CANOPIES BY VENDOR. GC TO INSTALL BLOCKING PER VENDOR REQUIREMENTS. REQUIRES ELECTRICAL, SEE ELECTRICAL PLANS.
408 CO2 FILL VALVE & COVER.
416 HOSE BIB BOX AT 18" A.F.F.
419 EXTERIOR LIGHT FIXTURE. SEE ELECTRICAL DRAWINGS.

424 LINE OF ROOF BEYOND.

NOT FOR CONSTRUCTION **KEY NOTES** | **B**

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Taco Bell
Nashville Highway
Columbia TN 38401

TACO BELL
ENDEAVOR 2.0

REVISIONS	DATE

PROJECT NO.	2501
CAD FILE	AS-1
DRAWN BY	TO
CHECKED BY	MWH
DATE:	3.17.2026
SCALE:	AS NOTED

Exterior Elevations

AS-1

DWG . OF .

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

1st FLOOR FACADE AREA =1004 sf
20% = 201 sf
CLEAR GLAZING (CLEAR) =283 sf (28%)

TRANSPARENT GLAZING
ALL GLAZING SHOWN IS TRANSPARENT

SEE SHEET AS-1 FOR FINISH SCHEDULE

316 METAL PARAPET CAP.
329 MECHANICAL UNIT,
401 BUILDING SIGN BY VENDOR. REQUIRES ELECTRICAL,

402 DRIVE THRU WINDOW. .
407 METAL CANOPIES BY VENDOR. REQUIRES ELECTRICAL,

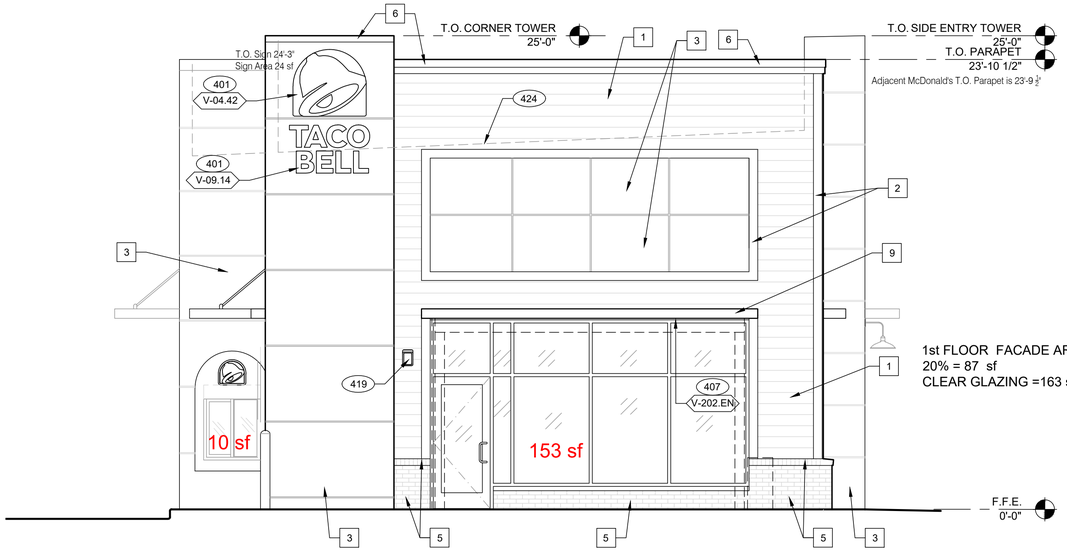
408 CO2 FILL VALVE & COVER.

409 ASSUME D/T LANE SURFACE IS 6" BELOW THE FINISH FLOOR. REFER TO GRADING & SITE PLAN.
411 CONCRETE CURB.
416 HOSE BIB BOX AT 18" A.F.F.
419 EXTERIOR LIGHT FIXTURE.

424 LINE OF ROOF BEYOND.

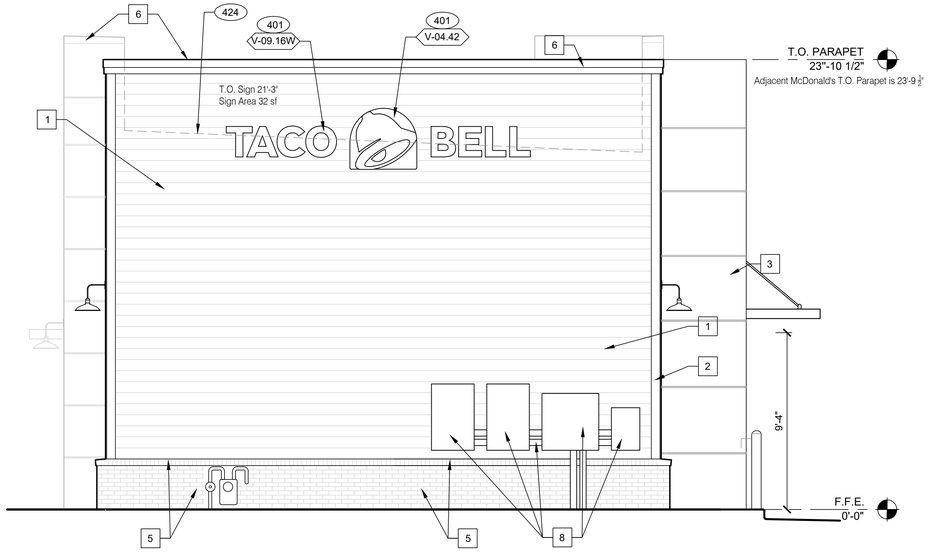
KEY NOTES | **A**

EAST ELEVATION 1/4" = 1'-0" | **1**



1st FLOOR FACADE AREA =434 sf
20% = 87 sf
CLEAR GLAZING =163 sf (38%)

NORTH ELEVATION 1/4" = 1'-0" | **2**



EXEMPT FACADE

SOUTH ELEVATION 1/4" = 1'-0" | **3**

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Columbia TN 38401

ENDEAVOR 2.0

REVISIONS	DATE

PROJECT NO.	2501
CAD FILE	AS-2
DRAWN BY	TO
CHECKED BY	MWH
DATE:	3.17.2026
SCALE:	AS NOTED

Exterior Elevations

AS-2

DWG OF .

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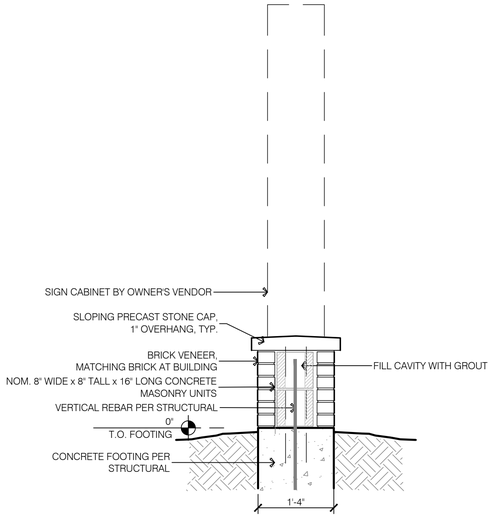
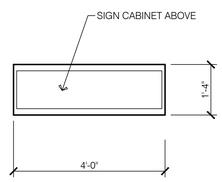


3 Vertical Section
SCALE: 3/4" = 1'-0"

2 Monument Sign Elevation
SCALE: 1/2" = 1'-0"



1 Monument Sign Plan
SCALE: 1/2" = 1'-0"

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REVISIONS	DATE

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AS-3
MONUMENT SIGN

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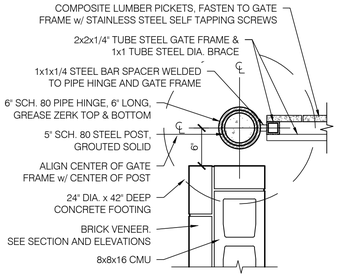
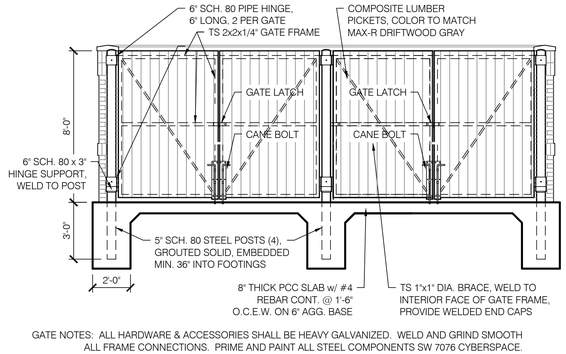


5 Gate Detail

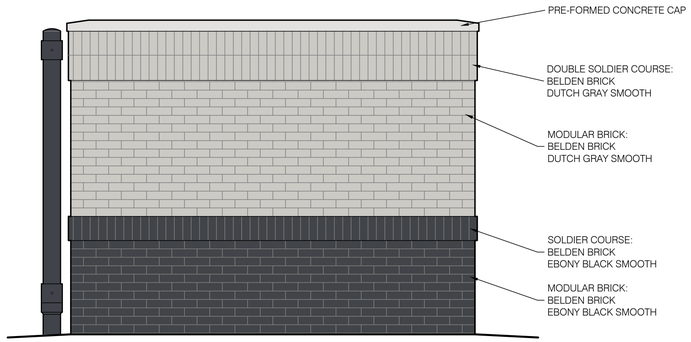
SCALE: 1" = 1'-0" Horizontal Section



GATE NOTES: ALL HARDWARE & ACCESSORIES SHALL BE HEAVY GALVANIZED. WELD AND GRIND SMOOTH ALL FRAME CONNECTIONS. PRIME AND PAINT ALL STEEL COMPONENTS SW 7076 CYBERSPACE.

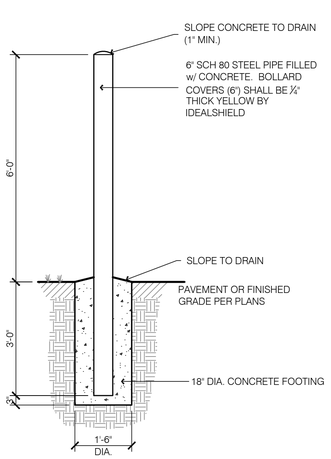
4 Enclosure Front Elevation

SCALE: 1/4" = 1'-0"



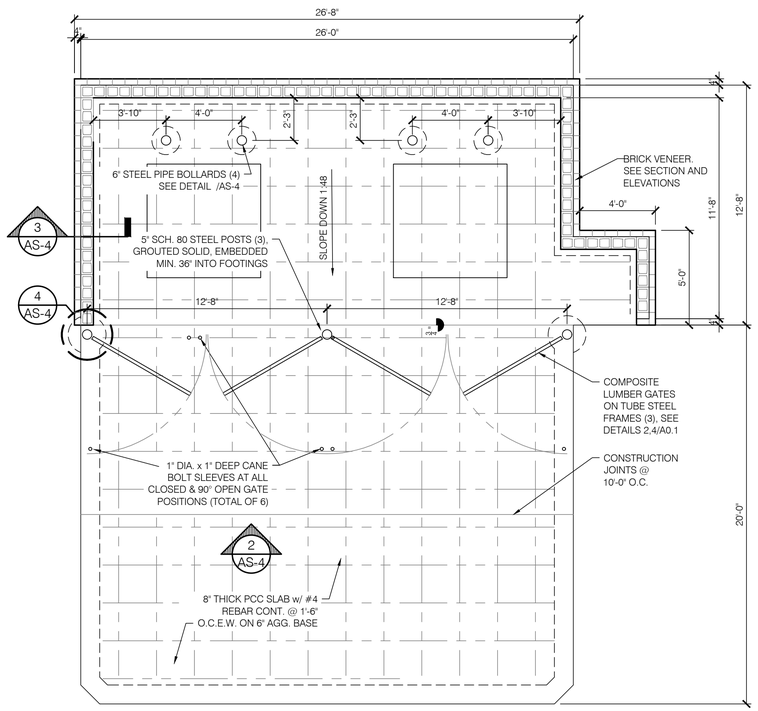
3 Enclosure Side Elevation

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



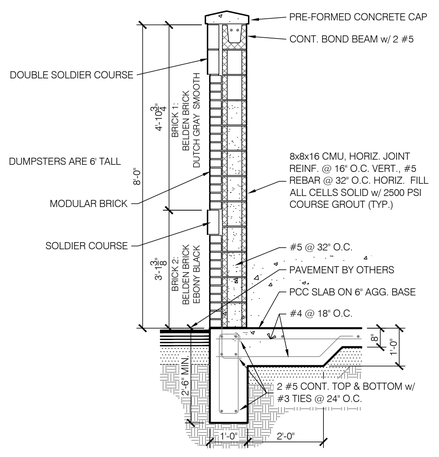
6 Bollard Detail

SCALE: 1" = 1'-0"



1 Enclosure Plan

SCALE: 1/4" = 1'-0"



2 Enclosure Vertical Section

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

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TACO BELL
ENDEAVOR 2.0

REVISIONS	DATE

PROJECT NO.	2501
CAD FILE	.
DRAWN BY	TO
CHECKED BY	MWH
DATE:	2.16.2026
SCALE:	

AS-4
DUMPSTER ENCLOSURE

DWG OF .

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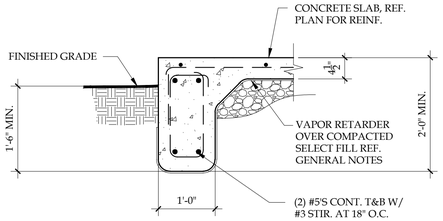
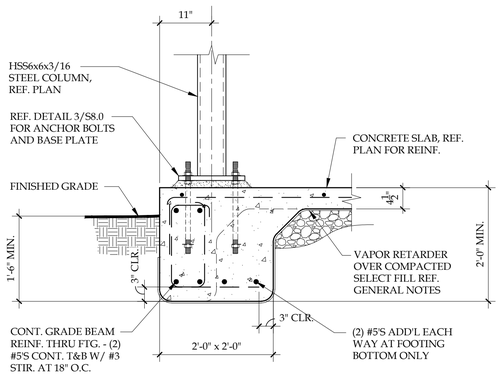


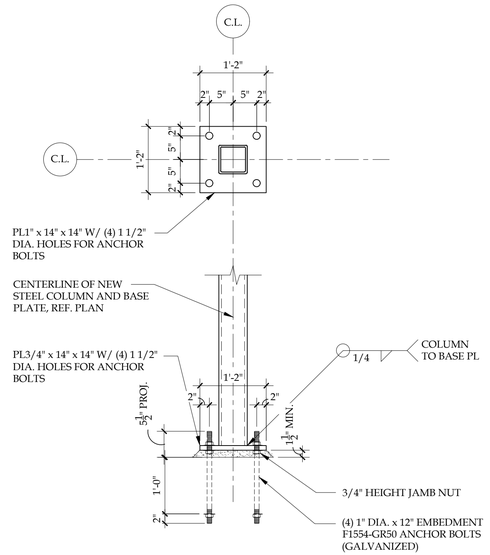
1. SECTION AT PATIO SLAB

3/4" = 1'-0"



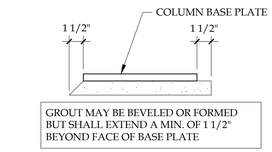
2. SECTION AT CANOPY COLUMN

3/4" = 1'-0"



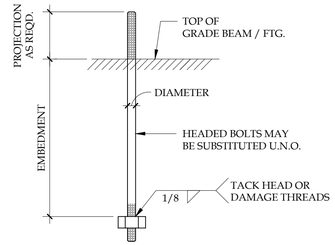
3. BASE PLATE AND ANCHOR BOLT DETAIL

3/4" = 1'-0"



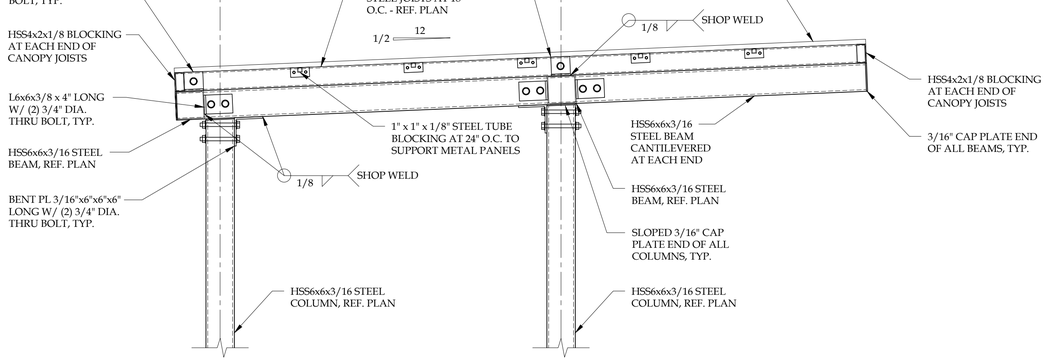
GROUT PLACEMENT

NO SCALE



ANCHOR BOLT DIAGRAM

NO SCALE



4. SECTION THROUGH CANOPY

3/4" = 1'-0"

CANOPY NOTES

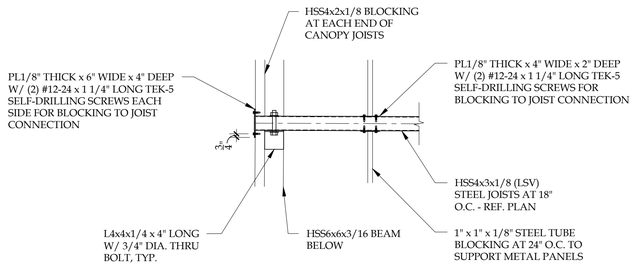
1. ALL SELF DRILLING SCREWS SHALL BE MINIMUM #12-24 x 1 1/4" LONG TEK-5 SELF-DRILLING WITH HEX WASHER HEAD. ALL SCREWS SHALL BE ZINC-PLATED. PROVIDE MINIMUM 3/4" EDGE DISTANCE, TYPICAL.

2. ALL WELDS AT CANOPY CONNECTIONS TO BE DONE IN SHOP WITH 1/8" FILLET WELDS. PROVIDE WELDS ALL AROUND.

3. 22 GAGE MAGNA-LOC 180 ROOF PANELS - ATTACH AT EDGE USING #12 X 3/4" SCREWS AT 6" O.C. AT EDGES AND 12" O.C. AT FIELD WITH NEOPRENE WASHERS - REFER TO MFR. INSTALLATION GUIDE FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

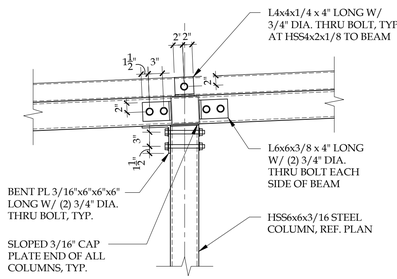
5. BLOCKING TO JOIST CONN.

3/4" = 1'-0"



6. END BLOCKING TO JOIST CONN.

3/4" = 1'-0"



7. COLUMN TO BEAM CONN.

3/4" = 1'-0"

JUSTIN BILLODEAU, P.E.
TN NO. 120934
9901 BRODIE LANE
SUITE 160 PMB 297
AUSTIN, TX 78748
512 328 5353 PHONE

STRUCTURAL ENGINEER:

JUSTIN BILLODEAU REGISTERED ENGINEER No. 120934 STATE OF TENNESSEE 01.30.2026

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JUSTIN BILLODEAU (TN P.E. 120934) ON JANUARY 30, 2026.

CONTRACTORS SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ARCHITECT OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE THESE DRAWINGS.

Taco Bell
Nashville Highway
Columbia TN 38401

TACO BELL
ENDEAVOR 2.0

REVISIONS	DATE

PROJECT NO.	26003
CAD FILE	
DRAWN BY	JTB
CHECKED BY	JTB
DATE:	01.30.2026
SCALE:	3/4" = 1'-0"

CANOPY DETAILS

S8.0

DWG 15 OF 15

Honey Farms Taco Bell Preliminary PUD Master Plan

Project #:	26-0029	Location:	2250 Nashville Hwy, Tax Map 51 Parcel 58.07
Applicant:	Palmer Engineering, LLC	Case Type(s):	PUD Master Plan
Staff Planner:	Austin Brass, AICP	Proposed Use:	2,524 SF Taco Bell Restaurant

PROJECT SUMMARY

The applicant seeks approval of a Preliminary Planned Unit Development Master Plan approval for a 2,524 SF Quick Service Restaurant within a PUD-MU District. This proposal is located within the Honey Farms Crossing Development and will enfront Nashville Hwy. The Planning Commission has previously deferred this item due to more clarity on the glazing regarding clear and spandrel glass. The applicant has resubmitted this application indicating clear glass on all elevations where glass is present. In addition, the applicant has removed some upper-level glazing on non-façade elevations with hardie reveal panels. The following bullet points list requested includes deviations that do not comply with the PUD-MU standards of the Zoning Ordinance. Please see applicant response to deviations list in attachments.

- A PUD-MU district does not permit a freestanding sign. The applicant has requested a freestanding monument sign that would meet the signage standards of a general urban (CD-4C) corridor for a freestanding monument sign of 50 SF.
- Glazing (*glass*) is required to be clear glass on all elevations within a PUD-MU district. The applicant has previously requested a deviation from this requirement to utilize spandrel glass in combination with clear glass. The applicant has updated this request to provide clear glazing on all elevations.
- A sidewalk connection has been added along the frontage of the parcel from the 3rd layer parking and includes a sidewalk along the entire width of the property connecting to adjacent uses along Nashville Hwy. An exception to exceed a 24 ft. side setback has been indicated.
- The building design standards include a brick base and cementous siding with a two-story façade design similar to an adjacent quick service restaurant (*McDonalds*) recently approved with a PUD-MU District.
- The Planning Commission is the **recommending body** to City Council for a Preliminary PUD Master Plan per section 8.5.21.K of the Zoning Ordinance that lists the criteria for Planning Commission action. The Planning Commission will be the decision-making authority for the Final PUD Master Plan.

SITE INFORMATION

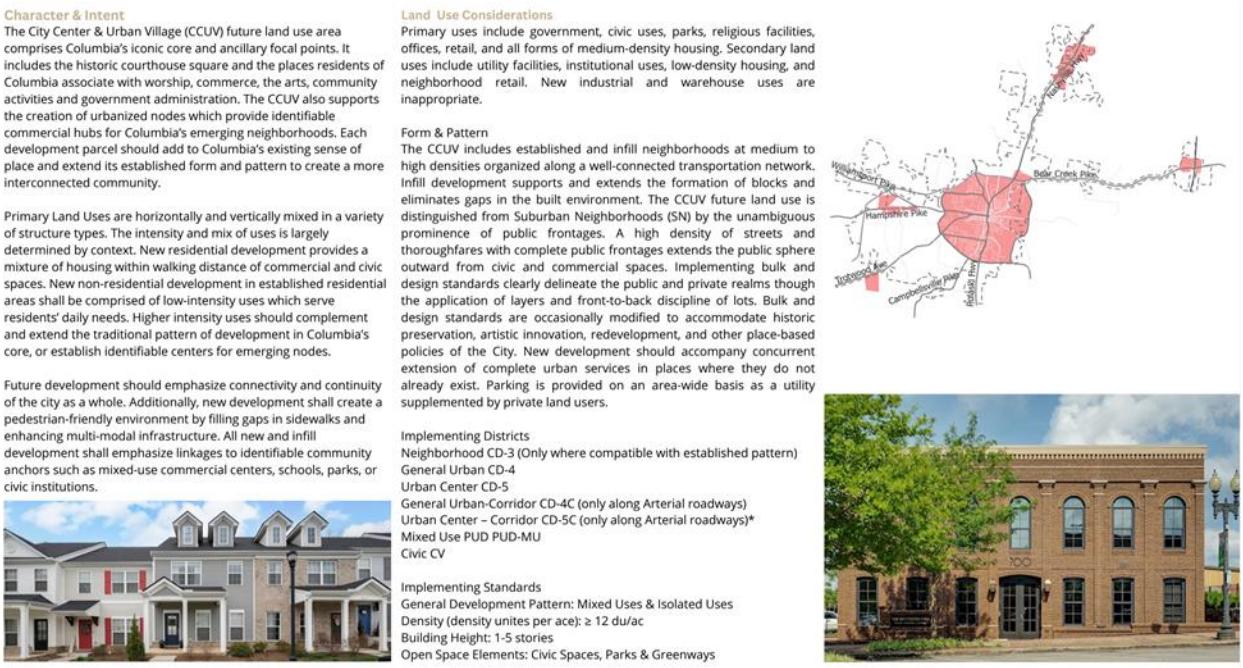
CURRENT ZONING	EXISTING USE	EXISTING IMP.	LAND AREA
PUD-MU	Vacant Land	Quick Service Restaurant	+ /- 1.2 acres

FUTURE LAND USE MAP (*City Center Urban Village*)

ZONING MAP (PUD-MU)

SITE CONTEXT/ADJACENT PROPERTIES			
	Future Land Use	**Zoning**	**Current Use**
Subject Property	City Center & Urban Village	**PUD-MU**	**Vacant Parcel**
North	City Center & Urban Village	**PUD-MU**	**Commercial (*McDonalds*)**
South	Suburban Neighborhoods	**PUD-MU**	**Vacant (*Future Commercial*)**
East	City Center & Urban Village	**PUD-MU**	**Commercial (*Self-Storage*)**
West	City Center & Urban Village	**CD-2**	**Vacant Parcel**

CONSISTENCY WITH CONNECT COLUMBIA



Character & Intent

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

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

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

Land Use Considerations

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

Form & Pattern

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

Implementing Districts

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

Implementing Standards

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

City Center & Urban Village:

The City Center & Urban Village (CCUV) future land use area comprises Columbia's iconic core and ancillary focal points. It includes the historic courthouse square and the places residents of Columbia associate with worship, commerce, the arts, community activities and government administration. The CCUV also supports the creation of urbanized nodes which provide identifiable commercial hubs for Columbia's emerging neighborhoods. Each development parcel should add to Columbia's existing sense of place and extend its established form and pattern to create a more interconnected community. Primary Land Uses are horizontally and vertically mixed in a variety of structure types. The intensity and mix of uses is largely determined by context. New residential development provides a mixture of housing within walking distance of commercial and civic spaces. New non-residential development in established residential areas shall be comprised of low intensity uses which serve residents' daily needs. Higher intensity uses

should complement and extend the traditional pattern of development in Columbia's core, or establish identifiable centers for emerging nodes. Future development should emphasize connectivity and continuity of the city as a whole. Additionally, new development shall create a Pedestrian-friendly environment by filling gaps in sidewalks and enhancing multi-modal infrastructure. All new and infill development shall emphasize linkages to identifiable community anchors such as mixed-use commercial centers, schools, parks, or civic institutions. This request includes a pedestrian connection to adjacent parcels in with a sidewalk that is located within the frontage of the site parallel to Nashville Hwy.

AREA OF CHANGE

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

Activate (City Policies Foster Proactive Change)
Protect (City Policies Minimize Change to Established Land Use)
Facilitate (City Facilitates Orderly Market-Driven Change)

CONFORMITY WITH ZONING ORDINANCE

Landscaping & Tree Inventory/ Buffering:

This site development plan conforms to all internal landscaping standards for parking lot islands and frontage landscaping. In addition, one tree per 50 ft of frontage has been included in addition to all required street screening in the form of a hedge row at the frontage of the site along Nashville Hwy. Furthermore, there is no existing tree cover on the site that would require a tree inventory.

Parking/Loading:

A quick service restaurant has a parking ratio of 1 space per 100 SF. The applicant has proposed 32 spaces which is permitted by the Zoning Ordinance that allows a site parking ratio not to exceed 50% of the maximum requirement. All parking is proposed to be within the 3rd layer of the site as required for parking orientation within a PUD-MU District. A 10' x 50' loading space has been added within the 3rd layer.

Lots, Building Sites & Bulk Standards:

Staff prepared the tables below to demonstrate how the proposed development conforms to the bulk and design standards of the Zoning Ordinance. Table 1 describes applicable bulk standards per the Zoning Ordinance for a PUD-MU character district in which the subject property is zoned. Table 2 describes the design standards of the Zoning Ordinance per § 4.3.1-M of the Zoning Ordinance within a PUD-MU District.

Table 1 (PUD-MU) Mixed Use Planned Unit Development Bulk Standards		
Bulk Standards:	**Required**	**Proposed**
Minimum Lot/ Building Site Width Minimum and Maximum:	18 ft. min/ 180 ft. max	177 ft.
Lot/Building Enfrontment:	Facades must have main entrance in principle of building frontage	The primary entrance is at the façade elevation that enfronts Nashville Hwy. The drive-thru and associated stacking is located within the 3rd layer of the site as required.
Building Height:	2 stories minimum **Subject to adjacent uses in PUD MU per Planning Commission*	2 story façade design
Frontage Buildout:	60% minimum	(*177 ft lot frontage*; *82' facade & screening*) 60%

Setbacks:	**Principal Buildings** **Front:** – 0-20 ft. **Side:** – 0' attached, 10 ft-24ft. **Rear:** NR.	**Front:** – 20 ft. **Side:** - **24 ft +** **Rear:** NR

Architectural Design Standards:

Table-2 (PUD-MU) Mixed Use Planned Unit Development Architectural Standards		
Design Standards:	**Required**	**Proposed**
Main Entrance:	Main Entrance must be in Façade of Principal Frontages.	Main entrance enfronts a defined street section (*Nashville Hwy*)
Vertical Composition:	Identifiable Base, Middle, & Cap	The facade includes a defined base, middle, and cap.
Façade Position & Façade Articulation:	Main entrance at façade & position parallel to frontage line. A façade greater than 100' shall be differentiated so that it appears to be comprised of two or more adjacent buildings with separate entrances.	82' building façade to include screening in the form of a hedge screen and screen wall (20%) 106' total frontage buildout.
Façade Openings:	20 ft. or less spacing for windows/doors	Proposed windows and/or doors are spaced 20' apart.
Façade Glazing:	20-60 % non-shopfront, 50% for shopfront, 20% secondary elevations and upper floors	50%, Shopfront façade (1st floor), 20% (2nd floor).
Window Shape:	Square or vertical proportions	All windows are square or vertical proportioned
Window Alignment:	Upper floor windows and other features must be aligned with those of first floor	All windows are ground level with exception to window dormer elements within visible roofline.
Window Types:	Single-hung, double-hung, casement.	All windows adhere to the window type standards as described.
Window Glazing Material:	Clear glass	Clear Glass

Window Trim in 1st Layer:	Min 4 in. trim with sill and top plate/ soldier course above lintel and rowlock course below sill	Elevations contain window trim and rowlock and solider course around window areas where brick is used as a façade material.
Shutters:	Functional to cover half of window width/ shutter dogs	Shutters are not proposed on windows.
Façade Window Sill Height:	5 ft. min above grade (residential only)	N/A (*Commercial uses do not have this requirement*)
Façade Variety:	No façade may exist more than once on a block face or within view of same façade	N/A
Roof Type & Pitch:	Hip/ Gable/ Flat	Flat
Primary Building Materials:	Brick, Fiber Cement Board, Wood, Authentic stucco over masonry	Fiber Cement Board
Foundation Cladding:	Brick or Natural Stone	Brick
Building Colors:	Up to 3 colors, including the natural color of any allowed materials, but excluding trim color.	Does not exceed 3 colors.

REVIEW PROCESS

Section **8.3.3.B.7** of the Zoning Ordinance authorizes the Planning Commission to make "Recommendations to the City Council on a Preliminary Master PUD Development Plan." Sections 8.5.21.B.3 and 8.5.21.K of the Zoning Ordinance establish the criteria for Planning Commission review and action on the proposed Preliminary PUD Master Plan.

8.5.21.B Master PUD Development Plan Approval

3. Without limitation to Section 8.5.21.B.2 above, approval of Rezoning of property to a PUD District, Zoning Text Amendment application related to a PUD, or a Master PUD Development Plan are subject to the Planning Commission's and the City Council's first making formal, written findings regarding each of the items listed in Section 8.5.21.B.2 and that the proposed Development, such applications, and approvals:

> Approval of a Master PUD Development Plan [is] subject to the Planning Commission's and the City Council 's first making formal, written findings regarding each of the items listed that the proposed Development, such applications, and approvals:

a. conforms to all applicable standards and requirements of this Ordinance,
b. would be compatible with other Development permitted under all applicable provisions of this Ordinance;
c. will not significantly interfere with the use and enjoyment of other land in the vicinity;
d. adequately conserve woodland and the protect water courses from erosion and siltation;
e. maximizes safety, convenience, and amenities for the residents and visitors of the Development; and
f. adequately address all such other matters as they may find to have material bearing upon the stated standards and objectives of this Ordinance.

4. Unless specifically exempted, the standards and requirements contained in this Section 8.5.21 shall be in addition to all other applicable standards and requirements established in this Ordinance.

8.5.21.K.1 Planning Commission Action on Preliminary Master PUD Development Plan
Before making any recommendation on a Preliminary Master PUD Development Plan or an amendment to an existing approved Preliminary Master PUD Development Plan, the Planning Commission shall consider the Certificate of Compliance and all recommendations from the Zoning Administrator, the City Engineer, and other City departments, and shall conduct a public hearing.

Section **8.3.2.B.4** directs the City Council to reach a final decision on the preliminary Master PUD Development Plan of a Planned Unit Development. If the City Council approves the Preliminary PUD Master Plan, the applicant will have two years to submit a Final PUD Master Plan. The Planning Commission shall determine whether the Final PUD Master Plan complies with the Preliminary Master Plan (§ 8.5.21.Q)

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS

The Development Review Committee reviewed the proposed Preliminarily PUD Master Plan at its February 2026 meeting, as directed by section **8.3.7** of the Zoning Ordinance. Technical comments are provided in the agenda package and summarized above.

- **Planning** highlighted that application listed deviations that would not meet the base zoning of the PUD-MU standards. The applicant is requesting a freestanding monument sign. The requested deviation to utilize spandrel glass has been corrected to be clear glass.
- **Engineering** noted that this approval is subject to existing traffic study and construction plan approval.
- **Columbia Water** indicated that the water availability letter was issued on **January 20th, 2026,** and remains valid for 120 days. The availability of capacity to serve is based on a determination by the Fire Marshal of fire flow requirements and the information submitted on the Water Service Availability Request application.

SAMPLE MOTIONS

Recommend Approval:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the Rezoning to PUD-MU with Preliminary Planned Unit Development Master Plan as presented *[, subject to technical comments and other conditions presented by planning staff*].

Recommend Approval Subject to Conditions:

Move to find, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance have been satisfied, and recommend approval of the Rezoning to PUD-MU with Preliminary Planned Unit Development Master Plan, subject to the following conditions: [*list conditions of approval crafted by Planning Commission*].

Recommend Denial:

Move to recommend denial of the Rezoning to PUD-MU having found, based on the information presented by the applicant and the analysis provided by city staff, that the criteria listed in sections **8.5.21.B**, **8.5.21.K**, **8.5.18** and **8.5.19** of the City of Columbia Zoning Ordinance, are not satisfied [*list specific reasons for denial*].

Defer:

Move to find that there is insufficient information to make a decision, defer the matter to the next regularly scheduled meeting of the Planning Commission, and request that the [*applicant/staff*] provide: [*list additional information*] for review at a future meeting.