

City of Columbia City Council Agenda

June 4, 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. 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, SANITATION, CAPITAL PROJECTS, GRANTS FUNDS AND WASTEWATER FUNDS - FINANCE.**

   RECOMMENDATION: Conduct the Public Hearing.

   INFORMATION: This Public Hearing is related to item 10.1 on the agenda. The proposed ordinance is the fourth amendment of the FY 2026 Appropriation Ordinance and revises the General, State Street Aid, Sanitation, Capital Projects, Grants, and Wastewater Funds.

   Supporting documentation for the amendment is included within the agenda packet and the required Notice of Public Hearing was published in Main Street Maury on May 6, 2026.

   This amendment increases the City's total budget for FY 2026 by $15,419,351 from $184,971,390 to $200,390,741.

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

2. **PUBLIC HEARING ON 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 $.8251 PER $100.00 - CITY RECORDER'S OFFICE.**

   RECOMMENDATION: Conduct the Public Hearing.

   INFORMATION: This Public Hearing is related to Item 10.2 on the Agenda. Proposed Ordinance fixing the tax rate for the City of Columbia for the year 2026 on all property at the rate of $0.8251 per $100.00.

   Supporting documentation for the Ordinance has been provided and

the required Notice of Public Hearing was published in Main Street Maury on May 6, 2026.

ATTACHMENTS: Staff Report Ordinance No. 4586 PH, Ordinance No. 4586 as amended.

3. **PUBLIC HEARING ON ORDINANCE NO. 4587 AS AMENDED – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2026 THROUGH JUNE 30, 2027 - FINANCE.**

   RECOMMENDATION: Conduct the Public Hearing.

   INFORMATION: The proposed ordinance represents the City of Columbia budget for FY 2026-2027. The proposed budget was submitted to the City Council by the City Manager and received at the City Council regular meeting on May 14, 2026 for first consideration.

   The total proposed budget is $84,466,601, as outlined in Agenda Item 10.3 and referenced in the final budget message.

   A notice of public hearing including FY 2027 proposed along with current year (2026) and last audited year (2025) budgeted figures was published May 6, 2026.

   ATTACHMENTS: Staff Report Ordinance No. 4587 as amended PH, Ordinance No. 4587 as amended, Final Budget Message 2026.

4. **PUBLIC HEARING ON ORDINANCE NO. 4591 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 12-108 TO TITLE 12, CHAPTER 1, PERTAINING TO MINIMUM DESIGN STANDARDS FOR FIRE PREVENTION, FIRE PROTECTION, AND BUILDING CONSTRUCTION SAFETY FOR GOVERNMENT OWNED BUILDINGS - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.**

   RECOMMENDATION: Conduct the Public Hearing.

   INFORMATION: This ordinance will amend Title 12, Chapter 1 of the Municipal Code as it pertains to the required minimum standards for fire prevention, fire protection, and building construction safety for

government owned buildings. The amendment will establish the standards adopted by the Tennessee State Fire Marshal's Office as the minimum standards for design and construction for all Federal, State, County and City owned buildings inside the City of Columbia. Establishing the State Fire Marshals adopted codes for government-owned buildings will help to reduce jurisdictional conflicts. This amendment will be effective upon approval of second consideration. The required notice of Public Hearing was advertised in *Main Street Maury* on Wednesday, May 20, 2026.

ATTACHMENTS: Ordinance 4591 PH Staff Report, Ordinance No. 4591.

1 CALL TO ORDER/ROLL CALL.

2 INVOCATION.

3 PLEDGE OF ALLEGIANCE.

4 APPROVAL OF AGENDA.

5 PRESENTATIONS.

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

ATTACHMENTS:

6 ORGANIZATIONAL BUSINESS.

6.1. APPROVE THE MINUTES OF THE MAY 14, 2026 CITY COUNCIL MEETING - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

ATTACHMENTS: May 14, 2026 City Council Minutes.

6.2. APPROVE THE RETIREMENT BENEFITS FOR MATTHEW GUTTOWSKY, MAINTENANCE SUPERVISOR IN THE STREETS

DEPARTMENT, PRESENTATION OF RETIREMENT PLAQUE BY MAYOR MOLDER. - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: Matthew Guttowsky has been an employee of the City of Columbia for 25 years. His effective retirement date is June 11, 2026 with pension payments to begin on July 1, 2026.

ATTACHMENTS: Staff Report Matthew Guttowsky.

6.3. APPROVE THE APPOINTMENT OF SECILIA WAGONER TO THE CITY OF COLUMBIA ARTS COUNCIL FOR A THREE-YEAR TERM BEGINNING ON JUNE 11, 2026 AND EXPIRING ON JUNE 11, 2029.

RECOMMENDATION: Approve.

7 CONSENT AGENDA

7.1. APPROVE DISBURSEMENTS FOR THE MONTH OF APRIL 2026 IN THE AMOUNT OF $8,750,141.36 - FINANCE.

RECOMMENDATION: Approve.

ATTACHMENTS: April 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: June 2026 Surplus List.

7.3. APPROVE THE CITY OF COLUMBIA'S STOP LOSS GROUP MEDICAL INSURANCE PREMIUM WITH SUN LIFE FINANCIAL WITH AN INDIVIDUAL SPECIFIC DEDUCTIBLE OF $150,000 AND AN AGGREGATING SPECIFIC DEDUCTIBLE OF $125,000 EFFECTIVE JULY 1, 2026 AND AUTHORIZE THE MAYOR TO SIGN ANY NECESSARY DOCUMENTS - FINANCE.

RECOMMENDATION: Approve.

INFORMATION: To ensure we are receiving the most competitive rates and the best possible service for our eligible employees; Sherrill Morgan does a request for proposals for stop loss coverage. This plan year our health plan experienced higher claimants than in the previous plan year. The renewal rates for the year beginning July 1, 2026 have a slight increase of 3.7% over the current year by Sun Life.

Sun Life continues to guarantee against any of our employees being subject to an individual laser and that we will not receive an increase above 50%. With this guarantee, the decision was made to stay with Sun Life for the stop loss.

BlueCross BlueShield of Tennessee has a small increase of $0.11 per month per employee on our administrative fees as this new rate also includes Teladoc; for the 26-27 plan year the fees will be $55.86 per employee per month. The administrative fee for dental remained at the same rate of $4.46 per employee per month.

In an effort to improve employee awareness of their current health condition(s), the City will continue the tobacco and HRA/biometric requirements. These requirements do not apply to those employees who are not on the group medical plan and receive the "in lieu of insurance" amount of $1,700 annually.

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

ATTACHMENTS: Staff Report Sun Life, SunLife Stop Loss Renewal, Rate Sheet Medical, Rate Sheet Dental.

7.4. RECEIVE AND FILE COST OF LIVING ADJUSTMENT (COLA) FOR ELIGIBLE RETIREES OR BENEFICIARIES OF THE CITY OF COLUMBIA EMPLOYEES' RETIREMENT PLAN - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Each year the cost of living adjustment for eligible retirees or beneficiaries of the City of Columbia Employees' Retirement Plan is forwarded to the Trustees of the City Retirement Plan by the actuarial consultant. The increase of 3.00% of their current retirement benefit is to become effective July 1, 2026 for those retirees or beneficiaries who began receiving benefits on or before July 1, 2025. The City Retirement Plan provides that the cost of living adjustment shall be increased for eligible retirees or beneficiaries each July 1 based on the Consumer Price Index (CPI-U) for all Urban Consumers, not to exceed three (3%) percent. The 3.00% is based on the period from March 31, 2025 to March 31, 2026.

ATTACHMENTS: Staff Report Retiree COLA, Ordinance No. 3968 Cost of Living.

7.5. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PROJECT AGREEMENT BETWEEN THE CITY OF COLUMBIA AND CHANDLERTHINKS, LLC IN THE AMOUNT OF $59,500 FOR BRANDING & VISUAL IDENTITY PROFESSIONAL SERVICES - CITYWIDE - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: The team at Chandlerthinks will lead this Branding & Visual Identity project for the City of Columbia using a phased approach: Research, Strategy, Creative, & Action Plan. Steps include site visit, community perception study, outside perception study, stakeholder interviews, focus groups, digital audit, & brand strategy development resulting in a robust brand that is unique to Columbia. A strong brand and professional image makes the city more attractive to employers, tourists, developers, entrepreneurs, homebuyers, and industries, which can translate into increased sales

tax revenue, property investment, business growth, and broader economic activity.

CERTIFICATION: The Chief Financial Officer certifies that $59,500 is budgeted and unencumbered in General Government - Professional Services.

ATTACHMENTS: Staff Report Chandlerthinks, Chandlerthinks Branding Contract Agreement, Chandlerthinks Columbia, TN Branding & Visual Identity Proposal.

7.6. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND RSI (ROOF SYSTEMS, INC.) UTILIZING TIPS COOPERATIVE PURCHASING TO REMOVE AND UPDATE THE OLD ROOF AND REPLACE STORM DAMAGED ROOFS AT THE COLUMBIA AQUATICS AND RECREATION CENTER IN THE AMOUNT OF $98,460 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: The Parks Department recommends approval for a contract with Roof Systems Inc. (RSI) to remove and replace aging roof systems and repair storm-damaged roofing at the Columbia Aquatics and Recreation Center. RSI was selected as a vendor participating through the TIPS Purchasing Cooperative. After evaluating the quote from RSI, City personnel identified that bids would likely have exceeded the quoted price following the purchasing cooperative's preferential pricing.

The proposed work includes replacement of approximately 9,800 square feet of roofing over the indoor poolroom at a cost of $49,418.00 and replacement of approximately 1,800 square feet of roofing over the pump/maintenance room at a cost of $49,042.00.

CERTIFICATION: The Chief Financial Officer certifies that $98,460 is budgeted and unencumbered in Capital Projects - Columbia ARC - Parks & Recreation Facilities.

ATTACHMENTS: Staff Report RSI, RSI Contract, Roofing Quotes.

7.7. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND PATH COMPANY TO REPLACE THE ENTIRE HVAC SYSTEM FOR THE

COLUMBIA AQUATICS AND RECREATION CENTER IN THE AMOUNT OF $550,000 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: Due to the age of the current HVAC system at the Columbia Aquatics and Recreation Center and approaching the end of expected service life, we are in need of replacing these units. Currently, we are experiencing multiple equipment failures and inconsistent temperatures throughout the building. Replacing the current units will greatly improve comfort, improve indoor air quality and reduce downtime associated with repairs as failures happen. Additionally, upgrading the thermostats will improve system communication, scheduling capabilities and alarm monitoring.

CERTIFICATION: The Chief Financial Officer certifies that $550,000 is budgeted and unencumbered in Capital Projects - Columbia ARC - Parks & Recreation Facilities.

ATTACHMENTS: Staff Report Path , Path HVAC Contract 1, Path HVAC Contract 2.

7.8. APPROVE BID AWARD AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND DRAKES CREEK BUILDERS IN THE AMOUNT OF $715,861.00 FOR THE COLUMBIA AQUATICS AND RECREATION CENTER RENOVATIONS - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: This project scope will include, but not limited to, an interior remodel consisting of the reconfiguration of the men's and women's locker rooms, updates to the pool restroom and shower areas, the enclosure of new office spaces, associated plumbing and electrical work and selective wall removal.

CERTIFICATION: The Chief Financial Officer certifies that $715,861 is budgeted and unencumbered in Capital Projects - Columbia ARC - Parks & Recreation Facilities.

ATTACHMENTS: Staff Report Drakes Creek Builders, Drake Creek Builders Agreement Between Owner and Contractor, Performance Bond, General Conditions.

7.9. APPROVE THE CHANGE ORDER NO. 1 TO THE CONTRACT WITH STEELHEAD BUILDING GROUP FOR THE CONSTRUCTION OF THE RIDLEY PICKLEBALL COURTS IN THE AMOUNT OF $7,071.09 - PARKS & RECREATION DEPARTMENT.

RECOMMENDATION: Approve.

INFORMATION: This change order was determined during excavation. Steelhead Building Group located an underground irrigation mainline beneath portions of the proposed post-tension pickleball courts slabs and adjacent to the proposed fence alignment. Based on the overall long-term benefit to the project and reduction in future maintenance risk, Lose Design recommends approval of Change Order No. 1 in the amount of $7,071.09.

CERTIFICATION: The Chief Financial Officer certifies that $7,071.09 is budgeted and unencumbered in Capital Projects - Ridley - Parks & Recreation Facilities.

ATTACHMENTS: Staff Report Change Order No. 1 Steelhead, Change Order No. 1 Steelhead.

7.10. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND KALI ALEXANDRIA IN THE AMOUNT OF $4,000 FOR A COLUMBIA SUMMER GETAWAY SOCIAL MEDIA INFLUENCER MARKETING CAMPAIGN - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Visit Columbia will contract with Kali Alexandria for a summer weekend getaway social campaign as part of the marketing strategy designed to reach travelers through social media to encourage and inspire travel to Columbia while building brand awareness.

CERTIFICATION: The Chief Financial Officer certifies that $4,000 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report Kali Alexandria Content Creator, Kali Alexandria x Visit Columbia Agreement.

7.11. APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND HALEY DECATUR IN THE AMOUNT OF $2,500 FOR A UNIQUE SUMMER TRAVEL DESTINATION SOCIAL MEDIA INFLUENCER MARKETING CAMPAIGN - CITY MANAGER'S OFFICE.

RECOMMENDATION: Approve.

INFORMATION: Visit Columbia will contract with Haley Decatur for a unique summer travel destination social campaign as part of the marketing strategy designed to reach travelers through social media, to encourage and inspire travel to Columbia while building brand awareness.

CERTIFICATION: The Chief Financial Officer certifies that $2,500 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report Haley Decatur Content Creator, Haley Decatur Content Creator.

7.12. APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE SOFTWARE LICENSING AGREEMENT WITH ESKILL IN THE AMOUNT OF $5,300 TO PROVIDE VALID AND RELIABLE TESTING FOR PRE-EMPLOYMENT AND SKILLS GAP TESTING - HUMAN RESOURCES.

RECOMMENDATION: Approve.

INFORMATION: Using tests provided by ESkill will provide validity and reliability to avoid charges of disparate impact. They have a bank of over 800 standardized tests to administer for pre-employment and skills gap assessments to assist with assigning learning and development courses.

CERTIFICATION: The Chief Financial Officer certifies that $5,300 is budgeted and unencumbered in General Government- Software.

ATTACHMENTS: ESkill Staff Report, ESkill Contract.

8 ADMINISTRATION.

9 RESOLUTIONS.

9.1. RESOLUTION NO. 26-37 – TAX CORRECTIONS - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Resolution No. 26-37.

INFORMATION: The City Recorder is presenting tax corrections through 5/21/2026 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

ATTACHMENTS: Staff Report Resolution No. 26-37, Resolution No. 26-37, Resolution No. 26-37 Exhibit A.

9.2. RESOLUTION NO. 26-38 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING THE HILLCREST TOWNHOMES (WATERFORD TOWNHOMES) - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 26-38.

INFORMATION: The Hillcrest Townhomes (Waterford Townhomes) consists of 755 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. 26-38, Resolution No. 26-38, Resolution No. 26-38 Lein Affidavit, Resolution No. 26-38 Dedication Letter.

9.3. RESOLUTION NO. 26-39 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING HILLCREST VILLAGE, PHASE 2 AND PHASE 3 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Resolution No. 26-39.

INFORMATION: Hillcrest Village Phase 2 and Phase 3 consists of 2665 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. 26-39, Resolution No. 26-39, Resolution No. 26-39 Lien Affidavit, Resolution No. 26-39 Dedication Letter.

10 ORDINANCES.

10.1. 2ND 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 - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4585 on second consideration.

INFORMATION: The proposed ordinance is the fourth 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 $400,00 and increase ARC HVAC by same 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.

On second consideration, the following items are added:

· Budget Street Paving Amendment with transfer from CPF totaling $1,000,000 and $163,622 for University Drive Paving as part of the FY 26 funding cycle/contract,

· Budget transfer for Health Plan reserves totaling $500,000 in the General Fund and $62,300 in the Wastewater Fund,

· Budget retirement contribution totaling $500,000,

· Budget transfer to Capital Projects totaling $475,775 and transfers to Grants Fund totaling $198,841,

· Budget increase to expenses for General Fund departments totaling $784,650.00 across,

· Budget increase to expenses for SAN Fund totaling $455,500,

· Budget increased amount to cover landfill expenditures totaling $214,664,

· Budget increase and transfer funds to Capital totaling $459,775,

· Transfer $540,000 in from bridge project to street paving in the General Fund,

· Budget 2025 CDBG - Drainage Improvements at S. Main and E. 9th Street in the Grants Fund totaling $946,857,

· Budget amendment No. 4 - Lytle Creek Bridge Replacement Engineering – in the Grants Fund totaling $16,000,

· Transfer/budget $1,657,105.51 to/from Capital to General Fund due to FY 25 remaining proceeds,

· Budget transfer for Health Plan reserves totaling $62,300 in Wastewater,

· Budget increase to expenses for Wastewater totaling $2,604,991.24.

A detailed schedule of items included within this budget amendment is attached. This amendment increases the City's total budget for FY 2026 by $15,419,351 to $200,390,741.

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

10.2. 2ND CONSIDERATION OF ORDINANCE NO. 4586 AS AMENDED - AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2026 ON ALL TAXABLE PROPERTY AT THE RATE OF $0.6068 PER $100.00 - CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4586 as amended on second consideration.

INFORMATION: Annually, the City Council adopts the property tax rate via a tax levy ordinance. At the May 14th meeting, the property tax rate was proposed to be carried forward from the previous tax year with no change recommended. 2026 is a reappraisal year for Maury County to complete a countywide reappraisal to include all property within the City of Columbia city limits. The Maury County Assessor of Property has provided the City with the attached *certified tax rate* calculation form. The *certified tax rate* is calculated to produce substantially the same amount of revenue as the prior year, excluding new construction and improvements.

Following City Council approval of the prior year tax rate on first consideration, the tax levy ordinance, Ordinance No. 4586, has been prepared "as amended" to include the new certified tax rate

on second consideration. If adopted as amended, the property tax rate would be reduced from $0.8251 to the certified tax rate of $0.6068 per $100.00 of assessed value. This represents a 26.5% decrease in the property tax rate.

The total tax base assessment in 2022 — the last reappraisal year — was $1,515,041,776.00. This year the total tax base assessment was $2,425,633,901.00.

ATTACHMENTS: Staff Report Ordinance No. 4586 as amended, Ordinance No. 4586 as amended, Calculation Form for Certified Tax Rate.

10.3. 2ND CONSIDERATION OF ORDINANCE NO. 4587 AS AMENDED – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2026 THROUGH JUNE 30, 2027 - FINANCE.

RECOMMENDATION: Approve Ordinance No. 4587 as amended on second consideration.

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 meeting. The annual budget proposal was presented to Council Members during one-on-one meetings for review of all City departments and funds in advance of first consideration. A Public Hearing is required prior to second consideration and is scheduled for June 11, 2026. Required publication of the tentative Appropriation Ordinance was made in the Main Street Maury newspaper on May 6, 2026. A notice of public hearing including FY 2027 proposed along with current year (2026) and last audited year (2025) budgeted figures was published May 6, 2026.

Since the City Council approved the Appropriation Ordinance on first consideration, an increase in the appropriation for Animal Shelter services of 10%, or $24,200, has been included for second consideration.

The total proposed budget, all funds, totals $84,466,601.

ATTACHMENTS: Staff Report Ordinance No. 4587 as amended, Ordinance No. 4587 as amended, Final Budget Message 2026.

10.4. 2ND 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 second 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. 2ND CONSIDERATION ON ORDINANCE 4589 - AN ORDINANCE TO ADOPT AND RATIFY THE HISTORIC 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 - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance 4589 on second 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. 2ND 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 second 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.

10.7. 1ST CONSIDERATION ON ORDINANCE NO. 4591 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 12-108 TO TITLE 12, CHAPTER 1, PERTAINING TO MINIMUM DESIGN STANDARDS FOR FIRE PREVENTION, FIRE PROTECTION, AND BUILDING CONSTRUCTION SAFETY FOR GOVERNMENT-OWNED BUILDINGS - CITYWIDE - DEVELOPMENT SERVICES DEPARTMENT.

RECOMMENDATION: Approve Ordinance 4591 on first consideration.

INFORMATION: This ordinance will amend Title 12, Chapter 1 of the Municipal Code as it pertains to the required minimum standards for fire prevention, fire protection, and building construction safety for government owned buildings. The amendment will establish the standards adopted by the Tennessee State Fire Marshal's Office as the minimum standards for design and construction for all Federal, State, County and City owned buildings inside the City of Columbia. Establishing the State Fire Marshals adopted codes for government-owned buildings will help to reduce jurisdictional conflicts. This amendment will be effective upon approval of second consideration.

ATTACHMENTS: Staff Report Ordinance No. 4591, Ordinance No. 4591.

10.8. 1ST CONSIDERATION OF ORDINANCE NO. 4592 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 10-108 TO TITLE 10, CHAPTER 1 TO REGULATE AND PROHIBIT THE SALE, TRANSFER, DISPLAY, AND GIVEAWAY OF DOGS, CATS, AND DOMESTIC RABBITS IN PUBLIC OUTDOOR SPACES - CITY ATTORNEY'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4592 on first consideration.

INFORMATION: This Ordinance is intended to help reduce irresponsible breeding practices and lessen the burden on animal shelters and rescue organizations. It would assist in protecting

public health and safety, prevent consumer fraud, reduce the spread of animal-to-human disease and promote the humane treatment of animals by regulating the sale, transfer, display and giveaway of dogs, cats and domestic rabbits.

ATTACHMENTS: Staff Report Ordinance No. 4592, Ordinance No. 4592.

10.9. 1ST CONSIDERATION OF ORDINANCE NO. 4593 - AN ORDINANCE CONVEYING A TWENTY-FOOT-WIDE SEWER EASEMENT TO JOHN C. DAVENPORT FOR PROPERTY LOCATED ON TAX MAP 100G, GROUP A, PARCEL 032.07 - WASTEWATER DEPARTMENT.

RECOMMENDATION: Approve Ordinance No. 4593 on first consideration.

INFORMATION: John C. Davenport has requested the City of Columbia convey a twenty-foot-wide sewer easement for construction of sanitary sewer serving property adjacent to 711 Lion Parkway.

ATTACHMENTS: Staff Report Ordinance No. 4593, Ordinance No. 4593.

11 PUBLIC COMMENT.

12 OTHER BUSINESS.

13 EXECUTIVE SESSION.

14 ADJOURNMENT.

15 UPCOMING EVENTS.

15.1. JUNETEENTH - FRIDAY, JUNE 19, 2026 - CITY OFFICES CLOSED

15.2. UNVEILING OF HISTORIC MARKER - COLUMBIA JAIL FIRE - FRIDAY, JUNE 26, 2026 - 3 P.M. ARCHIVES BUILDING

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: PUBLIC HEARING ON 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

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: This Public Hearing is related to item 10.1 on the agenda. The proposed ordinance is the fourth amendment of the FY 2026 Appropriation Ordinance and revises the General, State Street Aid, Sanitation, Capital Projects, Grants, and Wastewater Funds. Supporting documentation for the amendment is included within the agenda packet and the required Notice of Public Hearing was published in Main Street Maury on May 6, 2026. This amendment increases the City's total budget for FY 2026 by $15,419,351 from $184,971,390 to $200,390,741

CERTIFICATION: N/A.

ATTACHMENTS: Staff Report, Ordinance No. 4585 AA; Supporting Documentation; FY 2026 Budgeted Expenditure Summary.

ORDINANCE NO. 4585 (AMENDED)

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 $200,390,741, an increase of $15,419,351.

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

General Government total of $15,839,071 be amended to $22,002,564, an increase of $6,163,494.

Police total of $12,111,035 be amended to $12,178,035, an increase of $67,000.

Fire total of $10,098,440 be amended to $10,131,936, an increase of $33,497.

Streets total of $4,468,034 be amended to $4,532,184, an increase of $64,150.

Parks total of $5,158,792 be amended to $5,079,792, a decrease of $79,000.

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 $5,931,076, an increase of $1,033,164.

Capital Projects total of $13,572,489 be amended to $17,355,019, an increase of $3,782,531.

Grants total of $3,899,006 be amended to $5,078,530, an increase of $1,179,525.

Wastewater total of $101,683,536 be amended to $104,838,527, an increase of $3,154,991.

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 6th day of May, 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
2nd Consideration - June 11th (6/11/26)

General City Admin		
Budget transfer to Capital Projects		1,430,650.00
Transfer funds from Tourism Enhancement for Sports Tourism Equipment		(165,000.00)
Total General City Admin	**$**	**1,265,650.00**
Fire		
Haz-Mat payment from Tennessee Southern Railroad		7,496.77
Total Fire	**$**	**7,496.77**
Parks		
Reduce funds to transfer to Capital Projects		(304,000.00)
Total Parks	**$**	**(304,000.00)**
TOTAL GENERAL FUND	**$**	**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		304,000.00
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	**$**	**1,649,650.00**
Grants		
2026 Rescue Squad Grant - Rope Harness and Inflatable Raft		9,450.00
Total Grants	**$**	**9,450.00**
Wastewater Fund		
Engineering for Pumpkin Creek Project		550,000.00
Total Wastewater (Sewer) Fund	**$**	**550,000.00**
Total Increase - All Funds (First Consideration)	**$**	**3,561,246.77**

General City Admin	
Budget Street Paving Amendment with transfer from CPF	1,000,000.00
Budget University Drive Paving for Additional FY 26 Funding	163,622.00
Budget retirement contribution	500,000.00
Budget transfer for Health Plan reserves	500,000.00
Budget transfer to Capital Projects	16,000.00
Budget transfer to Grants	198,841.00
Budget increase to expenses for General Fund	506,500.00
Budget reserves from CPF transfer	1,657,105.51
Budget increase and transfer funds to Capital	459,775.00

	Total General City Admin	**$**	**5,001,843.51**
Police			
Budget increase to expenses for General Fund			67,000.00
	Total Police	**$**	**67,000.00**
Fire			
Budget increase to expenses for General Fund			26,000.00
	Total Fire	**$**	**26,000.00**
Streets			
Budget increase to expenses for General Fund			64,150.00
	Total Steets	**$**	**64,150.00**
Parks			
Budget increase to expenses for General Fund			121,000.00
	Total Parks	**$**	**121,000.00**
	TOTAL GENERAL FUND	**$**	**5,279,993.51**
Sanitation			
Budget increase to expenses for SAN Fund			455,500.00
Budget increased amount to cover landfill expenditures			214,664.00
	Total Sanitation	**$**	**670,164.00**
Capital Projects			
Budget/transfer bridge project to street paving (General Fund)			540,000.00
Budget/transfer bridge project to street paving (General Fund)			(540,000.00)
Budget increase and transfer funds to Capital			459,775.00
Budget transfer from CPF to General for unused prior year proceeds			1,657,105.51
	Total Capital Projects	**$**	**2,116,880.51**
Grants Fund			
Budget 2025 CDBG - Drainage Improvements at S Main and E 9th Street			946,857.00
Budget amendment No. 4 - Lytle Creek Bridge Replacement Engineering			16,000.00
Budget increase to expenses for Grants			223,217.64
	Total Grants Fund	**$**	**1,186,074.64**
Wastewater Fund			
Budget transfer for Health Plan reserves			62,300.00
Budget increase to expenses for Wastewater			2,542,691.24
	Total Wastewater (Sewer) Fund	**$**	**2,604,991.24**
Total Increase - All Funds (Second Consideration)		**$**	**11,858,103.90**
Total Increase - All Funds (First and Second Consideration)		**$**	**15,419,350.67**

CITY OF COLUMBIA
FY 2026 APPROPRIATION AMENDMENT #4
Second Consideration 6/11/26

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	$	304,000.00	Parks - ARC - Salaries

Increase Expenditures

11041900-OC766	$	1,430,650.00	Gen Govt - Tsf to CPF
12743210-OC766	$	219,000.00	SAN - Tsf to CPF

Increase Revenues

31137940	$	1,430,650.00	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-OC937	$	304,000.00	CPF-ARC - Improvement other than Bldgs
31144480-OC942	$	(400,000.00)	CPF-ARC - Machinery/Equipment
31144480-OC937	$	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

Items added for Second Consideration on 6/11/26

7) Budget State Street Aid Paving Amendment for Additional FY 26 Funding

Decrease Expenditures

31143710-OC932	$	540,000.00	State Street Aid - Street Paving

Increase Expenditures

31141900-OC762	$	540,000.00	Transfer to General Fund

Increase Revenues

11037942	$	540,000.00	Transfer from Capital Fund

Increase Revenues

11037110	$	460,000.00	Prior Year Revenue

Increase Expenditures

11041900-OC268	$	1,000,000.00	General Fund - Street Paving

8) Transfer/budget funds for Iron Bridge CO #4

Budget amendment No. 4 - Lytle Creek Bridge Replacement Engineering

Increase Revenues

110-37110	$	16,000.00	Prior Year Revenue

Increase Expenditures

11041900-OC766	$	16,000.00	Tsf to CPF

Increase Revenues

31137940	$	16,000.00	Transfer From General Fund*

Increase Expenditures

311-41850-OC923	$	16,000.00	CPF-Bridge Improv

9) Budget 2025 CDBG

Drainage Improvements at South Main and East 9th Street Intersection

Increase Revenues

110-37110	$	198,841.00	Prior Year Revenue

Increase Expenditures

11041900-OC768	$	198,841.00	Gen Govt - Misc. - Transfer to Grants

Increase Revenues

322-37940	$	198,841.00	Transfer From General Fund

Increase Revenues

322-33199	$	748,016.00	CDBG Grant

Increase Expenditures

322-41925-OC290	$	275,564.00	Grants-CDBG Grant - Drainage
322-41925-OC934	$	671,293.00	Grants-CDBG Grant - Drainage
	$	**946,857.00**	**Total CDBG Grant**

10) Budget retirement contribution

Increase Revenues

110-37110	$	500,000.00	Prior Year Revenue

Increase Expenditures

11041900-OC290	$	500,000.00	Gen Govt - Misc. - Other

11) Budget transfer for Health Plan reserves

Transfer for governmental funds (General and Sanitation)

Increase Revenues

110-37110	$	500,000.00	Prior Year Revenue

Increase Expenditures

110-41900-OC760	$	500,000.00	Gen Govt - Misc. - Transfers

Transfer for enterprise fund (Wastewater Fund)

Increase Revenues

412-37110	$	62,300.00	Prior Year Revenue

Increase Expenditures

412-41900-OC760	$	62,300.00	Gen Govt - Misc. - Transfers

12) Budget increased amount to cover landfill expenditures

Increase Revenues

127-37110	$	214,664.00	Prior Year Revenue

Increase Expenditures

12743210-OC295	$	214,664.00	Sanitation - Admin - Landfill

13) Budget University Drive Paving for Additional FY 26 Funding

Increase Revenues

11037110	$	163,622.00	Prior Year Revenue

Increase Expenditures

11041900-OC268	$	163,622.00	General Fund - Street Paving

14) Budget increase to expenses for General Fund

Increase Revenues

11037110		784,650.00	Prior Year Revenue

Increase Expenditures

11041900-OC142	$	350,000.00	Gen City Admin - Group Insur
11041900-OC269	$	60,000.00	Gen City Admin - M&R Other
11041900-OC498	$	11,000.00	Misc Tornado Expenses
11041900-OC510	$	80,000.00	GenCityAdmin-InsurSuretyBond
11041950-OC112	$	1,000.00	Tourism Enhancement - Overtime
11041954-OC240	$	4,500.00	Tourism - VC - Utilities
11042123-OC112	$	35,000.00	Police - Patrol - Overtime
11042150-OC112	$	15,000.00	Police-SupServ-Overtime

11042150-OC297	$	17,000.00	Police-SupServ-SupplemToE-911
11042220-OC240	$	20,000.00	Fire - Suppress - Utilities
11042220-OC331	$	5,000.00	Fire - Suppress - Fuel
11042230-OC331	$	500.00	Fire - Invest - Fuel
11042260-OC331	$	500.00	Fire-Emer Mgmt - Fuel
11043110-OC240	$	3,500.00	Street-General - Utilities
11043120-OC112	$	21,000.00	Street-Maint - Overtime
11043120-OC331	$	250.00	Street-Maint - Fuel
11043120-OC410	$	2,000.00	Street-Maint-Concre&ClaySupply
11043126-OC269	$	6,900.00	Street-Vehicle M-M&R Other
11043126-OC112	$	10,000.00	Street-Vehicle M-Overtime
11043126-OC331	$	15,000.00	Street-Vehicle M - Fuel
11043126-OC332	$	2,500.00	Street-Vehicle M-M&R&Auto
11043160-OC112	$	3,000.00	Street-TrafficControl-Overtime
11044410-OC112	$	13,000.00	Rec - Admin - Overtime
11044415-OC240	$	45,000.00	Rec-Maint Shop - Utilities
11044412-OC331	$	3,000.00	Rec - Maint Shop - Fuel
11044435-OC211	$	25,000.00	Rec-RecProg-OfficeServExp
11044450-OC240	$	35,000.00	Rec-Ridley Park-Utilities
Total	$	784,650.00	

15) Budget increase to expenses for Sanitation

Increase Revenues

12737110	455,500.00	Prior Year Revenue

Increase Expenditures

12743210-OC112	$	17,000.00	San-Gen-Overtime
12743210-OC240	$	3,500.00	San-Gen-Utilities
12743210-OC290	$	150,000.00	San-Gen - Other Serv & Chargs
12743210-OC295	$	165,000.00	San-Gen-Landfill Charge
12743210-OC510	$	40,000.00	San-Gen- Insur & Surety Bonds
12743220-OC112	$	18,000.00	San - Brush/Trash - Overtime
12743220-OC261	$	2,000.00	San-Brush/Trash-M&R Auto
12743220-OC332	$	35,000.00	San - Brush/Trash - M&R & Auto
12743230-OC331	$	7,000.00	San - Commercial - Fuel
12743235-OC331	$	10,000.00	San - Residential -Fuel
12743235-OC332	$	8,000.00	San - Residential - M&R & Auto
Total	$	455,500.00	

16) Budget increase and transfer funds to Capital

Increase Revenues

11037110	459,775.00	Prior Year Revenue

Increase Expenditures

11041900-OC766	459,775.00	TSFR to CPF

Increase Revenues

31137940	459,775.00	TSFR from General Fund

Increase Expenditures

31141320-OC939	$	1,932.00	Other Improvements
31141900-OC912	$	155,166.00	Site Development
31141950-OC939	$	1,932.00	Other Improvements
31142210-OC920	$	124,084.00	Fire-Admin - Buildings
31142210-OC920	$	55,045.00	Fire-Admin - Buildings
31142210-OC920	$	9,340.00	Fire-Admin - Buildings
31143120-OC939	$	1,932.00	Other Improvements
31143120-OC941	$	1,528.00	Transportation Equip - Vehicle
31144450-OC937	$	108,816.00	Parks & Recreation Facilities
Total	$	459,775.00	

17) Budget increase to expenses for Wastewater

Increase Revenues

41237110	2,542,691.24	Prior Year Revenue

Increase Expenditures

41252212-OC250	$	722.50	Pumping Station - Profes Serv
41252212-OC931	$	38,535.00	PumpingStation-PumpStationProj
41252212-OC932	$	156,466.00	PumpingStation-BearCreekPSProj
41252213-OC146	$	75,000.00	WWTreatPlnt-Work Comp
41252213-OC250	$	6,251.00	WW Treat Plant-Profes Serv
41252213-OC259	$	498,000.00	WW Treat Plant - Admin Fee
41252213-OC293	$	175,000.00	WWTreatPlnt-Billing&Collection
41252213-OC510	$	31,000.00	WWTreatPlant-Insur&SuretyBnd
41252213-OC530	$	27,000.00	WW Treat Plant - Rents
41252213-OC921	$	1,430,216.74	WW Treat Plant - Plant Impr
41252213-OC930	$	74,000.00	WWTreatPlant-ImprovOthrThnBldg
41252235-OC250	$	30,500.00	Professional Services
Total	$	2,542,691.24	

18) Budget increase to expenses and transfers for Grants

Decrease Expenditures

32237110	$	223,217.64	Bridge Improvements

Increase Expenditures

32243110-OC931	$	192,551.99	Land and Easement
32244410-OC920	$	23,650.00	Building & Structures
32243710-OC250	$	7,015.65	Professional Services
Total	$	223,217.64	

19) Budget transfer from CPF to General for unused prior year proceeds

Budget/transfer from CPF to General for unused prior year proceeds from FY 25

Increase Revenues

110-37942	$	1,657,105.51	Prior Year Revenue

Increase Expenditures

11041900-OC800	$	1,657,105.51	Tsf to CPF

Increase Revenues

311-37110	$ 1,657,105.51	Prior Year Revenue

Increase Expenditures

31141900-OC762	$ 1,657,105.51	Transfer to General Fund

FY 2026 Budget Summary - AA#4						
6/11/2026						
		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	$1,992,812	$7,795,419	$10,557,228	$0	$0	$20,345,459
Police	$10,171,754	$2,006,281	$0	$0	$0	$12,178,035
Fire	$9,207,355	$924,581	$0	$0	$0	$10,131,936
Streets & Maintenance	$3,655,471	$876,713	$0	$0	$0	$4,532,184
Development Services	$2,377,861	$465,860	$0	$0	$0	$2,843,721
Parks & Recreation	$3,759,607	$1,320,185	$0	$0	$0	$5,079,792
Total General Fund	$34,104,122	$14,686,268	$10,557,228	$0	$0	$59,347,618
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	$2,066,235	$3,135,241	$729,600	$0	$0	$5,931,076
Debt Service Fund	$0	$0	$0	$0	$1,338,969	$1,338,969
Capital Projects Fund	$0	$500,000	$540,000	$14,657,914	$0	$15,697,914
Grants Fund	$0	$2,061,466	$0	$3,017,065	$0	$5,078,530
Wastewater (Sewer) Fund	$4,416,608	$7,065,936	$62,300	$85,800,274	$7,493,409	$104,838,527
Grand Total	$40,586,965	$29,916,788	$14,215,148	$103,525,252	$8,832,378	$197,076,530

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: PUBLIC HEARING ON ORDINANCE NO. 4586 (RELATES TO ITEM 10.??) - AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2026 ON ALL TAXABLE PROPERTY AT THE RATE OF $.8251 PER $100.00-CITY RECORDER'S OFFICE.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: This Public Hearing is related to Item 10.?? on the Agenda. Proposed Ordinance fixing the tax rate for the City of Columbia for the year 2026 on all property at the rate of $0.8251 per $100.00.

Supporting documentation for the Ordinance has been provided and the required Notice of Public Hearting was published in Main Street Maury on May 6th, 2026.

CERTIFICATION: N/A

ATTACHMENTS: Note page

AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2026 ON ALL TAXABLE PROPERTY AT THE RATE OF $0.6068 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 $0.6068 on each $100.00 of such taxable property for the year 2026 for the following purposes:

General Corporation Purposes	$0.6068

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 the Main Street Maury of Columbia, Tennessee.

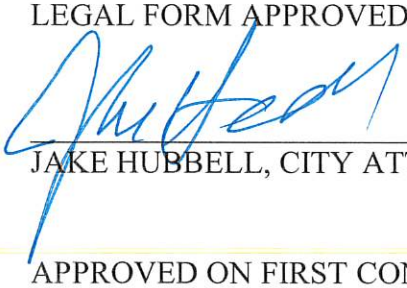
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the _____ day of _____, 2026.

_____
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: PUBLIC HEARING ON ORDINANCE NO. 4587 (AS AMENDED) – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2026 THROUGH JUNE 30, 2027

RECOMMENDATION: Approve Ordinance No. 4587, as amended, on second consideration.

INFORMATION: The proposed ordinance represents the City of Columbia budget for FY 2026-2027. The proposed budget was submitted to the City Council by the City Manager and received at the City Council regular meeting on May 14, 2026 for first consideration.

The total proposed budget is $84,466,601, as outlined in Agenda Item 10.3 and referenced in the final budget message.

A notice of public hearing including FY 2027 proposed along with current year (2026) and last audited year (2025) budgeted figures was published May 6, 2026.

CERTIFICATION: N/A.

ATTACHMENTS: Staff Report, Ordinance No. 4587 as amended; Final Budget Message.

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			$ 49,684,372
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	4,493,973
Total Revenues and Sources	$ 53,634,002	$ 48,400,331	$ 51,444,978
Total Funds Available			$ 101,129,350

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	6,586,484
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	$ 51,444,978
	$ 38,900,059		
Estimated Ending Fund Balance			$ 49,684,372

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	1,499,030	1,712,860	1,583,823
Other	-	-	-
Interest Earnings	29,292	-	8,000
Total Revenues	$ 1,528,321	$ 1,712,860	$ 1,591,823
Total Funds Available			$ 2,959,144
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			$ 1,367,321

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			$ 188,172
Expenditures:			
Drug Enforcement	928	140,000	140,000
Total Expenditures	$ 928	$ 140,000	$ 140,000
Estimated Ending Fund Balance			$ 48,172

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			$ 50,669.0
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			$ 130,669
Street lighting-utilities	75,000	80,000	80,000
Total Expenditures and Other Uses	$ 75,000	$ 80,000	$ 80,000
Estimated Ending Fund Balance			$ 50,669

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			$ 264,759
Revenues:			
Drug Related Fines/Other	19,743	18,000	169,453
Interest Earnings	3,359	2,459	1,600
Total Revenues	$ 23,102	$ 20,459	$ 171,053
Total Funds Available			$ 435,812
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			$ 264,759

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	52,703	6,700	665,085
Transfer from General Fund	-	-	
Interest Earnings	21,129	4,100	12,112
Total Revenues	$ 4,799,898	$ 4,781,300	$ 5,312,397
Total Funds Available			$ 7,240,034
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			$ 1,927,636

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	21,050
Total Revenues and Other Sources	$ 1,409,120	$ 1,338,969	$ 1,346,100
Total Funds Available			$ 1,688,958
Debt Service Expenditures	$ 1,396,688	$ 1,318,969	$ 1,346,100
Estimated Ending Fund Balance			$ 342,858

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:			$ 9,862,317
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
Total Funds Available			$ 14,689,590
Expenditures:			
MIS	255,271	633,143	393,000
City Manager's Office	-	-	-
General Govt	1,836,163		500,000
Tourism	79,178		
Police	764,959	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	5,714,524	2,062,654	205,000
Sanitation	-	362,266	565,000
Other			-
Total Project Appropriations and Other Uses	$ 15,364,597	$ 5,163,573	$ 4,827,273
Estimated Ending Fund Balance			$ 9,862,317

* 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	776,162	-	-
Transfer From Capital Projects Fund	895,063		-
Transfer From Sanitation Fund	-	-	-
Grant proceeds	664,005	1,300,000	-
Other Funding Sources	256	-	762,323
Interest Earnings	-	-	-
Total Revenues and Other Sources	$ 2,335,486	$ 1,300,000	$ 762,323
Total Funds Available			$ 2,113,301
Grant Expenditures	$ 984,508	$ 1,300,000	$ 762,323
Estimated Ending Fund Balance			$ 1,350,978

* 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.

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: _____

June 11, 2026 **2026-2027 FINAL BUDGET MESSAGE**

TO: Mayor and Members of the City Council

I am pleased to transmit the final FY 2027 Annual Budget for the City of Columbia. In compliance with the City Charter and State law, the budget is balanced for all funds. An overview of issues for the coming year was provided in the Budget Transmittal Memo dated April 13, 2026.

Budget sessions were held during the end of April to begin preliminary review of the proposed budget with the City Council prior to formal consideration of the Appropriation and Tax Rate Ordinances. The ordinances were passed on first and second consideration on May 14 and June 11, 2026, respectively. The budget was adopted on June 11, 2026.

Public Hearings for the Tax Rate and Budget Ordinances were held on June 11th. The City Council approved the recommended, certified tax rate on second consideration at the $0.6068 level.

FY 2027 OPERATING BUDGET

The FY 2027 Operating Budget totals $84,466,601 (a summary of the adopted budget is provided in the Budget Summary found in the Supplemental Information tab). The General Fund provides the majority of the day-to-day services for the community and represents approximately $51.4 million, or 60.9%, of the total budget. The General Fund budget reflects a decrease of 2.0% ($1.0 million) compared to the FY 2026 budget as adopted.

Following first consideration at the May 14th Regular City Council Meeting, an item was added for second consideration. A $24,200 (10%) increase for the Maury County Animal Shelter was added to the final FY 2027 budget.

The balance of the City's annual budget incorporates expenditures for the General Fund, Capital Projects Fund, Debt Service Fund, several special revenue funds, and an enterprise fund. Debt payments include approximately $1.3 million for general obligation debt service and $5.4 million for Wastewater (Sewer) Fund debt obligations.

RETIREMENT PLAN FUNDING

The City is committed to annually funding 100% of the Actuarially Determined Contribution (ADC) for the City's traditional pension plan, the plan offered to employees before 2012. The ADC for FY 2027 is $3,736,986, representing an increase of 6.2% compared to FY 2026. The City's share of funding is budgeted within each fund, department and activity within the "143-Retirement" line item. Full-time employees hired on or after July 1, 2012 participate in a 401 defined contribution plan. Funds required to match employees' 4% contributions to the newer 401 plan are budgeted in the same "143-Retirement" line item within each department.

DRAFT

ONGOING PROJECTS

Several multi-year projects are currently underway as highlighted in the Budget Transmittal Memo. Details regarding the City's capital projects may be found in the Capital Improvement Plan and Capital Projects Fund sections within this document.

RECOGNITION AND THANKS

In reviewing the Strategic Plan items that are either in progress or have been accomplished over the past year, the Mayor and City Council are to be commended for identifying the items they felt to be priorities for funding to move our City forward. Staff continues to be excited about the progress that has been made in conjunction with the Strategic Plan and looks forward to making progress on additional items during the coming months.

Special thanks to the personnel in the Finance and City Manager's Office led by Assistant City Manager/CFO Thad Jablonski for the extra time and effort expended to prepare, compile and assemble the many documents used during the budget process and this budget book.

Finally, we express appreciation to those who dedicate their time and energy by serving on the City's boards and those who work to improve quality of life in our City and to responsibly plan for the future.

Respectfully submitted,

Tony Massey
City Manager

DRAFT

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

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

AGENDA ITEM TITLE: PUBLIC HEARING ON ORDINANCE NO. 4591 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 12-108 TO TITLE 12, CHAPTER 1, PERTAINING TO MINIMUM DESIGN STANDARDS FOR FIRE PREVENTION, FIRE PROTECTION, AND BUILDING CONSTRUCTION SAFETY FOR GOVERNMENT-OWNED BUILDINGS - CITYWIDE.

RECOMMENDATION: Conduct the Public Hearing.

INFORMATION: This ordinance will amend Title 12, Chapter 1 of the Municipal Code as it pertains to the required minimum standards for fire prevention, fire protection, and building construction safety for government owned buildings. The amendment will establish the standards adopted by the Tennessee State Fire Marshal's Office as the minimum standards for design and construction for all Federal, State, County and City owned buildings inside the City of Columbia. Establishing the State Fire Marshals adopted codes for government-owned buildings will help to reduce jurisdictional conflicts. This amendment will be effective upon approval of second reading. The required notice of Public Hearing was advertised in Main Street Maury on Wednesday, May 20, 2026.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance 4591 PH Staff Report, Ordinance 4591.

AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 12-108 TO TITLE 12, CHAPTER 1, PERTAINING TO MINIMUM DESIGN STANDARDS FOR FIRE PREVENTION, FIRE PROTECTION, AND BUILDING CONSTRUCTION SAFETY FOR GOVERNMENT OWNED BUILDINGS

BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows:

Section 1: That Title 12, Chapter 1 of the Columbia Municipal Code, pertaining to the building code, is hereby amended by adding section 12-108 as follows:

12-108, Government owned buildings. The standards adopted by the Tennessee State Fire Marshal's Office at the time of permit application will be the minimum standards for fire prevention, fire protection, and building construction safety in the City of Columbia for the design and construction of government owned buildings.

Section 2: 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, fifteen (15) days before said hearing.

Section 3: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4: This Ordinance shall take effect upon approval of second consideration.

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 FOR FIRST CONSIDERATION:

ANTHONY R. MASSEY CITY MANAGER

Passed on 1st consideration: _____

Passed on 2nd consideration: _____

PUBLIC HEARINGS

Item 1. - **PUBLIC HEARING ON ORDINANCE NO. 4589 - AN ORDINANCE TO ADOPT AND RATIFY THE HISTORIC 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**

Mayor Chaz Molder called the Public Hearing to order, pursuant to proper notice having been given. Present were 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. Council Member Carl McCullen was absent.

There being no one present to speak on the public hearing, Council Member McKelvy moved to close the public hearing on Ordinance No. 4589. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 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**

Mayor Chaz Molder called the Public Hearing to order, pursuant to proper notice having been given. Present were 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. Council Member Carl McCullen was absent.

There being no one present to speak on the public hearing, Council Member McKelvy moved to close the public hearing on Ordinance No. 4590. Council Member Marshall seconded the motion.

All Council Members present voted aye.

REGULAR MEETING

CALL TO ORDER/ROLL CALL

Mayor Chaz Molder called the meeting to order, pursuant to proper public notice having been given. Present were Council Member 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. Council Member Carl McCullen was absent.

INVOCATION BY T. LUSK OF ROLLING HILLS CHUCH

PLEDGE OF ALLEGIANCE

Lieutenant Colonel Johnson led the Pledge of Allegiance.

APPROVAL OF AGENDA

Council Member Marshall moved to approve the agenda. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

PRESENTATIONS

Item 5.1. - **PRESENTATION 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.**

Mayor Molder presented certificates to our local Army enlistees and thanked them for their willingness to serve our Country.

Item 5.2. - **RECOGNITION OF MAYOR'S YOUTH COUNCIL.**

Mayor's Molder presented certificates to the members of the Mayor's Youth Council.

Item 5.3. - **PRESENTATION OF A PROCLAMATION TO PREMIER ATHLETICS COLUMBIA'S WOLF PAC - SHADOW COED CHEER SQUAD.**

Mayor Molder presented proclamations to Premier Athletics Columbia's Wolf Pac - Shadow Coed Cheer Squad and their coaches.

Item 5.4. - **PRESENTATION OF A PROCLAMATION IN RECOGNITION OF NATIONAL PUBLIC WORKS WEEK.**

Mayor Molder presented a proclamation to members of the City's Public Works Department and thanked them for their service.

Item 5.5. - **PRESENTATION OF A PROCLAMATION FOR POLICE WEEK.**

Mayor Molder presented members of the Columbia Police Department with a proclamation for Police Week and thanked them for their service.

ORGANIZATIONAL BUSINESS

Item 6.1. - **APPROVE THE MINUTES OF THE APRIL 9, 2026 CITY COUNCIL MEETING**

Council Member McKelvy moved to approve the minutes of the April 9, 2026 City Council Meeting. 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 MARCH 2026 IN THE AMOUNT OF $8,025,927.91**

Item 7.2. - **APPROVE AND AUTHORIZE THE DISPOSAL OF SURPLUS EQUIPMENT**

Item 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**

Item 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**

Item 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**

Item 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**

Item 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**

Item 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**

Item 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**

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

Item 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**

Item 7.12. - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE SETTLEMENT AGREEMENT WITH JNS, LLC WITH NO COST TO THE CITY**

ADMINISTRATION

RESOLUTIONS

Item 9.1. - **RESOLUTION NO. 26-32 – TAX CORRECTIONS**

Council Member Marshall moved to approve Resolution No. 26-32. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

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

Council Member Marshall moved to approve Resolution No. 26-33. Council Member Secrest seconded the motion.

All Council Members present voted aye.

Item 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**

Council Member McKelvy moved to approve Resolution No. 26-34. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 9.4. - **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.)

At 6:06 p.m. Council Member McKelvy moved to go into recess. Council Member Marshall seconded the motion. All Council Members present voted aye.

At 6:07 p.m. Mayor Chaz Molder called the Public Hearing to order for Resolution No. 26-36, pursuant to proper notice having been given. Present were 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. Council Member Carl McCullen was absent.

There being no one present to speak on the Public Hearing, Council Member Marshall moved to close the Public Hearing for Resolution No. 26-36. Council Member Secrest seconded the motion. All members present voted aye with the exception of Council Member Huffman who voted no. The motion to close the Public Hearing passed with a vote of 5-1.

Item 9.5. - **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**

Mayor Chaz Molder called the regular meeting to back to order at 6:08 p.m. pursuant to proper public notice having been given. Present were 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. Council Member Carl McCullen was absent.

Council Member Marshall moved to approve Resolution No. 26-35. Vice Mayor McBroom seconded the motion. All members present voted aye with the exception of Council Member Huffman who voted no. Resolution No. 26-35 passed with a vote of 5-1.

Item 9.6. - **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**

Council Member McKelvy moved to approve Resolution No. 26-36. Council Member Marshall seconded the motion. All members present voted aye with the

exception of Council Member Huffman who voted no. Resolution No. 26-36 passed with a vote of 5-1.

ORDINANCES

Item 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**

Council Member Marshall moved to approve Ordinance No. 4585 on first consideration and establish the date of June 11, 2026 as the date of Public Hearing. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Item 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 Manager Massey advised that the Ordinance would be brought forward to Council as amended on second consideration due to this being a reappraisal year.

Mayor Molder moved to approve Ordinance No. 4586 on first consideration and establish the date of June 11, 2026 as the date of Public Hearing. Vice Mayor McBroom seconded the motion.

All Council Members present voted aye.

Item 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**

City Manager Massey advised this Ordinance will be as amended on second consideration to include an additional ten percent for the Animal Shelter.

Mayor Molder moved to approve Ordinance No. 4587 on first consideration and establish the date of June 11, 2026 as the date of Public Hearing. Vice Mayor McBroom seconded the motion.

All Council Members present voted aye.

Item 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**

Mayor Molder moved to approve Ordinance No. 4588 on first consideration. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

Mayor Molder said he is proud there is an increase to support the employees as it is important for morale and recruitment and he hopes it continues.

Item 10.5. - **1ST CONSIDERATION ON ORDINANCE 4589 - AN ORDINANCE TO ADOPT AND RATIFY THE HISTORIC 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**

Council Member McKelvy moved to approve Ordinance No. 4589 on first consideration. Council Member Marshall seconded the motion.

All Council Members present voted aye.

Item 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**

Council Member Marshall moved to approve Ordinance No. 4590 on first consideration. Council Member McKelvy seconded the motion.

All Council Members present voted aye.

OTHER BUSINESS

City Attorney Hubbell advised at Study Session the City would always allow comments about anything, regardless of if it was on the agenda or not, but at regular meetings, the City had agenda item-only comments. Going forward, the City will have public comments available for the regular meetings as well.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business, Council Member Marshall moved to adjourn the meeting. Council Member McKelvy seconded the motion. All members present voted aye. The meeting adjourned at 06:20 PM.

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 THE RETIREMENT BENEFITS FOR MATTHEW GUTTOWSKY, MAINTENANCE SUPERVISOR IN THE STREETS DEPARTMENT, PRESENTATION OF RETIREMENT PLAQUE BY MAYOR MOLDER.

RECOMMENDATION: Approve.

INFORMATION: Matthew Guttowsky has been an employee of the City of Columbia for 25 years. His effective retirement date is June 11, 2026 with pension payments to begin on July 1, 2026.

CERTIFICATION:

ATTACHMENTS: Staff Report.

CITY OF COLUMBIA

DISBURSEMENTS FOR MONTH ENDING APRIL 30, 2026

FUND	GROSS	TRANSFERS & CD's	PAYROLL TRANSFERS	NET TOTAL
General Fund	3,886,154.44	815,490.60	1,843,537.31	1,227,126.53
Sanitation Fund	384,152.56	57,175.06	99,014.08	227,963.42
Wastewater Fund	3,061,188.03	101,175.31	210,766.32	2,749,246.40
Street & Transportation Fund				-
State Street Aid	54,630.86	-		54,630.86
Drug Fund	36,247.82			36,247.82
Debt Service Fund	-			-
Capital Projects Fund	592,967.82	35,461.92		557,505.90
Sewer Revenue & Tax Bond Issue				-
Sewer Impact Fee #2				-
Insurance Fund	696,547.50	464,219.41		232,328.09
2017 GO Public Imp Bonds				-
2010 GO Bond Issue				-
Cleary Construction Escrow				-
Industrial Development Board	932.36			932.36
Grant Fund	37,319.97	-		37,319.97
	$ 8,750,141.36	$ 1,473,522.30	$ 2,153,317.71	$ 5,123,301.35

206938	04/02/2026	A To Z Office Resource	1,297.50
206939	04/02/2026	ACE HARDWARE	58.60
206940	04/02/2026	AT&T	1,349.75
206941	04/02/2026	Atlantic Pools & Spas	15,844.00
206942	04/02/2026	Atmos Energy	1,060.12
206943	04/02/2026	Blue Cardinal Chemical, LLC	288.42
206944	04/02/2026	BRADLEY ARANT BOULT CUMMINGS	1,135.13
206945	04/02/2026	C & D SAFETY COMPANY	20,732.40
206946	04/02/2026	CARRIE ANN BELL	100.00
206947	04/02/2026	CHARTER COMMUNICATIONS	1,099.00
206948	04/02/2026	CHOICE SCREENING	127.00
206949	04/02/2026	Cintas Corporation #241	538.67
206950	04/02/2026	Columbia Firefighter Assn	397.50
206951	04/02/2026	Columbia Neon Co	4,000.00
206952	04/02/2026	Columbia Oil Company Inc	7,393.22
206953	04/02/2026	COLUMBIA POWER & WATER SYSTEMS	1,480.96
206954	04/02/2026	COLUMBIA POWER & WATER SYSTEMS	2,002.52
206955	04/02/2026	COLUMBIA POWER & WATER SYSTEMS	13,943.61
206956	04/02/2026	COLUMBIA POWER & WATER SYSTEMS	71.18
206957	04/02/2026	COLUMBIA POWER & WATER SYSTEMS	26,452.22
206958	04/02/2026	Copycats Print Services Llc	48.75
206959	04/02/2026	Crawford Electric Supply Co., Inc	106.21
206960	04/02/2026	CRYSTAL CHAPLICK	125.00
206961	04/02/2026	Dell Marketing L P	4,389.02
206962	04/02/2026	Dell Marketing L P	93.57
206963	04/02/2026	Duck River Electric	304.72
206964	04/02/2026	Annette Gerretse	64.67
206965	04/02/2026	Sarah Glover	103.00
206966	04/02/2026	Holston Gases	256.70
206967	04/02/2026	Impressions	430.16
206968	04/02/2026	J & M Supply Solutions	774.22
206969	04/02/2026	Jim's Auto Accessories Inc	154.84
206970	04/02/2026	JOHN E REID AND ASSOCIATES, INC	3,100.00
206971	04/02/2026	KATE FREEMAN	100.00
206972	04/02/2026	KREBS KUBOTA	128.24
206973	04/02/2026	KRISTEN MEYERS	625.00
206974	04/02/2026	LEAH KIRWAN	125.00
206975	04/02/2026	Lee Company	1,600.46
206976	04/02/2026	Line to Line LLC	1,000.00
206977	04/02/2026	MAIN STREET MEDIA OF TN	475.46
206978	04/02/2026	MARGARET KINCAID	50.00
206979	04/02/2026	MARIA CATHARINA VAN DEVENTER	125.00
206980	04/02/2026	Maury Co Circuit Court Clerk	12,200.00
206981	04/02/2026	Maury Co Government	16,143.64
206982	04/02/2026	Maury Co United Way	737.00
206983	04/02/2026	Maury County 911	8,041.17
206984	04/02/2026	MCNEECE SERVICE COMPANY	689.00
206985	04/02/2026	MEGAN FITZGERALD	150.00
206986	04/02/2026	Motorola Solutions Inc	774.40
206987	04/02/2026	Mutual Of Omaha	17,920.04
206988	04/02/2026	Needle And Grain	125.00
206989	04/02/2026	Robert J Young Company LLC	710.52

206990	04/02/2026	Safe Industries	500.00
206991	04/02/2026	SHANNA BLACKMON	200.00
206992	04/02/2026	SONIA M SACHA	250.00
206993	04/02/2026	Southern Computer Warehouse	302.33
206994	04/02/2026	State Of TN Attn: Lily White	537.40
206995	04/02/2026	State Of TN Dept Of Revenue	9.50
206996	04/02/2026	State Systems, LLC	600.00
206997	04/02/2026	T-MOBILE	325.08
206998	04/02/2026	Tennessee One-Call	2,215.40
206999	04/02/2026	Timothy McMeans	141.94
207000	04/02/2026	TN DEPT OF LABOR & WORKFORCE	60.00
207001	04/02/2026	Tn Dept Of Revenue	479.82
207002	04/02/2026	TriStar Elevator LLC	528.00
207003	04/02/2026	Tyler Technologies, Inc	700.00
207004	04/02/2026	UDP MT PLEASANT DISPOSAL LLC	56,795.94
207005	04/02/2026	Verizon Wireless 03	41.97
207006	04/02/2026	Verizon Wireless 10	778.52
207007	04/02/2026	VERIZON WIRELESS 06	1,645.63
207008	04/02/2026	Vulcan Materials Co	320.12
207009	04/02/2026	W W Grainger Inc	462.96
207010	04/02/2026	Water & Waste Equipment Inc	172.97
207011	04/02/2026	Water Management Services LLC	1,327.50
207012	04/02/2026	Waypoint Analytical, LLC	1,843.00
207013	04/09/2026	8X8 INC	5,548.31
207014	04/09/2026	AT&T	51.81
207015	04/09/2026	Auto Trim Design	800.00
207016	04/09/2026	Bassham Excavating Inc	11,500.00
207017	04/09/2026	BEST CLEANERS OF COLUMBIA, LLC	895.53
207018	04/09/2026	Best One Tire	4,396.79
207019	04/09/2026	Break Time Services	108.00
207020	04/09/2026	Chrysler Dodge Jeep Ram of Columbia	40,922.00
207021	04/09/2026	Cintas Corporation #241	1,712.03
207022	04/09/2026	Colonial Life	6,600.72
207023	04/09/2026	Columbia Oil Company Inc	27,909.87
207024	04/09/2026	COLUMBIA POWER & WATER SYSTEMS	51,927.46
207025	04/09/2026	COLUMBIA POWER & WATER SYSTEMS	2,052.72
207026	04/09/2026	COLUMBIA POWER & WATER SYSTEMS	673.05
207027	04/09/2026	COLUMBIA POWER & WATER SYSTEMS	146.10
207028	04/09/2026	COLUMBIA POWER & WATER SYSTEMS	5,821.39
207029	04/09/2026	COLUMBIA POWER & WATER SYSTEMS	168.04
207030	04/09/2026	COLUMBIA POWER & WATER SYSTEMS	5,839.05
207031	04/09/2026	COLUMBIA POWER & WATER SYSTEMS	49,939.56
207032	04/09/2026	COLUMBIA POWER & WATER SYSTEMS	1,232.09
207033	04/09/2026	COLUMBIA POWER & WATER SYSTEMS	1,019.12
207034	04/09/2026	COLUMBIA POWER & WATER SYSTEMS	2,366.83
207035	04/09/2026	COMBINED INSURANCE, A CHUBB COMPANY	860.54
207036	04/09/2026	CPWS - Broadband	1,017.76
207037	04/09/2026	Culleoka Company LLC	420.00
207038	04/09/2026	Dell Marketing L P	1,837.00
207039	04/09/2026	Dixie Diesel Service	3,274.74
207040	04/09/2026	Duck River Electric	3,347.53
207041	04/09/2026	EMCS INC	900.00

207042	04/09/2026	Abbie Sgro	379.98
207043	04/09/2026	FRONTLINE PUBLIC SAFETY SOLUTIONS	3,828.85
207044	04/09/2026	G & C SUPPLY CO INC	2,061.20
207045	04/09/2026	GOLD'S DELI	750.00
207046	04/09/2026	Henderson, Hutcherson & McCullough	2,246.40
207047	04/09/2026	Impressions	278.60
207048	04/09/2026	JJ's Barbeque	1,777.53
207049	04/09/2026	Jones & Lang Sporting Goods	646.00
207050	04/09/2026	Kennedy Broadcasting Company	500.00
207051	04/09/2026	LAMAR COMPANIES	2,000.00
207052	04/09/2026	Lee Company	7,980.00
207053	04/09/2026	MAIN STREET MEDIA OF TN	96.38
207054	04/09/2026	Marshall County Solid Waste and Recycling	3,633.50
207055	04/09/2026	Maury County 911	22,195.47
207056	04/09/2026	Maury Regional Hospital Marshall Medical Ctr	1,720.00
207057	04/09/2026	Motorola Solutions Inc	850.56
207058	04/09/2026	Motorola Solutions Inc	5,588.00
207059	04/09/2026	Needle And Grain	85.00
207060	04/09/2026	Phillips Distributing	1,725.00
207061	04/09/2026	Preventia Security	539.98
207062	04/09/2026	PROCARE PBM	77,280.45
207063	04/09/2026	Public Entity Partners	33,480.53
207064	04/09/2026	REACH TECHNOLOGIES	221.06
207065	04/09/2026	REEVES COMPANY, INC	72.80
207066	04/09/2026	Brightland Homes of Tennessee	14,598.50
207067	04/09/2026	Carla Andonegui	1,200.00
207068	04/09/2026	Dorothy Hartman	800.00
207069	04/09/2026	Servant Fire Protection	246.00
207070	04/09/2026	Sherrill Morgan	9,875.00
207071	04/09/2026	SIKES SERVICES, LLC	2,800.00
207072	04/09/2026	South Central Tennessee Tourism Association	9,500.00
207073	04/09/2026	Southern Computer Warehouse	2,587.63
207074	04/09/2026	Southern Soft Designs	180.00
207075	04/09/2026	SRM Concrete	3,778.00
207076	04/09/2026	State Systems, LLC	236.00
207077	04/09/2026	Stoltz Printing Co	1,240.00
207078	04/09/2026	Sun Life Financial	41,052.30
207079	04/09/2026	Sunbelt Rentals Inc	1,485.85
207080	04/09/2026	THE CEDARSTREAM COMPANY INC	409.00
207081	04/09/2026	THE DAILY HERALD	35.00
207082	04/09/2026	TN DEPT ENV & CONSERVATION	250.00
207083	04/09/2026	TN Dept of Labor & Workforce Dev B&E Unit	60.00
207084	04/09/2026	TN Property Management	14,166.93
207085	04/09/2026	UDP MT PLEASANT DISPOSAL LLC	19,979.23
207086	04/09/2026	Unum Life Insurance Co Of Amer	3,412.40
207087	04/09/2026	VERIZON CONNECT	617.15
207088	04/09/2026	Vulcan Materials Co	1,504.93
207089	04/09/2026	Water Management Services LLC	1,550.00
207090	04/09/2026	Waynes Pest Control	995.00
207091	04/09/2026	Waypoint Analytical, LLC	160.00
207092	04/09/2026	WEIMER BEARING & TRANSMISSION, INC	245.40
207093	04/09/2026	Wells Fargo Financial Leasing, Inc	267.97

207094	04/09/2026	WM CORPORATE SERVICES, INC	40,633.32
207095	04/13/2026	ACE HARDWARE	141.30
207096	04/13/2026	AMER FAMILY LIFE ASSURANCE	40.30
207097	04/13/2026	American Stripers LLC	480.00
207098	04/13/2026	ARIEL TAYLOR	432.00
207099	04/13/2026	AT&T (Fiber Optics)	726.44
207100	04/13/2026	Atmos Energy	1,522.42
207101	04/13/2026	Automation Controls Training & Consulting	1,799.50
207102	04/13/2026	Bassham Excavating Inc	9,500.00
207103	04/13/2026	Best One Tire	513.32
207104	04/13/2026	Bonnie Froehlich	18.98
207105	04/13/2026	BRANDON OWEN	100.00
207106	04/13/2026	BRENDEN PAVLIK	432.00
207107	04/13/2026	C & C Bucket Truck and Tree Service	12,900.00
207108	04/13/2026	Chaz Molder	25.00
207109	04/13/2026	Cintas Corporation #241	3,412.82
207110	04/13/2026	City Of Col Employees Retireme	229,765.46
207111	04/13/2026	City Of Col Tn Retirement	23,151.38
207112	04/13/2026	Columbia Firefighter Assn	397.50
207113	04/13/2026	Columbia Machine Works	2,144.35
207114	04/13/2026	Columbia Oil Company Inc	46,034.91
207115	04/13/2026	COLUMBIA POWER & WATER SYSTEMS	685.60
207116	04/13/2026	COLUMBIA POWER & WATER SYSTEMS	1,600.99
207117	04/13/2026	COMPASS MEDIA LLC	2,000.00
207118	04/13/2026	Copycats Print Services Llc	222.00
207119	04/13/2026	CPWS - Broadband	300.00
207120	04/13/2026	CSL SERVICES, INC	6,250.00
207121	04/13/2026	David's Lock & Key Inc	114.00
207122	04/13/2026	Discount Plumbing & Electric Supply	9.55
207123	04/13/2026	DWR AQUATICS, INC	206,500.00
207124	04/13/2026	Chris White	150.00
207125	04/13/2026	Fleming Sheet Metal Shop	1,200.00
207126	04/13/2026	Daily Herald (Ads)	76.88
207127	04/13/2026	GENE'S MOBILE SERVICE	350.00
207128	04/13/2026	Henderson, Hutcherson & McCullough	932.36
207129	04/13/2026	Hiller Plumbing Heating Cooling and Electrical	8,500.00
207130	04/13/2026	HUNTER GARRETT	432.00
207131	04/13/2026	J & M Supply Solutions	371.72
207132	04/13/2026	Jim's Auto Accessories Inc	225.45
207133	04/13/2026	JONAH HOLLISTER	432.00
207134	04/13/2026	KID'S PLACE	5,000.00
207135	04/13/2026	KREBS KUBOTA	159.54
207136	04/13/2026	LEIA DARK	25.00
207137	04/13/2026	LEIA DARK	86.71
207138	04/13/2026	Liz Bermudez	18.98
207139	04/13/2026	MAIN STREET MEDIA OF TN	276.28
207140	04/13/2026	Maury Co United Way	737.00
207141	04/13/2026	MI Homes	1,693.69
207142	04/13/2026	TIMOTHY W. SCOTT	75.00
207143	04/13/2026	MORTON SALT INC	40,826.33
207144	04/13/2026	Nixon Power Services LLC	1,440.97
207145	04/13/2026	POWER KLEEN CORP	769.07

207146	04/13/2026	PROCARE PBM	58,341.56
207147	04/13/2026	PROLOGIC ITS, LLC	4,068.34
207148	04/13/2026	Clayton Properties Group Inc	2,156.06
207149	04/13/2026	RTA (Regional Transit Authority)	4,889.00
207150	04/13/2026	Sommar Jaynes	18.98
207151	04/13/2026	Southern Computer Warehouse	591.80
207152	04/13/2026	SOUTHERN PIPE & SUPPLY	32.64
207153	04/13/2026	Southern Soft Designs	216.00
207154	04/13/2026	Southern Software Inc	4,857.00
207155	04/13/2026	Stoltz Printing Co	998.50
207156	04/13/2026	Thad Jablonski	59.60
207157	04/13/2026	THE CEDARSTREAM COMPANY INC	2,402.56
207158	04/13/2026	TN DEPT OF LABOR & WORKFORCE	115.00
207159	04/13/2026	Turner & Osborne Tire Co	1,299.63
207160	04/13/2026	TYLER BERRY	432.00
207161	04/13/2026	Uline	652.72
207162	04/13/2026	CFS	149.99
207163	04/13/2026	Wells Fargo Financial Leasing, Inc	279.88
207164	04/13/2026	WILLIAM TOUNGETT	432.00
207165	04/20/2026	ARDURRA GROUP INC	74,000.00
207166	04/20/2026	JUDY - ESCROW	88,014.18
207167	04/20/2026	JUDY CONSTRUCTION COMPANY	1,715,828.84
207168	04/20/2026	AIRDNA, LLC	5,500.00
207169	04/20/2026	ALAN JAY FLEET SALES	45,242.00
207170	04/20/2026	ARDURRA GROUP INC	2,450.00
207171	04/20/2026	Atmos Energy	2,046.38
207172	04/20/2026	BEASLEY'S YARD	1,470.00
207173	04/20/2026	Best One Tire	3,109.92
207174	04/20/2026	C & D SAFETY COMPANY	8,678.16
207175	04/20/2026	CARRIE ANN BELL	125.00
207176	04/20/2026	Cedarchem Llc	11,869.71
207177	04/20/2026	Certified Languages International	126.15
207178	04/20/2026	Cintas Corporation #241	1,810.02
207179	04/20/2026	City of Col Petty Cash	308.00
207180	04/20/2026	CMS Uniforms & Equipment	632.00
207181	04/20/2026	Columbia Oil Company Inc	475.00
207182	04/20/2026	Copycats Print Services Llc	174.25
207183	04/20/2026	CRYSTAL CHAPLICK	125.00
207184	04/20/2026	Culleoka Company LLC	795.00
207185	04/20/2026	Chris Cummins	195.00
207186	04/20/2026	Jamie Beard	25.00
207187	04/20/2026	VOID-VOID-VOID	0.00
207188	04/20/2026	GATEWAY BOBCAT, LLC	664.99
207189	04/20/2026	Gresham Smith & Partners	10,869.97
207190	04/20/2026	Impressions	370.00
207191	04/20/2026	J R Wauford & Co Cons Eng, Inc	45,000.00
207192	04/20/2026	KATE FREEMAN	75.00
207193	04/20/2026	KREBS KUBOTA	31.96
207194	04/20/2026	KRISTEN MEYERS	525.00
207195	04/20/2026	LAMAR COMPANIES	2,000.00
207196	04/20/2026	LEAH KIRWAN	125.00
207197	04/20/2026	Lee Company	2,488.71

207198	04/20/2026	Lynch Equipment Sales	56.00
207199	04/20/2026	MARGARET KINCAID	50.00
207200	04/20/2026	MARIA CATHARINA VAN DEVENTER	125.00
207201	04/20/2026	Maury Co Government	17,151.91
207202	04/20/2026	MAURY REGIONAL MEDICAL CENTER	30.00
207203	04/20/2026	Maury Regional Hospital Marshall Medical Ctr	10,812.00
207204	04/20/2026	Maury Regional Medical Group	810.00
207205	04/20/2026	MEGAN FITZGERALD	125.00
207206	04/20/2026	Mid South Recreation	3,495.00
207207	04/20/2026	Nixon Power Services LLC	862.50
207208	04/20/2026	Novatech Inc	276.33
207209	04/20/2026	O'Reilly Auto Parts	33.56
207210	04/20/2026	TINA BROOKS	15.00
207211	04/20/2026	Robert J Young Company LLC	225.84
207212	04/20/2026	Rogers Group Inc	160.83
207213	04/20/2026	SHANNA BLACKMON	225.00
207214	04/20/2026	SIKES SERVICES, LLC	25,250.00
207215	04/20/2026	SONIA M SACHA	275.00
207216	04/20/2026	Southern Duplicating of Middle Tennessee	531.23
207217	04/20/2026	Southern Sales Co	6,980.64
207218	04/20/2026	State Systems, LLC	75.00
207219	04/20/2026	TARA SMITH	18.98
207220	04/20/2026	TN DEPT OF LABOR & WORKFORCE D	297.74
207221	04/20/2026	TN DEPT OF LABOR & WORKFORCE	175.00
207222	04/20/2026	UDP MT PLEASANT DISPOSAL LLC	37,903.01
207223	04/20/2026	VERIZON WIRELESS 00028	186.45
207224	04/20/2026	Verizon Wireless 07	1,714.95
207225	04/20/2026	Verizon Wireless 09	88.90
207226	04/20/2026	Visual Media Co LLC	600.00
207227	04/20/2026	Volunteer Paving LLC	269.70
207228	04/20/2026	Vulcan Materials Co	3,106.81
207229	04/23/2026	AIR BURNERS, INC	213,862.53
207230	04/23/2026	Airgas USA, LLC	179.31
207231	04/23/2026	Atlantic Pools & Spas	600.00
207232	04/23/2026	Atmos Energy	761.37
207233	04/23/2026	Best One Tire	1,893.92
207234	04/23/2026	BLUEBIRD CONSTRUCTION LLC	10,000.00
207235	04/23/2026	Break Time Services	90.00
207236	04/23/2026	Cintas Corporation #241	762.71
207237	04/23/2026	Columbia Neon Co	1,000.00
207238	04/23/2026	Columbia Oil Company Inc	41,288.32
207239	04/23/2026	COLUMBIA POWER & WATER SYSTEMS	17,616.45
207240	04/23/2026	COLUMBIA POWER & WATER SYSTEMS	943.39
207241	04/23/2026	COLUMBIA POWER & WATER SYSTEMS	1,010.97
207242	04/23/2026	COLUMBIA POWER & WATER SYSTEMS	2,248.11
207243	04/23/2026	COLUMBIA POWER & WATER SYSTEMS	1,504.14
207244	04/23/2026	COLUMBIA POWER & WATER SYSTEMS	2,200.30
207245	04/23/2026	COLUMBIA POWER & WATER SYSTEMS	734.22
207246	04/23/2026	COLUMBIA POWER & WATER SYSTEMS	1,598.27
207247	04/23/2026	Dixie Diesel Service	552.20
207248	04/23/2026	Duck River Electric	515.12
207249	04/23/2026	Makenna McGowan	25.00

207250	04/23/2026	Robert Archibald	25.00
207251	04/23/2026	Tyler Lancaster	25.00
207252	04/23/2026	Firstnet Services Provided By AT&T Mobility	374.98
207253	04/23/2026	FIVE STAR BREAKTIME SOLUTIONS	249.95
207254	04/23/2026	Hiller Plumbing Heating Cooling and Electrical	429.80
207255	04/23/2026	HURST-ROSCHE, INC	1,780.00
207256	04/23/2026	Impressions	1,691.93
207257	04/23/2026	Jones & Lang Sporting Goods	810.00
207258	04/23/2026	Kimley-Horn & Associates, Inc	14,250.00
207259	04/23/2026	Leaf Capital Funding LLC	668.26
207260	04/23/2026	LEIA DARK	129.05
207261	04/23/2026	Local Government Corporation	1,200.00
207262	04/23/2026	Mail Call	3,521.56
207263	04/23/2026	MAIN STREET MEDIA OF TN	179.90
207264	04/23/2026	MAURY COUNTY CIRCUIT COURT	304.50
207265	04/23/2026	Melissa Sanders	18.98
207266	04/23/2026	D Nickell Company LLC	9,650.00
207267	04/23/2026	PROCARE PBM	34,906.78
207268	04/23/2026	Rogers Group Inc	323.85
207269	04/23/2026	SELF SERVICE, LLC	785.00
207270	04/23/2026	Share Corp	444.81
207271	04/23/2026	SRM Concrete	1,330.00
207272	04/23/2026	State Systems, LLC	1,849.00
207273	04/23/2026	T-MOBILE	21.00
207274	04/23/2026	Tony Massey	53.10
207275	04/23/2026	UDP MT PLEASANT DISPOSAL LLC	726.61
207276	04/23/2026	Unum Life Insurance Co Of Amer	3,425.40
207277	04/23/2026	Verizon	3,706.76
207278	04/23/2026	Verizon Wireless 01	219.75
207279	04/23/2026	Verizon Wireless 03	41.97
207280	04/23/2026	Verizon Wireless 04	4,604.06
207281	04/23/2026	Verizon Wireless 10	798.79
207282	04/23/2026	VERIZON WIRELESS 06	2,008.80
207283	04/23/2026	Vulcan Materials Co	640.59
207284	04/23/2026	Wilson County Motors	34,750.60
207285	04/30/2026	8X8 INC	67.55
207286	04/30/2026	ACE HARDWARE	189.89
207287	04/30/2026	APRIL BRYS	322.00
207288	04/30/2026	AT&T	1,349.75
207289	04/30/2026	Atmos Energy	3,956.94
207290	04/30/2026	Best One Tire	8,462.11
207291	04/30/2026	Better Business Solutions	272.25
207292	04/30/2026	BRIGHT SIDE CONSULTING	4,000.00
207293	04/30/2026	CARRIE ANN BELL	150.00
207294	04/30/2026	CHARTER COMMUNICATIONS	1,099.00
207295	04/30/2026	Chrysler Dodge Jeep Ram of Columbia	172.31
207296	04/30/2026	Cintas Corporation #241	853.65
207297	04/30/2026	City Of Col Employees Retireme	245,655.81
207298	04/30/2026	City of Col Petty Cash	64.00
207299	04/30/2026	City Of Col Tn Retirement	24,752.50
207300	04/30/2026	Columbia Firefighter Assn	382.50
207301	04/30/2026	Columbia Oil Company Inc	15,706.13

207302	04/30/2026	COLUMBIA POWER & WATER SYSTEMS	1,292.57
207303	04/30/2026	COLUMBIA POWER & WATER SYSTEMS	64.82
207304	04/30/2026	Copycats Print Services Llc	19.80
207305	04/30/2026	CRYSTAL CHAPLICK	200.00
207306	04/30/2026	CUMBERLAND ESCROW - BEAR CREEK	23,013.37
207307	04/30/2026	CUMBERLAND VALLEY CONSTRUCTORS, INC	437,253.94
207308	04/30/2026	Dixie Diesel Service	117.06
207309	04/30/2026	Duck River Electric	283.39
207310	04/30/2026	Chris Cummins	335.00
207311	04/30/2026	Fernwood Garden Center, LLC	50.00
207312	04/30/2026	Firstnet Services Provided By AT&T Mobility	2,282.43
207313	04/30/2026	G & C SUPPLY CO INC	1,440.00
207314	04/30/2026	Impressions	121.17
207315	04/30/2026	J & M Supply Solutions	840.12
207316	04/30/2026	Jim's Auto Accessories Inc	271.86
207317	04/30/2026	JOHN DALE ALDEN, III, PHD	250.00
207318	04/30/2026	KATE FREEMAN	100.00
207319	04/30/2026	KELLI JOHNSON	156.85
207320	04/30/2026	KRISTEN MEYERS	550.00
207321	04/30/2026	LEAH KIRWAN	125.00
207322	04/30/2026	Mack Emmitt	185.87
207323	04/30/2026	MAIN STREET MEDIA OF TN	660.06
207324	04/30/2026	MARGARET KINCAID	50.00
207325	04/30/2026	MARIA CATHARINA VAN DEVENTER	150.00
207326	04/30/2026	Maury Co United Way	737.00
207327	04/30/2026	Maury County 911	8,041.17
207328	04/30/2026	Maury County Equipment	161.21
207329	04/30/2026	MEGAN FITZGERALD	150.00
207330	04/30/2026	Michael Brown	322.00
207331	04/30/2026	MissionSquare Retirement	250.00
207332	04/30/2026	MSD Environmental Services, Inc	13,500.00
207333	04/30/2026	Mutual Of Omaha	17,886.35
207334	04/30/2026	Nixon Power Services LLC	3,049.00
207335	04/30/2026	Office Warehouse LLC	38.00
207336	04/30/2026	OnCell Systems, Inc	2,295.00
207337	04/30/2026	Robert J Young Company LLC	431.43
207338	04/30/2026	SELF SERVICE, LLC	250.00
207339	04/30/2026	Servant Fire Protection	676.50
207340	04/30/2026	SHANNA BLACKMON	125.00
207341	04/30/2026	SHERMAN FAMILY WOODWORKS	60.00
207342	04/30/2026	SONIA M SACHA	250.00
207343	04/30/2026	SOUTHERN PIPE & SUPPLY	96.09
207344	04/30/2026	Southern Sales Co	2,679.10
207345	04/30/2026	SRM Concrete	1,352.50
207346	04/30/2026	State Systems, LLC	2,200.00
207347	04/30/2026	Summit Uniforms	201.80
207348	04/30/2026	THE CEDARSTREAM COMPANY INC	259.51
207349	04/30/2026	The Marbet Company	10,750.00
207350	04/30/2026	Tyler Technologies, Inc	2,625.00
207351	04/30/2026	UDP MT PLEASANT DISPOSAL LLC	366.15
207352	04/30/2026	CFS	10.99
207353	04/30/2026	Volunteer Paving LLC	154.76

POOLED CASH CHECK LISTING

207354	04/30/2026	Vulcan Materials Co	851.68
207355	04/30/2026	Wells Fargo Financial Leasing, Inc	415.00
207356	04/30/2026	WM CORPORATE SERVICES, INC	27,264.85
207357	04/30/2026	Zachary E Garner	322.00
207358	04/30/2026	Break Time Services	144.00
207359	04/30/2026	Nick Brown	195.00

GENERAL

Total Purchase Cards:	$	169,952.16
Total Payroll Transfers:	$	1,843,537.31
Total Misc. Transfers:	$	815,490.60
Total Checks:	$	1,057,174.37
Total:	$	3,886,154.44

STATE STREET AID

Total Purchase Cards:	$	-
Total Misc. Transfers:	$	-
Total Checks:	$	54,630.86
Total:	$	54,630.86

SANITATION

Total Purchase Cards:	$	-
Total Payroll Transfers:	$	99,014.08
Total Misc. Transfers:	$	57,175.06
Total Checks:	$	227,963.42
Total:	$	384,152.56

WASTEWATER

Total Purchase Cards:	$	-
Total Payroll Transfers:	$	210,766.32
Total Misc. Transfers:	$	101,175.31
Total Checks:	$	2,749,246.40
Total:	$	3,061,188.03

DRUG

Total Purchase Cards:	$	-
Total Checks:	$	36,247.82
Total:	$	36,247.82

INSURANCE

Total Misc. Transfers:	$	464,219.41
Total Checks:	$	232,328.09
Total:	$	696,547.50

CAPITAL PROJECTS

Total Purchase Cards:	$	-
Total Misc. Transfers:	$	35,461.92
Total Checks:	$	557,505.90
Total:	$	592,967.82

GRANT

Total Purchase Cards:	$	-
Total Misc. Transfers:	$	-
Total Checks:	$	37,319.97
Total:	$	37,319.97

IDB

Total Purchase Cards:	$	-
Total Misc. Transfers:	$	-
Total Checks:	$	932.36
Total:	$	932.36

Surplus Listing for Council Agenda 6/11/2026

Inv Id	Description	Serial#	Department
3978	2002 Pierce Dash 75' Quint	4P1CT02542A002566	Fire
3979	Laptop/Screen Extender Teamgee		MIS
3980	Dell Tablet 3390	5JPNWN2	MIS
3981	Dell Laptop Inspiron 13 7378	7L864C2	MIS
3982	Dell Monitor P2219H	HYHJBF3	MIS
3983	Dell Monitor P2219H	BRJJBF3	MIS
3984	Cisco ATA 186	FCH143386K4/FCH1124	MIS
3985	Dell Tablet Lattitude	BKWGN52	MIS
3986	Dell Monitor P22222H	9DDPPS3	MIS
3987	Dell Monitor P22222H	D6C99S3	MIS
3988	Scientific Atlanta Modulator 6330		MIS
3989	Mice & Keyboards		MIS
3990	Dell Laptop Latitude 3310 2 in 1	D4K2SG3	MIS
3991	Dell Laptop Latitude 3310 2 in 1	F5K2SG3	MIS
3992	Dell Desktop Optiplex 7090	56YY2L3	MIS
3993	Dell Monitor P2219H	B7KJBF3	MIS
3994	Dell Monitor P2219H	96JJBF3	MIS
3995	Dell Desktop Optiplex 7090	15VY2L3	MIS
3996	Dell Monitor P2219H	5KKJBF3	MIS
3997	Dell Monitor P2219H	B0JJBF3	MIS
3998	Dell RUGGED Laptop Rugged Extreme		MIS
3999	Dell Laptop Latitude 3390	CF0RLW2	MIS
4000	Dell Laptop Latitude 3310 2 in 1	FZTFN91	MIS
4001	Dell Laptop Latitude 3310 2 in 1	86K2SG3	MIS
4002	Dell Laptop Latitude 3310 2 in 1	6WQYPG3	MIS
4003	Dell Laptop Inspiron 13 7378	8L864C2	MIS
4004	Dell Desktop Optiplex 7090	789NV03	MIS
4005	Dell Laptop Latitude 3310 2 in 1	1CK2SG3	MIS
4006	Dell Desktop Micro Optiplex 7000	93NY2Q3	MIS
4007	Dell Desktop Optiplex	64VY2L3	MIS

4008	Dell Desktop OptiPlex 7070	BGQ6223	MIS
4009	Dell Desktop OptiPlex 7070	BGR1Z23	MIS
4010	Dell Laptop Latitude 3310	DSK25G3	MIS
4011	Dell Dock Dell WD195	8WN0KJ3	MIS
4012	Dell Monitor P2219H	GX1YT23	MIS
4013	Dell Desktop OptiPlex 7070	BGT0Z23	MIS
4014	Dell Desktop OptiPlex 7070	BGT5Z23	MIS
4015	Dell Desktop Optiplex 7070	BGS3Z23	MIS
4016	Dell Monitor P2219H	9CJJD93	MIS
4017	Dell Desktop OptiPlex 7070	BGV3Z23	MIS
4018	Dell Desktop OptiPlex 7070	7BBFVD3	MIS
4019	Dell Monitor P2219H	31JJBF3	MIS
4020	Dell Monitor P2219H	62LJBF3	MIS
4021	Dell Desktop OptiPlex 7070	35VY2L3	MIS
4022	Dell Laptop Inspiron P696001	032T0A00	MIS
4023	Dell Optiplex 7070	BGQ1Z23	MIS
4024	Macbook 16.1	C02C7A9LMD6R	MIS
4025	Dell Desktop Optiplex 7070	BGT3Z23	MIS
4026	Dell Desktop Optiplex 7070	BG53Z23	MIS
4027	10 Latitude Rugged 7220 Extreme Tables/6 Rugged keyboads/3 power cords		MIS
4028	Dell Laptop Latitude 3310 2 in 1	90MHPT2	MIS
4029	Dell Laptop Latitude 3310 2 in 1	850RLW2	MIS
4030	Dell Dock K17A001	CN-05FDDV-CMC00-85P	MIS
4031	Dell Dock D10000	CN-0JCJWD-BLK00-7A9-4	MIS
4032	Dell Monitor P2217H	8DLJBF3	MIS
4033	Dell Monitor P2217H	3KQD9J2	MIS
4034	Dell Monitor P2217H	4KQ09J2	MIS
4035	Dell Monitor P2217H	GN4NBF3	MIS
4036	Dell Monitor P2217H	9DLJBF3	MIS
4037	Dell Monitor P2217H	9VZMS82	MIS
4038	Dell Monitor P2217H	3HRDJ2	MIS
4039	Dell Desktop OptiPlex 7070	BGTZY23	MIS
4040	Dell Desktop OptiPlex 7070	BGQYY23	MIS

4041	Dell Monitor P2217H	GDZMS82	MIS
4042	Dell Monitor P2219H	BTJJBF3	MIS
4043	Dell Monitor P2219H	BYJJBF3	MIS
4044	Dell Monitor	CN-0W4XCG-74445-161-	MIS
4045	Dell Monitor P2217H	JCRD9J2	MIS
4046	Dell Monitor P2217H	H6HJBF3	MIS
4047	Dell Monitor P2217H	BCRD9J2	MIS
4048	Dell Monitor P2217H	J7NNS82	MIS
4049	SMC Switch SMC6524-Smart	T153735152	MIS
4050	Linksys Switch EF2524,V2	R69022500332	MIS
4051	Mokerlink Switch POE-F242G	20220403076	MIS
4052	Cisco Switch Cisco Catalyst 3560-CX	F0C2138V6GG	MIS
4053	HP Switch HP Procurve 1810G-24	CN0352G6V9	MIS
4054	Cisco Camera Sisco VT Camera II	LGS103106FF	MIS
4055	Cisco Firewall Cisco ASA SS0S Series	JMX1124Z3CV	MIS
4056	Remote Control Toshiba SE-R0265		MIS
4057	Toshiba DVD Video Recorder DR430KV	B42S36574V6300	MIS
4058	Stero Generator CSG60 BTSC	7SV710097	MIS
4059	Dell Sonic Firewall Sonicwall 9200	C0EAE4FBE072	MIS
4060	Dell Sonic Firewall Sonicwall 9200	C0EAE4BFE04B	MIS
4061	Various Cabling		MIS
4062	Various Dell Docks		MIS
4063	Box of Keyboards and Mice		MIS
4064	Various Server Rack		MIS
4065	Computer Security Cage		MIS
4066	Paper Shredder		MIS
4067	Dell Monitor U4370Q	HW2RV83	MIS
4068	Various Apple Products		MIS
4069	HP Modular Switch Procurve 4000	J4121A	MIS
4070	AVOCENT SV240 D 4 Port Switch	4F171815236	MIS
4071	2 Bags		MIS
4072	Brother Printer MFC-7420		MIS
4073	Box of Misc ArcGIS software		MIS

4074	Box of Misc Keyboards		MIS
4075	4 boxes of Misc computer equipment		MIS
4076	Dell Monitor P2219H	1V96063	MIS
4077	HP Monitor W2338H	LNC90619F5	MIS
4078	Dell Monitor E2210HC	CN-0H265R-64180-973-(	MIS
4079	Cables and Soundbars		MIS
4080	7 Boxes of Dell Keyboards and Mice		MIS
4081	26 Antennas Dell 066YPH		MIS
4082	Dell Monitor U3129Q	4C17XV2	MIS
4083	Dell Monitor U3129Q	951YXV2	MIS
4084	MP-112VOIP Gateway	D12604559	MIS
4085	MP-112VOIP Gateway	D12601666	MIS
4086	MP-112VOIP Gateway	D12604557	MIS
4087	MP-112VOIP Gateway	D1260185	MIS
4088	Battery BVN900M1	OB2127PO4851	MIS
4089	Battery BN650M1 APC	4B17O98O6671	MIS
4090	Dell Docking Station D3100	CN-036M9K-25960-699-4	MIS
4091	Dell Optiplex 7070	BGV2Z23	MIS
4092	Dell Latitude 7220	9JTLVX2	MIS
4093	Dell Latitude 3390	7F0RLW2	MIS
4094	Dell Latitude 3390	4JPNWNZ	MIS
4095	Dell Optiplex 7070	BGSXY23	MIS
4096	Dell Optiplex 7070	BGRZY23	MIS
4097	Dell Monitor P2219H	37PKD93	MIS
4098	Dell Monitor P2219H	DF7KD93	MIS
4099	Dell Monitor P2217H	2HRD9J2	MIS
4100	Aerohive Networks WAP AP250	2501904240095	MIS
4101	Aerohive Wireless Access Point AP1130	11301711140482	MIS
4102	Aerohive Wireless Access Point AP1130	11301709270181	MIS
4103	Aerohive Wireless Access Point AP1130	11301711140410	MIS
4104	Aerohive Wireless Access Point AP1130	11301907050008	MIS
4105	Aerohive Wireless Access Point AP130	1301905210677	MIS
4106	Aerohive Wireless Access Point AP250	2501904240145	MIS

4107	Aerohive Wireless Access Point AP250	2501904240197	MIS
4108	Aerohive Wireless Access Point AP250	2501903160194	MIS
4109	iPhone 11	DX3D9321N72Q	MIS
4110	iPhone 11	DX3D9GB8N72Q	MIS
4111	Samsung Tablet SM-T580	R52K10F7A1X	MIS
4112	Samsung Tablet SM-T580	R52K512DB8X	MIS
4113	iPad Pro 12.9 5th Gen	N9DQ4GKX6P	MIS
4114	Dell 45.0W Power Adapter (Laptop Charger)		MIS
4115	iPhone 11	FG2GR4BZN72J	MIS
4116	Office Chair		MIS
4117	Samsung Tablet SM-T580	R52K512DYRE	MIS
4118	Dell Dock WD15	CN-0M55GJ-DES00-182-	MIS
4119	Dell Desktop OptiPlex 7071	G76ZY23	MIS
4120	Dell Desktop OptiPlex 7071	G770Z23	MIS
4121	Dell Desktop OptiPlex 7071	FF5YS13	MIS
4122	Dell Desktop OptiPlex 7071	BGR4Z23	MIS
4123	Dell Desktop OptiPlex 7071	C70H853	MIS
4124	Dell Monitor P2217H	HGRD9J2	MIS
4125	Dell Desktop OptiPlex 7060	9G5Y0Q2	MIS
4126	Dell Desktop OptiPlex 7040	3DSVSD2	MIS
4127	Dell Desktop OptiPlex 7070	4DX3T13	MIS
4128	Dell Desktop OptiPlex 7070	BGR0Z23	MIS
4129	Dell Laptop Latitude 3390 2 in 1	6F0RLW2	MIS
4130	Dell Laptop Latitude 3390 2 in 1	BF0RLW2	MIS
4131	Dell Desktop OptiPlex 7070	BGT2Z23	MIS
4132	Dell Desktop OptiPlex 7070	BGTYY23	MIS
4133	Dell Desktop OptiPlex 7070	BGTXY23	MIS
4134	Dell Monitor P2719H	DM3VW13	MIS
4135	Dell Monitor P2719H	CM3VW13	MIS
4136	AudioCodes MP-112		MIS
4137	Dell Monitor P2217H	1HRD9J2	MIS
4138	Dell Monitor P2217H	GLQD9J2	MIS
4139	Dell Laptop Latitude 3390 2 in 1	9TNPYZ2	MIS

4140	Dell Laptop Latitude 3390 2 in 1	C9NNWN2	MIS
4141	Dell Desktop OptiPlex 7070	4NDGSZ2	MIS
4142	Dell Desktop OptiPlex 7070	4NDHSZ2	MIS
4143	Dell Desktop OptiPlex 7070	BGS4Z23	MIS
4144	Dell Desktop OptiPlex 7070	BGQ3Z23	MIS
4145	Dell Desktop OptiPlex 7070	BGV1Z23	MIS
4146	Dell Desktop OptiPlex 7070	BGQ2Z23	MIS
4147	Dell Desktop OptiPlex 7070	BGV6Z23	MIS
4148	Dell Monitor S3222HN	16TFQD	MIS
4149	Dell Monitor P2219H	FQTZD03	MIS
4150	Dell Monitor P2219H	FMVZD03	MIS
4151	Dell Desktop OptiPlex 7070	BGSYY23	MIS
4152	Dell Desktop OptiPlex 7070	BGRXY23	MIS
4153	Dell Laptop Latitude 3390 2 in 1	2F0RLW2	MIS
4154	Dell Laptop Latitude 3390 2 in 1	DF0RLW2	MIS
4155	Dell Desktop OptiPlex 7070	BGR2Z23	MIS
4156	Dell Desktop OptiPlex 7070	BGQZY23	MIS
4157	Dell Desktop OptiPlex 7070	BGT6Z23	MIS

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 THE CITY OF COLUMBIA'S STOP LOSS GROUP MEDICAL INSURANCE PREMIUM WITH SUN LIFE FINANCIAL WITH AN INDIVIDUAL SPECIFIC DEDUCTIBLE OF $150,000 AND AN AGGREGATING SPECIFIC DEDUCTIBLE OF $125,000 EFFECTIVE JULY 1, 2026 AND AUTHORIZE THE MAYOR TO SIGN ANY NECESSARY DOCUMENTS

RECOMMENDATION: Approve.

INFORMATION: To ensure we are receiving the most competitive rates and the best possible service for our eligible employees; Sherrill Morgan does a request for proposals for stop loss coverage. This plan year our health plan experienced higher claimants than in the previous plan year. The renewal rates for the year beginning July 1, 2026 have a slight increase of 3.7% over the current year by Sun Life.

Sun Life continues to guarantee against any of our employees being subject to an individual laser and that we will not receive an increase above 50%. With this guarantee, the decision was made to stay with Sun Life for the stop loss.

BlueCross BlueShield of Tennessee has a small increase of $0.11 per month per employee on our administrative fees as this new rate also includes Teladoc; for the 26-27 plan year they will be $55.86 per employee per month. The administrative fee for dental remained at the same rate of $4.46 per employee per month.

In an effort to improve employee awareness of their current health condition(s), the City will continue the tobacco and HRA/biometric requirements. These requirements do not apply to those employees who are not on the group medical plan and receive the "in lieu of insurance" amount of $1,700 annually.

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

ATTACHMENTS: 1 Staff Report for Sun Life, 2 Unsigned Sun Life Proposal, 3 Rate Sheet Medical ,4 Rate Sheet Dental

Renewal options

To accept the renewal proposal, please do the following:

- At the bottom of this page, **select a renewal option and sign where indicated.**
- Email, fax, or mail this page to me by June 1, 2026, in order to avoid a lapse in coverage.
- Please Note: Your signature constitutes your acceptance of the terms, conditions assumptions and contingencies set forth within all pages of this proposal.

Policyholder name:	City of Columbia	Account number:	913256
Policyholder Address:	700 N Garden St Columbia, TN 38401	Renewal status:	Firm
		TPA Name:	BLUE CROSS/BLUE SHIELD OF TN
Situs State:	TN	PPO Name:	BCBS Tenn-Chatt/Memphis
Renewal Eff. Date:	July 1, 2026	Firm through date:	6/5/2026

Current and renewal rate summary

Tier	Employees
Single	242
Family	198
Total	**440**

Specific Stop-Loss policy details and renewal options

Plan thresholds	Current	Renewal option 1	Renewal option 2	Renewal option 3
Individual Specific deductible	$150,000	$150,000	$165,000	$175,000
Aggregating Specific deductible	$125,000	$125,000	$125,000	$125,000
Annual maximum	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime maximum	Unlimited	Unlimited	Unlimited	Unlimited
Claims basis	PAID	PAID	PAID	PAID
Benefits covered	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Single	$62.11	$64.42	$59.42	$54.85
Family	$132.05	$136.96	$126.33	$116.61
Total monthly premium	**$41,176.52**	**$42,707.72**	**$39,392.98**	**$36,362.48**
Renewal rate action as a % increase to current monthly premium		3.7%	-4.3%	-11.7%

Total estimated annual plan costs

Total costs	Current	Renewal option 1	Renewal option 2	Renewal option 3
Total annual premium	$494,118.24	$512,492.64	$472,715.76	$436,349.76
Total estimated self-funded plan costs	**$494,118.24**	**$512,492.64**	**$472,715.76**	**$436,349.76**
Renewal rate action as a % increase to total estimated annual plan cost.		3.7%	-4.3%	-11.7%

Select renewal option	✓		

Please indicate the renewal option you have selected by initialing one of the three boxes above. The premium rates agreed upon as part of the renewal will be effective on the Policy Renewal Effective Date. Your signature on the renewal proposal constitutes your acceptance of the terms, conditions, assumptions and contingencies set forth in it.

Please acknowledge your acceptance of the renewal proposal, which includes all pages of the proposal, by signing below and returning the signed page to Joel Albright.

Policyholder Signature:_____ Date:_____

Printed Name:_____ Printed Title:_____

Attested By:

Thad H. Jablonski, City Recorder

Approved as to Legal Form:

Jake Hubbell, City Attorney

Renewal options, continued

May 5, 2026

Policyholder name: City of Columbia
Account number: 913256
Renewal status: Firm
Renewal Eff. Date: July 1, 2026

Specific Stop-Loss coverage

The following options and programs are included in your policy:

- **Expert Cancer Review:**
  For covered members with a cancer diagnosis or ongoing cancer treatment, we provide access to a written second opinion service from leading oncology specialists at Sun Life's expense.
- **No New Laser Gene Therapy Enhancement:**
  With this enhancement, we will not add a new laser, modify or increase the amount of an existing laser that was previously set for another treatment or condition, directly related to the cost of a gene therapy drug. We will continue to employ strategies to mitigate the impact of high-cost gene therapy claims, ensuring renewal stability.
  A gene therapy drug is a prescribed treatment that modifies a person's genes to treat or cure disease. Gene therapy drugs must be designated as a gene therapy and FDA approved.
  Existing individual Specific Benefit Deductibles applied to a specific Covered Person due to the member's underlying condition or other reasons will apply.
  View our Notice of Enhanced Business Practice here.
- **No New Lasers at Renewal option with Renewal Rate Cap of 50%**
  This option prevents new lasers from being added to the new policy if it renews. The rate cap applies to Specific Benefit rates and the Aggregating Specific deductible (if applicable), and it assumes there are no material changes to the underlying plan, the Sun Life Stop-Loss policy, or the covered group.
- **Advance Funding option**
  This option enhances the cash flow of your self-funded plan by advancing the stop-loss funds to you or your administrator up front, before you pay the provider.
- **Retiree coverage**
- **Rx Standard Service**
  With this service, once your prescription-drug claims reporting is received, Sun Life will combine the prescription-drug claims data with any medical claims data we have received at an individual-covered-person level to determine total eligible expenses. Based upon the information provided, your PBM vendor is ProCare Rx. You remain responsible for ensuring that prescription drug claims are submitted to us, either by you or by someone acting on your behalf.
- **SunElite℠ medical document review service**
  SunElite is a medical plan document review service for Sun Life Stop-Loss clients. Your custom SunElite report will analyze the plan's cost-containment, federal law compliance and discretionary authority.
- **Sun Life Clinical 360**
  Sun Life Clinical 360 is a program utilizing clinical experts who act as a second set of eyes, reviewing claim data to identify cost savings and care optimization opportunities.
  This program is automatically included for all Sun Life Stop-Loss clients.

The following are not included in your policy:

- **Terminal Liability option**
- **Experience Rating Refund**

Producer commissions

Sun Life pays the following commission percent to the Stop-Loss producer: 0.0%.

Specific Benefit Stop-Loss renewal acceptance

Acceptance of your Specific Benefit Stop-Loss renewal by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of large claims over $75,000 with diagnosis/prognosis for the period of July 1, 2025, through March 31, 2026, with accompanying required information. For large claims, the required information includes paid claims, pending claims, and notification of known situations. Upon review of your large claims information, we reserve the right to recalculate quoted rates.

Sun Life will not reimburse for claims expenses incurred outside the Policy Year parameters.

General coverage

- **Captive coverage**
  Any Stop Loss policy issued to a policyholder that is part of a captive program, is excluded from any and all Sun Life incentive, bonus or override programs.

- **Affordable Care Act accommodations**
  This renewal proposal represents Sun Life's efforts to work with you to meet your requirements under the Affordable Care Act (ACA), including, but not limited to, the dependent age provisions of the ACA. It is the self-funded medical plan's responsibility to keep its census data up to date at all times. If the plan inadvertently does not remove a terminated participant, Sun Life may deny any claims from the participant. However, in that situation, the self-funded medical plan is responsible for the claim.

Renewal options, continued

May 5, 2026

Policyholder name:	City of Columbia
Account number:	913256
Renewal status:	Firm
Renewal Eff. Date:	July 1, 2026

Proposal for City of Columbia
GSLOT-2551, SLPC 24342 05/21 (exp. 05/23)

Disclosures

1. Sun Life 2023 book of business data.
2. For complete financial ratings, visit www.sunlife.com/financialratings.
3. Sun Life renewal statistics data from 2021 to 2023.
4. Health Research Institute Medical Trend "Behind The Numbers" report 2023.

Producer licensing
All Sun Life companies require producers using insurance quotes we issue for the purpose of soliciting, selling, or negotiating insurance to be licensed both by the state where the prospective client is located and by any state where the solicitation, sale, or negotiation of insurance occurs, if different. This requirement pertains to all forms of solicitation, sales or negotiation of insurance, including but not limited to solicitation, sale, or negotiation conducted in person, by telephone, by email, by fax, or otherwise.

Producer compensation
We encourage brokers and their clients to discuss what commission or other compensation may be paid in connection with the purchase of products and services from Sun Life companies. All Sun Life companies may pay the selling broker, agency, or third party administrator for the promotion, sale, and renewal of the products and services offered in this proposal. In addition to our standard compensation, we may make additional cash payments or reimbursements to selling brokers in recognition of their marketing and distribution activities, persistency levels, and volume of business.

For New York situs business, we may pay reduced compensation where fewer services are offered and increased compensation where more services are provided. Producers must comply with the specific compensation disclosure requirements of New York Regulation 194.

Plan and rates
This renewal proposal is based on the employee census information that was provided. Acceptance of the group and final rates will be determined by the Sun Life home office in the United States based on actual enrollment and case experience, if required. Terms and conditions of any coverage under the policy will be determined by all necessary final data and by underwriting rules, policy requirements, and policy provisions in effect on the date coverage begins.

Sun Life Companies
The Sun Life group of companies operates under the "Sun Life" name. In the United States and elsewhere, insurance products are offered by members of the Sun Life group of companies that are insurance companies.

Currently, group underwriting companies include Sun Life and Health Insurance Company (U.S.) and Sun Life Assurance Company of Canada. Sun Life Inc., the publicly traded holding company for the Sun Life group of companies, is not an insurance company and does not guarantee the obligations of these insurance companies. Each insurance company relies on its own financial strength and claims-paying ability.

Group stop-loss insurance policies are underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) in all states, except New York, under Policy Form Series 07-SL REV 7-12 and 22-SL. In New York, group stop-loss insurance policies are underwritten by Sun Life and Health Insurance Company (U.S.) (Lansing, MI) under Policy Form Series 07-NYSL REV 7-12 and 22-NYSL. Product offerings may not be available in all states and may vary depending on state laws and regulations.

Stop-Loss information
The following services are not insurance and carry a separate charge included with the price of coverage: Clinical 360, owned by Sun Life; SunElite℠, owned by Sun Life with services provided by The Phia Group, LLC.

Information
Issuance of a Stop Loss policy is dependent upon meeting underwriting guidelines and participation requirements.

Sun Life

Sun Life is your best partner for benefits.
Learn more by reaching out to your broker or
Sun Life representative.

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GSLOT-2551

SLPC 28740 01/20 (exp. 04/2

MEDICAL ADMINISTRATIVE FEES

Main Administrative Services Fee:	7/1/26 Fee
Admin Fee	$ 43.80
Medical Main Administrative Services Fee	$ 43.80
Medical Guaranteed Administrative Services Fee	$ 43.80
COBRA - Std w/INL	$ 0.72
Rx Integration Fee	$ 8.00
Advanced Radiological Imaging	$ 0.65
Chronic Care Mgmt	$ 1.98
Genetic Testing	$ 0.24
Teladoc Health Base Package	$ 0.47
Medical Total Administrative Services Fee	$ 55.86

Shared Savings:

Subrogation Recoveries	29%	of Recovery, plus attorney fees
Mass Torts	29%	of Recovery, plus attorney fees
Class Action Suit Recoveries	29%	of Recovery, plus attorney fees
Claim & Provider Audit Recoveries	29%	of Recovery or Prevention
Enhanced Payment Integrity	39%	of Recovery or Prevention
COB Recoveries	29%	of Recovery
Medical Drug Rebates	100%	of Medical Drug Rebates
OON Cost Management Program	20%	of Billable Savings

BlueCrossBlueShield of Tennessee, Inc., an Independent Licensee of the BlueCross BlueShield Association

Conditions

1. BlueCross retains the right to adjust the administrative services fee to cover reasonably anticipated cost variations resulting from:
   a. Changes in the plan, legislation, regulation, or required assessment or tax that changes BlueCross' costs in offering the plan.
   b. Termination or addition of a subsidiary, operation or class of employees
   c. Fluctuation of the actual number of covered employees by +/- 10% by location, state, and/or in aggregate from the 437 contracts that the quote was based on.

2. The Administrative Services Fees listed above were based upon a member to subscriber ratio of 1.87. If this member to subscriber ratio changes by +/- 0.05, BlueCross reserves the right to recalculate the Administrative Services Fees.

3. Rating may be revised if Federal, State, or Local action impacts the benefit levels quoted herein or affects our ability to meet our obligations to you, to your covered employees/our customers or to our contracted providers. By way of illustration, such legislation or executive actions which impose controls or requirements that affect: our ability to determine rates; covered medical expenses or service benefits; providers' delivery of care or the fees they charge; or our contracts with providers, may be deemed to so affect our contractual obligations. Should this happen, BlueCross will make a good faith effort to work to reach a new agreement that equitably reflects the circumstances as altered by government action.

4. Effective Case Management requires that BlueCross Case Managers have sufficient group engagement and contact information for those members identified and/or actively engaged in Case Management programs.

5. This self-funded services fee agreement requires the group to notify BlueCross within 30 days if any information set forth in this exhibit changes at any time while coverage is provided to you by BlueCross.

6. The coverage of this self-funded services fee agreement allows caveats and conditions set forth in this document to survive execution of any final contract and/or issuance by BlueCross of any policy and/or Administrative Services Agreement.

7. This self-funded pricing proposal is a high-level summary of the proposed coverage. It does not identify all the categories of health care expenses that are covered or excluded.

8. DME Navigator is our durable medical equipment network and cost management solution. This program is required. Charges for the DME Navigator program will be billed to the claims invoice at a rate of $0.50 PMPM. Charges are subject to change annually.

9. For out-of-network claims, BlueCross will calculate discounts on billed charges based on a reference-based price. As part of our out-of-network claim management program, BlueCross shall receive a fee of 20% of billable savings achieved from these services. The difference between billed charges and the repriced charges is the billable savings.

BlueCrossBlueShield of Tennessee, Inc., an Independent Licensee of the BlueCross BlueShield Association

DENTAL ADMINISTRATIVE FEES

	7/1/26 Fee
Dental Administrative Services Fee:	
Admin Fee	$ 4.46
Dental Administrative Services Fee	$ 4.46
Dental Guaranteed Administrative Services Fee	$ 4.46
Dental Total Administrative Services Fee	$ 4.46

Conditions

1. BlueCross retains the right to adjust the administrative services fee to cover reasonably anticipated cost variations resulting from:
   a. Changes in the plan, legislation, regulation, or required assessment or tax that changes BlueCross' costs in offering the plan.
   b. Termination or addition of a subsidiary, operation or class of employees
   c. Fluctuation of the actual number of covered employees by +/- 10% by location, state, and/or in aggregate from the 360 contracts that the quote was based on.

2. The Administrative Services Fees listed above were based upon a member to subscriber ratio of 2.27. If this member to subscriber ratio changes by +/- 0.05, BlueCross reserves the right to recalculate the Administrative Services Fees.

BlueCrossBlueShield of Tennessee, Inc., an Independent Licensee of the BlueCross BlueShield Association

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Kim Dale, Asst. City Recorder, kdale@columbiatn.com, 931-560-1579

AGENDA ITEM TITLE: RECEIVE AND FILE COST OF LIVING ADJUSTMENT (COLA) FOR ELIGIBLE RETIREES OR BENEFICIARIES OF THE CITY OF COLUMBIA EMPLOYEES' RETIREMENT PLAN.

RECOMMENDATION: Approve.

INFORMATION: Each year the cost of living adjustment for eligible retirees or beneficiaries of the City of Columbia Employees' Retirement Plan is forwarded to the Trustees of the City Retirement Plan by the actuarial consultant. The increase of 3.00% of their current retirement benefit is to become effective July 1, 2026 for those retirees or beneficiaries who began receiving benefits on or before July 1, 2025. The City Retirement Plan provides that the cost of living adjustment shall be increased for eligible retirees or beneficiaries each July 1 based on the Consumer Price Index (CPI-U) for all Urban Consumers, not to exceed three (3%) percent. The 3.00% is based on the period from March 31, 2025 to March 31, 2026.

CERTIFICATION:

ATTACHMENTS: Staff Report; Copy of Section 5:09 (Cost of Living Adjustments) of the City of Columbia Employees' Retirement Plan Ordiance No. 3968 amendment adopted January 9, 2024

the annual rate he was receiving from the City at the determination date and that the Social Security Act remains unchanged after the determination date. Provided, however, that the Participant's temporary supplemental retirement benefit shall be reduced on a pro rata basis for each year that his years of Credited Service is less than 25. To receive this temporary supplemental retirement benefit, a Participant must submit a copy of his wage history from the Social Security Administration.

All Employees hired on or after January 1, 2009, shall not be eligible for benefits under this section 5.08.

5.09 Cost of Living Adjustments.

The monthly benefit of any Retired Participant or Beneficiary shall be increased as of each July 1 beginning with the later of (i) the first July 1 coinciding with or following the first anniversary of the date as of which the Retired Participant's monthly benefit payments commenced, and (ii) July 1, 1994. The monthly benefit shall be further increased as of each subsequent July 1 as long as the benefit is payable.

The amount of each annual increase to the monthly benefit shall be a percentage of the monthly benefit immediately preceding the first increase (i.e., the initial benefit amount), such percentage to be equal to the lesser of (i) the annual change in the consumer price index from March 31 of the prior calendar year to March 31 of the current calendar year, and (ii) 3%. The consumer price index to be used for purposes of this adjustment is the Consumer Price Index for All Urban Consumers (CPI-U), not seasonally adjusted, constructed by the U.S. Department of Labor, Bureau of Labor Statistics. However, effective July 1, 2006, the amount of each annual increase to the monthly benefit shall be the same percentage described above, but applied to the monthly benefit currently in effect.

The increases provided by this section 5.09 shall not apply to any temporary supplemental retirement benefit to which a Participant may be entitled pursuant to section 5.08 hereof.

5.10 Rehired Employees.

Effective July 1, 2001, an Employee who had previously terminated his employment with the City and received a refund of his Plan contributions under section 5.06, but who has subsequently returned to the City as an Employee, and is currently participating in the Plan, may request to buy back prior Credited Service. A rehired Employee seeking to buy back prior years Credited Service must file a written application with the City Recorder. Such application must be filed within 12 months from the date the Employee's was rehired as a full-time Employee. An Employee that was rehired prior to July 1, 2001, may buy back his prior years Credited Service if he files a written application with the City Recorder on or before September 6, 2002. The City will not consider any request to buy back Credited Service that do not fall within the time frames specified in this paragraph.

In order to buy back Credited Service an Employee must remit to the Plan a sum of money that is equal to all refunded contributions, plus interest calculated at a rate of 7.5% per year, or any lower rate mandated by applicable usury laws compounded from the date the refund check was issue to a date 30 days after the date the rehired Employee applied to buy back his Credited Service. This sum must be fully remitted to the Trust within 30 days of the rehired Employee's application to buy back Credited Service. No partial payments for such Credited Service will be accepted and the Employee must buy back all prior eligible Credited Service to take advantage of the benefits provided for under this section 5.10.

7.3 APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PROJECT AGREEMENT BETWEEN THE CITY OF COLUMBIA AND CHANDLERTHINKS, LLC IN THE AMOUNT OF $59,500 FOR BRANDING & VISUAL IDENTITY PROFESSIONAL SERVICES - CITYWIDE

RECOMMENDATION: Approve.

INFORMATION: The team at Chandlerthinks will lead this Branding & Visual Identity project for the City of Columbia using a phased approach: Research, Strategy, Creative, & Action Plan. Steps include site visit, community perception study, outside perception study, stakeholder interviews, focus groups, digital audit, & brand strategy development resulting in a robust brand that is unique to Columbia. A strong brand and professional image makes the city more attractive to employers, tourists, developers, entrepreneurs, homebuyers, and industries, which can translate into increased sales tax revenue, property investment, business growth, and broader economic activity.

CERTIFICATION: The Chief Financial Officer certifies that $59,500 is budgeted and unencumbered in General Government – Professional Services.

STANDARD PROJECT AGREEMENT
BETWEEN
CITY OF COLUMBIA, TN
AND
CHANDLERTHINKS, LLC

1. This Agreement sets out the terms and conditions whereby Chandlerthinks, LLC (hereinafter referred to as the Agency) is to perform the professional services set out herein under the general direction of and for the benefit of **CITY OF COLUMBIA, TN** (hereinafter referred to as the Client).

2. The Agency will develop and present to Client the **BRANDING & VISUAL IDENTITY SERVICES** as outlined in the Scope of Work which is attached as Exhibit I, for the Client's review and approval. The Agency will be compensated for this Scope of Work by a base fee of $59,500. Any additional work requested by the Client from the Agency outside of the Scope of Work outlined in Exhibit I herein, will be estimated in advance and subject to Client's prior approval.

3. The fee related to the Scope of Work (as outlined in Exhibit I attached) will be billed in Six (6) invoices as follows:
   a. The first invoice, in the amount of $14,875 (25% of project price) will be billed upon execution of the project agreement. This represents the work to be performed in Phase I (research) of the outlined scope of work (proposal). We anticipate this phase of the work to begin July 2026.
   b. The second invoice, in the amount of $8,925 will be billed on August 1, 2026.
   c. The third invoice, in the amount of $8,925 will be billed on September 1, 2026.
   d. The fourth invoice, in the amount of $8,925 will be billed on October 1, 2026.
   d. The fifth invoice, in the amount of $8,925 will be billed on November 1, 2026.
   d. The sixth and final invoice, in the amount of $8,925 will be billed on December 1, 2026 or when the final report has been provided and final project presentation is made to your committee. Final payment is not due until all project deliverables have been met.

All invoices are due net 30 days upon receipt.

4. Upon completion of this project underlying this Agreement, the Agency shall transfer, assign and make available to the Client, or its representatives, all property and materials in its possession or control paid for by the Client and relevant to the project. In the event that material, which is the subject of this Agreement in copyrightable subject matter, Agency and Client agree that for the purposes of this order the material shall be a work made for hire and shall be considered owned by Client upon delivery. Agency thereby transfers any and all copyrights and related intellectual property rights to the Client.

5. No modifications of this Agreement shall be valid unless such modifications are in writing and signed by both Client and Agency.

6. Applicable Law. The Agreement will be deemed to be a contract made under the laws of the State of Tennessee and will be construed in accordance with the laws of Tennessee without regard to principles of conflicts of law. The exclusive forum and venue for the adjudication of any rights, claims or disputes arising out of or in connection with this Agreement shall be the state courts of Tennessee or the United States District Court for Tennessee. The parties specifically waive the right to a jury trial in connection with any dispute arising out of this Agreement, or between the parties for any reason.

CLIENT	AGENCY
City of Columbia, TN	Chandlerthinks, LLC
Charles (Chaz) M. Molder, Mayor	Steve Chandler, Owner
_____	Steve Chandler
By:	By:
Date: _____	Date: 05/20/2026

Attested By:

Thad H. Jablonski, City Recorder

Approved as to Legal Form:

Jake Hubbell, City Attorney

EXHIBIT I > The RFP response that was hand delivered on March 20, 2026.

DESTINATION BRANDING SPECIALISTS

CHANDLERTHINKS

PROPOSAL FOR

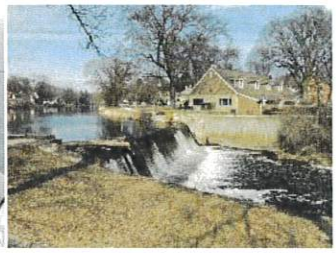
City of Columbia, Tennessee

Branding & Visual Identity Services
Scope of Work, Key Deliverables, Timeline & Budget
provided May 5, 2026

Chandlerthinks, LLC
133 Holiday Court, Suite 201 | Franklin, TN 37067
Federal tax ID #: 81-1141897
Steve Chandler, Owner | 615.498.8313 | steve@chandlerthinks.com

SCOPE OF WORK:
PHASE I. EXPLORE - LEARNING YOUR STORY



Phase I isn't just "research"—it's *discovery* that uncovers emotional drivers and barriers to growth. This phase goes beyond gathering data. We're listening for emotional cues and identity truths. Understanding how people *feel* about a place is critical to building a brand that resonates and sticks.

> **Getting Started on the Project**

This is a 30-45 minute planning meeting (Zoom) where we provide you with a **Project Getting Started Kit**. It includes a proposed project schedule, itinerary for our team's initial visit, sample scripts and promotion of upcoming community engagement, and a check-list of items needed to begin.

> **First impression Tour - Site Visit**

First impressions play a large role in the identity of a city. This is the time for you to show off your community and make a first impression on a one-day tour of Columbia. Why not? It is exactly how new residents, businesses and visitors first encounter your community. We will have you give our team the tour that gives us a snapshot of your cultural, tourism, and economic development assets.

> **An Inside Perspective of Columbia - Community Perception Study**

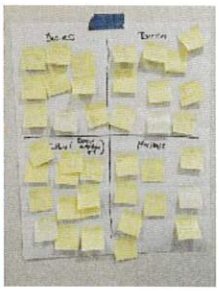
This is a quantitative online survey for the community to have a role in this process. The survey consists of approximately 20 questions each aimed at uncovering a perspective on how the community sees itself. Our goal is to complete a minimum of 300 surveys. We make it available by working with the community partners (Chamber, City, downtown groups, local media) and posting the survey link on their websites or through member emails. Our goal is to engage and listen to the community. Specifically, the survey measures: Recommendation of Columbia as a place to live, do business and visit; Adjectives that best describe Columbia; Greatest assets of Columbia; Rankings and ratings of how well Columbia delivers on quality of life; Opinions on the current City's reputation.

> **An Outside Perspective of Columbia - Attitude Awareness and Perception Study**

This is a quantitative research method. But it is targeted to hear the truth about who you are from "your neighboring communities." We use this research to hear the opinions on what outsiders are saying about Columbia. We will target a completed answer quantity that gains a 95% confidence level +/- 5.7% margin of error. Specifically, the survey measures: Overall top-of-mind perceptions of Columbia, Visitation frequency and interests, Rating of assets in Columbia, Rating of distinguishable characteristics, Reputation of Columbia to outsiders.

SCOPE OF WORK:
PHASE I. EXPLORE - LEARNING YOUR STORY



> Stakeholder Interviews and Focus Groups

These are meetings with your main stakeholders. This allows the project to have input from virtually any influential leader whose buy-in and endorsement will be important for moving your branding initiatives forward. We will conduct a minimum of 15, but up to 30 *interviews* that should include: City Administrator, City Commissioners, City business leaders, Economic Development leadership, A realtor (for family recruitment), A heritage organization, Department heads, And others that matter.

Focus groups will engage input from a broader collection of stakeholders. We suggest four groups consisting of 8-12 people. Possible groups to assemble could include: 1) brand steering members or the immediate champions of this project; 2) cultural-hospitality leaders; 3) business and economic development leaders; and 4) healthcare and education leaders.
Here, we will learn perspectives on the following: Columbia's greatest weaknesses/strengths, Typical Columbia customer groups and why they do business in the area, Columbia's most well-known and strongest assets, Columbia's history and its vision for the future, Columbia's attributes and personality traits, Columbia's issues to recruiting talent and families to your community.

> Community Marketing - Digital Audit - Identity Assessment

There's already a story being told about Columbia. We will review it. People are already talking about Columbia. Do you know what they are saying? We look at: **1) Community promoters.** We evaluate websites and social media; content; colors; photos; content; graphics; and more. **2) Community participation**. Does the community (residents and local businesses) promote itself? Do visitors? What are people often saying? What images do they share? How does this compare with other communities? **3) Reviews**. What are people saying about your community in the areas of cultural attractions and dining. What assets stand out? We mostly look at reviews and ratings from Google and TripAdvisor. **4) Search**. What do people find when they search your community name? What websites grab their attention? What do search images say about who you are? Are people looking for you? And if so, what do they find? **5) Comparison Marketing**. How are other nearby cities marketing and branding themselves?

SCOPE OF WORK:
PHASE II. EVALUATE - A BRAND STRATEGY

Our process does not focus on only one research question or answer, but at the common themes that have arisen from it all. From a sea of perceptions and data points, we isolate the patterns that form Columbia's brand truth: what it *is*, what it *can be*, and why it matters to people. We will more than likely have found that your community is a culmination of many things. However, some common truths and insights will help reveal your strongest attribute and most distinct brand position. The strategic direction in Phase II helps create the unique brand story and identity that will be the foundation for all future storytelling, design and strategy.

> Branding Profile Wheel

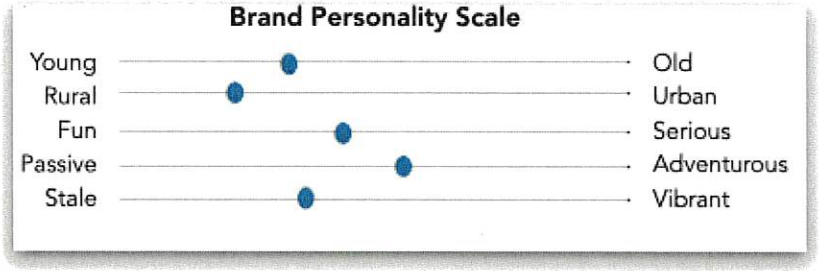
Your branding profile wheel is an exercise we use to reveal how all of your community's assets work together to make Columbia a great unique community. It also shows how everything connects to a common branding "core identity." The more everyone works together, the stronger community brand you will have.

As you can see, it all matters. This exercise will reveal exactly what members of the community should be involved in the branding process ahead.



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Every place is unique in its own way. Our Brand Personality Scale allows an in-depth look into Columbia by comparing 15+ unique characteristics that reveal Columbia's personality.



SCOPE OF WORK:
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If we want to create a strong sense of place, we need to learn to engage the senses. All great places do this. The senses that are most engaging in Columbia will tell us where we deliver a memorable experience. People will brag about what and where they eat, what they see (think selfies), things they do, and the sounds or words they hear. These create lasting take-aways and help teach us how to be authentic story tellers of our community.



> Brand Truths

These are the 3-4 (sometimes 5) undeniable things learned from all of the research that must be considered when developing a brand direction for Columbia. They speak truths and cannot be ignored. It's a simple step for making sense out of all we have learned.

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Every community has three to four brand pillars that capture the fundamental identity of their special "place." We will identify these pillars that will help make Columbia compelling and distinct in its branding and marketing efforts going forward. These pillars provide the foundational platform upon which all branding efforts – logos, taglines, messaging, advertising, events – and any future branding initiatives are built upon.

At the conclusion of Phase II there will be a live presentation of the recommended rebranding direction for Columbia. This presentation will also include a summary of the research findings from Phase I.

SCOPE OF WORK:
PHASE III. EXPRESS - CREATING A STORY

Our creative process is about bringing the brand *to life*, not just making it *look* good. It's a narrative arc rooted in research that expresses what makes a place meaningful. From that story, visual and verbal tools emerge: a logo, a tagline, and a flexible identity system that gives everyone a shared voice. The deliverables that will help you tell the Columbia brand story are:

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The first step in the brand creative process is developing your story - the story that only Columbia can tell. This will take the form of a written narrative that leverages your brand strategy and expresses what makes your community unique, special and appealing. It will give meaning, credence and importance to what sets Columbia apart. And It will set the tone and stage for how to talk about your City in language that will draw people in, engage them and want to get to know you more.

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A tagline, or positioning line, is created to be a compelling lead-in to your much bigger story. It's meant to sum up a single thought in a few words that capture your strongest brand attribute. It should leave people intrigued enough to want to know more. Great taglines can become memorable mantras that brands continue to build upon and merchandise for years. We will develop several potential lines, but will force you to pick just one. That's the hard part.

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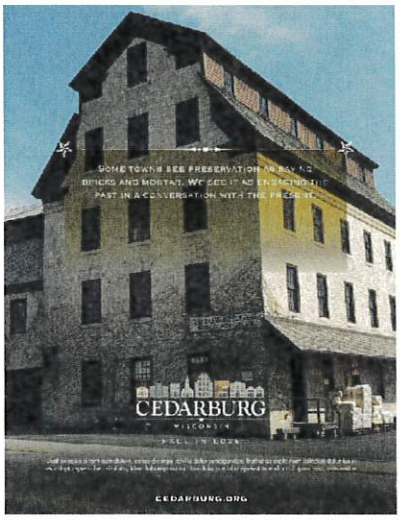
Final Logo

SCOPE OF WORK:
PHASE III. EXPRESS - CREATING A STORY

> Creative Brand Theme (campaign idea)

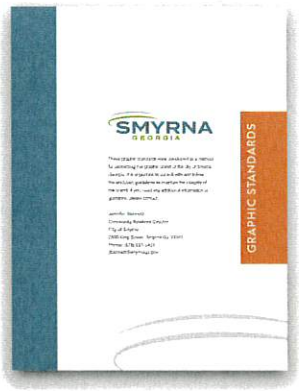
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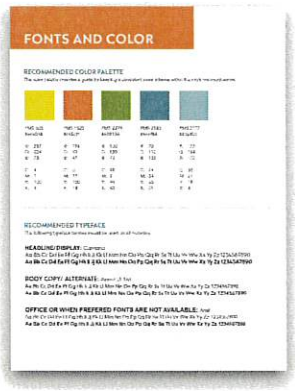


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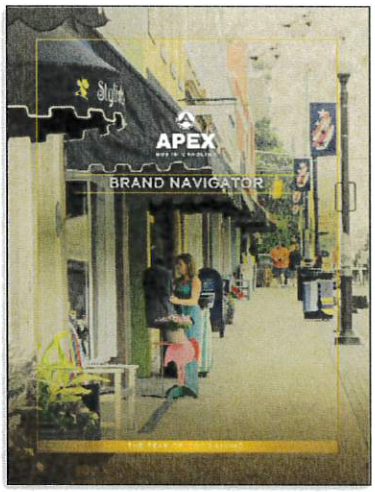
SCOPE OF WORK:
PHASE IV. ENGAGE - A BRANDING PLAN

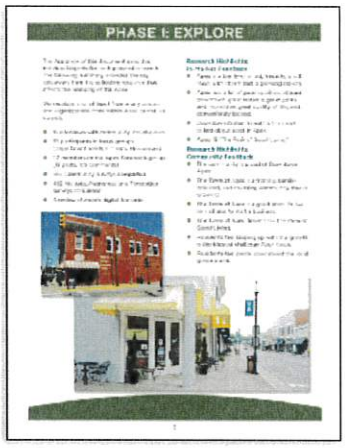
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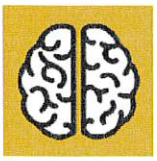


KEY DELIVERABLES:
OUTLINE OF BRANDING PROJECT DELIVERABLES



Phase I. Explore (RESEARCH): Summary of Deliverables

- One-on-One stakeholder interviews
- Stakeholder and Community focus groups
- Community Self Perception study
- Attitude, Awareness and Perception study (from people outside of Columbia)
- Community Marketing and Digital Audit
- Delivery of a bound master research report with an executive summary of all findings
- A brand steering committee/stakeholder research presentation



Phase II. Evaluate (STRATEGY): Summary of Deliverables

- Construction of the Columbia Brand Profile Wheel and Brand Pillars
- Columbia Experience Sensory Assessment
- Place Identity Truths
- Strategy for building a community with a competitive identity
- Presentation of recommended branding direction for Columbia.



Phase III. Express (CREATIVE): Summary of Deliverables

- Craft the Columbia Brand Story
- Application of the creative direction towards other marketing messages and media
- Tagline development
- Logo development, guidelines and standards
- Creative "adcepts" and a central idea to drive creative messaging for the community
- Common needs such as letterhead/envelopes, business cards, email signatures, social media, website, digital presentations, local signage, way finding, digital ad campaign, apparel, vehicle wraps and fun merchandise.
- Electronic files of all creative work mentioned above



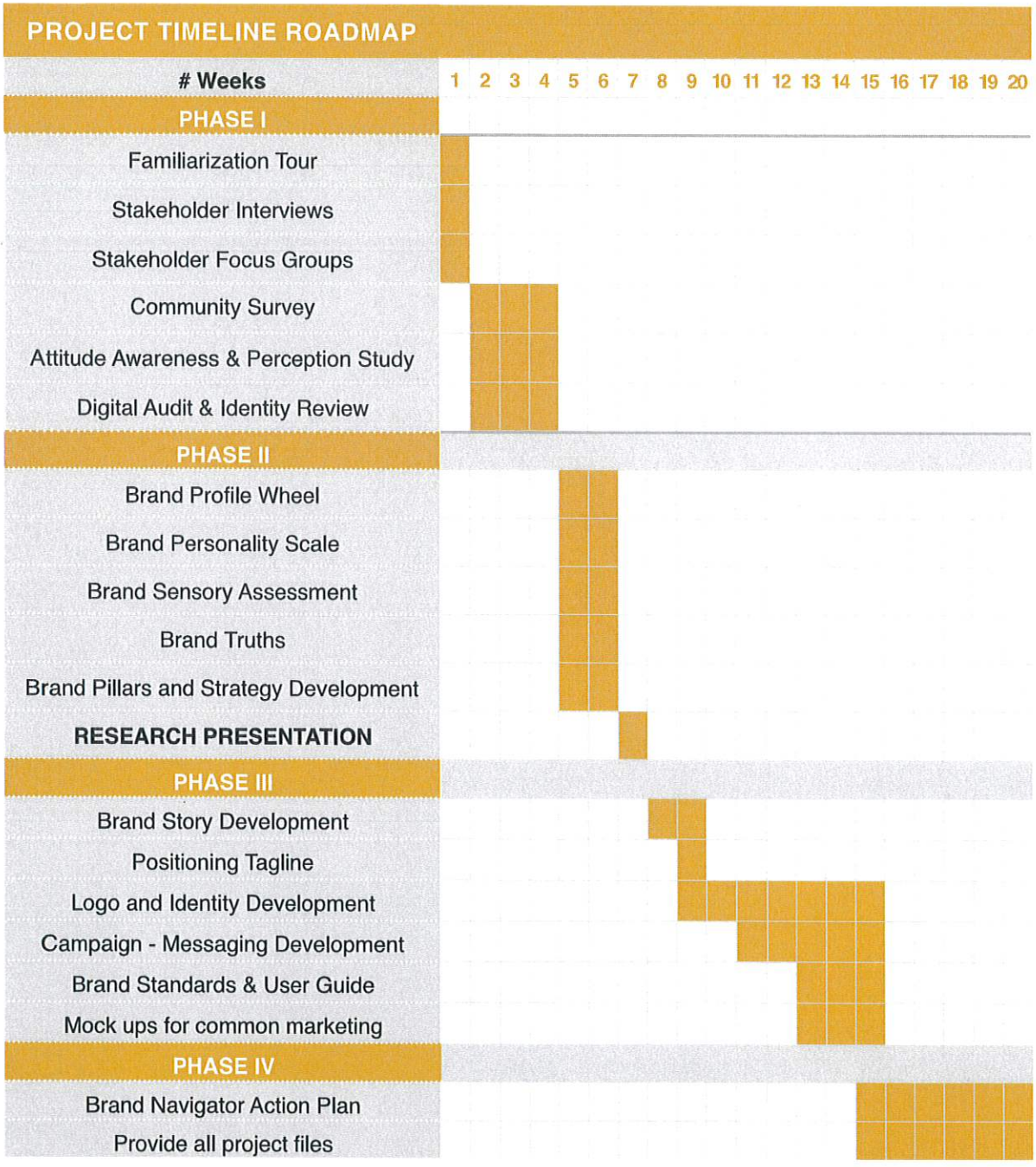
Phase IV. ENGAGE (ACTION PLAN): Summary of Deliverables

- A printed and bound Columbia Branding Action Plan
- Recommended priorities, responsibilities and expected budget ranges needed to move ahead on short term and long term goals.
- Electronic files of all research, reports and final action plan
- Presentation of recommended branding plan and entire body of project work

BRANDING PROCESS TIMELINE

Project Timing Statement

A typical community branding project takes anywhere between 5 and 7 months. We plan these projects accordingly and manage the process to stay on task. Meetings, approvals, holidays are all part of the process and are planned into the timeline as well. So let's get going so this project finishes outstandingly and on time.



CHANDLERTHINKS

BUDGET

The price for the City of Columbia Branding & Visual Identity Services Initiative is **$66,875**
The costs breakouts for the phased work are as follows:

Phase I >	Explore	$21,145
Phase II >	Evaluate	$10,985
Phase III >	Express	$26,580
Phase IV >	Engage	$8,165

*Travel and materials costs have been included in the above prices.

Optional Ongoing Coaching Opportunity - $10,000
Following the completion of your rebranding process, you may find added value in continued access to our expertise. Our optional coaching program provides up to 50 hours of consulting support—a $7,500 value—over the course of one year. This dedicated time ensures you have expert guidance for questions, decision-making, and strategic direction as you bring your new brand to life. In addition, $2,500 of this investment can be applied toward the implementation of branded merchandise of your choice, helping you put your brand into action in tangible, impactful ways. This opportunity is not included in the core project price but is available exclusively to our branding clients.

DESTINATION BRANDING SPECIALISTS

CHANDLERTHINKS

PROPOSAL FOR

City of Columbia, Tennessee

Branding & Visual Identity Services
Scope of Work, Key Deliverables, Timeline & Budget
provided May 5, 2026

Chandlerthinks, LLC
133 Holiday Court, Suite 201 | Franklin, TN 37067
Federal tax ID #: 81-1141897
Steve Chandler, Owner | 615.498.8313 | steve@chandlerthinks.com

SCOPE OF WORK:
PHASE I. EXPLORE - LEARNING YOUR STORY






Phase I isn't just "research"—it's *discovery* that uncovers emotional drivers and barriers to growth. This phase goes beyond gathering data. We're listening for emotional cues and identity truths. Understanding how people *feel* about a place is critical to building a brand that resonates and sticks.

> Getting Started on the Project

This is a 30-45 minute planning meeting (Zoom) where we provide you with a **Project Getting Started Kit**. It includes a proposed project schedule, itinerary for our team's initial visit, sample scripts and promotion of upcoming community engagement, and a check-list of items needed to begin.

> First impression Tour - Site Visit

First impressions play a large role in the identity of a city. This is the time for you to show off your community and make a first impression on a one-day tour of Columbia. Why not? It is exactly how new residents, businesses and visitors first encounter your community. We will have you give our team the tour that gives us a snapshot of your cultural, tourism, and economic development assets.

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This is a quantitative online survey for the community to have a role in this process. The survey consists of approximately 20 questions each aimed at uncovering a perspective on how the community sees itself. Our goal is to complete a minimum of 300 surveys. We make it available by working with the community partners (Chamber, City, downtown groups, local media) and posting the survey link on their websites or through member emails. Our goal is to engage and listen to the community. Specifically, the survey measures: Recommendation of Columbia as a place to live, do business and visit; Adjectives that best describe Columbia; Greatest assets of Columbia; Rankings and ratings of how well Columbia delivers on quality of life; Opinions on the current City's reputation.

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SCOPE OF WORK:
PHASE I. EXPLORE - LEARNING YOUR STORY






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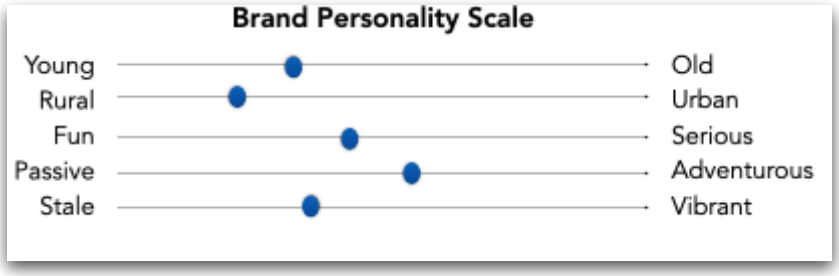
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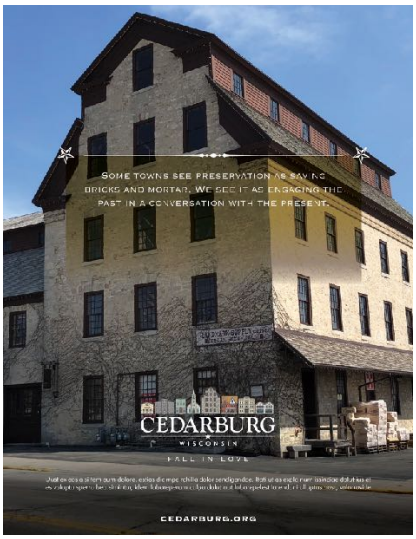
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SCOPE OF WORK:
PHASE III. EXPRESS - CREATING A STORY

> Creative Brand Theme (campaign idea)

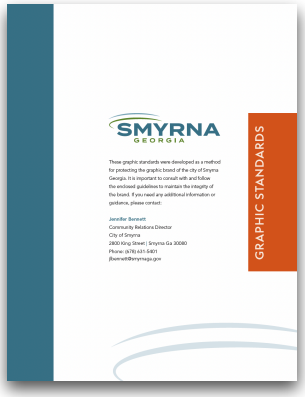
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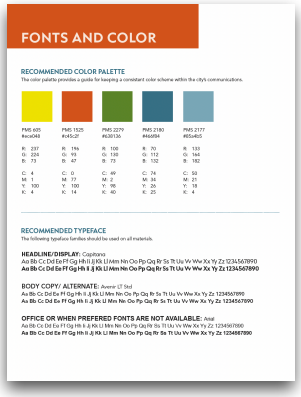


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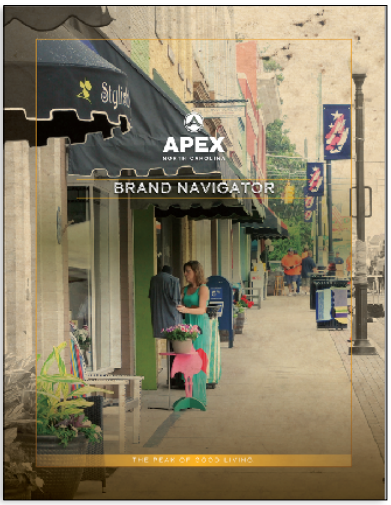
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- Place Identity Truths
- Strategy for building a community with a competitive identity
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- Logo development, guidelines and standards
- Creative “adcepts" and a central idea to drive creative messaging for the community
- Common needs such as letterhead/envelopes, business cards, email signatures, social media, website, digital presentations, local signage, way finding, digital ad campaign, apparel, vehicle wraps and fun merchandise.
- Electronic files of all creative work mentioned above



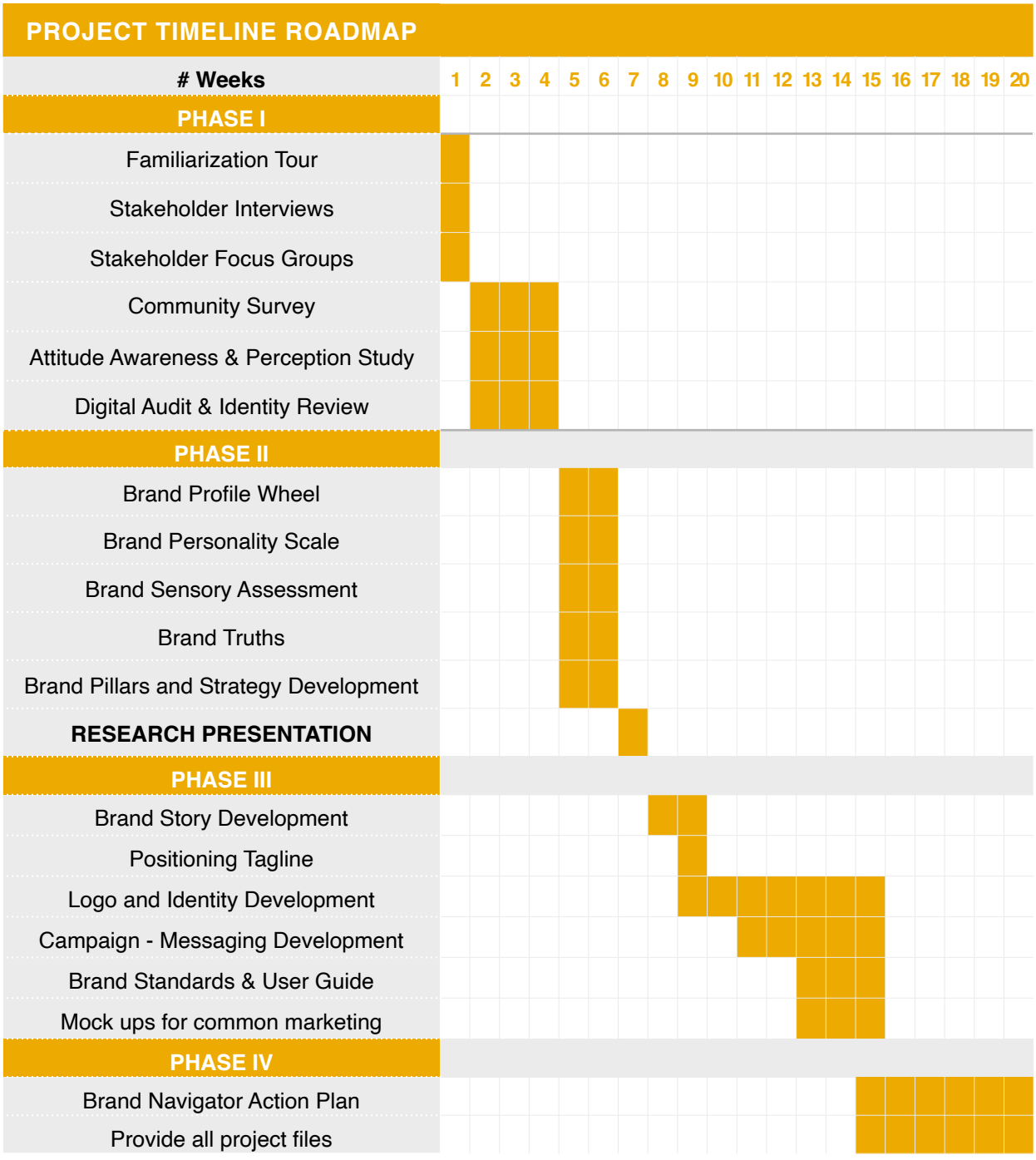
Phase IV. ENGAGE (ACTION PLAN): Summary of Deliverables

- A printed and bound Columbia Branding Action Plan
- Recommended priorities, responsibilities and expected budget ranges needed to move ahead on short term and long term goals.
- Electronic files of all research, reports and final action plan
- Presentation of recommended branding plan and entire body of project work

BRANDING PROCESS TIMELINE

Project Timing Statement

A typical community branding project takes anywhere between 5 and 7 months. We plan these projects accordingly and manage the process to stay on task. Meetings, approvals, holidays are all part of the process and are planned into the timeline as well. So let's get going so this project finishes outstandingly and on time.



BUDGET

The price for the City of Columbia Branding & Visual Identity Services Initiative is **$66,875**
The costs breakouts for the phased work are as follows:

Phase I > Explore $21,145
Phase II > Evaluate $10,985
Phase III > Express $26,580
Phase IV > Engage $8,165

*Travel and materials costs have been included in the above prices.

Optional Ongoing Coaching Opportunity - $10,000
Following the completion of your rebranding process, you may find added value in continued access to our expertise. Our optional coaching program provides up to 50 hours of consulting support—a $7,500 value—over the course of one year. This dedicated time ensures you have expert guidance for questions, decision-making, and strategic direction as you bring your new brand to life. In addition, $2,500 of this investment can be applied toward the implementation of branded merchandise of your choice, helping you put your brand into action in tangible, impactful ways. This opportunity is not included in the core project price but is available exclusively to our branding clients.

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 AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND RSI (ROOF SYSTEMS, INC.) UTILIZING TIPS COOPERATIVE PURCHASING TO REMOVE AND UPDATE THE OLD ROOF AND REPLACE STORM DAMAGED ROOFS AT THE COLUMBIA AQUATICS AND RECREATION CENTER IN THE AMOUNT OF $98,460

RECOMMENDATION: Approve.

INFORMATION: The Parks Department recommends approval for a contract with Roof Systems Inc. (RSI) to remove and replace aging roof systems and repair storm-damaged roofing at the Columbia Aquatics and Recreation Center.

RSI was selected as a vendor participating through the TIPS Purchasing Cooperative. After evaluating the quote from RSI, City personnel identified that bids would likely have exceeded the quoted price following the purchasing cooperative's preferential pricing.

The proposed work includes replacement of approximately 9,800 square feet of roofing over the indoor pool room at a cost of $49,418.00 and replacement of approximately 1,800 square feet of roofing over the pump/maintenance room at a cost of $49,042.00.

CERTIFICATION: The Chief Financial Officer certifies that $98,460 is budgeted and unencumbered in Capital Projects - Columbia ARC - Parks & Recreation Facilities.

ATTACHMENTS: Staff Report, Quotes and Contracts

Agreement
Between Owner and Contractor

AGREEMENT

Made as of 6/12/26

BETWEEN the Owner: City of Columbia

Columbia Aquatics and Recreation Center
1446 Oak Springs Dr, Columbia, TN 38401

AND the Contractor: **Roof Systems, Inc.**
202 Nicholas Long Drive
Columbia, Tennessee 38401
Phone: (931)398-5977
Contractor License #: 72578

The Project is:

The Owner and Contractor agree as set forth below.

ARTICLE 1
THE WORK OF THIS CONTRACT

1.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

See Exhibit A

ARTICLE 2
RELATIONSHIP OF THE PARTIES

2.1 The Contractor covenants with the Owner to utilize the Contractor's skill, efforts and judgment in furthering the interest of the Owner, to furnish efficient business administration and supervision; to make efforts to furnish an adequate supply of workers and materials; and to perform the Work in a reasonably expeditious manner, subject to any conditions which are beyond the reasonable control of Contractor, and consistent with the interests of the Owner. The Owner agrees to exercise best efforts to enable the Contractor to perform the Work in an expeditious manner by furnishing and approving, in a timely manner, information required by the Contractor and making timely payments to the Contractor in accordance with the requirements of the Contract Documents. Any proposed completion date is a good faith estimate, and is not a definite commitment to complete the Work by a date certain. **CONTRACTOR MAKES NO PROMISES OR REPRESENTATIONS CONCERNING THE DATE OF COMPLETION.** Owner agrees that Owner has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever. Owner agrees that

Contractor shall not be liable for any additional costs, expenses or damages whatsoever should the Work not be completed by an estimated completion date.

2.2 The relationship between Owner and Contractor is that of independent contracting parties. Nothing contained in the Contract Documents shall be construed to create an employer-employee, partnership, joint venture or other relationship between Owner and Contractor.

ARTICLE 3
CONTRACT SUM

3.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum. The Contract Sum shall be ___ninety eight five hundred and sixteen dollars($98,516_____) Dollars, subject to additions and deductions as provided in the Contract Documents.

1. **3.2** The Owner shall pay 50 percent of the Contract Sum (*i.e.* $49,258) to Contractor on substantial completion of the work. Balance of the payment ($49,258) will be due within 30 days of completion of the work.

3.3 All of Owner's obligations under this Agreement are unconditional and not contingent upon Owner's ability to obtain satisfactory financing, or any other condition. Owner is solely responsible for arranging financing sufficient to allow Owner to perform timely all of its obligations hereunder. Owner understands and agrees that at no time during the construction of the Work shall Contractor be responsible for payment of the cost of the Work out of Contractor's funds. Owner is solely responsible for repayment of all amounts borrowed under any financing obtained by Owner including, without limitation, all interest expenses.

Other exclusions, if any: _____See exhibit C_____

ARTICLE 4
PROGRESS PAYMENTS

4.1. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the maximum legal rate prevailing from time to time at the place where the Project is located.

Prime Rate Plus 3%.

ARTICLE 6
FINAL PAYMENT AND PUNCH LIST

6.1 Upon Substantial Completion of the Work, Contractor shall submit a final Application for Payment to Owner. Final payment, constituting the entire unpaid balance of the Contract Sum, including any retainage, shall be paid by the Owner to the Contractor within two (2) business days of receipt of final Application for Payment made by Contractor. Any dispute regarding payment shall be resolved in accordance with Article 12 of the General Conditions.

6.2 After Substantial Completion, Owner may submit one list of punch list items to be presented to Contractor up to seven (7) days prior to occupancy. Since Owner agrees that only one punch list will be created, Owner acknowledges and agrees that it is imperative that all necessary parties for Owner be present for the initial walk through and have input into development of this single punch list. Owner will return after punch list items are repaired for a final inspection of the property up to one (1) day prior to occupancy. No further items will be added to the punch list after final inspection. The parties agree that some punch list items

may be resolved after occupancy (*e.g.*, screens, landscaping, etc.). The punch list referenced herein is independent of the final Application for Payment, which is not subject to the timing of the repair of any punch list items.

ARTICLE 7
INSURANCE

7.1 The Contractor shall purchase and maintain insurance as set forth in Article 16 of the attached General Conditions.

Insurance certificate available upon request

ARTICLE 8
ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is the executed Agreement Between Owner and Contractor and the attached General Conditions.

8.1.2 Supplemental Conditions (attached as **Exhibit A**, if applicable).

8.1.3 Allowances as set forth on **Exhibit A**.

8.1.4 Other documents, if any, forming part of the Contract Documents are as follows:

a. Plans and specifications, if any, to be provided by Owner

8.2 In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order:

(a) Change Orders and written modifications to this Agreement;
(b) This Agreement with attached General Conditions;
(c) Supplemental Conditions to this Agreement, if any;
(d) Drawings, if any (large scale governing over small scale), specifications and addenda issued prior to the execution of this Agreement;
(e) Approved submittals, if any;
(f) Information furnished by the Owner; and
(g) Other documents listed in the Agreement.

Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

This Agreement entered into as of the day and year first written above.

OWNER: **CONTRACTOR:**

Roof Systems, Inc.

By: _____
(Signature)

_____
(Printed Name and Title)

By: _____
(Signature)

_____
(Printed Name and Title)

GENERAL CONDITIONS

ARTICLE 9
CONTRACT DOCUMENTS

9.1 The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and Contractor.

9.2 The term "Work" means the construction and services required by the Contract Documents whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 10
OWNER

10.1 The Owner shall furnish surveys and a legal description of the site, if required. The Contractor shall be entitled to rely upon the accuracy of any Owner-supplied information and data.

10.2 The Owner shall secure and pay for necessary approvals, easements, assessments and charges, if any, required for the work, use & occupancy of permanent structures or permanent changes in existing facilities.

10.3 Except as expressly set forth in Article 11.4, the Owner is responsible for all taxes, assessments, and charges levied by any governmental authority related to the construction of the Work or the Project site including, without limitation, all increases in tax resulting from an increase in the appraised or assessed value of the Project as a result of the construction of the Work.

10.4 Owner is solely responsible for furnishing to Contractor reasonable access to the Project site, including suitable areas for storage of materials and equipment during construction of the Work.

10.5 Owner is solely responsible for furnishing water, heat, electricity, sewer or septic service, and other utilities and services necessary for the construction of the Work and/or Owner's enjoyment of the improvements constructed on the Project site, and for payment of all utility connections, fees and monthly charges. Contractor is not responsible for furnishing any such utilities and no such sums are included in the Contract Sum. If Contractor is materially delayed by the unavailability of any required utilities, the estimated completion date will be extended by the period of delay.

10.5 Representations and Warranties. Owner represents and warrants to Contractor:

10.5.1 Owner is the fee simple owner of the real property on which the Project is located or a tenant pursuant to a lease agreement with the property owner, and has all requisite power and authority to authorize Contractor to construct the Work at the Project site. Owner has secured every consent or approval required in order for Contractor to commence construction of the Work.

10.5.2 Owner has access to sufficient cash or financing to pay the Contract Sum, including a reasonable reserve for overages due to increased costs or Change Orders.

10.6 Owner hereby agrees to indemnify, defend, and hold harmless Contractor and its officers, directors, owners, managing agents, attorneys, shareholders, related entities, successors, and assigns, from any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, and all other consequences of every kind, directly or indirectly resulting from the following: (i) any breach by Owner of any warranty, representation, agreement, covenant or obligation contained herein, and (ii) any services, construction, materials or other work created or supplied by Owner or any person acting at Owner's direction, other than Contractor and its subcontractors.

ARTICLE 11
CONTRACTOR

11.1 The Contractor shall supervise and direct the Work. The Contractor shall be responsible for and have control over means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract unless the Contract Documents give other specific instructions concerning these matters.

11.2 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

11.3 LIMITED WARRANTY – AS OWNER'S SOLE AND EXCLUSIVE WARRANTY (AND IN LIEU OF ALL IMPLIED WARRANTIES), CONTRACTOR PROVIDES OWNER WITH A LIMITED TWO (2) YEAR WARRANTY WHICH WARRANTS THE WORK, INCLUDING ALL LABOR AND MATERIALS, AGAINST DEFECTS AND THAT THE WORK WAS PERFORMED IN A GOOD AND WORKMANLIKE MANNER AND IN ACCORDANCE WITH APPLICABLE CODES AND INDUSTRY STANDARDS. Owner shall notify Contractor of any claims Owner may have under this limited two (2) year warranty within two (2) year of Substantial Completion or taking possession, whichever first occurs. Any such notification shall be in writing and sent by certified mail, return receipt requested to Contractor. It is further understood that this limited two (2) year warranty is not transferable and is solely for the benefit of the Owner. Contractor's sole obligation and Owner's sole and exclusive remedy for any claim under this limited warranty shall be to correct the portion of the Work that is claimed to be defective and that is covered by this limited warranty. This limited warranty belongs exclusively to Owner, and Owner may not assign this limited warranty or any of its rights thereunder. Any such purported assignment is void. CONTRACTOR HEREBY DISCLAIMS AND OWNER WAIVES ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF HABITABILITY, GOOD WORKMANSHIP, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

11.4 Unless otherwise provided in the Contract Documents, the Contractor shall pay sales, consumer use and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Owner shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work. Owner is also responsible for any local utility applications and/or fees, deposits, connection fees or normal recurring monthly fees for water, electric, gas, sewer or other utilities.

11.5 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if any Drawings and Specifications are observed by the Contractor to be at variance therewith.

11.6 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials.

11.7 The Contractor shall provide the Owner reasonable access to the Work in preparation and progress wherever located, consistent with Article 18.

11.8 The Contractor agrees to furnish shop drawings or samples as may be required by the Owner or Architect.

11.9 Contractor's responsibility for maintenance and protection of the improvements at the Project site terminates upon achievement of Substantial Completion and the issuance of a certificate of occupancy by the responsible governmental authority. After such time, Contractor shall have no responsibility for maintenance, protection or repair of any of the improvements, except for repair of punch-list items identified on the punch list.

11.10 Contractor is not responsible for damage or malfunction as a result of an act of God or by reason of the Owner's negligence, ordinary wear, or the abusive use or lack of proper maintenance of the Project. Contractor is not responsible for damage or malfunction as a result of the following: (i) defects in items installed or alteration made by Owner or anyone else other than Contractor and its subcontractors, (ii) loss or injury due to the elements, (iii) conditions resulting from condensation on, or expansion or contraction of materials, and (iv) defects which are the result of characteristics common to the materials used, such as, but not limited to, warping and deflection of wood; fading, caulking and cracking of paint due to weather conditions; cracking due to drying and curing of concrete, drywall, brick and masonry; drying, shrinking, and cracking of concrete, drywall, brick, masonry, caulking and weather stripping.

11.11 The Contractor shall indemnify and hold harmless the Owner and its officers, directors, owners, managing agents, attorneys, shareholders, related entities, successors, and assigns, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, or anyone directly or indirectly employed by or anyone for whose acts they may be liable.

ARTICLE 12
DISPUTE RESOLUTION/LIMITATION OF LIABILITY

12.1 Any and all claims and disputes relating to this Agreement shall be subject to mediation as a condition precedent to arbitration. The mediation will be conducted in Nashville, Tennessee in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association (the "Rules"). Each party shall bear its own costs of mediation and pay one-half of the costs and expenses of the AAA and the mediator.

12.2 If mediation is unsuccessful, either party may commence arbitration by filing a written demand for arbitration in accordance with the Rules. Any arbitration shall be held in Nashville, Tennessee and shall be conducted before a single arbitrator in accordance with the Rules.

12.3 CONTRACTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS OR REVENUE OF ANY KIND, WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. IN NO EVENT SHALL THE TOTAL COLLECTIVE LIABILITY OF CONTRACTOR, ITS EMPLOYEES, DIRECTORS, MEMBERS, OWNERS, OFFICERS, CONTRACTORS, SUBCONTRACTORS OR AGENTS FOR ANY CLAIM, REGARDLESS OF VALUE OR NATURE, EXCEED THE AMOUNT PAID PURSUANT TO THIS AGREEMENT FOR THE WORK THAT IS THE SUBJECT MATTER OF THE CLAIM.

ARTICLE 13
CHANGES IN THE WORK/MATERIAL COST ESCALATION

13.1 The Owner must timely request any desired change to the Work in order to permit scheduling and completion with minimum interruption. Upon agreement by both the Owner and the Contractor, the Work may be changed consisting of additions, deletions, or other revisions, with the Agreement price and the estimated completion date being adjusted accordingly. Such changes in the Work shall be agreed upon by a written change order signed by both parties.

13.2 Notwithstanding any other provision of this Agreement, if the Owner by way of email, text, letter (or other similar written communication) directs, requests, or agrees to allow the Contractor to perform additional work and the formal change order requirements are not met, the Contractor shall be paid regardless of whether a formal change order is executed or not.

13.3 Owner (if more than one) hereby acknowledges that any Owner signatory to this Agreement can individually authorize and approve a Change Order. Each Owner signatory is designed an attorney-in-fact for every other Owner signatory for this limited purpose, and Contractor may rely and act upon any Change Order signed by any Owner signatory.

ARTICLE 14
PAYMENTS AND COMPLETION

14.1 Payments shall be made as provided in Articles 4 and 6 of this Agreement.

14.2 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

.1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled; or

.2 failure of the Work to comply with the requirements of the Contract Documents.

Acceptance of final payment by the Contractor shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final Application for Payment.

14.3 Contractor reserves the right to suspend the Work or, if necessary, to terminate this Agreement if any payment is not made timely by Owner. If Contractor is required to suspend Work because of Owner's failure to make a progress payment timely, Owner shall be responsible for all costs of de-mobilization and re-mobilization, and will pay all such costs timely upon submission by Contractor. In addition, Contractor shall have all rights and remedies available at law and equity including, without limitation, lien rights as provided under Tennessee law.

ARTICLE 15
HAZARDOUS MATERIAL

15.1 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

15.2 Owner is advised to conduct its own investigation regarding the presence of hazardous substances on the Project site. Contractor is not obligated to perform any such investigation and does not and cannot warrant the Project against the presence of hazardous substances on the Project site.

15.3 CONTRACTOR DISCLAIMS AND OWNER WAIVES ANY RESPONSIBILITY THAT CONTRACTOR MAY HAVE FOR THE PRESENCE OF ANY TOXIC OR HAZARDOUS CONDITION INCLUDING, BUT NOT LIMITED TO, ANY FOUND IN THE BUILDING STRUCTURE(S), SOIL, SUBSOIL, OR GROUNDWATER. SUCH TOXIC OR HAZARDOUS CONDITIONS SHALL INCLUDE, BUT ARE NOT LIMITED TO THE PRESENCE OF UNDERGROUND STORAGE TANKS, RADON CONTAMINATION, ASBESTOS CONTAMINATION, MOLD OR CONTAMINATION OF ANY SUBSTANCE CLASSIFIED AS EITHER TOXIC OR HAZARDOUS BY THE FEDERAL, STATE, OR LOCAL AUTHORITIES. CONTRACTOR FURTHER DISCLAIMS ANY RESPONSIBILITY FOR, AND OWNER ACKNOWLEDGES THAT CONTRACTOR HAS NO RESPONSIBILITY TO INVESTIGATE, REMOVE, OR REMEDIATE THE PRESENCE OF SUCH TOXIC OR HAZARDOUS CONDITIONS, WHICH MAY EXIST.

ARTICLE 16
INSURANCE

16.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include liability insurance applicable to the Contractor's obligations.

16.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

16.3 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall be on an all-risk policy form and shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

ARTICLE 17
CORRECTION OF WORK

17.1 The Contractor shall promptly correct Work failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not installed or completed and shall correct any Work not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Completion of the Contract or by terms of any applicable warranty required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor. As a condition precedent to any repair obligation, and notwithstanding the above, Contractor shall receive advance written notice of any such rejected or non-conforming Work from the Owner and Contractor shall be given a reasonable time within which to repair the same.

17.2 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Article 17.1 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

ARTICLE 18
PROJECT SITE VISITS BY OWNER/COMMUNICATION WITH SUBCONTRACTORS

18.1 Owner agrees and acknowledges that the project site, while under construction, can be dangerous and/or hazardous due to a number of factors, many of which are beyond the control or knowledge of the Contractor. Owner and/or their invitees therefore come onto the project site at their own risk. Owner shall hold harmless, indemnify and defend Contractor and its officers, directors, employees, and agents, and their heirs, successors, and/or assigns, from any injury to person or property of Owner or their guests and/or invitees while visiting the project site under construction.

18.2 Owner acknowledges that by voluntarily entering upon the construction site that hazardous conditions exist and with those conditions certain risks and dangers exist. The Owner will assume the risk set forth and agrees to release, indemnify and hold harmless Roof Systems, Inc. and its officers, directors, employees, and agents from any liability resulting from the negligence or any other acts of Roof Systems, Inc. suffered on the construction site. **OWNER IS AWARE THAT THIS IS A RELEASE OF LIABILITY THAT LIMITS OWNER'S RIGHT TO SUE ROOF SYSTEMS, INC. IN THE EVENT OF INJURY, DEATH, OR PROPERTY DAMAGE TO OWNER. OWNER SIGNS THIS CONTRACT OF ITS OWN FREE WILL, KNOWINGLY, AND VOLUNTARILY.**

18.3 Any site visits by Owner shall be limited to normal business hours of Contractor and shall be coordinated with Contractor in advance.

18.4 Owner agrees not to communicate with or to issue instructions to Subcontractors and laborers. Owner agrees to direct all communication through Contractor, including, but not limited to, the scheduling and coordination of any work relating to the project.

ARTICLE 19
GOVERNING LAW.

19.1 The Contract shall be governed by the law of Tennessee without regard to principles of conflicts of law except that the arbitration provision shall be governed by the Federal Arbitration Act.

ARTICLE 20
STOPPING THE WORK/TERMINATION OF THE CONTRACT/ATTORNEYS' FEES

20.1 If the Owner fails to make timely payment to Contractor, the Contractor may immediately stop work without being deemed in breach of this Contract pending payment and/or resolution of any dispute.

20.2 In the event of any Owner default, Contractor may, upon seven (7) days' written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit and any other applicable damages.

20.3 In case of termination by the Owner, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

20.4 Should the Owner default in any of the provisions of this Contract, and should Contractor employ an attorney to enforce any provisions hereof, or to collect damages for the breach of this Agreement, Owner agrees to pay Contractor such reasonable attorneys' fees, costs and expenses, including any expert and consultant fees and expenses.

ARTICLE 21
DEFINED TERMS

21.1 "Substantial Completion" shall occur when (i) the Project has been constructed to the point that only minor or Punch List items remain to be performed and/or (ii) the local governmental authority has issued a certificate of occupancy.

City of Columbia
Columbia Aquatics Center
1446 Oak Springs Dr
Columbia, TN 38401

4/14/26
Attention:Colton Warfield,

Thank you for the opportunity to provide a quote for the above referenced project. We are grateful and look forward to the chance to work for you. Should you have any questions, please feel free to contact me at any time.

EXHIBIT

Scope f Work: Approximately 1,800 sq. ft.

- Perform all work according to OSHA regulations
- Remove existing roofing materials down to structural concrete roof deck
- Supply and install a layer of 1.5" insulation for base layer at this section
- Supply and install a tapered insulation package at 1/8" per foot to provide slope for the roof to drain on 2 sides of gutter
- Supply and install 60-Mil Fully Adhered TPO Roof System, installed to meet manufacturer's specifications
- Flash all penetrations per manufacturer's specifications
- Supply and install fabricated 24-gauge coping for one edge of roof
- Supply and install tbar and counterflashing at the divider wall of bump up section above this roof level
- Supply and install gutters and downspouts at the front and side sections where they are currently, all metal to be 24 gauge kynar 500 finish, colors to be selected from manufacturer's standard color chart
- Supply a 20-year manufacturer's warranty

TOTAL COST....49,042

Exclusions:

- **No EIFS, wood blocking, or sheathing**
- **Any screen wall panels, any metal panels**
- **Metal canopies**
- **Anything not included in the above scope of work**

Sincerely,
Bryan Cagle
bcagle@roofsystems-inc.com
Commercial Sales
(931) 398-5977

City of Columbia
Columbia Aquatics Center
1446 Oak Springs Dr
Columbia, TN 38401

4/14/26
Attention:Colton Warfield,

Thank you for the opportunity to provide a quote for the above referenced project. We are grateful and look forward to the chance to work for you. Should you have any questions, please feel free to contact me at any time.

EXHIBIT A

Scope of Work: Approximately 9,800 sq. ft.

- Perform all work according to OSHA regulations
- Remove ballast from one area to the next in order to remove existing EPDM membrane and install new 60 mil EPDM membrane prior to moving ballast back to the new section.
- Repeat this process until new roof is on throughout the entire section and then redistribute the ballast over the whole section
- Install new membrane per manufacturer's specifications and leave seams exposed for manufacturer's inspection prior to covering with ballast
- Flash all penetrations per manufacturer's specifications
- Remove existing edge metal and replace with new, all metal to be 24 gauge kynar 500 finish, colors to be selected from manufacturer's standard color chart
- Supply a 20-year manufacturer's warranty

TOTAL COST....49,418

Exclusions:

- **No EIFS, wood blocking, or sheathing**
- **Any screen wall panels, any metal panels**
- **Metal canopies**
- **Anything not included in the above scope of work**

Sincerely,
Bryan Cagle
bcagle@roofsystems-inc.com
Commercial Sales
(931) 398-5977

City of Columbia
Columbia Aquatics Center
1446 Oak Springs Dr
Columbia, TN 38401

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Attention:Colton Warfield,

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EXHIBIT A

Scope of Work: Approximately 9,800 sq. ft.

- Perform all work according to OSHA regulations
- Remove ballast from one area to the next in order to remove existing EPDM membrane and install new 60 mil EPDM membrane prior to moving ballast back to the new section.
- Repeat this process until new roof is on throughout the entire section and then redistribute the ballast over the whole section
- Install new membrane per manufacturer's specifications and leave seams exposed for manufacturer's inspection prior to covering with ballast
- Flash all penetrations per manufacturer's specifications
- Remove existing edge metal and replace with new, all metal to be 24 gauge kynar 500 finish, colors to be selected from manufacturer's standard color chart
- Supply a 20-year manufacturer's warranty

TOTAL COST....49,418

Exclusions:

- **No EIFS, wood blocking, or sheathing**
- **Any screen wall panels, any metal panels**
- **Metal canopies**
- **Anything not included in the above scope of work**

Sincerely,
Bryan Cagle
bcagle@roofsystems-inc.com
Commercial Sales
(931) 398-5977

City of Columbia
Columbia Aquatics Center
1446 Oak Springs Dr
Columbia, TN 38401

4/14/26
Attention:Colton Warfield,

Thank you for the opportunity to provide a quote for the above referenced project. We are grateful and look forward to the chance to work for you. Should you have any questions, please feel free to contact me at any time.

EXHIBIT

Scope f Work: Approximately 1,800 sq. ft.

- Perform all work according to OSHA regulations
- Remove existing roofing materials down to structural concrete roof deck
- Supply and install a layer of 1.5" insulation for base layer at this section
- Supply and install a tapered insulation package at 1/8" per foot to provide slope for the roof to drain on 2 sides of gutter
- Supply and install 60-Mil Fully Adhered TPO Roof System, installed to meet manufacturer's specifications
- Flash all penetrations per manufacturer's specifications
- Supply and install fabricated 24-gauge coping for one edge of roof
- Supply and install tbar and counterflashing at the divider wall of bump up section above this roof level
- Supply and install gutters and downspouts at the front and side sections where they are currently, all metal to be 24 gauge kynar 500 finish, colors to be selected from manufacturer's standard color chart
- Supply a 20-year manufacturer's warranty

TOTAL COST....49,042

Exclusions:

- **No EIFS, wood blocking, or sheathing**
- **Any screen wall panels, any metal panels**
- **Metal canopies**
- **Anything not included in the above scope of work**

Sincerely,
Bryan Cagle
bcagle@roofsystems-inc.com
Commercial Sales
(931) 398-5977

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 AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND PATH COMPANY TO REPLACE THE ENTIRE HVAC SYSTEM FOR THE COLUMBIA AQUATICS AND RECREATION CENTER IN THE AMOUNT OF $550,000.

RECOMMENDATION: Approve.

INFORMATION: Due to the age of the current HVAC system at the Columbia Aquatics and Recreation Center and approaching the end of expected service life, we are in need of replacing these units. Currently, we are experiencing multiple equipment failures and inconsistent temperatures throughout the building. Replacing the current units will greatly improve comfort, improve indoor air quality and reduce downtime associated with repairs as failures happen. Additionally, upgrading the thermostats will improve system communication, scheduling capabilities and alarm monitoring.

CERTIFICATION: The Chief Financial Officer certifies that $550,000 is budgeted and unencumbered in Capital Projects - Columbia ARC - Parks & Recreation Facilities.

ATTACHMENTS: Staff Report, PATH contract

ENERGY EQUIPMENT INSTALLATION CONTRACT

This contract entered into on May 20, 2026 between Path Company, LLC, hereinafter called the "ESCO" and City of Columbia hereinafter called the "Owner" (collectively, "Parties" or individually, "Party").

WITNESSETH that the ESCO and the Owner, in consideration of the mutual covenants, promises and contracts herein contained agree as follows:

The ESCO will provide all Professional Work; engineering; design; procurement; and installation of the infrastructure improvements ("Equipment") (collectively, the "Program") indicated in Exhibit A - Scope of Work ("Work"), to deliver a complete installation. All Work will be subject to the terms and conditions herein. Including all Exhibits (collectively, the "Contract"). For purposes of this Contract, "Premises" shall include, but is not limited to, the buildings/facilities owned and operated by Owner listed in Exhibit A (Scope of Work) and located at Premises.

The purchase price for the Work will be **$461,500.00.**

The Work performed under this Contract will be substantially complete and ready for Owner's beneficial use within an estimated 12 months following Owner's acceptance and the ESCO's approval of this Contract and signed notice to proceed (Exhibit B) has been received by the ESCO. **The ESCO cannot proceed until a written Notice to Proceed (Exhibit B) is forwarded by the Owner.**

This Professional Work was procured in accordance with Tennessee Code § 12-4-110.

This Agreement is proprietary property of the ESCO and is provided for Owner's use only. The ESCO guarantees the price stated in this Contract for thirty (30) days from the written date above. The Agreement will become a binding Contract only after acceptance by Owner and approval by an officer of the ESCO as authorized by their signatures below. This Contract, including all Exhibits and Attachments hereto, sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of the ESCO which is not expressed herein.

SCOPE OF CONTRACT: The ESCO shall provide the services and Work to the Owner as set forth in the Contract.

THE CONTRACT DOCUMENTS SHALL CONSIST OF:

(1) This signed form
(2) The following Exhibits:
   a. Exhibit A – Scope of Work
   b. Exhibit B – Notice to Proceed
   c. Exhibit C – Certificate of Substantial Completion
   d. Exhibit D – Certificate of Final Completion and Acceptance
   e. Exhibit E – Hazardous Materials
   f. Exhibit F – IRS 179D Authorization Letter
   g. Exhibit G - Project Payback Documentation

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OWNER'S AUTHORIZED REPRESENTATIVE(S): Owner designates the following individual(s), and any successors to the positions noted, as the representative(s) of Owner with authority to execute on behalf of the Owner (the "Authorized Representative") the Certificate of Substantial Completion and Acceptance, any Zero Dollar Change Order, and the Certificate of Final Completion and Acceptance:

Authorized Representative(s)	Position/Title

Owner may change any Authorized Representative(s) by providing written notice to the ESCO at least fourteen (14) calendar days prior to the effective date of the change. Such change shall only be effective with respect to acts occurring after the required notice.

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TERMS AND CONDITIONS

SECTION 1.0 PAYMENTS TO THE ESCO

Section 1.1 Construction Payments. Upon execution hereof, INITIAL PAYMENT of 10% of the Contract Price (for engineering, drafting, mobilization, and other costs) and Investment Grade Audit (IGA) fee shall be due. Owner agrees to make construction installment payments to the ESCO, or its assignee, for the Work in accordance with the terms and conditions of this Contract. Payments shall be based on percentage of project completion. On a monthly basis, the ESCO will present to Owner a statement of values that details the percentage of the Work completed to date. The invoiced amount shall then be based on the respective percentage of the Contract Price. Constriction Payments shall be due thirty (30) days from the date of the invoice. Owner's obligation to make the Construction Payments shall be absolute and unconditional in all events except as expressly set forth. After acceptance of the Equipment, Owner covenants that it will not assert any right to set off, counterclaim, abate, or recoupment of the Payments. If Owner establishes an escrow account to make payment, the Owner shall authorize disbursements from such escrow account established and maintained pursuant to any escrow Contract entered into between Owner and any third-party financing company based on monthly draw requests from the ESCO under this Section.

Section 1.2 If applicable and only to the extent permitted by applicable law, any tax benefits or deductibles related to the energy efficiency improvements including, but not limited to, those under section 179D of the Internal Revenue Code, will be allocated or assigned to the ESCO. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Work has been placed in service pursuant to Section 179D, Owner agrees to allocate the tax deduction available under Section 179D solely to the ESCO pursuant to Section 179D(d)(4) and shall provide the written form (as Exhibit F attached) of allocation to the ESCO that is required by the Internal Revenue Service.

SECTION 2.0 CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION APPROVAL

Section 2.1 Construction Procedures and Changes to Work. The ESCO shall supervise and direct the Work using qualified and, where required by law, licensed personnel. The ESCO shall have exclusive control over construction means, methods, techniques, sequences and procedures. The ESCO shall at all times have the right to replace, delete or substantially alter any item of equipment, subcontractor or part of the Work, correct any work, revise any procedures included in this Contract, or take any other actions, provided, however, that the ESCO shall obtain Owner's prior written consent to material deviations from the original scope or item of equipment. Said consent shall not to be unreasonably withheld, conditioned or delayed. The ESCO, in its sole discretion shall have the right to terminate and/or replace personnel performing the Work, including subcontractors.

Section 2.2 The ESCO shall perform all professional services with the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time

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in the same locality. The ESCO's professional services include and are limited to engineering design consisting of a survey of the Premises for purposes of designing the Program.

the ESCO shall provide overall coordination and management of the Work. The ESCO shall ensure all Work is completed in a good and workmanlike manner. The ESCO's Work shall include and be limited to:

Procurement, Installation, Start-Up: Subject to other provisions of this Contract, the ESCO will act as a turn-key general contractor assuming total responsibility for the procurement of labor and material for installation and start-up of Equipment, including: selecting subcontractors; awarding subcontracts; receiving and evaluating submitted drawings on the equipment; progress inspections during installation; developing and presenting subcontractor punch lists after each inspection; receiving and evaluating record drawings and providing same to Owner upon completion; obtaining and providing to Owner operation and maintenance manuals from subcontractors; providing for training of Owner personnel on proper operation of the newly installed Equipment; and final inspection and recommendation for approval to the Owner for acceptance of the equipment.

Section 2.3 Systems Startup and Equipment Commissioning: The ESCO shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified by the manufacturer and prior to acceptance of the project by Owner. The ESCO shall provide notice to the Owner of the scheduled test(s) and the Owner and its designees shall have the right to be present at any or all such tests conducted by the ESCO or manufacturers of the Equipment. The ESCO shall be responsible for correcting or assigning to third parties (including Equipment manufacturer) all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures.

Section 2.4 Permits and Governmental Fees. The ESCO shall secure (with Owner's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work and which are legally required to be obtained in the ESCO's or its subcontractor's name. Owner is responsible for necessary private and governmental approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. Owner is responsible for the governmental or regulatory permits, if any, identified in Exhibit A.

Section 2.5 Substantial Completion. The ESCO may provide written notice to Owner that one (or more) of the items described in Exhibit A (each, a "Service Element") is substantially complete and request that Owner issue a Certificate of Substantial Completion and Acceptance ("Certificate") with respect to such Service Elements, substantially in the form of Exhibit C. Substantial Completion with respect to a Service Element is the date when the specified Work has been performed or installed and is operating as required by this Contract, with only minor work remaining as may be specified on a punch list agreed to by Owner and the ESCO and, if applicable, annexed to Certificate. Owner shall within fourteen (14) days following receipt of Certificate inspect the specified Service Element and either execute

ESCO Initials _____ Owner Initials _____

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Certificate or reject such Certificate setting forth in detail the reasons for such rejection. If Owner fails to accept or reject the Certificate within such fourteen (14) day period, Owner shall be deemed to have accepted the Work outlined in Certificate and the Substantial Completion Date with respect to the applicable Service Element shall be deemed the date such certificate was issued. If Owner timely and properly rejects Certificate, the ESCO will correct deficiencies in the Work and will issue another Certificate to Owner. The procedure set forth above shall be repeated until Certificate has been executed or deemed executed by the Owner. Owner's acceptance of Certificate shall not be unreasonably withheld, conditioned or delayed by Owner. Exhibit C may specify the responsibilities between Owner and the ESCO for Energy Savings Contract and any adjustment of compensation therefor.

Section 2.6 Final Completion. Upon Owner's receipt of written notice from the ESCO that the Work is ready for final inspection and acceptance, Owner and the ESCO shall inspect the Work and determine whether the same has been performed in accordance with this Contract. If Owner considers the Work complete and performed in accordance with this Contract, Owner shall issue a Certificate of Final Completion and Acceptance ("Final Certificate"), substantially in the form attached hereto as Exhibit D, to be executed by the Authorized Representative(s) of Owner. In the event the ESCO presents Final Certificate to Owner for execution and, within fourteen (14) calendar days from the date noted in Final Certificate as the date of such presentation, Owner fails to deliver an executed original of Final Certificate to the ESCO and does not provide to the ESCO written objections to issuance of Final Certificate, identifying the specific parts of Work the Owner believes have not been completed and providing specific facts in support of Owner's belief that Work have not been finally completed, the Date of Final Completion shall be the date noted in Final Certificate as the date Final Certificate was submitted to Owner.

Section 2.7 Delays. If the ESCO is delayed in the commencement or completion of any part of the Work due to an Event of Force Majeure, due to the acts or omissions of Owner or any of its affiliates or any of their respective employees, representatives, agents, contractors, lenders, successors or assigns (each, an "Owner Representative, and collectively, "Owner Representatives") or failure of any Owner Representative to perform its obligations under this Contract or to cooperate with the ESCO in the timely performance of the Work, Concealed or Unknown Conditions (as defined in Section 2.10), or any other conditions beyond the control of the ESCO, then the ESCO will notify Owner in writing of the existence, extent of, and reason(s) for such delay(s). The ESCO shall be entitled to a change order to extend the time for completion of the Work or the cost for furnishing the Work to the extent reasonably affected by such delays.

Section 2.8 Equipment Location and Access. Owner shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of Equipment and the performance of the Work, including sufficient areas for staging, mobilization, and storage. Owner shall provide access to the Premises for the ESCO and its contractors or subcontractors during regular business hours, or such other hours as may be requested by the ESCO and acceptable to Owner, to perform the Work. The ESCO's access to correct any emergency condition shall not be unreasonably restricted by Owner.

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Section 2.9 Utilities During Construction. Owner shall provide the ESCO access to existing water, heat, and utilities and shall pay for such utilities consumed by the ESCO during performance of the Work. The ESCO shall install and pay the cost of any temporary facilities not already in existence that will be required during construction for accessing such water, heat, and utilities.

Section 2.10 Concealed or Unknown Conditions. The ESCO shall promptly notify Owner if it encounters the following conditions at the Premises: (i) subsurface or otherwise concealed physical conditions or (ii) unknown physical conditions of an unusual nature that differ from those conditions ordinarily found to exist in construction activities of the type and character as the Work and/or (iii) asbestos, lead paint or any other Hazardous Material. If such conditions cause an increase in the ESCO's cost of, or time required for, performance of any part of the Work, the ESCO shall be entitled to an equitable adjustment to the Contract Price and/or the project schedule and the ESCO and Owner shall agree, by change order, on how to proceed and the extent of any adjustment to the time required for performance of the Work and to the Contract Price, in light of the differing conditions and any adjustments that may be required to the Energy Savings Contract. If the parties are unable to reach agreement on an appropriate change order, either Party may terminate this Contract by delivery of written notice in accordance with Section 3.5.

Section 2.11 Equitable Adjustment

(a) The ESCO shall be entitled to an equitable adjustment to the Work, the Contract Price, the project schedule and/or the Energy Savings Contract (in each case, to the extent affected) upon occurrence of any of the following events:

1. the Work is delayed, suspended or accelerated by any Owner Representative;
2. failure by Owner to timely perform its obligations hereunder;
3. a Change in Law (as defined in Section 2.13), or a change in permitting requirements or other governmental approvals occurs after the date of this Contract;
4. the occurrence of an Event of Force Majeure, as defined in Section 11.4, affecting the Work;
5. any change to the Work is requested or directed by Owner
6. the ESCO encounters a concealed or unknown condition as described in Section 2.10; or
7. the occurrence of any delay identified in Section 2.7.

(b) Procedure. If the ESCO is entitled to an equitable adjustment, as described in subsection (a), the ESCO shall submit a proposed change order to Owner for its review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Owner shall either (i) execute and deliver to the ESCO such change order as provided by the ESCO; or (ii) request that certain amendments or modifications be made to such change order. If Owner requests amendments or modifications to the change order, the Parties shall negotiate in good faith and shall promptly agree on and execute an amended change order. All executed change

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orders are hereby incorporated by reference into this Contract. If the parties are unable to agree on the terms and conditions of a change order, the ESCO may either (i) perform the Work and Owner shall compensate the ESCO for such performance on a time and material basis in accordance with the ESCO's then current prices and procedures, or (ii) terminate this Contract by notice to Owner, which termination shall be deemed termination without cause pursuant to Section 3.5.

Section 2.12 Damage to Equipment; Casualty or Condemnation of Premises. Any fire, flood, other casualty or condemnation affecting any portion of the Premises shall permit the ESCO to modify any affected Baseline applicable to the Energy Savings Contract to account therefor. If any fire, flood, other casualty, including Event of Force Majeure or condemnation renders a majority of the Premises incapable of being occupied or destroys a substantial part of the area(s) within which the Work is/are to be performed, the ESCO may terminate this Contract, effective immediately, by delivery of a written notice to Owner, which termination shall be deemed termination pursuant to Section 3.5. If any significant item of Equipment furnished hereunder is destroyed, irreparably damaged or stolen by the negligence or willful misconduct of an employee, agent or invitee of Owner, and if Owner fails to repair or replace said item within a reasonable period of time agreed to by the ESCO, the ESCO may terminate this Contract, effective immediately, which termination shall be deemed a termination pursuant to Section 3.5.

Section 2.13 Change in Law. The Parties agree that if any governmental authority or public utility enacts, promulgates, or otherwise makes effective any new applicable law or tariff or amends, modifies, or changes in any way the text, interpretation, or application of any existing applicable law or tariff, including, but not limited to any changes in the utility rate structure (collectively referred to herein as "Change in Law"), then (i) if such Change in Law occurs prior to Final Completion and renders it illegal, impracticable, or impossible for either Party to perform or comply with any material obligations of this Contract, either Party may terminate this Contract upon ten (10) business days notice to the other Party and such termination shall be deemed termination pursuant to Section 3.5 hereof, or (ii) if such Change in Laws occurs after Final Completion and renders it illegal, impracticable, or impossible for either Party to perform or comply with any material obligation under this Contract, then either Party shall be entitled to terminate this Contract (including the Energy Savings Contract) upon ten (10) business days' notice to the other Party without any liability to the other Party (except for payment by Owner of amounts due for any completed Work or Performance Period Work which remain unpaid as of the effective date of such termination). Notwithstanding anything to the contrary herein and to the fullest extent permitted by Tennessee state law, the ESCO shall not be liable for any failure to meet the Energy Savings Contract or for any shortfall thereunder resulting, directly or indirectly, from a Change in Law.

SECTION 3.0 OWNER'S OBLIGATIONS

Section 3.1 Access to Premises. Owner shall provide the ESCO with access to the Premises, with or without prior notice to Owner, to inspect for the ESCO's benefit the Work or to validate Owner's performance of its responsibilities.

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Section 3.2 Representations, Warranties and Covenants of Owner. Owner hereby represents, warrants, and covenants to the ESCO that:

(a) Owner has furnished, or caused others to furnish, and will continue to furnish to the ESCO, promptly as information becomes available, accurate and complete data concerning energy usage for, and other information pertaining to, the Premises, including but not limited to the following:

i. utility records for the 24-month period preceding the date hereof and throughout the Term;
ii. occupancy and usage information, including current representative tenant leases, for the 24-month period preceding the date hereof and throughout the Term;
iii. written surveys or descriptions of heating, cooling, lighting or other systems or energy requirements and any changes thereto;
iv. descriptions of all energy consuming or saving equipment used on or affecting the Premises;
v. any energy or environmental audits relating to all or any part of the Premises;
vi. any service or maintenance agreement(s) regarding any heating, cooling, lighting or other building systems, or part thereof;
vii. construction drawings ("as-builts") in existence as of the date hereof or developed during the Term; and
viii. a description of energy management procedures presently utilized by Owner for the Premises and any revisions thereto throughout the Term.

(b) Owner has provided the ESCO with all records heretofore requested by the ESCO and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be, true and accurate in all material respects except as may be disclosed to the ESCO by Owner in writing; and

(c) Owner has not entered into any contracts or agreements with other persons or entities regarding the provision of energy management Work or with regard to any servicing of any of the energy related equipment located on the Premises, except as heretofore disclosed to the ESCO in writing by Owner; and

(d) Until the Date of Final Completion of this Contract, Owner will not enter into any contracts or agreements with other persons or entities regarding the provision of Professional Work or with regard to any servicing of any of Equipment furnished by the ESCO hereunder, without prior written consent of the ESCO; and

(e) Owner presently intends to continue to use the Premises in a manner similar to its present use, except as may have been disclosed to the ESCO by Owner in writing; and

(f) No part of the Equipment controlled by the ESCO will be placed in a permanent "on" operating mode or manually controlled and, until the Date of Final Completion, Owner shall permit only the ESCO personnel or other qualified providers to repair, adjust or program Equipment installed or controlled by the ESCO, except in the event of an emergency, in which event Owner may remedy the

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emergency and shall notify the ESCO as soon as possible of the existence of the emergency and measures taken by Owner; and

(g) Owner has disclosed in writing to the ESCO the existence and location of all known or suspected asbestos and other Hazardous Materials included but not limited to the Premises; and

(h) Owner will provide the ESCO with copies of any successor or additional contracts for management or servicing of preexisting equipment that may be executed from time-to-time hereafter within ten (10) days after execution thereof and information or Work under Owner's control shall be furnished promptly by Owner; and

(i) The execution, delivery and performance by Owner of this Contract does not violate any provision of law and does not conflict with or result in a breach of any order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or Owner's respective charter or by-laws or create a default under any agreement, bond, note or indenture to which Owner is a Party or by which Owner is bound or to which any of Owner's property is subject; and Owner has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, if Owner is a governmental entity or instrumentality thereof, Owner has complied with all laws and regulations relative to bidding or procurement of the Work hereunder; and

(j) the Contract has been duly authorized, executed and delivered by Owner, and constitutes the valid and legally binding obligation of Owner, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles of general application relating to or affecting the enforcement of creditor's rights and remedies;

(k) Owner shall notify the ESCO within twenty-four (24) hours of Owner's receipt of actual or constructive notice of (1) any material malfunction in the operation of Equipment installed or equipment affected by the Work provided pursuant to this Contract or (2) any interruption or alteration of the energy supply to the Premises; and

(l) Owner acknowledges and agrees that the Performance Period Work will be performed by the ESCO or on behalf of the ESCO by an ESCO authorized service provider; and

(m) Owner is the fee owner of the Premises and the real estate upon which the Premises are located.

Section 3.3 Owner Default. Each of the following events or conditions shall constitute a default by Owner (each, an "Owner Default"):

(a) Failure by Owner to timely pay or cause to be paid amounts due the ESCO in accordance with the provisions of this Contract and applicable law;

(b) Any representation or warranty furnished by Owner in this Contract is false or misleading in any material respect when made;

(c) Any default by Owner under any instrument or agreement (i) related to the financing or leasing of all or any part of Work or Equipment hereunder and/or (ii)

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granting to any person or entity a security interest in and to Equipment to be installed or furnished hereunder without the ESCO's express written consent;

(d) Any failure by Owner to perform or comply with any material provision of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Owner demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Owner fails to promptly begin to cure and diligently proceed to completion thereof;

(e) The commencement of any voluntary proceedings in bankruptcy or receivership by Owner, the commencement of any involuntary proceeding in bankruptcy or receivership against Owner which is not stayed or dismissed within ninety (90) days from the filing date thereof, Owner shall become insolvent, make a general assignment for the benefit of creditors, or Owner shall fail to pay its debts as and when they become due.

Section 3.4 The ESCO Default. Each of the following events or conditions shall constitute a default by the ESCO (each, a "ESCO Default"):

(a) Any representation or warranty furnished by the ESCO in this Contract is false or misleading in any material respect when made;

(b) Any failure by the ESCO to perform or comply with any material provision of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to the ESCO demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, the ESCO fails to promptly begin to cure and diligently proceed to completion thereof; or

(c) The commencement of any voluntary proceedings in bankruptcy or receivership by the ESCO, the commencement of any involuntary proceeding in bankruptcy or receivership against the ESCO which is not stayed or dismissed within ninety (90) days from the filing date thereof, the ESCO becomes insolvent, or the ESCO makes a general assignment for the benefit of creditors.

Section 3.5 Termination by the ESCO Due to Owner Default. If an Owner Default has occurred and is continuing, the ESCO may immediately suspend all or a portion of the Work at the ESCO's discretion and/or terminate this Contract by fourteen (14) day written notice to Owner, if Owner fails to cure within the fourteen (14) day cure period. If Owner cures within the fourteen day cure period, the ESCO shall not terminate this Contract and resume any suspended Work or portion thereof. In the event the ESCO terminates this Contract for an Owner Default, the ESCO shall be entitled to any damages sustained by the ESCO, including the cost of terminating orders or subcontracts for labor or material and the price of any specially manufactured items, whether in production or delivered. In addition, the ESCO may exercise any right or remedy available to the ESCO at law or in equity. In the event the ESCO terminates this Contract for an Owner Default, the ESCO shall be entitled to any damages sustained by the ESCO, including reasonable attorney fees and costs incurred by the ESCO as a result of Owner's default. In addition, the ESCO may exercise any right or remedy available to the ESCO at law or in equity

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Section 3.7 Termination by Owner Due to the ESCO Default. If an ESCO Default has occurred and is continuing, Owner may terminate this Contract by fourteen (14) days written notice to the ESCO identifying the default. In the event, the ESCO commences a cure within fourteen (14) days of Owner's written notice of an ESCO Default, Owner is not permitted to terminate this Contract. In the event Owner terminates this Contract for an ESCO Default, Owner may take possession of the Premises together with all materials thereon and move to complete the Work itself expediently. In completing the Work, Owner shall use its commercially reasonable efforts to minimize its damages and to utilize (and pay for) any materials or equipment or any specially manufactured or fabricated equipment delivered by the ESCO to the Premises or which are in the process of being manufactured, fabricated and/or delivered (provided that the ESCO shall not be obligated to ship any such equipment unless Owner provides the ESCO adequate assurance of payment therefor). If the unpaid balance of the Contract Price exceeds the expense of finishing the Work, the excess shall be paid to the ESCO, but if the expense exceeds the unpaid balance, the ESCO shall pay the difference to Owner as Owner's sole and exclusive remedy hereunder in connection with the ESCO Default upon demand by Owner.

SECTION 4.0 INSURANCE

Section 4.1 The ESCO's Liability Insurance. The ESCO shall purchase and maintain without interruption, from the commencement of the Work until the Date of Final Completion, the following policies with the following minimum limits

Workers' Compensation: Statutory

Comprehensive General Liability: $1,000,000 per occurrence

$2,000,000 in the aggregate

Section 4.2 Title and Risk of Loss. Title to Equipment comprising the Work shall pass to Owner upon payment to the ESCO by Owner for Work corresponding to such Equipment.

Section 4.3 Owner's Liability and Property Insurance.

(a) Owner shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Owner deems necessary and appropriate.

Section 4.4 Owner's Loss of Use/Business Interruption Insurance. Owner may purchase and maintain insurance to protect against loss of use of Owner's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Owner acknowledges that the ESCO is not required to purchase or maintain such insurance against the loss of use of Owner's business interruption. OWNER HEREBY WAIVES ALL CLAIMS AND CAUSES OF ACTION IT MAY HAVE AGAINST THE ESCO AND ANY OF ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND OFFICERS FOR LOSS OF USE OF OWNER'S PROPERTY OR BUSINESS INTERRUPTION, WHETHER INSURED OR NOT, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR OTHER DAMAGES DUE TO SUCH HAZARDS, REGARDLESS OF CAUSE.

ESCO Initials _____ Owner Initials _____

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Section 4.5 Evidence of Insurance. Owner and the ESCO shall furnish to the other certificate(s) of insurance prior to commencement of performance of any Work, evidencing the coverages and limits required to be maintained under Sections 4.1 and 4.3 of this Contract. The certificate(s) shall name the other Party as an "additional insured" to the extent of the indemnity obligation assumed by the insured Party under this Contract. Each Party shall provide 30 days written notice to the other Party in the event any insurance policy required hereunder is to be cancelled, terminated or is allowed to expire. Neither the procurement nor maintenance of any type of insurance by Owner shall in any way be construed or deemed to limit, waive, or release Owner from any of the obligations and risks of Owner under this Contract, or to be a limitation on the nature and extent of such obligations and risks.

Section 4.6 If applicable, the payment and performance bonds provided in accordance with Tennessee state law by the ESCO shall specifically exclude coverage for those portions of the Energy Equipment Installation Contract pertaining to Energy Savings Contract, design services, energy cost savings guarantees, maintenance guarantees, utility incentives and any other clauses which do not relate specifically to procurement and installation of the infrastructure improvements, construction or construction management and supervision of the work for purchasing and installing the ESCO Equipment, or for work to be accomplished by the Owner.

SECTION 5.0 HAZARDOUS MATERIALS

Section 5.1 Asbestos and Hazardous Materials. Except as expressly stated, the ESCO's Work expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous substance, material or waste, any dangerous, potentially dangerous, noxious, flammable, explosive, reactive or radioactive substance, lead based paint, material or waste, urea formaldehyde, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents, and any other substance, the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transport, disposal, handling, or ownership of which is regulated, restricted, or prohibited, by any federal, state, or local statute, law, ordinance, code, rule or regulation now or at any time hereafter in effect, and as may be amended from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.).

The ESCO shall not perform any identification, abatement, remediation, cleanup, removal, transport, treatment, storage or disposal of Hazardous Materials on Owner's premises. Owner warrants and represents that, except as expressly, and by reference to this Section, set forth in Exhibit E (Hazardous Materials), there are no Hazardous Materials on the

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Premises in areas within which the ESCO will be performing any part of the Work or Owner has disclosed to the ESCO the existence and location of any Hazardous Materials in all areas within which the ESCO will be performing any part of the Work. The ESCO's responsibility, if any, for any Hazardous Materials, shall be limited to and as expressly set forth in Exhibit E and Owner shall, at all times, be and remain the owner and generator of any and all Hazardous Materials on the Owner's premises and responsible for compliance with all laws and regulations applicable to such Hazardous Materials.

Should the ESCO become aware of or suspect the presence of Hazardous Materials in the course of performing the Work that are not disclosed in Exhibits E, or which present or may present a hazard to or endanger health welfare or safety, the ESCO shall have the right to immediately stop work in the affected area and shall notify Owner. Owner will be responsible for taking any and all action necessary to remove or render harmless the Hazardous Materials in accordance with all applicable laws and regulations. The ESCO shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless; if the area has not been or cannot be rendered harmless within thirty (30) days of discovery of the Hazardous Material, the ESCO may terminate this Contract pursuant to Section 3.5. Owner shall compensate the ESCO for any additional costs incurred by the ESCO as a result of work stoppage, including demobilization and remobilization. In addition to any other indemnity obligation of Owner to the ESCO, to the maximum extent permitted by law, Owner shall indemnify, defend, and hold harmless the ESCO, its officers, directors, beneficiaries, shareholders, partners, agents, representatives, and employees (collectively referred to as "the ESCO" for purposes of this Article 5) and the ESCO's subcontractors from all fines, suits, actions, claims, penalties, and proceedings of every kind, and all costs associated therewith (including reasonable attorneys' and consultants' fees) arising out of or in any way connected with or related to: (a) the presence or any leak, deposit, spill, discharge, or release or disposal of Hazardous Materials in connection with the performance of this Contract, except to the extent such Hazardous Materials were brought onto the Premises by the ESCO; and/or (b) Owner's failure to identify and disclose Hazardous Materials and to fully comply with all federal, state, and local statutes, laws ordinances, codes, rules and regulation now or at any time hereafter in effect regarding Hazardous Materials. To the extent permitted by Tennessee state law, the ESCO shall not have any liability (whether direct or indirect and regardless of cause) relating to or arising from mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents.

SECTION 6.0 INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CONSEQUENTIAL DAMAGES

Section 6.1 Indemnification. To the maximum extent permitted by Tennessee state law, the ESCO and Owner shall indemnify and hold each other and all respective officers, directors, affiliates, shareholders, and employees of each other harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising from third-party claims or suits resulting from death or bodily injury or damage to property, to the extent arising out of or resulting from the negligence of its employees, agents, subcontractors or other authorized agents in connection with the Work to be performed on the Premises. The duty to indemnify will continue in full force and effect, notwithstanding

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the expiration or early termination of this Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. In the event one Party hereto knows or has reason to believe that the other Party will be required, in connection with this Contract, by any court or governmental administrative Owner to respond to any legal action or other directive by such authorities, such Party shall immediately notify the other in writing of the same.

Section 6.2 Limitation of liability. To the maximum extent permitted by Tennessee state law, (a) Owner's total liability arising out of or related to this Agreement exceed the purchase price for the Work or available insurance proceeds whichever is greater, and (b) the ESCO's total liability arising out of or related to this Agreement exceed the purchase price for the Work or available insurance proceeds whichever is greater.

Section 6.3 WAIVER OF CONSEQUENTIAL DAMAGES. IN NO CIRCUMSTANCES SHALL THE ESCO OR OWNER OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION 6.3 SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.

SECTION 7.0 WARRANTY

Section 7.1 General. Should any item of Equipment be found to be defective within one (1) year from the date of Substantial Completion, the ESCO agrees to repair such item or, if necessary, furnish and install, without charge, similar items to replace it; provided, however, that the original item is returned to the ESCO and inspection by the manufacturer establishes the claim. All shipping and transportation costs involved in the repair or replacement of the defective Equipment shall be paid by the ESCO.

On all systems installed pursuant to this Contract, the ESCO shall provide, at no charge during the warranty period, any labor required to repair or replace defective Equipment or parts. Such labor shall include adjustment of controls, air balancing, and correction of mechanical difficulties if such adjustments are due to defective equipment or improper installation.

If the Equipment fails to fulfill the performance Energy Savings Contracts, the ESCO shall have the opportunity, at its sole cost and expense, to make such changes as it deems necessary to fulfill such Energy Savings Contracts. If a demonstration is required, the ESCO shall be given the opportunity to test the equipment under requisite conditions.

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The warranty provisions under this Section 7.1 are in addition to and not in lieu of any warranties made by equipment or component manufacturers. After installation of all ECMs, the ESCO shall deliver to the Owner all manufacturer warranty certificates, documents, operation and maintenance instructions and manuals, and similar documents.

Section 7.2 Equipment Warranties. The ESCO covenants and agrees that all Equipment installed as part of this Contract is new, in good and proper working condition and protected by appropriate written warranties covering all parts and equipment performance. The ESCO further agrees to deliver to the Owner for inspection and approval, all such written warranties and which shall be attached, to pursue rights and remedies against manufacturer of the Equipment under the warranties in the event of Equipment malfunction or improper or defective function, and defects in parts, workmanship and performance (provided, however, that the ESCO shall have no obligation to incur costs to legally enforce any such rights or remedies), to notify the Owner whenever defects in Equipment parts or performance occur which give rise to such rights and remedies and those rights and remedies are exercised by the ESCO. The cost of any risk of damage or damage to the Equipment and its performance, including damage to property and Equipment of the Owner or the Premises, due to the ESCO's failure to exercise its warranty rights shall be borne solely by the ESCO.

All warranties shall be transferable and extend to the Owner. The ESCO shall use commercially reasonable efforts to have the warranties specify that only new, and not reconditioned parts, may be used and installed when repair is necessitated by malfunction.

All the ESCO warranties required hereunder shall be in force for a minimum of one year from the Substantial Completion date.

Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve the ESCO from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Exhibits.

Section 7.3 THE WARRANTY, LIABILITY AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, OR REMEDIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 8.0 REPRESENTATIONS

Each Party warrants and represents to the other that:

i. It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;

ii. Its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

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iii. Its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or

iv. It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

V. THE ESCO AND ALL RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, MEMBERS, AND EMPLOYEES HAVE NOT MADE ANY SCOPE OR PROMISES TO OWNER EMPLOYEES, BOARD MEMBERS, OFFICIALS, AND/OR RELATED PARTIES UNLESS SPECIFICALLY DOCUMENTED IN THIS CONTRACT.

SECTION 9.0 SPECIAL PROVISIONS

Section 9.1 For future Energy Savings Performance Contracting (ESPC) work, Owner, and their funded entities reserves the right to conduct future phases of work with Path Company, LLC as their ESCO partner.

SECTION 10.0 GENERAL PROVISIONS

Section 10.1 Assignment. Owner may not assign, transfer, or convey this Contract, or any part hereof, or its right, title or interest herein, without the written consent of the ESCO, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Contract shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

Section 10.2 Applicable Law and Jurisdiction. This Contract is made and shall be interpreted and enforced in accordance with the laws of the state in which the Premises are located. Owner hereby consents and submits to the personal jurisdiction of the courts of the state where the Premises are located and of the United States District Court in such state.

Section 10.3 Complete Contract. This Contract and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire Contract between the parties regarding the subject matter hereof. There are no other agreements, understandings, or covenants between the parties of any kind, expressed or implied, oral or otherwise pertaining to the Services. Any Proposals furnished by the ESCO prior to execution of this Contract were for negotiation purposes only and shall not constitute legally binding commitments. This Contract may not be amended, modified or supplemented except by a writing signed by the parties hereto. The energy audit authored by the ESCO and/or its consultant(s), including any summaries, excerpts, and abstracts thereof (collectively, the "Energy Audit"), are used to demonstrate operational and consumption data and calculations and projections regarding savings, but do not reflect the savings guaranteed by the ESCO; in the event of any conflict or contradiction between the Energy Audit and the provisions of this Contract and its Exhibits, the provisions of this Contract and its Exhibits shall govern.

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Section 10.4 Force Majeure. Neither Party shall be considered to be in default hereunder when a failure of performance (other than Owner's obligation to make payment to the ESCO) is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause or event beyond the control of the party. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; hurricane; earthquake; tornado; storm; fire; civil disobedience; disease; epidemic; pandemic; insurrections; riots; labor disputes; labor or material shortages; sabotage; tariffs; restraint by court order or public authority (whether valid or invalid), and action or non-action by any governmental authority or utility or the inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals, in each case if not caused by the fault of the affected party. For the ESCO, an Event of Force Majeure also includes events outside of the control of the ESCO. If either Party is rendered unable to fulfill any of its obligations under this Contract by reason of an Event of Force Majeure it shall give prompt written notice of such fact to the other Party and the affected party's obligations shall be suspended during the pendency of the Event of Force Majeure. If either Party shall be unable to carry out any material obligation under this Contract due to Event of Force Majeure, this Contract shall, at the election of either party: (i) remain in effect but the parties' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) calendar days notice to the other party. Termination under this Section 10.4 relieves both Party's of any and all liability and future obligations, except that Owner must pay any for services and work provided through the date of termination.

Section 10.5 Further Documents. The parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

Section 10.6 Severability. The invalidity or unenforceability of any portion or provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision hereof effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any Party hereto. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Contract are consummated to the extent possible.

Section 10.7 Signatures in Counterpart. This Contract may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute one and the same Contract. A facsimile copy hereof shall suffice as an original.

Section 10.8 Neutral Interpretation. This Contract shall not be construed to have originated by either party, but as prepared equally and jointly by both parties. The fact that the ESCO has drafted the initial form of this Contract shall not affect the interpretation of any provision of the Contract in a manner adverse to the ESCO or otherwise prejudice or impair the ESCO's rights.

Section 10.9 For purposes of this agreement, "Premises" shall include, but is not limited to, all buildings and/or addresses owned and operated by Agency listed in Exhibit A.

ESCO Initials _____ Owner Initials _____

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Section 10.10 The execution of this Contract and performance of the Work is authorized under Tennessee Code § 12-4-110.

Section 10.11 All notices to be given by either party to the other shall be in writing and must be either delivered, emailed, or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to the ESCO:
Path Company, LLC
Attn: Rusty McLellan
5860 Ridgeway Center Parkway, Suite 200
Memphis, TN 38120
Rusty.McLellan@sitelogiq.com
cc: legal@sitelogiq.com

If to Owner:
City of Columbia
Attn: Thad Jablonkski
700 North Garden St
Columbia, TN 38401

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforementioned or upon actual receipt if otherwise delivered or email.

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IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

OWNER	**ESCO**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Approved as to Legal Form:

Jake Hubbell, City Attorney

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Schedules, Exhibits, Attachments

Exhibit A – Scope of Work

HVAC Equipment Upgrades

The Columbia Aquatics and Recreation Center is served by (8) packaged rooftop units (RTUs), (3) large split systems, and (3) smaller split systems. The purpose of this project is to replace the aging HVAC equipment and improve system reliability. This project includes removal of existing units and installation of new, along with associated ductwork, electrical, and condensate system modifications required to support a fully operational system.

All work will be performed in accordance with applicable codes and standards and is intended to deliver a complete and functional HVAC system.

The details of the work to be performed are outlined below:

RTUs:

- Remove and dispose of (8) RTUs.
- Set (8) RTUs and secure to existing roof curbs.
- Reconnect ductwork and flashing and seal watertight.
- Existing gas regulator to be removed and replaced with new.
- Connect power to units and provide new disconnects. The disconnect for RTU-6 may be removed and reused on the new unit.
- Complete equipment start-up per manufacturer's requirements.
- Existing smoke detectors will be removed and reinstalled on new units.

Large Split Systems:

- Remove and dispose of (3) AHUs and corresponding (3) natural gas duct heaters.
- Remove and dispose of necessary ductwork in the main mechanical room to allow for connection of new units.
- Remove and dispose of (1) roof-mounted condensing unit. (2) existing condensing units shall remain in place and be connected to new AHUs.
- Set and install (3) AHUs and (3) natural gas duct heaters. New ductwork and transitions will be installed as needed.
- Run conduit to new disconnects on AHUs and heaters.
- Set (1) roof-mounted condensing unit. Reconnect to power with new disconnect.
- Reroute and connect refrigerant lines to AHUs. Existing refrigerant line sets have been verified as appropriately sized for the equipment being installed. Existing refrigerant lines sets will be reused where possible.
- Reinsulate, pressure test, and charge refrigerant lines as required in the equipment IOM.
- Startup units and check operations.
- Existing smoke detectors will be removed and reinstalled on new units.

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Split Systems:

- Remove and dispose of (3) AHUs and (3) roof-mounted condensing units.
- Install (3) AHUs and corresponding condensing units in locations of existing equipment. New ductwork and transitions will be installed as needed.
- Run conduit to new disconnects on AHUs and condensing units.
- Reroute and connect refrigerant lines to AHUs.
- Reinsulate, pressure test, and charge refrigerant lines as required in the equipment IOM.
- Startup units and check operations.
- Existing smoke detectors will be reutilized.

Exclusions

- Structural steel, roof curb reinforcement, or roof modifications.
- Any roof work associated with this scope of work beyond sealants required for new units, unless damaged during this scope of work.
- New gas service or gas meter upgrades; addressing gas supply pressure issues outside scope of work.
- Replacement of condensate drain piping beyond point of termination or routing outside areas defined in scope.
- Fire alarm work except for reconnection of existing devices; no new duct smoke detectors unless noted.
- Painting, ceiling repairs, drywall repairs, and architectural finishes are excluded unless walls or ceilings are damaged by ESCO during equipment installation.
- Temporary heating or cooling during construction unless specifically added.
- Hazardous material abatement.

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Exhibit B – Notice to Proceed

This **Notice to Proceed** for Scope per Exhibit A is attached to and made an integral part of that certain Path Company, LLC Installation Contract PUBSTH-010862 dated May 20, 2026 by and between Path Company, LLC (the "ESCO") and City of Columbia, (the "Owner").

Having read all of the foregoing, we, the undersigned, hereby ratify, approve, accept, confirm and acknowledge the same to be part of the contract and hereby authorize the ESCO to proceed with the installation of all ECM's listed in Scope per Exhibit A.

IN WITNESS WHEREOF, the duly authorized representative of Owner hereby issues this Notice to Proceed effective as of the date identified below.

OWNER

_____
Signature

_____
Printed Name

_____
Title

_____
Date

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Exhibit C – Certificate of Substantial Completion

This **Certificate of Substantial Completion** ("Certificate") is attached to and made an integral part of that certain Path Company, LLC Installation Contract PUBSTH-010862 dated May 20, 2026 by and between Path Company, LLC (the "ESCO") and City of Columbia, (the "Owner") which provides as follows:

The Work performed has been inspected by the undersigned Owner, have been determined to be substantially complete, and Owner accepts the same.

The Date(s) of Substantial Completion for the Services noted below is/are hereby established as the earlier of (i) the date Owner executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the warranty commencement date noted below as the date this Certificate is submitted to Owner.

The Warranty Period, pursuant to Section 7.0 of the Contract, commences as of the Warranty Commencement Date stated below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Substantial Completion Form, effective as the earlier of (i) the date Owner executes this Certificate or (ii) fourteen (14) calendar days after the warranty commencement date noted in this Certificate.

OWNER	**ESCO**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

ESCO Initials _____ Owner Initials _____

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Exhibit D – Certificate Final Completion and Acceptance

This **Certificate Final Completion and Acceptance** ("Certificate") is attached to and made an integral part of that certain Path Company, LLC Installation Contract PUBSTH-010862 dated May 20, 2026 by and between Path Company, LLC (the "ESCO") and City of Columbia, (the "Owner") which provides as follows:

The Work performed has been inspected by the undersigned Owner, have been determined to be complete, and Owner accepts the same.

The Date(s) of Final Completion for the Services noted below is/are hereby established as the earlier of (i) the date Owner executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the latest warranty commencement date noted below as the date this Certificate is submitted to Owner.

The Warranty Period, pursuant to Section 7.0 of the Contract, commences as of the Date of Final Completion, except as noted below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as the earlier of (i) the date Owner executes this Certificate or (ii) fourteen (14) calendar days after the latest warranty commencement date noted below in this Certificate.

OWNER	**ESCO**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

ESCO Initials _____ Owner Initials _____

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Exhibit E – Hazardous Materials

Pursuant to Section 5.0 of the Contract, the existence of the following Hazardous Materials has been disclosed by Owner and/or otherwise identified prior to the execution of the Contract:

1. PCB-containing ballasts and mercury-containing lamps which shall be replaced by and disposed of by the ESCO and shall be disposed of in name of the Owner as owner/generator of the Hazardous Material
2. Abatement of all asbestos containing materials is the sole responsibility of the Owner and asbestos containing materials shall be removed and disposed of by the Owner in accordance with all Federal, State, and Local codes and ordinances prior to commencement of work by the ESCO under this project in accordance with this Article 5 of the Contract. All asbestos abatement shall be contracted separately at the Owner's expense. To the maximum extent permitted by Tennessee state law, Owner agrees that the ESCO is in no way liable for any damage (bodily injury or property damage) caused by Asbestos or Asbestos containing materials.
3. Lead paint, or any other material classified as hazardous or that requires special testing, handling, abatement and/or disposal that is not specifically addressed is the responsibility of the Owner.

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Exhibit F – IRS 179D Authorization Letter

Thad Jablonkski
City of Columbia
700 North Garden St
Columbia, TN 38401

RE: Path Company, LLC PUBSTH-010862
Subject: 179D Tax Deduction Form of Allocation

Dear Thad Jablonkski:

Path Company, LLC is requesting permission for allocation of the tax deduction incentives allowable under Section §179D of the Internal Revenue Code regarding the Energy Policy Act of 2005. These incentives allow government building owners to allocate potential Section 179D deductions, that are otherwise of no value to tax-exempt entities, to project designers including contractors, consultants, and energy service providers. Per the definitions in Notice 2008-40 and the fact that City of Columbia is tax-exempt, tax deduction incentives can be allocated to the person primarily responsible for the design of this project. We are requesting you verify we are those responsible persons by the execution of your signature on the attached allocation form. After your review, please notify us of any clarification or corrections you may require otherwise please sign and date where indicated.

It was a pleasure partnering with you in the successful implementation of energy-savings measures throughout your facilities and we look forward to furthering this effort in the future. If you have any other questions, please feel free to contact me.

Sincerely,

_____

Rusty McLellan
President

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SECTION 179D ALLOCATION

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient properties. This program allows government building owners to allocate potential Section 179D deductions for the installation of energy efficient systems. Taxpayers eligible to receive an allocation may include architects, engineers, contractors, environmental consultants, or energy service providers. Owner hereby allocates the Section 179D deduction for the property(ies) described below to Path Company, LLC.

GOVERNMENT BUILDING OWNER	DESIGNER
City of Columbia Thad Jablonkski 700 North Garden St Columbia, TN 38401	Path Company, LLC Rusty McLellan 5860 Ridgeway Center Parkway, Suite 200 Memphis, TN 38120 Rusty.McLellan@sitelogiq.com

Property Name	Property Address	Cost of Property	Date Placed in Service	179D Deduction Allocated to Designer

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

_____ _____

Signature of Government Representative Date

_____ _____

Signature of Designer Date

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Exhibit G – Project Payback Documentation

The following exhibits explain the details of the aforementioned Energy Services Contract (ESC) between Path Company, LLC and City of Columbia, as defined by Tennessee Code § 12-4-110. As part of this agreement, Path Company, LLC has developed a project focused on energy efficiency improvements and calculated the savings associated with each portion of this project, but there are no guarantees tied to any numbers shown in Exhibit G – Project Payback Documentation. Although these numbers were meticulously calculated and researched, (as described throughout the following exhibits), **payment is not contingent upon the achieved savings** as they are used only to illustrate the viability of the efficiency improvements.

Base Utility Rates

The table below outlines the rates for which natural gas or electricity savings are considered for the project. These rates are calculated as the sum of the base rates provided by the utility provider, plus applicable fuel cost adjustment riders.

Utility Provider	Utility Type	Rate Schedule	Rate
Columbia Power System	Electric	General Power Part A	$ 0.0678 /kWh
Atmos Energy	Natural Gas	220	$ 0.8348 /Therm

HVAC Efficiency Improvement Savings

The projected energy savings associated with the proposed improvements were calculated using a bin-hour analysis based on the building's existing operating conditions. The existing schedule and bin hours used in the analysis are below.

Existing Thermostat Schedule	
All Week	6 AM- 8 PM

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Mid-pts	DB (°F)	Hrs - Existing Occupied	Hrs - Existing Unoccupied
100.5	100-101	3	0
98.5	98-99	10	0
96.5	96-97	43	0
94.5	94-96	106	0
92.5	92-93	112	0
90.5	90-91	127	0
88.5	88-89	193	2
86.5	86-87	169	14
84.5	84-85	195	31
82.5	82-83	197	57
80.5	80-81	237	132
78.5	78-79	196	170
76.5	76-77	234	174
74.5	74-75	229	154
72.5	72-73	238	164
70.5	70-71	236	138
68.5	68-69	229	145
66.5	66-67	218	154
64.5	64-65	238	149
62.5	62-63	203	102
60.5	60-61	167	122
58.5	58-59	138	98
56.5	56-57	126	111
54.5	54-55	130	123
52.5	52-53	143	113
50.5	50-51	135	99
48.5	48-49	179	131
46.5	46-47	117	113
44.5	44-45	123	97
42.5	42-43	125	124
40.5	40-41	112	78
38.5	38-39	81	64
36.5	36-37	87	77
34.5	34-35	86	60
32.5	32-33	64	67
30.5	30-31	63	54
28.5	28-29	55	54
26.5	26-27	35	40
24.5	24-25	28	17
22.5	22-23	27	12
20.8	20-21	13	15
18.5	18-19	7	12
16.5	16-17	8	10
14.5	14-15	6	6
12.5	12-13	4	2
10.5	10-11	3	0

The bin hours are used to calculate the bin ratio for each bin, which represents what overall ratio of the building's total cooling capacity is needed to maintain temperature inside the space. The formulas for the occupied and unoccupied bin ratios are below.

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$$Occupied\ Bin\ Ratio = \frac{Bin\ Temp\ (°F) - Occupied\ Balance\ Point\ (°F)}{Peak\ Temperature\ (°F) - Occupied\ Balance\ Point\ (°F)}$$

$$Unoccupied\ Bin\ Ratio = \frac{Bin\ Temp\ (°F) - Unoccupied\ Balance\ Point\ (°F)}{Peak\ Temperature\ (°F) - OccupiedBalance\ Point\ (°F)}$$

The cooling or heating energy required is then the product of the bin ratio, the peak cooling/heating load, and the bin hours. These energies are then summed to get the total annual cooling and heating load. The heating and cooling load are multiplied by their respective efficiencies to get the annual energy consumption. This is repeated with the proposed post-installation efficiencies to calculate the savings. The pre- and post-installation efficiencies are summarized in the table below.

Unit	Tons	EER Pre	EER Post
CU-1	10	9.78	11.4
CU-2	15	9.78	9.78
CU-3	5	9.76	11.18
CU-4	4	9.76	11.18
CU-5	5	10.51	11.18
CU-6	10	10.38	10.38
RTU-1	6	10.51	11
RTU-2	6	10.51	11
RTU-3	6	10.51	11
RTU-4	6	10.72	11
RTU-5	5	9.76	11
RTU-6	5	10.51	12
RTU-7	6	10.51	11
RTU-8	6	10.38	11

The year 1 energy savings are summarized in the table below.

Electrical Consumption Savings (kWh)	Electrical Cost Savings ($)
5,236	$ 354.73

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The table below shows the annual project savings during the project lifetime.

Year	Annual Energy Cost Savings
Year 1	$ 354.73
Year 2	$ 365.37
Year 3	$ 376.33
Year 4	$ 387.62
Year 5	$ 399.25
Year 6	$ 411.23
Year 7	$ 423.57
Year 8	$ 436.27
Year 9	$ 449.36
Year 10	$ 462.84
Year 11	$ 476.73
Year 12	$ 491.03
Year 13	$ 505.76
Year 14	$ 520.93
Year 15	$ 536.56
Year 16	$ 552.66
Year 17	$ 569.24
Year 18	$ 586.31
Year 19	$ 603.90
Year 20	$ 622.02
Total	**$ 9,531.71**

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ENERGY EQUIPMENT INSTALLATION CONTRACT

This contract entered into on May 20, 2026 between Path Company, LLC, hereinafter called the "ESCO" and City of Columbia hereinafter called the "Owner" (collectively, "Parties" or individually, "Party").

WITNESSETH that the ESCO and the Owner, in consideration of the mutual covenants, promises and contracts herein contained agree as follows:

The ESCO will provide all Professional Work; engineering; design; procurement; and installation of the infrastructure improvements ("Equipment") (collectively, the "Program") indicated in Exhibit A - Scope of Work ("Work"), to deliver a complete installation. All Work will be subject to the terms and conditions herein. Including all Exhibits (collectively, the "Contract"). For purposes of this Contract, "Premises" shall include, but is not limited to, the buildings/facilities owned and operated by Owner listed in Exhibit A (Scope of Work) and located at Premises.

The purchase price for the Work will be **$88,500.00.**

The Work performed under this Contract will be substantially complete and ready for Owner's beneficial use within an estimated 12 months following Owner's acceptance and the ESCO's approval of this Contract and signed notice to proceed (Exhibit B) has been received by the ESCO. **The ESCO cannot proceed until a written Notice to Proceed (Exhibit B) is forwarded by the Owner.**

This Professional Work was procured in accordance with Tennessee Code § 12-4-110.

This Agreement is proprietary property of the ESCO and is provided for Owner's use only. The ESCO guarantees the price stated in this Contract for thirty (30) days from the written date above. The Agreement will become a binding Contract only after acceptance by Owner and approval by an officer of the ESCO as authorized by their signatures below. This Contract, including all Exhibits and Attachments hereto, sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of the ESCO which is not expressed herein.

SCOPE OF CONTRACT: The ESCO shall provide the services and Work to the Owner as set forth in the Contract.

THE CONTRACT DOCUMENTS SHALL CONSIST OF:

(1) This signed form
(2) The following Exhibits:
   a. Exhibit A – Scope of Work
   b. Exhibit B – Notice to Proceed
   c. Exhibit C – Certificate of Substantial Completion
   d. Exhibit D – Certificate of Final Completion and Acceptance
   e. Exhibit E – Hazardous Materials
   f. Exhibit F – IRS 179D Authorization Letter
   g. Exhibit G - Project Payback Documentation

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OWNER'S AUTHORIZED REPRESENTATIVE(S): Owner designates the following individual(s), and any successors to the positions noted, as the representative(s) of Owner with authority to execute on behalf of the Owner (the "Authorized Representative") the Certificate of Substantial Completion and Acceptance, any Zero Dollar Change Order, and the Certificate of Final Completion and Acceptance:

Authorized Representative(s)	Position/Title

Owner may change any Authorized Representative(s) by providing written notice to the ESCO at least fourteen (14) calendar days prior to the effective date of the change. Such change shall only be effective with respect to acts occurring after the required notice.

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TERMS AND CONDITIONS

SECTION 1.0 PAYMENTS TO THE ESCO

Section 1.1 Construction Payments. Upon execution hereof, INITIAL PAYMENT of 10% of the Contract Price (for engineering, drafting, mobilization, and other costs) and Investment Grade Audit (IGA) fee shall be due. Owner agrees to make construction installment payments to the ESCO, or its assignee, for the Work in accordance with the terms and conditions of this Contract. Payments shall be based on percentage of project completion. On a monthly basis, the ESCO will present to Owner a statement of values that details the percentage of the Work completed to date. The invoiced amount shall then be based on the respective percentage of the Contract Price. Constriction Payments shall be due thirty (30) days from the date of the invoice. Owner's obligation to make the Construction Payments shall be absolute and unconditional in all events except as expressly set forth. After acceptance of the Equipment, Owner covenants that it will not assert any right to set off, counterclaim, abate, or recoupment of the Payments. If Owner establishes an escrow account to make payment, the Owner shall authorize disbursements from such escrow account established and maintained pursuant to any escrow Contract entered into between Owner and any third-party financing company based on monthly draw requests from the ESCO under this Section.

Section 1.2 If applicable and only to the extent permitted by applicable law, any tax benefits or deductibles related to the energy efficiency improvements including, but not limited to, those under section 179D of the Internal Revenue Code, will be allocated or assigned to the ESCO. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Work has been placed in service pursuant to Section 179D, Owner agrees to allocate the tax deduction available under Section 179D solely to the ESCO pursuant to Section 179D(d)(4) and shall provide the written form (as Exhibit F attached) of allocation to the ESCO that is required by the Internal Revenue Service.

SECTION 2.0 CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION APPROVAL

Section 2.1 Construction Procedures and Changes to Work. The ESCO shall supervise and direct the Work using qualified and, where required by law, licensed personnel. The ESCO shall have exclusive control over construction means, methods, techniques, sequences and procedures. The ESCO shall at all times have the right to replace, delete or substantially alter any item of equipment, subcontractor or part of the Work, correct any work, revise any procedures included in this Contract, or take any other actions, provided, however, that the ESCO shall obtain Owner's prior written consent to material deviations from the original scope or item of equipment. Said consent shall not to be unreasonably withheld, conditioned or delayed. The ESCO, in its sole discretion shall have the right to terminate and/or replace personnel performing the Work, including subcontractors.

Section 2.2 The ESCO shall perform all professional services with the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time

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in the same locality. The ESCO's professional services include and are limited to engineering design consisting of a survey of the Premises for purposes of designing the Program.

the ESCO shall provide overall coordination and management of the Work. The ESCO shall ensure all Work is completed in a good and workmanlike manner. The ESCO's Work shall include and be limited to:

Procurement, Installation, Start-Up: Subject to other provisions of this Contract, the ESCO will act as a turn-key general contractor assuming total responsibility for the procurement of labor and material for installation and start-up of Equipment, including: selecting subcontractors; awarding subcontracts; receiving and evaluating submitted drawings on the equipment; progress inspections during installation; developing and presenting subcontractor punch lists after each inspection; receiving and evaluating record drawings and providing same to Owner upon completion; obtaining and providing to Owner operation and maintenance manuals from subcontractors; providing for training of Owner personnel on proper operation of the newly installed Equipment; and final inspection and recommendation for approval to the Owner for acceptance of the equipment.

Section 2.3 Systems Startup and Equipment Commissioning: The ESCO shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified by the manufacturer and prior to acceptance of the project by Owner. The ESCO shall provide notice to the Owner of the scheduled test(s) and the Owner and its designees shall have the right to be present at any or all such tests conducted by the ESCO or manufacturers of the Equipment. The ESCO shall be responsible for correcting or assigning to third parties (including Equipment manufacturer) all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures.

Section 2.4 Permits and Governmental Fees. The ESCO shall secure (with Owner's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work and which are legally required to be obtained in the ESCO's or its subcontractor's name. Owner is responsible for necessary private and governmental approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. Owner is responsible for the governmental or regulatory permits, if any, identified in Exhibit A.

Section 2.5 Substantial Completion. The ESCO may provide written notice to Owner that one (or more) of the items described in Exhibit A (each, a "Service Element") is substantially complete and request that Owner issue a Certificate of Substantial Completion and Acceptance ("Certificate") with respect to such Service Elements, substantially in the form of Exhibit C. Substantial Completion with respect to a Service Element is the date when the specified Work has been performed or installed and is operating as required by this Contract, with only minor work remaining as may be specified on a punch list agreed to by Owner and the ESCO and, if applicable, annexed to Certificate. Owner shall within fourteen (14) days following receipt of Certificate inspect the specified Service Element and either execute

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Certificate or reject such Certificate setting forth in detail the reasons for such rejection. If Owner fails to accept or reject the Certificate within such fourteen (14) day period, Owner shall be deemed to have accepted the Work outlined in Certificate and the Substantial Completion Date with respect to the applicable Service Element shall be deemed the date such certificate was issued. If Owner timely and properly rejects Certificate, the ESCO will correct deficiencies in the Work and will issue another Certificate to Owner. The procedure set forth above shall be repeated until Certificate has been executed or deemed executed by the Owner. Owner's acceptance of Certificate shall not be unreasonably withheld, conditioned or delayed by Owner. Exhibit C may specify the responsibilities between Owner and the ESCO for Energy Savings Contract and any adjustment of compensation therefor.

Section 2.6 Final Completion. Upon Owner's receipt of written notice from the ESCO that the Work is ready for final inspection and acceptance, Owner and the ESCO shall inspect the Work and determine whether the same has been performed in accordance with this Contract. If Owner considers the Work complete and performed in accordance with this Contract, Owner shall issue a Certificate of Final Completion and Acceptance ("Final Certificate"), substantially in the form attached hereto as Exhibit D, to be executed by the Authorized Representative(s) of Owner. In the event the ESCO presents Final Certificate to Owner for execution and, within fourteen (14) calendar days from the date noted in Final Certificate as the date of such presentation, Owner fails to deliver an executed original of Final Certificate to the ESCO and does not provide to the ESCO written objections to issuance of Final Certificate, identifying the specific parts of Work the Owner believes have not been completed and providing specific facts in support of Owner's belief that Work have not been finally completed, the Date of Final Completion shall be the date noted in Final Certificate as the date Final Certificate was submitted to Owner.

Section 2.7 Delays. If the ESCO is delayed in the commencement or completion of any part of the Work due to an Event of Force Majeure, due to the acts or omissions of Owner or any of its affiliates or any of their respective employees, representatives, agents, contractors, lenders, successors or assigns (each, an "Owner Representative, and collectively, "Owner Representatives") or failure of any Owner Representative to perform its obligations under this Contract or to cooperate with the ESCO in the timely performance of the Work, Concealed or Unknown Conditions (as defined in Section 2.10), or any other conditions beyond the control of the ESCO, then the ESCO will notify Owner in writing of the existence, extent of, and reason(s) for such delay(s). The ESCO shall be entitled to a change order to extend the time for completion of the Work or the cost for furnishing the Work to the extent reasonably affected by such delays.

Section 2.8 Equipment Location and Access. Owner shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of Equipment and the performance of the Work, including sufficient areas for staging, mobilization, and storage. Owner shall provide access to the Premises for the ESCO and its contractors or subcontractors during regular business hours, or such other hours as may be requested by the ESCO and acceptable to Owner, to perform the Work. The ESCO's access to correct any emergency condition shall not be unreasonably restricted by Owner.

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Section 2.9 Utilities During Construction. Owner shall provide the ESCO access to existing water, heat, and utilities and shall pay for such utilities consumed by the ESCO during performance of the Work. The ESCO shall install and pay the cost of any temporary facilities not already in existence that will be required during construction for accessing such water, heat, and utilities.

Section 2.10 Concealed or Unknown Conditions. The ESCO shall promptly notify Owner if it encounters the following conditions at the Premises: (i) subsurface or otherwise concealed physical conditions or (ii) unknown physical conditions of an unusual nature that differ from those conditions ordinarily found to exist in construction activities of the type and character as the Work and/or (iii) asbestos, lead paint or any other Hazardous Material. If such conditions cause an increase in the ESCO's cost of, or time required for, performance of any part of the Work, the ESCO shall be entitled to an equitable adjustment to the Contract Price and/or the project schedule and the ESCO and Owner shall agree, by change order, on how to proceed and the extent of any adjustment to the time required for performance of the Work and to the Contract Price, in light of the differing conditions and any adjustments that may be required to the Energy Savings Contract. If the parties are unable to reach agreement on an appropriate change order, either Party may terminate this Contract by delivery of written notice in accordance with Section 3.5.

Section 2.11 Equitable Adjustment

(a) The ESCO shall be entitled to an equitable adjustment to the Work, the Contract Price, the project schedule and/or the Energy Savings Contract (in each case, to the extent affected) upon occurrence of any of the following events:

1. the Work is delayed, suspended or accelerated by any Owner Representative;
2. failure by Owner to timely perform its obligations hereunder;
3. a Change in Law (as defined in Section 2.13), or a change in permitting requirements or other governmental approvals occurs after the date of this Contract;
4. the occurrence of an Event of Force Majeure, as defined in Section 11.4, affecting the Work;
5. any change to the Work is requested or directed by Owner
6. the ESCO encounters a concealed or unknown condition as described in Section 2.10; or
7. the occurrence of any delay identified in Section 2.7.

(b) Procedure. If the ESCO is entitled to an equitable adjustment, as described in subsection (a), the ESCO shall submit a proposed change order to Owner for its review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Owner shall either (i) execute and deliver to the ESCO such change order as provided by the ESCO; or (ii) request that certain amendments or modifications be made to such change order. If Owner requests amendments or modifications to the change order, the Parties shall negotiate in good faith and shall promptly agree on and execute an amended change order. All executed change

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orders are hereby incorporated by reference into this Contract. If the parties are unable to agree on the terms and conditions of a change order, the ESCO may either (i) perform the Work and Owner shall compensate the ESCO for such performance on a time and material basis in accordance with the ESCO's then current prices and procedures, or (ii) terminate this Contract by notice to Owner, which termination shall be deemed termination without cause pursuant to Section 3.5.

Section 2.12 Damage to Equipment; Casualty or Condemnation of Premises. Any fire, flood, other casualty or condemnation affecting any portion of the Premises shall permit the ESCO to modify any affected Baseline applicable to the Energy Savings Contract to account therefor. If any fire, flood, other casualty, including Event of Force Majeure or condemnation renders a majority of the Premises incapable of being occupied or destroys a substantial part of the area(s) within which the Work is/are to be performed, the ESCO may terminate this Contract, effective immediately, by delivery of a written notice to Owner, which termination shall be deemed termination pursuant to Section 3.5. If any significant item of Equipment furnished hereunder is destroyed, irreparably damaged or stolen by the negligence or willful misconduct of an employee, agent or invitee of Owner, and if Owner fails to repair or replace said item within a reasonable period of time agreed to by the ESCO, the ESCO may terminate this Contract, effective immediately, which termination shall be deemed a termination pursuant to Section 3.5.

Section 2.13 Change in Law. The Parties agree that if any governmental authority or public utility enacts, promulgates, or otherwise makes effective any new applicable law or tariff or amends, modifies, or changes in any way the text, interpretation, or application of any existing applicable law or tariff, including, but not limited to any changes in the utility rate structure (collectively referred to herein as "Change in Law"), then (i) if such Change in Law occurs prior to Final Completion and renders it illegal, impracticable, or impossible for either Party to perform or comply with any material obligations of this Contract, either Party may terminate this Contract upon ten (10) business days notice to the other Party and such termination shall be deemed termination pursuant to Section 3.5 hereof, or (ii) if such Change in Laws occurs after Final Completion and renders it illegal, impracticable, or impossible for either Party to perform or comply with any material obligation under this Contract, then either Party shall be entitled to terminate this Contract (including the Energy Savings Contract) upon ten (10) business days' notice to the other Party without any liability to the other Party (except for payment by Owner of amounts due for any completed Work or Performance Period Work which remain unpaid as of the effective date of such termination). Notwithstanding anything to the contrary herein and to the fullest extent permitted by Tennessee state law, the ESCO shall not be liable for any failure to meet the Energy Savings Contract or for any shortfall thereunder resulting, directly or indirectly, from a Change in Law.

SECTION 3.0 OWNER'S OBLIGATIONS

Section 3.1 Access to Premises. Owner shall provide the ESCO with access to the Premises, with or without prior notice to Owner, to inspect for the ESCO's benefit the Work or to validate Owner's performance of its responsibilities.

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Section 3.2 Representations, Warranties and Covenants of Owner. Owner hereby represents, warrants, and covenants to the ESCO that:

(a) Owner has furnished, or caused others to furnish, and will continue to furnish to the ESCO, promptly as information becomes available, accurate and complete data concerning energy usage for, and other information pertaining to, the Premises, including but not limited to the following:

i. utility records for the 24-month period preceding the date hereof and throughout the Term;
ii. occupancy and usage information, including current representative tenant leases, for the 24-month period preceding the date hereof and throughout the Term;
iii. written surveys or descriptions of heating, cooling, lighting or other systems or energy requirements and any changes thereto;
iv. descriptions of all energy consuming or saving equipment used on or affecting the Premises;
v. any energy or environmental audits relating to all or any part of the Premises;
vi. any service or maintenance agreement(s) regarding any heating, cooling, lighting or other building systems, or part thereof;
vii. construction drawings ("as-builts") in existence as of the date hereof or developed during the Term; and
viii. a description of energy management procedures presently utilized by Owner for the Premises and any revisions thereto throughout the Term.

(b) Owner has provided the ESCO with all records heretofore requested by the ESCO and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be, true and accurate in all material respects except as may be disclosed to the ESCO by Owner in writing; and

(c) Owner has not entered into any contracts or agreements with other persons or entities regarding the provision of energy management Work or with regard to any servicing of any of the energy related equipment located on the Premises, except as heretofore disclosed to the ESCO in writing by Owner; and

(d) Until the Date of Final Completion of this Contract, Owner will not enter into any contracts or agreements with other persons or entities regarding the provision of Professional Work or with regard to any servicing of any of Equipment furnished by the ESCO hereunder, without prior written consent of the ESCO; and

(e) Owner presently intends to continue to use the Premises in a manner similar to its present use, except as may have been disclosed to the ESCO by Owner in writing; and

(f) No part of the Equipment controlled by the ESCO will be placed in a permanent "on" operating mode or manually controlled and, until the Date of Final Completion, Owner shall permit only the ESCO personnel or other qualified providers to repair, adjust or program Equipment installed or controlled by the ESCO, except in the event of an emergency, in which event Owner may remedy the

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emergency and shall notify the ESCO as soon as possible of the existence of the emergency and measures taken by Owner; and

(g) Owner has disclosed in writing to the ESCO the existence and location of all known or suspected asbestos and other Hazardous Materials included but not limited to the Premises; and

(h) Owner will provide the ESCO with copies of any successor or additional contracts for management or servicing of preexisting equipment that may be executed from time-to-time hereafter within ten (10) days after execution thereof and information or Work under Owner's control shall be furnished promptly by Owner; and

(i) The execution, delivery and performance by Owner of this Contract does not violate any provision of law and does not conflict with or result in a breach of any order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or Owner's respective charter or by-laws or create a default under any agreement, bond, note or indenture to which Owner is a Party or by which Owner is bound or to which any of Owner's property is subject; and Owner has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, if Owner is a governmental entity or instrumentality thereof, Owner has complied with all laws and regulations relative to bidding or procurement of the Work hereunder; and

(j) the Contract has been duly authorized, executed and delivered by Owner, and constitutes the valid and legally binding obligation of Owner, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles of general application relating to or affecting the enforcement of creditor's rights and remedies;

(k) Owner shall notify the ESCO within twenty-four (24) hours of Owner's receipt of actual or constructive notice of (1) any material malfunction in the operation of Equipment installed or equipment affected by the Work provided pursuant to this Contract or (2) any interruption or alteration of the energy supply to the Premises; and

(l) Owner acknowledges and agrees that the Performance Period Work will be performed by the ESCO or on behalf of the ESCO by an ESCO authorized service provider; and

(m) Owner is the fee owner of the Premises and the real estate upon which the Premises are located.

Section 3.3 Owner Default. Each of the following events or conditions shall constitute a default by Owner (each, an "Owner Default"):

(a) Failure by Owner to timely pay or cause to be paid amounts due the ESCO in accordance with the provisions of this Contract and applicable law;

(b) Any representation or warranty furnished by Owner in this Contract is false or misleading in any material respect when made;

(c) Any default by Owner under any instrument or agreement (i) related to the financing or leasing of all or any part of Work or Equipment hereunder and/or (ii)

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granting to any person or entity a security interest in and to Equipment to be installed or furnished hereunder without the ESCO's express written consent;

(d) Any failure by Owner to perform or comply with any material provision of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Owner demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Owner fails to promptly begin to cure and diligently proceed to completion thereof;

(e) The commencement of any voluntary proceedings in bankruptcy or receivership by Owner, the commencement of any involuntary proceeding in bankruptcy or receivership against Owner which is not stayed or dismissed within ninety (90) days from the filing date thereof, Owner shall become insolvent, make a general assignment for the benefit of creditors, or Owner shall fail to pay its debts as and when they become due.

Section 3.4 The ESCO Default. Each of the following events or conditions shall constitute a default by the ESCO (each, a "ESCO Default"):

(a) Any representation or warranty furnished by the ESCO in this Contract is false or misleading in any material respect when made;

(b) Any failure by the ESCO to perform or comply with any material provision of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to the ESCO demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, the ESCO fails to promptly begin to cure and diligently proceed to completion thereof; or

(c) The commencement of any voluntary proceedings in bankruptcy or receivership by the ESCO, the commencement of any involuntary proceeding in bankruptcy or receivership against the ESCO which is not stayed or dismissed within ninety (90) days from the filing date thereof, the ESCO becomes insolvent, or the ESCO makes a general assignment for the benefit of creditors.

Section 3.5 Termination by the ESCO Due to Owner Default. If an Owner Default has occurred and is continuing, the ESCO may immediately suspend all or a portion of the Work at the ESCO's discretion and/or terminate this Contract by fourteen (14) day written notice to Owner, if Owner fails to cure within the fourteen (14) day cure period. If Owner cures within the fourteen day cure period, the ESCO shall not terminate this Contract and resume any suspended Work or portion thereof. In the event the ESCO terminates this Contract for an Owner Default, the ESCO shall be entitled to any damages sustained by the ESCO, including the cost of terminating orders or subcontracts for labor or material and the price of any specially manufactured items, whether in production or delivered. In addition, the ESCO may exercise any right or remedy available to the ESCO at law or in equity. In the event the ESCO terminates this Contract for an Owner Default, the ESCO shall be entitled to any damages sustained by the ESCO, including reasonable attorney fees and costs incurred by the ESCO as a result of Owner's default. In addition, the ESCO may exercise any right or remedy available to the ESCO at law or in equity

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Section 3.7 Termination by Owner Due to the ESCO Default. If an ESCO Default has occurred and is continuing, Owner may terminate this Contract by fourteen (14) days written notice to the ESCO identifying the default. In the event, the ESCO commences a cure within fourteen (14) days of Owner's written notice of an ESCO Default, Owner is not permitted to terminate this Contract. In the event Owner terminates this Contract for an ESCO Default, Owner may take possession of the Premises together with all materials thereon and move to complete the Work itself expediently. In completing the Work, Owner shall use its commercially reasonable efforts to minimize its damages and to utilize (and pay for) any materials or equipment or any specially manufactured or fabricated equipment delivered by the ESCO to the Premises or which are in the process of being manufactured, fabricated and/or delivered (provided that the ESCO shall not be obligated to ship any such equipment unless Owner provides the ESCO adequate assurance of payment therefor). If the unpaid balance of the Contract Price exceeds the expense of finishing the Work, the excess shall be paid to the ESCO, but if the expense exceeds the unpaid balance, the ESCO shall pay the difference to Owner as Owner's sole and exclusive remedy hereunder in connection with the ESCO Default upon demand by Owner.

SECTION 4.0 INSURANCE

Section 4.1 The ESCO's Liability Insurance. The ESCO shall purchase and maintain without interruption, from the commencement of the Work until the Date of Final Completion, the following policies with the following minimum limits

Workers' Compensation: Statutory

Comprehensive General Liability: $1,000,000 per occurrence

$2,000,000 in the aggregate

Section 4.2 Title and Risk of Loss. Title to Equipment comprising the Work shall pass to Owner upon payment to the ESCO by Owner for Work corresponding to such Equipment.

Section 4.3 Owner's Liability and Property Insurance.

(a) Owner shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Owner deems necessary and appropriate.

Section 4.4 Owner's Loss of Use/Business Interruption Insurance. Owner may purchase and maintain insurance to protect against loss of use of Owner's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Owner acknowledges that the ESCO is not required to purchase or maintain such insurance against the loss of use of Owner's business interruption. OWNER HEREBY WAIVES ALL CLAIMS AND CAUSES OF ACTION IT MAY HAVE AGAINST THE ESCO AND ANY OF ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND OFFICERS FOR LOSS OF USE OF OWNER'S PROPERTY OR BUSINESS INTERRUPTION, WHETHER INSURED OR NOT, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR OTHER DAMAGES DUE TO SUCH HAZARDS, REGARDLESS OF CAUSE.

ESCO Initials _____ Owner Initials _____

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Section 4.5 Evidence of Insurance. Owner and the ESCO shall furnish to the other certificate(s) of insurance prior to commencement of performance of any Work, evidencing the coverages and limits required to be maintained under Sections 4.1 and 4.3 of this Contract. The certificate(s) shall name the other Party as an "additional insured" to the extent of the indemnity obligation assumed by the insured Party under this Contract. Each Party shall provide 30 days written notice to the other Party in the event any insurance policy required hereunder is to be cancelled, terminated or is allowed to expire. Neither the procurement nor maintenance of any type of insurance by Owner shall in any way be construed or deemed to limit, waive, or release Owner from any of the obligations and risks of Owner under this Contract, or to be a limitation on the nature and extent of such obligations and risks.

Section 4.6 If applicable, the payment and performance bonds provided in accordance with Tennessee state law by the ESCO shall specifically exclude coverage for those portions of the Energy Equipment Installation Contract pertaining to Energy Savings Contract, design services, energy cost savings guarantees, maintenance guarantees, utility incentives and any other clauses which do not relate specifically to procurement and installation of the infrastructure improvements, construction or construction management and supervision of the work for purchasing and installing the ESCO Equipment, or for work to be accomplished by the Owner.

SECTION 5.0 HAZARDOUS MATERIALS

Section 5.1 Asbestos and Hazardous Materials. Except as expressly stated, the ESCO's Work expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous substance, material or waste, any dangerous, potentially dangerous, noxious, flammable, explosive, reactive or radioactive substance, lead based paint, material or waste, urea formaldehyde, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents, and any other substance, the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transport, disposal, handling, or ownership of which is regulated, restricted, or prohibited, by any federal, state, or local statute, law, ordinance, code, rule or regulation now or at any time hereafter in effect, and as may be amended from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.).

The ESCO shall not perform any identification, abatement, remediation, cleanup, removal, transport, treatment, storage or disposal of Hazardous Materials on Owner's premises. Owner warrants and represents that, except as expressly, and by reference to this Section, set forth in Exhibit E (Hazardous Materials), there are no Hazardous Materials on the

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Premises in areas within which the ESCO will be performing any part of the Work or Owner has disclosed to the ESCO the existence and location of any Hazardous Materials in all areas within which the ESCO will be performing any part of the Work. The ESCO's responsibility, if any, for any Hazardous Materials, shall be limited to and as expressly set forth in Exhibit E and Owner shall, at all times, be and remain the owner and generator of any and all Hazardous Materials on the Owner's premises and responsible for compliance with all laws and regulations applicable to such Hazardous Materials.

Should the ESCO become aware of or suspect the presence of Hazardous Materials in the course of performing the Work that are not disclosed in Exhibits E, or which present or may present a hazard to or endanger health welfare or safety, the ESCO shall have the right to immediately stop work in the affected area and shall notify Owner. Owner will be responsible for taking any and all action necessary to remove or render harmless the Hazardous Materials in accordance with all applicable laws and regulations. The ESCO shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless; if the area has not been or cannot be rendered harmless within thirty (30) days of discovery of the Hazardous Material, the ESCO may terminate this Contract pursuant to Section 3.5. Owner shall compensate the ESCO for any additional costs incurred by the ESCO as a result of work stoppage, including demobilization and remobilization. In addition to any other indemnity obligation of Owner to the ESCO, to the maximum extent permitted by law, Owner shall indemnify, defend, and hold harmless the ESCO, its officers, directors, beneficiaries, shareholders, partners, agents, representatives, and employees (collectively referred to as "the ESCO" for purposes of this Article 5) and the ESCO's subcontractors from all fines, suits, actions, claims, penalties, and proceedings of every kind, and all costs associated therewith (including reasonable attorneys' and consultants' fees) arising out of or in any way connected with or related to: (a) the presence or any leak, deposit, spill, discharge, or release or disposal of Hazardous Materials in connection with the performance of this Contract, except to the extent such Hazardous Materials were brought onto the Premises by the ESCO; and/or (b) Owner's failure to identify and disclose Hazardous Materials and to fully comply with all federal, state, and local statutes, laws ordinances, codes, rules and regulation now or at any time hereafter in effect regarding Hazardous Materials. To the extent permitted by Tennessee state law, the ESCO shall not have any liability (whether direct or indirect and regardless of cause) relating to or arising from mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents.

SECTION 6.0 INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CONSEQUENTIAL DAMAGES

Section 6.1 Indemnification. To the maximum extent permitted by Tennessee state law, the ESCO and Owner shall indemnify and hold each other and all respective officers, directors, affiliates, shareholders, and employees of each other harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising from third-party claims or suits resulting from death or bodily injury or damage to property, to the extent arising out of or resulting from the negligence of its employees, agents, subcontractors or other authorized agents in connection with the Work to be performed on the Premises. The duty to indemnify will continue in full force and effect, notwithstanding

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the expiration or early termination of this Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. In the event one Party hereto knows or has reason to believe that the other Party will be required, in connection with this Contract, by any court or governmental administrative Owner to respond to any legal action or other directive by such authorities, such Party shall immediately notify the other in writing of the same.

Section 6.2 Limitation of liability. To the maximum extent permitted by Tennessee state law, (a) Owner's total liability arising out of or related to this Agreement exceed the purchase price for the Work or available insurance proceeds whichever is greater, and (b) the ESCO's total liability arising out of or related to this Agreement exceed the purchase price for the Work or available insurance proceeds whichever is greater.

Section 6.3 WAIVER OF CONSEQUENTIAL DAMAGES. IN NO CIRCUMSTANCES SHALL THE ESCO OR OWNER OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION 6.3 SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.

SECTION 7.0 WARRANTY

Section 7.1 General. Should any item of Equipment be found to be defective within one (1) year from the date of Substantial Completion, the ESCO agrees to repair such item or, if necessary, furnish and install, without charge, similar items to replace it; provided, however, that the original item is returned to the ESCO and inspection by the manufacturer establishes the claim. All shipping and transportation costs involved in the repair or replacement of the defective Equipment shall be paid by the ESCO.

On all systems installed pursuant to this Contract, the ESCO shall provide, at no charge during the warranty period, any labor required to repair or replace defective Equipment or parts. Such labor shall include adjustment of controls, air balancing, and correction of mechanical difficulties if such adjustments are due to defective equipment or improper installation.

If the Equipment fails to fulfill the performance Energy Savings Contracts, the ESCO shall have the opportunity, at its sole cost and expense, to make such changes as it deems necessary to fulfill such Energy Savings Contracts. If a demonstration is required, the ESCO shall be given the opportunity to test the equipment under requisite conditions.

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The warranty provisions under this Section 7.1 are in addition to and not in lieu of any warranties made by equipment or component manufacturers. After installation of all ECMs, the ESCO shall deliver to the Owner all manufacturer warranty certificates, documents, operation and maintenance instructions and manuals, and similar documents.

Section 7.2 Equipment Warranties. The ESCO covenants and agrees that all Equipment installed as part of this Contract is new, in good and proper working condition and protected by appropriate written warranties covering all parts and equipment performance. The ESCO further agrees to deliver to the Owner for inspection and approval, all such written warranties and which shall be attached, to pursue rights and remedies against manufacturer of the Equipment under the warranties in the event of Equipment malfunction or improper or defective function, and defects in parts, workmanship and performance (provided, however, that the ESCO shall have no obligation to incur costs to legally enforce any such rights or remedies), to notify the Owner whenever defects in Equipment parts or performance occur which give rise to such rights and remedies and those rights and remedies are exercised by the ESCO. The cost of any risk of damage or damage to the Equipment and its performance, including damage to property and Equipment of the Owner or the Premises, due to the ESCO's failure to exercise its warranty rights shall be borne solely by the ESCO.

All warranties shall be transferable and extend to the Owner. The ESCO shall use commercially reasonable efforts to have the warranties specify that only new, and not reconditioned parts, may be used and installed when repair is necessitated by malfunction.

All the ESCO warranties required hereunder shall be in force for a minimum of one year from the Substantial Completion date.

Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve the ESCO from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Exhibits.

Section 7.3 THE WARRANTY, LIABILITY AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, OR REMEDIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 8.0 REPRESENTATIONS

Each Party warrants and represents to the other that:

i. It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;

ii. Its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

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iii. Its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or

iv. It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

V. THE ESCO AND ALL RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, MEMBERS, AND EMPLOYEES HAVE NOT MADE ANY SCOPE OR PROMISES TO OWNER EMPLOYEES, BOARD MEMBERS, OFFICIALS, AND/OR RELATED PARTIES UNLESS SPECIFICALLY DOCUMENTED IN THIS CONTRACT.

SECTION 9.0 SPECIAL PROVISIONS

Section 9.1 For future Energy Savings Performance Contracting (ESPC) work, Owner, and their funded entities reserves the right to conduct future phases of work with Path Company, LLC as their ESCO partner.

SECTION 10.0 GENERAL PROVISIONS

Section 10.1 Assignment. Owner may not assign, transfer, or convey this Contract, or any part hereof, or its right, title or interest herein, without the written consent of the ESCO, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Contract shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

Section 10.2 Applicable Law and Jurisdiction. This Contract is made and shall be interpreted and enforced in accordance with the laws of the state in which the Premises are located. Owner hereby consents and submits to the personal jurisdiction of the courts of the state where the Premises are located and of the United States District Court in such state.

Section 10.3 Complete Contract. This Contract and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire Contract between the parties regarding the subject matter hereof. There are no other agreements, understandings, or covenants between the parties of any kind, expressed or implied, oral or otherwise pertaining to the Services. Any Proposals furnished by the ESCO prior to execution of this Contract were for negotiation purposes only and shall not constitute legally binding commitments. This Contract may not be amended, modified or supplemented except by a writing signed by the parties hereto. The energy audit authored by the ESCO and/or its consultant(s), including any summaries, excerpts, and abstracts thereof (collectively, the "Energy Audit"), are used to demonstrate operational and consumption data and calculations and projections regarding savings, but do not reflect the savings guaranteed by the ESCO; in the event of any conflict or contradiction between the Energy Audit and the provisions of this Contract and its Exhibits, the provisions of this Contract and its Exhibits shall govern.

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Section 10.4 Force Majeure. Neither Party shall be considered to be in default hereunder when a failure of performance (other than Owner's obligation to make payment to the ESCO) is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause or event beyond the control of the party. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; hurricane; earthquake; tornado; storm; fire; civil disobedience; disease; epidemic; pandemic; insurrections; riots; labor disputes; labor or material shortages; sabotage; tariffs; restraint by court order or public authority (whether valid or invalid), and action or non-action by any governmental authority or utility or the inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals, in each case if not caused by the fault of the affected party. For the ESCO, an Event of Force Majeure also includes events outside of the control of the ESCO. If either Party is rendered unable to fulfill any of its obligations under this Contract by reason of an Event of Force Majeure it shall give prompt written notice of such fact to the other Party and the affected party's obligations shall be suspended during the pendency of the Event of Force Majeure. If either Party shall be unable to carry out any material obligation under this Contract due to Event of Force Majeure, this Contract shall, at the election of either party: (i) remain in effect but the parties' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) calendar days notice to the other party. Termination under this Section 10.4 relieves both Party's of any and all liability and future obligations, except that Owner must pay any for services and work provided through the date of termination.

Section 10.5 Further Documents. The parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

Section 10.6 Severability. The invalidity or unenforceability of any portion or provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision hereof effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any Party hereto. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Contract are consummated to the extent possible.

Section 10.7 Signatures in Counterpart. This Contract may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute one and the same Contract. A facsimile copy hereof shall suffice as an original.

Section 10.8 Neutral Interpretation. This Contract shall not be construed to have originated by either party, but as prepared equally and jointly by both parties. The fact that the ESCO has drafted the initial form of this Contract shall not affect the interpretation of any provision of the Contract in a manner adverse to the ESCO or otherwise prejudice or impair the ESCO's rights.

Section 10.9 For purposes of this agreement, "Premises" shall include, but is not limited to, all buildings and/or addresses owned and operated by Agency listed in Exhibit A.

ESCO Initials _____ Owner Initials _____

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Section 10.10 The execution of this Contract and performance of the Work is authorized under Tennessee Code § 12-4-110.

Section 10.11 All notices to be given by either party to the other shall be in writing and must be either delivered, emailed, or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to the ESCO:
Path Company, LLC
Attn: Rusty McLellan
5860 Ridgeway Center Parkway, Suite 200
Memphis, TN 38120
Rusty.McLellan@sitelogiq.com
cc: legal@sitelogiq.com

If to Owner:
City of Columbia
Attn: Thad Jablonkski
700 North Garden St
Columbia, TN 38401

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforementioned or upon actual receipt if otherwise delivered or email.

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IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

OWNER	**ESCO**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Approved as to Legal Form:

Jake Hubbell, City Attorney

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Schedules, Exhibits, Attachments

Exhibit A – Scope of Work

HVAC Controls Upgrades

The Columbia Aquatics and Recreation Center is served by (8) packaged rooftop units (RTUs), (3) large split systems, and (3) smaller split systems. The purpose of this project is to replace the facility's existing thermostats with networked thermostats that will allow for the units to be programmed to run on specific schedules and reduce cooling and heating energy during unoccupied hours.

Network Thermostats:

- Provide and install Distech Controls Eclypse Connected Thermostat for (8) RTUs and (6) split systems.
- Include communication wiring and network integration devices as required to support connectivity.
- Integrate equipment into Niagara supervisor.
- Provide functional testing to verify thermostat communication, scheduling, alarms, and occupied/unoccupied Operation
- Integrate the pool unit into the Building Management System (BMS) to allow monitoring, scheduling, and control through the central controls platform.
- Provide and install a web-based front-end interface for the controls system, accessible remotely via the Owner's network, to allow authorized users to monitor system status, adjust schedules, and review alarms.
- Configure system communications to operate through the Owner's existing network infrastructure, with coordination as required for IP addressing, permissions, and connectivity.
- Integrate pool dehumidification unit into controls system for unit overview.

Exclusions

- Any adjustments to building structure.
- Painting, ceiling repairs, drywall, or architectural finishes.
- Controls integration beyond providing BACnet/Niagara points list and assisting during commissioning.
- Temporary heating or cooling during construction unless specifically added.
- Hazardous material abatement.
- Work is based on reuse of existing thermostat wiring where feasible. Replacement of existing thermostat wire is excluded. If existing thermostat wire is found to be damaged, unsuitable, or insufficient for the intended controls installation, replacement shall be performed at the Owner's expense.
- Controls system communication shall be through the Owner's network. Owner shall be responsible for providing all required network access, approvals, IT coordination, active network

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ports, addressing information, firewall permissions, and remote connectivity necessary for system operation and remote access.

- Any network upgrades, cybersecurity modifications, VPN configuration, or IT infrastructure changes required to enable communication or remote access are excluded unless specifically identified herein.

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Exhibit B – Notice to Proceed

This **Notice to Proceed** for Scope per Exhibit A is attached to and made an integral part of that certain Path Company, LLC installation Contract PUBSTH-010863 dated May 20, 2026 by and between Path Company, LLC (the "ESCO") and City of Columbia, (the "Owner").

Having read all of the foregoing, we, the undersigned, hereby ratify, approve, accept, confirm and acknowledge the same to be part of the contract and hereby authorize the ESCO to proceed with the installation of all ECM's listed in Scope per Exhibit A.

IN WITNESS WHEREOF, the duly authorized representative of Owner hereby issues this Notice to Proceed effective as of the date identified below.

OWNER

_____
Signature

_____
Printed Name

_____
Title

_____
Date

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Exhibit C – Certificate of Substantial Completion

This **Certificate of Substantial Completion** ("Certificate") is attached to and made an integral part of that certain Path Company, LLC Installation Contract PUBSTH-010863 dated May 20, 2026 by and between Path Company, LLC (the "ESCO") and City of Columbia, (the "Owner") which provides as follows:

The Work performed has been inspected by the undersigned Owner, have been determined to be substantially complete, and Owner accepts the same.

The Date(s) of Substantial Completion for the Services noted below is/are hereby established as the earlier of (i) the date Owner executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the warranty commencement date noted below as the date this Certificate is submitted to Owner.

The Warranty Period, pursuant to Section 7.0 of the Contract, commences as of the Warranty Commencement Date stated below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Substantial Completion Form, effective as the earlier of (i) the date Owner executes this Certificate or (ii) fourteen (14) calendar days after the warranty commencement date noted in this Certificate.

OWNER	**ESCO**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

ESCO Initials _____ Owner Initials _____

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Exhibit D – Certificate Final Completion and Acceptance

This **Certificate Final Completion and Acceptance** ("Certificate") is attached to and made an integral part of that certain Path Company, LLC Installation Contract PUBSTH-010863 dated May 20, 2026 by and between Path Company, LLC (the "ESCO") and City of Columbia, (the "Owner") which provides as follows:

The Work performed has been inspected by the undersigned Owner, have been determined to be complete, and Owner accepts the same.

The Date(s) of Final Completion for the Services noted below is/are hereby established as the earlier of (i) the date Owner executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the latest warranty commencement date noted below as the date this Certificate is submitted to Owner.

The Warranty Period, pursuant to Section 7.0 of the Contract, commences as of the Date of Final Completion, except as noted below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as the earlier of (i) the date Owner executes this Certificate or (ii) fourteen (14) calendar days after the latest warranty commencement date noted below in this Certificate.

OWNER	**ESCO**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

ESCO Initials _____ Owner Initials _____

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Exhibit E – Hazardous Materials

Pursuant to Section 5.0 of the Contract, the existence of the following Hazardous Materials has been disclosed by Owner and/or otherwise identified prior to the execution of the Contract:

1. PCB-containing ballasts and mercury-containing lamps which shall be replaced by and disposed of by the ESCO and shall be disposed of in name of the Owner as owner/generator of the Hazardous Material
2. Abatement of all asbestos containing materials is the sole responsibility of the Owner and asbestos containing materials shall be removed and disposed of by the Owner in accordance with all Federal, State, and Local codes and ordinances prior to commencement of work by the ESCO under this project in accordance with this Article 5 of the Contract. All asbestos abatement shall be contracted separately at the Owner's expense. To the maximum extent permitted by Tennessee state law, Owner agrees that the ESCO is in no way liable for any damage (bodily injury or property damage) caused by Asbestos or Asbestos containing materials.
3. Lead paint, or any other material classified as hazardous or that requires special testing, handling, abatement and/or disposal that is not specifically addressed is the responsibility of the Owner.

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Exhibit F – IRS 179D Authorization Letter

Thad Jablonkski
City of Columbia
700 North Garden St
Columbia, TN 38401

RE: Path Company, LLC PUBSTH-010863
Subject: 179D Tax Deduction Form of Allocation

Dear Thad Jablonkski:

Path Company, LLC is requesting permission for allocation of the tax deduction incentives allowable under Section §179D of the Internal Revenue Code regarding the Energy Policy Act of 2005. These incentives allow government building owners to allocate potential Section 179D deductions, that are otherwise of no value to tax-exempt entities, to project designers including contractors, consultants, and energy service providers. Per the definitions in Notice 2008-40 and the fact that City of Columbia is tax-exempt, tax deduction incentives can be allocated to the person primarily responsible for the design of this project. We are requesting you verify we are those responsible persons by the execution of your signature on the attached allocation form. After your review, please notify us of any clarification or corrections you may require otherwise please sign and date where indicated.

It was a pleasure partnering with you in the successful implementation of energy-savings measures throughout your facilities and we look forward to furthering this effort in the future. If you have any other questions, please feel free to contact me.

Sincerely,

_____
Rusty McLellan
President

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SECTION 179D ALLOCATION

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient properties. This program allows government building owners to allocate potential Section 179D deductions for the installation of energy efficient systems. Taxpayers eligible to receive an allocation may include architects, engineers, contractors, environmental consultants, or energy service providers. Owner hereby allocates the Section 179D deduction for the property(ies) described below to Path Company, LLC.

GOVERNMENT BUILDING OWNER	DESIGNER
City of Columbia Thad Jablonkski 700 North Garden St Columbia, TN 38401	Path Company, LLC Rusty McLellan 5860 Ridgeway Center Parkway, Suite 200 Memphis, TN 38120 Rusty.McLellan@sitelogiq.com

Property Name	Property Address	Cost of Property	Date Placed in Service	179D Deduction Allocated to Designer

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

_____ _____

Signature of Government Representative Date

_____ _____

Signature of Designer Date

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Exhibit G – Project Payback Documentation

The following exhibits explain the details of the aforementioned Energy Services Contract (ESC) between Path Company, LLC and City of Columbia, as defined by Tennessee Code § 12-4-110. As part of this agreement, Path Company, LLC has developed a project focused on energy efficiency improvements and calculated the savings associated with each portion of this project, but there are no guarantees tied to any numbers shown in Exhibit G – Project Payback Documentation. Although these numbers were meticulously calculated and researched, (as described throughout the following exhibits), **payment is not contingent upon the achieved savings** as they are used only to illustrate the viability of the efficiency improvements.

Base Utility Rates

The table below outlines the rates for which natural gas or electricity savings are considered for the project. These rates are calculated as the sum of the base rates provided by the utility provider, plus applicable fuel cost adjustment riders.

Utility Provider	Utility Type	Rate Schedule	Rate
Columbia Power System	Electric	General Power Part A	$ 0.0678 /kWh
Atmos Energy	Natural Gas	220	$ 0.8348 /Therm

HVAC Controls Savings

The projected energy savings associated with the proposed improvements were calculated using a bin-hour analysis based on the building's existing operating conditions and the proposed operating schedule. The existing and proposed building schedules are below, as well as the bin hours used in the analysis.

Existing Thermostat Schedule	
All Week	6 AM- 8 PM

Proposed Thermostat Schedule	
M-Th	4AM-8PM
F	4AM-6PM
Sat	6AM-6PM
Sun	11AM-5PM

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Mid-pts	DB (°F)	Hrs - Existing Occupied	Hrs - Existing Unoccupied	Hrs - Proposed Occupied	Hrs - Proposed Unoccupied
100.5	100-101	3	0	3	0
98.5	98-99	10	0	10	0
96.5	96-97	43	0	43	0
94.5	94-95	106	0	102	4
92.5	92-93	112	0	104	8
90.5	90-91	127	0	109	18
88.5	88-89	193	2	173	22
86.5	86-87	169	14	144	39
84.5	84-85	195	31	168	58
82.5	82-83	197	57	165	89
80.5	80-81	237	132	205	164
78.5	78-79	196	170	175	191
76.5	76-77	234	174	214	194
74.5	74-75	229	154	216	167
72.5	72-73	238	164	224	178
70.5	70-71	236	138	221	153
68.5	68-69	229	145	219	155
66.5	66-67	218	154	207	165
64.5	64-65	238	149	227	160
62.5	62-63	203	102	189	116
60.5	60-61	167	122	144	145
58.5	58-59	138	98	120	116
56.5	56-57	126	111	124	113
54.5	54-55	130	123	123	130
52.5	52-53	143	113	137	119
50.5	50-51	135	99	127	107
48.5	48-49	179	131	152	158
46.5	46-47	117	113	108	122
44.5	44-45	123	97	119	101
42.5	42-43	125	124	129	120
40.5	40-41	112	78	102	88
38.5	38-39	81	64	69	76
36.5	36-37	87	77	68	96
34.5	34-35	86	60	74	72
32.5	32-33	64	67	57	74
30.5	30-31	63	54	62	55
28.5	28-29	55	54	57	52
26.5	26-27	35	40	30	45
24.5	24-25	28	17	28	17
22.5	22-23	27	12	23	16
20.8	20-21	13	15	11	17
18.5	18-19	7	12	7	12
16.5	16-17	8	10	9	9
14.5	14-15	6	6	6	6
12.5	12-13	4	2	4	2
10.5	10-11	3	0	0	3

The bin hours are used to calculate the bin ratio for each bin, which represents what overall ratio of the building's total cooling capacity is needed to maintain temperature inside the space. The formulas for the occupied and unoccupied bin ratios are below.

$$Occupied\ Bin\ Ratio = \frac{Bin\ Temp\ (°F) - Occupied\ Balance\ Point\ (°F)}{Peak\ Temperature\ (°F) - Occupied\ Balance\ Point\ (°F)}$$

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$$Unoccupied\ Bin\ Ratio = \frac{Bin\ Temp\ (°F) - Unoccupied\ Balance\ Point\ (°F)}{Peak\ Temperature\ (°F) - OccupiedBalance\ Point\ (°F)}$$

The cooling or heating energy required is then the product of the bin ratio, the peak cooling/heating load, and the bin hours. These energies are then summed to get the total annual cooling and heating load. The heating and cooling load are multiplied by their respective efficiencies to get the annual energy consumption. This is repeated with the proposed bin hours to get the final energy savings. The year 1 energy savings are summarized in the table below:

Electrical Consumption Savings (kWh)	Electrical Cost Savings ($)	Natural Gas Consumption Savings (therms)	Natural Gas Cost Savings ($)
5,541	$ 375.38	1,701	$ 1,420.40

The table below shows the annual project savings during the project lifetime.

Year	Annual Energy Cost Savings
Year 1	$ 1,795.78
Year 2	$ 1,849.65
Year 3	$ 1,905.14
Year 4	$ 1,962.30
Year 5	$ 2,021.17
Year 6	$ 2,081.80
Year 7	$ 2,144.26
Year 8	$ 2,208.58
Year 9	$ 2,274.84
Year 10	$ 2,343.09
Year 11	$ 2,413.38
Year 12	$ 2,485.78
Year 13	$ 2,560.35
Year 14	$ 2,637.16
Year 15	$ 2,716.28
Year 16	$ 2,797.77
Year 17	$ 2,881.70
Year 18	$ 2,968.15
Year 19	$ 3,057.20
Year 20	$ 3,148.91
Total	**$48,253.29**

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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 BID AWARD AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND DRAKES CREEK BUILDERS IN THE AMOUNT OF $715,861.00 FOR THE COLUMBIA AQUATICS AND RECREATION CENTER RENOVATIONS.

RECOMMENDATION: Approve.

INFORMATION: This project scope will include, but not limited to, an interior remodel consisting of the reconfiguration of the men's and women's locker rooms, updates to the pool restroom and shower areas, the enclosure of new office spaces, associated plumbing and electrical work and selective wall removal.

CERTIFICATION: The Chief Financial Officer certifies that $715,861 is budgeted and unencumbered in Capital Projects - Columbia ARC - Parks & Recreation Facilities.

ATTACHMENTS: Staff Report, Contract, Performance Bond, General Conditions

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Thirteenth day of April in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Columbia
700 N. Garden Street
Columbia, TN 38401
(931)5601500

and the Contractor:
(Name, legal status, address and other information)

Drakes Creek Builders
190D Saundersville Road STE 4005 Hendersonville, TN 37075
6153385390

for the following Project:
(Name, location and detailed description)

Columbia Aquatics & Recreation Center Remodel
1446 Oak Springs Dr ·
Columbia, TN 38401
Columbia Aquatics & Recreation Center Remodel.
The project scope will include, but is not limited to, an interior remodel consisting of the reconfiguration of the men's and women's locker rooms, updates to the pool restroom and shower areas, the enclosure of new office spaces, associated plumbing and electrical work, and selective wall removal. Throughout the duration of construction, continuous access to fully functional restrooms and shower facilities shall be maintained. Both locker room remodels must be completed and fully operational prior to the commencement of work on the pool family restrooms. Upon completion of the locker room remodels, an additional sixty (60) calendar days shall be allocated for the renovation of the pool family restroom and shower areas. More details are located in the bid document plans and specifications.

The Architect:
(Name, legal status, address and other information)

Lose Design
2809 Foster Avenue
Nashville, TN 37210
6152420040

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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DRAFT

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than One Hundred Twenty plus sixty additional (120 + 60) calendar days from the date of commencement of the Work. (Upon completion of the locker room remodels, an additional sixty (60) calendar days shall be allocated for the renovation of the pool family restroom and shower areas.)

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred and Fifteen Thousand Eight Hundred Sixty-One Dollars and Zero Cents ($ 715,861.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

1200.00

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Application for Payment shall be submitted by the 25th of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (14) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five (5)%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

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[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

City of Columbia
700 N. Garden Street
Columbia, TN 38401
(931) 560-1500

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Drakes Creek Builders
190-D Saundersville Road Suite 4005
Hendersonville, TN 37075
(615)559-8636

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the

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Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

A0.00 COVER
A0.01 GENERAL NOTES & ABBREVIATION
A0.02 GENERAL NOTES, LEGENDS, AND CODE REVIEW
A0.05 ADA STANDARDS
A0.06 ADA STANDARDS
A0.11 LIFE SAFETY PLAN
A1.00 EXISTING OVERALL DEMO PLAN
A1.01 ENLARGE DEMO PLAN
A1.02 DEMO RCP
A1.03 DEMO PICTURES
A1.04 DEMO PICTURES
A2.00 OVERALL FLOOR PLAN
A2.10 NOTED FLOOR PLAN AREA A
A2.11 NOTED FLOOR PLAN AREA B
A2.12 NOTED FLOOR PLAN AREA C
A3.20 WALL SECTIONS
A3.40 PARTITION WALL DETAILS
A4.00 ENLARGED LOCKER ROOM PLAN
A6.00 OVERALL REFLECTED CEILING PLAN
A6.01 ENLARGE REFLECTED CEILING PLAN
A8.00 DOOR SCHEDULE & WINDOWS INFORMATION
A8.01 DOOR & WINDOW DETAILS
A9.00 INTERIOR ELEVATION
A9.01 INTERIOR ELEVATION
A9.02 FLOOR FINISH PLAN
MP.00 HVAC & PLUMBING DEMO FLOOR PLANS
MP.01 HVAC FLOOR PLAN - AREA B&C
MP.02 HVAC FLOOR PLAN - AREA A
MP.03 PLUMBING FLOOR PLANS
PM.10 HVAC & PLUMBING SCHEDULES AND DETAILS
E1.01 LIGHTING PLAN AREA A
E1.02 LIGHTING PLAN AREA B

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E1.03 LIGHTING PLAN AREA C
E2.01 SYSTEM POWER PLAN AREA A
E2.02 SYSTEM POWER PLAN AREA B
E2.03 SYSTEM POWER PLAN AREA C
E4.01 ELECTRICAL LEGENDS, SCHEDULES & NOTES
E4.02 ELECTRICAL SPECIFICATIONS
E4.03 ELECTRICAL COMCHECK

.6 Specifications
Project Manual "Columbia Aquatics & Recreation Center Remodel" (20199-2)

.7 Addenda, if any:
Addenda 1 - Attaching correct document for the Columbia Aquatics & Rec Remodel Arch Set.
Addenda 2 - Answer to Q/A #1 - Correct document for the Arch Set has been added.
Addenda 3 - Pre-Bid Meeting.
Addenda 4 - Q&A #2.
Addenda 5 - Disregard Addendum #4. Q&A #2 will be attached here.
Addenda 6 - Updated Index and Added Specs.
Addenda 7 - Q&A's from pre-bid meeting.

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

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Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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Changes to original AIA text

PAGE 3

[X] Not later than One Hundred Twenty plus sixty additional (120 + 60) calendar days from the date of commencement of the Work. (Upon completion of the locker room remodels, an additional sixty (60) calendar days shall be allocated for the renovation of the pool family restroom and shower areas.)

PAGE 5

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than -(14) days after the Architect receives the Application for Payment.

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A0.00 COVER

A0.01 GENERAL NOTES & ABBREVIATION

A0.02 GENERAL NOTES, LEGENDS, AND CODE REVIEW

A0.05 ADA STANDARDS

A0.06 ADA STANDARDS

A0.11 LIFE SAFETY PLAN

A1.00 EXISTING OVERALL DEMO PLAN

A1.01 ENLARGE DEMO PLAN

A1.02 DEMO RCP

A1.03 DEMO PICTURES

A1.04 DEMO PICTURES

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A2.00 OVERALL FLOOR PLAN

A2.10 NOTED FLOOR PLAN AREA A

A2.11 NOTED FLOOR PLAN AREA B

A2.12 NOTED FLOOR PLAN AREA C

A3.20 WALL SECTIONS

A3.40 PARTITION WALL DETAILS

A4.00 ENLARGED LOCKER ROOM PLAN

A6.00 OVERALL REFLECTED CEILING PLAN

A6.01 ENLARGE REFLECTED CEILING PLAN

A8.00 DOOR SCHEDULE & WINDOWS INFORMATION

A8.01 DOOR & WINDOW DETAILS

A9.00 INTERIOR ELEVATION

A9.01 INTERIOR ELEVATION

A9.02 FLOOR FINISH PLAN

MP.00 HVAC & PLUMBING DEMO FLOOR PLANS

MP.01 HVAC FLOOR PLAN - AREA B&C

MP.02 HVAC FLOOR PLAN - AREA A

MP.03 PLUMBING FLOOR PLANS

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E1.01 LIGHTING PLAN AREA A

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E4.01 ELECTRICAL LEGENDS, SCHEDULES & NOTES

E4.02 ELECTRICAL SPECIFICATIONS

E4.03 ELECTRICAL COMCHECK

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Project Manual "Columbia Aquatics & Recreation Center Remodel" (20199-2)

- - -

Addenda 1 - Attaching correct document for the Columbia Aquatics & Rec Remodel Arch Set.

Addenda 2 - Answer to Q/A #1 - Correct document for the Arch Set has been added.

Addenda 3 - Pre-Bid Meeting.

Addenda 4 - Q&A #2.

Addenda 5 - Disregard Addendum #4. Q&A #2 will be attached here.

Addenda 6 - Updated Index and Added Specs.

Addenda 7 - Q&A's from pre-bid meeting.

Variable Information

PAGE 1

AGREEMENT made as of the Thirteenth day of April in the year Two Thousand Twenty-Six

City of Columbia

700 N. Garden Street
Columbia, TN 38401

(931)5601500

Drakes Creek Builders

190D Saundersville Road STE 4005 Hendersonville, TN 37075

6153385390

Columbia Aquatics & Recreation Center Remodel

1446 Oak Springs Dr ·
Columbia, TN 38401

Columbia Aquatics & Recreation Center Remodel.

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The project scope will include, but is not limited to, an interior remodel consisting of the reconfiguration of the men's and women's locker rooms, updates to the pool restroom and shower areas, the enclosure of new office spaces, associated plumbing and electrical work, and selective wall removal. Throughout the duration of construction, continuous access to fully functional restrooms and shower facilities shall be maintained. Both locker room remodels must be completed and fully operational prior to the commencement of work on the pool family restrooms. Upon completion of the locker room remodels, an additional sixty (60) calendar days shall be allocated for the renovation of the pool family restroom and shower areas. More details are located in the bid document plans and specifications.

Lose Design

2809 Foster Avenue
Nashville, TN 37210

6152420040

PAGE 3

[X] A date set forth in a notice to proceed issued by the Owner.

[X] Not later than One Hundred Twenty plus sixty additional (120 + 60) calendar days from the date of commencement of the Work. (Upon completion of the locker room remodels, an additional sixty (60) calendar days shall be allocated for the renovation of the pool family restroom and shower areas.)

PAGE 4

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred and Fifteen Thousand Eight Hundred Sixty-One Dollars and Zero Cents ($ 715,861.00), subject to additions and deductions as provided in the Contract Documents.

1200.00

PAGE 5

Application for Payment shall be submitted by the 25th of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than - (14) days after the Architect receives the Application for Payment.

Five (5)%

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N/A

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

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City of Columbia

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700 N. Garden Street

Columbia, TN 38401

(931) 560-1500

Drakes Creek Builders

190-D Saundersville Road Suite 4005

Hendersonville, TN 37075

(615)559-8636

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Performance Bond

CONTRACTOR:
(Name, legal status and address)

Drakes Creek Builders
190D Saundersville Rd, STE 4005
Hendersonville, TN 37075

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
City of Columbia
700 N. Garden Street
Columbia, TN 38401

CONSTRUCTION CONTRACT
Date: 04-13-2026
Amount: $ 715861.00
Description:
(Name and location)
Columbia Aquatics & Recreation Center Remodel
1446 Oak Springs Dr ·
Columbia, TN 38401

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $ 715861.0
Modifications to this Bond:

Company:	*(Corporate seal)*	Company:	*(Corporate seal)*
CONTRACTOR AS PRINCIPAL *(Signature)*		**SURETY** *(Signature)*	
(Printed name and title)		*(Printed name and title)*	

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

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

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

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

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

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

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

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

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

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

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.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

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Changes to original AIA text

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Variable Information

PAGE 1

CONTRACTOR:
(Name, legal status and address)

Drakes Creek Builders
190D Saundersville Rd, STE 4005
Hendersonville, TN 37075

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
City of Columbia
700 N. Garden Street
Columbia, TN 38401

CONSTRUCTION CONTRACT
Date: 04-13-2026
Amount: $ 715861.00
Description:
(Name and location)
Columbia Aquatics & Recreation Center Remodel
1446 Oak Springs Dr ·
Columbia, TN 38401

BOND
Date:
(Not earlier than Construction Contract Date)
Amount: $
715861.0
Modifications to this Bond:

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Columbia Aquatics & Recreation Center Remodel
1446 Oak Springs Dr ·
Columbia, TN 38401

THE OWNER:
(Name, legal status and address)

City of Columbia
700 N. Garden Street
Columbia, TN 38401

THE ARCHITECT:
(Name, legal status and address)

Lose Design
2809 Foster Avenue
Nashville, TN 37210

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8 TIME

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

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purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

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but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as

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constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

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Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the

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Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others

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whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

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or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment
If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion
§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use
§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;

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.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

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by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve

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the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to

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fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or

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approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in

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Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner

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may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially

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similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Additions and Deletions Report for
AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:10:28 CDT on 05/22/2026.

Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

Columbia Aquatics & Recreation Center Remodel

1446 Oak Springs Dr ·
Columbia, TN 38401

City of Columbia

700 N. Garden Street
Columbia, TN 38401

Lose Design

2809 Foster Avenue
Nashville, TN 37210

DRAFT

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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 CHANGE ORDER TO THE CONTRACT WITH STEELHEAD BUILDING GROUP FOR THE CONSTRUCTION OF THE RIDLEY PICKLEBALL COURTS IN THE AMOUNT OF $7071.09

RECOMMENDATION: Approve.

INFORMATION: This change order was determined during excavation. Steelhead Building Group located an underground irrigation mainline beneath portions of the proposed post-tension pickleball courts slabs and adjacent to the proposed fence alignment. Based on the overall long-term benefit to the project and reduction in future maintenance risk, Lose Design recommends approval of the change order request #1 in the amount of $7,071.09.

CERTIFICATION:

ATTACHMENTS: Staff Report, Lose Design Change Order #2A

CHANGE ORDER: 1

STEELHEAD
BUILDING GROUP

PROJECT:
Ridley Park
6148 Trotwood Ave.
Columbia TN 38401

PRIME CONTRACT INFORMATION:
Contract Date: 03/26/26

CHANGE ORDER INFORMATION:
Change Order Number: 1
Change Order Date: 06/02/26

OWNER:
City of Columbia
821 W 9Th Street
Columbia TN 38401

ARCHITECT:
Lose Design
2809 Foster Ave.
Nashville TN 37210

CONTRACTOR:
Steelhead Building Group, LLC
105 West Park Drive, Suite 180
Brentwood, TN 37027

DESCRIPTION OF THE CONTRACT CHANGE:

Relocating 3" main irrigation line from underneath the post tension slab.
This includes cutting and capping irrigation line prior to post tension slab and rerouting around slab to "future proof" these courts.

Includes:
- Trenching 240 linear feet of new irrigation line
- All 3" & 4" schedule 40 PVC piping
- All additional wiring required
- All required connection pieces
- All assocaited labor

Refer to Exhibit A, attached hereto, for a summary of costs associated with this Change Order

The original Contract Sum was	$ 1,463,805.00
The Contract Sum will be increased by this Change Order in the amount of	$ 7,071.09
The Contract Time will be unchanged by	0 days.

NOTE: This Change Order does not include adjustments to the Contract Sum or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

In Witness Whereof the parties hereto have executed and agree to the provisions and costs of this Change Order

Lose Design	Steelhead Building Group, LLC	City of Columbia
ARCHITECT *(firm name)*	**CONTRACTOR** *(firm name)*	**OWNER** *(firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

Approved as to Legal Form:
Jake Hubbell, City Attorney

Exhibit A to Change Order 1

STEELHEAD
BUILDING GROUP

Summary of Contract Cost Changes for Change Order 1

Prepared By: **Steelhead Building Group**
Date: **06/02/26**

COST CODE	DESCRIPTION OF WORK			MATERIAL		LABOR		OTHER		SUB TOTAL
		QNTY	UNIT MEAS	UNIT COST	MATERIAL TOTAL	UNIT COST	LABOR TOTAL	UNIT COST	OTHER TOTAL	
	Relocating 236 linear feet of 3" main Irrigation Line from underneath Post Tension Slab	1.00	LS	0.00	0.00	0.00	0.00	LS	$5,999.00	$5,999.00
		0.00	LS	0.00	0.00	0.00	0.00	LS	$0.00	$0.00
		0.00	LS	0.00	0.00	0.00	0.00	LS		$0.00
		0.00	LS	0.00	0.00	0.00	0.00	LS		$0.00
		0.00	LS	0.00	0.00	0.00	0.00	LS		$0.00
		0.00	LS	0.00	0.00	0.00	0.00	LS		$0.00
		0.00	LS	0.00	0.00	0.00	0.00	LS		$0.00
	Sales Tax	Lot.			0.00					$0.00

SUBTOTAL	$	5,999.00
OVERHEAD	$	479.92
EXTENDED GENERAL CONDITIONS	$	-
BOND	$	129.58
FEE	$	462.59
TOTAL	$	7,071.09

Costs presented in this Change are valid until **12:00pm** on **06/06/26** and may require readjustment if Owner approval exceeds this time period.

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Tourism & Marketing Department -Kellye Murphy

AGENDA ITEM TITLE: 7.7 - APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND KALI ALEXANDRIA IN THE AMOUNT OF $4,000 FOR A COLUMBIA SUMMER GETAWAY SOCIAL MEDIA INFLUENCER MARKETING CAMPAIGN.

RECOMMENDATION: Approve.

INFORMATION: Visit Columbia will contract with Kali Alexandria for a summer weekend getaway social campaign as part of the marketing strategy designed to reach travelers through social media to encourage and inspire travel to Columbia while building brand awareness.

CERTIFICATION: The Chief Financial Officer certifies that $4,000 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report
Kali Alexandria Agreement

Content Creator Agreement

Date of Agreement	Date of Agreement	
Dated	*As of the date of the last signature below*	
Between	**City of Columbia, TN**	**Creator**
Client	Full name: Visit Columbia, TN Contact: Lexi Dearborn Email: LDearborn@columbiatn.gov	Full name: Kali Alexandria Belobraydic Email: kalialexandria.ig@gmail.com

Deal Terms	
Campaign Brief	**Campaign Overview** Visit Columbia, TN for a summer weekend getaway story angle, highlighting the charm, outdoor experiences, local dining, and events of Columbia, Tennessee. Trip Dates: August 6–9, 2026 (3-night stay) Posting Date: All agreed deliverables to be posted within 2 weeks of the trip end date. *Campaign Brief & Key Messaging: Visit Columbia will provide brief and key messaging once available.*
Services	The Content Creator shall: • Travel to Columbia, TN to capture and create content for the approved story angle • Produce content incorporating messaging outlined in the campaign brief • Submit in-feed posts (Reel and carousel) to the brand for approval prior to publishing • Instagram Stories will be posted in real time or within a few days of the trip • In-feed deliverables to be submitted for approval within 2 weeks of travel • Submit an analytics report following the campaign
Deliverables	Minimum deliverable requirements: • One (1) collaborative Instagram Reel • One (1) Instagram static image carousel post • 10+ Instagram Stories added to a permanent highlight
Agreed Hashtags & Handles for Mentions	@visitcolumbia, #VisitColumbia and #VisitColumbiaTN
Content Creator Channels	Instagram: @kalialexandria
Image Rights	Organic usage only.

Licence Period	N/A
Boosted Posts	N/A
Creative Review	Visit Columbia will review and approve all agreed posts and captions before the Content Creator publishes on their channels, and has the right to request any edits they feel is necessary.
Payment Terms	Amount will be paid by direct deposit or check. Payment will be made within 30 days of completion of services and receipt of invoice.
Visit Columbia, TN	**Agreed all-in lump sum payment of $4,000 USD (inclusive of deliverable fee and all travel costs including gas, accommodations, activities, and meals).** Visit Columbia agrees to provide: • A suggested itinerary including restaurant recommendations and activity suggestions (to include Duck River kayaking and First Fridays downtown event)

Agreed and accepted on behalf of City of Columbia TN	Agreed and accepted on behalf of Kali Alexandria Belobraydic
Authorised Signatory: _____	Authorised Signatory: _____
Title: _____	Date: _____
Date: _____	

Attested By:

_____
Thad H. Jablonski, City Recorder

Approved as to Legal Form:

_____
Jake Hubbell, City Attorney

CITY OF COLUMBIA TENNESSEE
CITY COUNCIL
STAFF REPORT

STAFF REPORT CONTACT INFORMATION
Tourism & Marketing Department -Kellye Murphy

AGENDA ITEM TITLE: 7.8 - APPROVE AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT BETWEEN THE CITY OF COLUMBIA AND HALEY DECATUR IN THE AMOUNT OF $2,500 FOR A UNIQUE SUMMER TRAVEL DESTINATION SOCIAL MEDIA INFLUENCER MARKETING CAMPAIGN.

RECOMMENDATION: Approve.

INFORMATION: Visit Columbia will contract with Haley Decatur for a unique summer travel destination social campaign as part of the marketing strategy designed to reach travelers through social media to encourage and inspire travel to Columbia while building brand awareness.

CERTIFICATION: The Chief Financial Officer certifies that $2,500 is budgeted and unencumbered in Tourism Enhancement-General Fund - Professional Services.

ATTACHMENTS: Staff Report
Haley Decatur Agreement

TOURISM CONTENT CREATOR AGREEMENT

This Tourism Content Creator Agreement ("Agreement") is entered into by and between the City of Columbia, Tennessee ("City of Columbia TN" or "Visit Columbia") and Haley Decatur, professionally known as @salty_gypsea ("Creator").

Parties

City of Columbia TN
700 N Garden Street
Columbia, TN 38401

AND

Haley Decatur (@salty_gypsea)
1002 Aspen Road
Stafford, VA 22554

Campaign Overview

This Agreement outlines the terms of a tourism marketing collaboration promoting Columbia, Tennessee as a unique summer travel destination.

Trip Dates

July 7–8, 2026

Deliverables

Creator agrees to produce and share the following deliverables during and/or following the trip dates listed above. All content deliverables will be published within fourteen (14) days following departure from Columbia, TN on July 8, 2026:

- One (1) collaborative Instagram Reel promoting Columbia as a unique summer destination, cross-promoted to TikTok and Facebook.
- Daily Instagram Story coverage while onsite in Columbia, TN.

Content will highlight Columbia, Tennessee through experiences, accommodations, dining, activities, local businesses, and/or attractions based on the suggested itinerary provided by Visit Columbia and/or approved collaboratively by both parties.

Content Approval

Creator agrees to provide deliverables to Visit Columbia for review prior to posting. Visit Columbia reserves the right to request 2 rounds of reasonable edits or revisions to ensure brand alignment, factual accuracy, and campaign objectives are met. Creator agrees to make reasonable requested edits prior to final publication.

Compensation

Total compensation for this collaboration shall be $2,500 USD.

This total is inclusive of:

- Content deliverables
- Travel expenses
- Accommodation expenses
- Transportation expenses
- General trip-related expenses

Payment shall be made via check payable to Haley Decatur within thirty (30) days following publication of the collaborative Instagram Reel.

Any payment not received within thirty (30) days of the publication date will incur a late fee of five percent (5%) of the total invoice.

Creator agrees to provide a completed W-9 form to the City of Columbia TN prior to payment processing.

Usage Rights

Creator grants Visit Columbia TN a non-exclusive, non-transferable license to repost and share the final published content organically across Visit Columbia and City of Columbia TN owned social media platforms, websites, newsletters, and tourism marketing materials for a period of twelve (12) months from the publication date. Credit shall be provided to Creator where reasonably possible.

This Agreement does not include paid advertising rights, whitelisting, Spark Ads, paid media usage, commercial licensing to third parties, ownership of raw files, or extended commercial usage unless otherwise agreed upon in writing by both parties.

Additional licensing, paid advertising usage, whitelisting, raw footage usage, or extended usage rights may be negotiated separately and are subject to additional fees.

Creator Responsibilities

Creator agrees to:

- Produce high-quality original content consistent with their established brand and audience.
- Publish content in a timely manner agreed upon by both parties.
- Comply with all applicable FTC guidelines regarding sponsored content disclosures.
- Conduct themselves professionally while representing Columbia, Tennessee during the collaboration.

Cancellation

In the event of cancellation by either party due to unforeseen circumstances, both parties agree to communicate promptly and make reasonable efforts to reschedule or mutually terminate the Agreement without penalty.

Independent Contractor

Creator is acting as an independent contractor and not as an employee, partner, or representative of the City of Columbia TN.

Entire Agreement

This Agreement constitutes the full understanding between both parties and supersedes any prior verbal or written agreements relating to this collaboration.

Signatures

By signing below, both parties acknowledge and agree to the terms outlined in this Agreement.

CITY OF COLUMBIA TN

Signature: _____
Name: Mayor Charles (Chaz) M. Molder
Title: Mayor, City of Columbia TN

Date: _____

CREATOR

Signature: _____
Name: Haley Decatur
Title: Creator / @salty_gypsea

Date: _____

Approved as to Legal Form:

Jake Hubbell, City Attorney

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:
APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE SOFTWARE LICENSING AGREEMENT WITH ESKILL IN THE AMOUNT OF $5,300 TO PROVIDE VALID AND RELIABLE TESTING FOR PRE-EMPLOYMENT AND SKILLS GAP TESTING

RECOMMENDATION: Approve.

INFORMATION: Using eSkill-provided tests will provide validity and reliability to avoid disparate impact charges. They have a bank of over 800 standardized tests to administer for pre-employment and skills gap assessments, which help assign learning and development courses.

CERTIFICATION:

ATTACHMENTS: Staff Report, Software licensing agreement.

eSkill

Talent Assessment Platform



Purchase Agreement

This is not an invoice.

eSkill

Package Description	Foundation Package: Pre-Built Assessments, Complete Test Library, Standard Reporting & Analytics, Self-Guided Onboarding, Customer Email Support.	Order Date	4/28/2026
		Order Expiration Date	6/30/2026
Additional Info	This Agreement will automatically renew for the same term unless either party provides written notice of non-renewal at least thirty (30) days before the end of the current term. Any renewal will continue under the same terms unless both parties agree in writing to changes.		

Product Description	Sales Price	Quantity	Results annually up to	Total Price
Foundation Package	USD 5,300.00	1.00	150	USD 5,300.00

Contract Start Date	6/22/2026	Service Term	12 months
Contract End Date	6/21/2027		
Payment Terms	Net 15	Total Price	USD 5,300.00
Payment Due Date	5/13/2026		
Email (for invoices)	kmcneely@columbiatn.gov		

City of Columbia	eSkill
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

This Service Order is governed by the Terms of Service that can be accessed at **https://www.eskill.com/terms-of-use**.

By signing this order form, I acknowledge I have read and understood the ***Privacy Policy***.

For invoices exceeding $5,000 USD, credit card payments may be accepted at eSkill's sole discretion and will be subject to a 3% processing fee on the invoiced amount (excluding taxes). Customers may avoid this fee by remitting payment via ACH or wire transfer.

Attested By:

Thad H. Jablonski, City Recorder

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. 26-37 – TAX CORRECTIONS

RECOMMENDATION: Approve Resolution No. 26-37.

INFORMATION: The City Recorder is presenting tax corrections through 5/21/2026 for Council consideration as submitted by Mr. Bobby Daniels, Maury County Tax Assessor.

CERTIFICATION:

ATTACHMENTS: Staff Report for Resolution 26-37; Resolution No. 26-37; Resolution No. 26-37 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. 26-37

1. PICK UP ROLLBACK TAXES IN THE NAME OF BRIGHTLAND HOMES OF TENNESSEE LLC. MAP 112 018.03 S/I 001, TROTWOOD AVE. SUPPLEMENT ROLLBACK TAXES FOR 2023, 2024, AND 2025 TAX YEARS ON 44.9 ACRES IN THE AMOUNT OF $3,285.00 ON THE 2025 TAX ROLL, PER MAURY COUNTY TAX ASSESSOR.

2. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF MID TN CONSTRUCTORS. MAP 089E D 002.02 P 501, 406 SANTA FE PIKE. PROPERTY VALUE $1,440,009.00, ASSESSED VALUE $432,003.00, AND TAXES $3,564.00. PICKUP DUE TO 2025 AUDIT FOR 2024 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

3. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF MID TN CONSTRUCTORS. MAP 089E D 002.02 P 500, 406 SANTA FE PIKE. PROPERTY VALUE $1,517,349.00, ASSESSED VALUE $455,205.00, AND TAXES $3,756.00. PICKUP DUE TO 2025 AUDIT, PER MAURY COUNTY TAX ASSESSOR.

4. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF PRESTIGE MARBLE & GRANITE. MAP 113 080.43 P 500, 2494 PARK PLUS DR. PROPERTY VALUE $834,724.00, ASSESSED VALUE $250,417.00, AND TAXES $2,066.00. PICKUP DUE TO 2025 AUDIT, PER MAURY COUNTY TAX ASSESSOR.

5. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF PRESTIGE MARBLE & GRANITE. MAP 113 080.43 P 501, 2494 PARK PLUS DR. PROPERTY VALUE $1,000,559.00, ASSESSED VALUE $300,168.00, AND TAXES $2,477.00. PICKUP DUE TO 2025 AUDIT FOR 2024 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

6. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF PRESTIGE MARBLE & GRANITE. MAP 113 080.43 P 502, 2494 PARK PLUS DR. PROPERTY VALUE $1,001,882.00, ASSESSED VALUE $300,564.00, AND TAXES $2,480.00. PICKUP DUE TO 2025

AUDIT FOR 2023 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

7. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF PRESTIGE MARBLE & GRANITE. MAP 113 080.43 P 503, 2494 PARK PLUS DR. PROPERTY VALUE $923,537.00, ASSESSED VALUE $277,061.00, AND TAXES $2,286.00. PICKUP DUE TO 2025 AUDIT FOR 2022 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

8. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF COLUMBIA FARMERS INC. MAP 112 019.11 P 500, 5021 TROTWOOD AVE STE C. PROPERTY VALUE $11,054.00, ASSESSED VALUE $3,316.00, AND TAXES $27.00. PICKUP DUE TO 2025 AUDIT FOR 2024 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

9. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF COLUMBIA FARMERS INC. MAP 112 019.11 P 501, 5021 TROTWOOD AVE STE C. PROPERTY VALUE $19,500.00, ASSESSED VALUE $5,850.00, AND TAXES $48.00. PICKUP DUE TO 2025 AUDIT FOR 2023 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

10. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF COLUMBIA FARMERS INC. MAP 112 019.11 P 502, 5021 TROTWOOD AVE STE C. PROPERTY VALUE $20,800.00, ASSESSED VALUE $6,240.00, AND TAXES $51.00. PICKUP DUE TO 2025 AUDIT FOR 2022 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

11. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF QUALITY INN DBA SAADGURU KRUPA INC. MAP 113 080.43 P 500, 1544 BEAR CREEK PIKE. PROPERTY VALUE $43,706.00, ASSESSED VALUE $13,112.00, AND TAXES $108.00. PICKUP DUE TO 2025 AUDIT FOR 2022 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

12. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF MUSCLE MEN MOVING. MAP 090I A 006.00 P 500, 111

NASHVILLE HWY. PROPERTY VALUE $143,200.00, ASSESSED VALUE $42,960.00, AND TAXES $354.00. PICKUP DUE TO 2025 AUDIT FOR 2024 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

13. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF MUSCLE MEN MOVING. MAP 090I A 006.00 P 501, 111 NASHVILLE HWY. PROPERTY VALUE $284,660.00, ASSESSED VALUE $85,398.00, AND TAXES $705.00. PICKUP DUE TO 2025 AUDIT FOR 2023 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

14. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF MUSCLE MEN MOVING. MAP 090I A 006.00 P 502, 111 NASHVILLE HWY. PROPERTY VALUE $492,400.00, ASSESSED VALUE $147,720.00, AND TAXES $1,219.00. PICKUP DUE TO 2025 AUDIT FOR 2022 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

15. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF EMBERS TAVERN & GRILL. MAP 042 013.08 P 501, 2513 HOSPITALITY DR. PROPERTY VALUE $6,240.00, ASSESSED VALUE $1,872.00, AND TAXES $15.00. PICKUP DUE TO 2025 AUDIT FOR 2022 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

16. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF EMBERS TAVERN & GRILL. MAP 042 013.08 P 500, 2513 HOSPITALITY DR. PROPERTY VALUE $1,114.00, ASSESSED VALUE $334.00, AND TAXES $3.00. PICKUP DUE TO 2025 AUDIT FOR 2024 TAX YEAR, PER MAURY COUNTY TAX ASSESSOR.

17. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF WORTHINGTON GLEN APARTMENTS. MAP 044 009.28 P 500, 1000 WORTHINGTON LN. PROPERTY VALUE $39,819.00, ASSESSED VALUE $11,946.00, AND TAXES $70.00. PICKUP DUE TO 2025 AUDIT, PER MAURY COUNTY TAX ASSESSOR.

18. PICK UP 2025 PERSONAL PROPERTY TAX IN THE NAME OF WORTHINGTON GLEN APARTMENTS. MAP 044 009.28 P 500,

1000 WORTHINGTON LN. PROPERTY VALUE $31,7509.00, ASSESSED VALUE $11,946.00, AND TAXES $70.00. PICKUP DUE TO 2025 AUDIT, 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. 26-38 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING THE HILLCREST TOWNHOMES (WATERFORD TOWNHOMES)

RECOMMENDATION: Approve Resolution No. 26-38.

INFORMATION: The Hillcrest Townhomes (Waterford Townhomes) consists of 755 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. 26-38 Lien Affidavit
Resolution No. 26-38 Dedication Letter
Resolution No. 26-38

RESOLUTION NO. 26-38

A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING HILLCREST TOWNHOMES (WATERFORD TOWNHOMES)

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 755 linear feet of gravity main serving Hillcrest Townhomes (Waterford Townhomes); 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 Hillcrest Townhomes (Waterford Townhomes).

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

AFFIDAVIT
TO
CITY OF COLUMBIA, TENNESSEE

Project: Hillcrest Townhomes (Waterford Townhomes)

This is hereby an affidavit documenting there are no liens against the sewer improvements amounting to 755 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: M/I Homes of Nashville, LLC

SIGNATURE: _____

DATE: 4/14/26

State of Tennessee County of Williamson

Personally appeared before me, the undersigned authority, a Notary Public in and for said County, the within named M/I Homes of Nashville, LLC, OWNER, with whom I am personally acquainted or provided to me on the basis of satisfactory evidence and who acknowledged that he, M/I Homes of Nashville, LLC, OWNER signed the foregoing (Affidavit) instrument for the purpose herein contained.

Witness our hands and seal at Franklin, Tennessee this the 14th day of April, 2025.

_____
Notary Public Signature
Commission Expiration: 3-5-30

KAYLEE HARMON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-05-2030

Date: 8 April 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 Hillcrest Townhomes (Waterford Townhomes) in the amount of 755 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 $18,308.75, 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:
Eli Jordan

Lot Numbers included in this dedication:

201-255

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. 26-39 - A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING HILLCREST VILLAGE, PHASE 2 AND PHASE 3

RECOMMENDATION: Approve Resolution No. 26-39.

INFORMATION: Hillcrest Village Phase 2 and Phase 3 consists of 2665 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. 26-39 Lien Affidavit
Resolution No. 26-39 Dedication Letter
Resolution No. 26-39

A RESOLUTION TO ACCEPT THE OWNERSHIP AND MAINTENANCE OF SEWER IMPROVEMENTS SERVING HILLCREST VILLAGE, PHASE 2 AND PHASE 3

WHEREAS, The City of Columbia, has been requested to accept ownership and maintenance of 2665 linear feet of gravity main serving Hillcrest Village, Phase 2 and Phase 3; 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 Hillcrest Village, Phase 2 and Phase 3.

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

AFFIDAVIT
TO
CITY OF COLUMBIA, TENNESSEE

Project: Hillcrest Village, Phase 2 and Phase 3

This is hereby an affidavit documenting there are no liens against the sewer improvements amounting to 2665 to service the property referenced above and an agreement to indemnify and hold harmless from any which may be asserted against same.

OWNER: M/I Homes of Nashville, LLC

SIGNATURE: _____

DATE: 4/14/26

State of Tennessee County of Williamson

Personally appeared before me, the undersigned authority, a Notary Public in and for said County, the within named NoMau Partners, LLC, OWNER, with whom I am personally acquainted or provided to me on the basis of satisfactory evidence and who acknowledged that he, NoMau Partners, LLC, OWNER signed the foregoing (Affidavit) instrument for the purpose herein contained.

Witness our hands and seal at Franklin, Tennessee this the 14th day of April, 2025.

_____
Notary Public Signature

Commission Expiration: 3-5-30

KAYLEE HARMON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-05-2030

Date: 9 April 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 Hillcrest Village, Phase 2 and Phase 3 in the amount of 2665 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 $64,626.25, 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:
Eli Jordan

Lot Numbers included in this dedication:
91-96, 104-119, 10-39, 74-81

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: 2ND 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

RECOMMENDATION: Approve Ordinance No. 4585 on second consideration.

INFORMATION: The proposed ordinance is the fourth 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 $400,00 and increase ARC HVAC by same 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.

On second consideration, the following items are added:

- Budget Street Paving Amendment with transfer from CPF totaling $1,000,000 and $163,622 for University Drive Paving as part of the FY 26 funding cycle/contract,
- Budget transfer for Health Plan reserves totaling $500,000 in the General Fund and $62,300 in the Wastewater Fund,
- Budget retirement contribution totaling $500,000,
- Budget transfer to Capital Projects totaling $475,775 and transfers to Grants Fund totaling $198,841,
- Budget increase to expenses for General Fund departments totaling $784,650.00 across,
- Budget increase to expenses for SAN Fund totaling $455,500,
- Budget increased amount to cover landfill expenditures totaling $214,664,
- Budget increase and transfer funds to Capital totaling $459,775,
- Transfer $540,000 in from bridge project to street paving in the General Fund,
- Budget 2025 CDBG - Drainage Improvements at S. Main and E. 9th Street in the Grants Fund totaling $946,857,
- Budget amendment No. 4 - Lytle Creek Bridge Replacement Engineering – in the Grants Fund totaling $16,000,

- Transfer/budget $1,657,105.51 to/from Capital to General Fund due to FY 25 remaining proceeds,
- Budget transfer for Health Plan reserves totaling $62,300 in Wastewater,
- Budget increase to expenses for Wastewater totaling $2,604,991.24.

A detailed schedule of items included within this budget amendment is attached. This amendment increases
the City's total budget for FY 2026 by $15,419,351 to $200,390,741.

ORDINANCE NO. 4585 (AMENDED)

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 $200,390,741, an increase of $15,419,351.

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

General Government total of $15,839,071 be amended to $22,002,564, an increase of $6,163,494.

Police total of $12,111,035 be amended to $12,178,035, an increase of $67,000.

Fire total of $10,098,440 be amended to $10,131,936, an increase of $33,497.

Streets total of $4,468,034 be amended to $4,532,184, an increase of $64,150.

Parks total of $5,158,792 be amended to $5,079,792, a decrease of $79,000.

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 $5,931,076, an increase of $1,033,164.

Capital Projects total of $13,572,489 be amended to $17,355,019, an increase of $3,782,531.

Grants total of $3,899,006 be amended to $5,078,530, an increase of $1,179,525.

Wastewater total of $101,683,536 be amended to $104,838,527, an increase of $3,154,991.

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 6th day of May, 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
2nd Consideration - June 11th (6/11/26)

General City Admin		
Budget transfer to Capital Projects		1,430,650.00
Transfer funds from Tourism Enhancement for Sports Tourism Equipment		(165,000.00)
Total General City Admin	**$**	**1,265,650.00**
Fire		
Haz-Mat payment from Tennessee Southern Railroad		7,496.77
Total Fire	**$**	**7,496.77**
Parks		
Reduce funds to transfer to Capital Projects		(304,000.00)
Total Parks	**$**	**(304,000.00)**
TOTAL GENERAL FUND	**$**	**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		304,000.00
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	**$**	**1,649,650.00**
Grants		
2026 Rescue Squad Grant - Rope Harness and Inflatable Raft		9,450.00
Total Grants	**$**	**9,450.00**
Wastewater Fund		
Engineering for Pumpkin Creek Project		550,000.00
Total Wastewater (Sewer) Fund	**$**	**550,000.00**
Total Increase - All Funds (First Consideration)	**$**	**3,561,246.77**

General City Admin	
Budget Street Paving Amendment with transfer from CPF	1,000,000.00
Budget University Drive Paving for Additional FY 26 Funding	163,622.00
Budget retirement contribution	500,000.00
Budget transfer for Health Plan reserves	500,000.00
Budget transfer to Capital Projects	16,000.00
Budget transfer to Grants	198,841.00
Budget increase to expenses for General Fund	506,500.00
Budget reserves from CPF transfer	1,657,105.51
Budget increase and transfer funds to Capital	459,775.00

	Total General City Admin	**$**	**5,001,843.51**
Police			
Budget increase to expenses for General Fund			67,000.00
	Total Police	**$**	**67,000.00**
Fire			
Budget increase to expenses for General Fund			26,000.00
	Total Fire	**$**	**26,000.00**
Streets			
Budget increase to expenses for General Fund			64,150.00
	Total Steets	**$**	**64,150.00**
Parks			
Budget increase to expenses for General Fund			121,000.00
	Total Parks	**$**	**121,000.00**
	TOTAL GENERAL FUND	**$**	**5,279,993.51**
Sanitation			
Budget increase to expenses for SAN Fund			455,500.00
Budget increased amount to cover landfill expenditures			214,664.00
	Total Sanitation	**$**	**670,164.00**
Capital Projects			
Budget/transfer bridge project to street paving (General Fund)			540,000.00
Budget/transfer bridge project to street paving (General Fund)			(540,000.00)
Budget increase and transfer funds to Capital			459,775.00
Budget transfer from CPF to General for unused prior year proceeds			1,657,105.51
	Total Capital Projects	**$**	**2,116,880.51**
Grants Fund			
Budget 2025 CDBG - Drainage Improvements at S Main and E 9th Street			946,857.00
Budget amendment No. 4 - Lytle Creek Bridge Replacement Engineering			16,000.00
Budget increase to expenses for Grants			223,217.64
	Total Grants Fund	**$**	**1,186,074.64**
Wastewater Fund			
Budget transfer for Health Plan reserves			62,300.00
Budget increase to expenses for Wastewater			2,542,691.24
	Total Wastewater (Sewer) Fund	**$**	**2,604,991.24**
Total Increase - All Funds (Second Consideration)		**$**	**11,858,103.90**
Total Increase - All Funds (First and Second Consideration)		**$**	**15,419,350.67**

CITY OF COLUMBIA
FY 2026 APPROPRIATION AMENDMENT #4
Second Consideration 6/11/26

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	$	304,000.00	Parks - ARC - Salaries

Increase Expenditures

11041900-OC766	$	1,430,650.00	Gen Govt - Tsf to CPF
12743210-OC766	$	219,000.00	SAN - Tsf to CPF

Increase Revenues

31137940	$	1,430,650.00	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-OC937	$	304,000.00	CPF-ARC - Improvement other than Bldgs
31144480-OC942	$	(400,000.00)	CPF-ARC - Machinery/Equipment
31144480-OC937	$	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

Items added for Second Consideration on 6/11/26

7) Budget State Street Aid Paving Amendment for Additional FY 26 Funding

Decrease Expenditures

31143710-OC932	$	540,000.00	State Street Aid - Street Paving

Increase Expenditures

31141900-OC762	$	540,000.00	Transfer to General Fund

Increase Revenues

11037942	$	540,000.00	Transfer from Capital Fund

Increase Revenues

11037110	$	460,000.00	Prior Year Revenue

Increase Expenditures

11041900-OC268	$	1,000,000.00	General Fund - Street Paving

8) Transfer/budget funds for Iron Bridge CO #4

Budget amendment No. 4 - Lytle Creek Bridge Replacement Engineering

Increase Revenues

110-37110	$	16,000.00	Prior Year Revenue

Increase Expenditures

11041900-OC766	$	16,000.00	Tsf to CPF

Increase Revenues

31137940	$	16,000.00	Transfer From General Fund*

Increase Expenditures

311-41850-OC923	$	16,000.00	CPF-Bridge Improv

9) Budget 2025 CDBG

Drainage Improvements at South Main and East 9th Street Intersection

Increase Revenues

110-37110	$	198,841.00	Prior Year Revenue

Increase Expenditures

11041900-OC768	$	198,841.00	Gen Govt - Misc. - Transfer to Grants

Increase Revenues

322-37940	$	198,841.00	Transfer From General Fund

Increase Revenues

322-33199	$	748,016.00	CDBG Grant

Increase Expenditures

322-41925-OC290	$	275,564.00	Grants-CDBG Grant - Drainage
322-41925-OC934	$	671,293.00	Grants-CDBG Grant - Drainage
	$	**946,857.00**	**Total CDBG Grant**

10) Budget retirement contribution

Increase Revenues

110-37110	$	500,000.00	Prior Year Revenue

Increase Expenditures

11041900-OC290	$	500,000.00	Gen Govt - Misc. - Other

11) Budget transfer for Health Plan reserves

Transfer for governmental funds (General and Sanitation)

Increase Revenues

110-37110	$	500,000.00	Prior Year Revenue

Increase Expenditures

110-41900-OC760	$	500,000.00	Gen Govt - Misc. - Transfers

Transfer for enterprise fund (Wastewater Fund)

Increase Revenues

412-37110	$	62,300.00	Prior Year Revenue

Increase Expenditures

412-41900-OC760	$	62,300.00	Gen Govt - Misc. - Transfers

12) Budget increased amount to cover landfill expenditures

Increase Revenues

127-37110	$	214,664.00	Prior Year Revenue

Increase Expenditures

12743210-OC295	$	214,664.00	Sanitation - Admin - Landfill

13) Budget University Drive Paving for Additional FY 26 Funding

Increase Revenues

11037110	$	163,622.00	Prior Year Revenue

Increase Expenditures

11041900-OC268	$	163,622.00	General Fund - Street Paving

14) Budget increase to expenses for General Fund

Increase Revenues

11037110		784,650.00	Prior Year Revenue

Increase Expenditures

11041900-OC142	$	350,000.00	Gen City Admin - Group Insur
11041900-OC269	$	60,000.00	Gen City Admin - M&R Other
11041900-OC498	$	11,000.00	Misc Tornado Expenses
11041900-OC510	$	80,000.00	GenCityAdmin-InsurSuretyBond
11041950-OC112	$	1,000.00	Tourism Enhancement - Overtime
11041954-OC240	$	4,500.00	Tourism - VC - Utilities
11042123-OC112	$	35,000.00	Police - Patrol - Overtime
11042150-OC112	$	15,000.00	Police-SupServ-Overtime

11042150-OC297	$	17,000.00	Police-SupServ-SupplemToE-911
11042220-OC240	$	20,000.00	Fire - Suppress - Utilities
11042220-OC331	$	5,000.00	Fire - Suppress - Fuel
11042230-OC331	$	500.00	Fire - Invest - Fuel
11042260-OC331	$	500.00	Fire-Emer Mgmt - Fuel
11043110-OC240	$	3,500.00	Street-General - Utilities
11043120-OC112	$	21,000.00	Street-Maint - Overtime
11043120-OC331	$	250.00	Street-Maint - Fuel
11043120-OC410	$	2,000.00	Street-Maint-Concre&ClaySupply
11043126-OC269	$	6,900.00	Street-Vehicle M-M&R Other
11043126-OC112	$	10,000.00	Street-Vehicle M-Overtime
11043126-OC331	$	15,000.00	Street-Vehicle M - Fuel
11043126-OC332	$	2,500.00	Street-Vehicle M-M&R&Auto
11043160-OC112	$	3,000.00	Street-TrafficControl-Overtime
11044410-OC112	$	13,000.00	Rec - Admin - Overtime
11044415-OC240	$	45,000.00	Rec-Maint Shop - Utilities
11044412-OC331	$	3,000.00	Rec - Maint Shop - Fuel
11044435-OC211	$	25,000.00	Rec-RecProg-OfficeServExp
11044450-OC240	$	35,000.00	Rec-Ridley Park-Utilities
Total	$	784,650.00	

15) Budget increase to expenses for Sanitation

Increase Revenues

12737110	455,500.00	Prior Year Revenue

Increase Expenditures

12743210-OC112	$	17,000.00	San-Gen-Overtime
12743210-OC240	$	3,500.00	San-Gen-Utilities
12743210-OC290	$	150,000.00	San-Gen - Other Serv & Chargs
12743210-OC295	$	165,000.00	San-Gen-Landfill Charge
12743210-OC510	$	40,000.00	San-Gen- Insur & Surety Bonds
12743220-OC112	$	18,000.00	San - Brush/Trash - Overtime
12743220-OC261	$	2,000.00	San-Brush/Trash-M&R Auto
12743220-OC332	$	35,000.00	San - Brush/Trash - M&R & Auto
12743230-OC331	$	7,000.00	San - Commercial - Fuel
12743235-OC331	$	10,000.00	San - Residential -Fuel
12743235-OC332	$	8,000.00	San - Residential - M&R & Auto
Total	$	455,500.00	

16) Budget increase and transfer funds to Capital

Increase Revenues

11037110	459,775.00	Prior Year Revenue

Increase Expenditures

11041900-OC766	459,775.00	TSFR to CPF

Increase Revenues

31137940	459,775.00	TSFR from General Fund

Increase Expenditures

31141320-OC939	$	1,932.00	Other Improvements
31141900-OC912	$	155,166.00	Site Development
31141950-OC939	$	1,932.00	Other Improvements
31142210-OC920	$	124,084.00	Fire-Admin - Buildings
31142210-OC920	$	55,045.00	Fire-Admin - Buildings
31142210-OC920	$	9,340.00	Fire-Admin - Buildings
31143120-OC939	$	1,932.00	Other Improvements
31143120-OC941	$	1,528.00	Transportation Equip - Vehicle
31144450-OC937	$	108,816.00	Parks & Recreation Facilities
Total	$	459,775.00	

17) Budget increase to expenses for Wastewater

Increase Revenues

41237110	2,542,691.24	Prior Year Revenue

Increase Expenditures

41252212-OC250	$	722.50	Pumping Station - Profes Serv
41252212-OC931	$	38,535.00	PumpingStation-PumpStationProj
41252212-OC932	$	156,466.00	PumpingStation-BearCreekPSProj
41252213-OC146	$	75,000.00	WWTreatPlnt-Work Comp
41252213-OC250	$	6,251.00	WW Treat Plant-Profes Serv
41252213-OC259	$	498,000.00	WW Treat Plant - Admin Fee
41252213-OC293	$	175,000.00	WWTreatPlnt-Billing&Collection
41252213-OC510	$	31,000.00	WWTreatPlant-Insur&SuretyBnd
41252213-OC530	$	27,000.00	WW Treat Plant - Rents
41252213-OC921	$	1,430,216.74	WW Treat Plant - Plant Impr
41252213-OC930	$	74,000.00	WWTreatPlant-ImprovOthrThnBldg
41252235-OC250	$	30,500.00	Professional Services
Total	$	2,542,691.24	

18) Budget increase to expenses and transfers for Grants

Decrease Expenditures

32237110	$	223,217.64	Bridge Improvements

Increase Expenditures

32243110-OC931	$	192,551.99	Land and Easement
32244410-OC920	$	23,650.00	Building & Structures
32243710-OC250	$	7,015.65	Professional Services
Total	$	223,217.64	

19) Budget transfer from CPF to General for unused prior year proceeds

Budget/transfer from CPF to General for unused prior year proceeds from FY 25

Increase Revenues

110-37942	$	1,657,105.51	Prior Year Revenue

Increase Expenditures

11041900-OC800	$	1,657,105.51	Tsf to CPF

Increase Revenues

311-37110	$ 1,657,105.51	Prior Year Revenue

Increase Expenditures

31141900-OC762	$ 1,657,105.51	Transfer to General Fund

FY 2026 Budget Summary - AA#4						
6/11/2026						
		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	$1,992,812	$7,795,419	$12,214,334	$0	$0	$22,002,564
Police	$10,171,754	$2,006,281	$0	$0	$0	$12,178,035
Fire	$9,207,355	$924,581	$0	$0	$0	$10,131,936
Streets & Maintenance	$3,655,471	$876,713	$0	$0	$0	$4,532,184
Development Services	$2,377,861	$465,860	$0	$0	$0	$2,843,721
Parks & Recreation	$3,759,607	$1,320,185	$0	$0	$0	$5,079,792
Total General Fund	$34,104,122	$14,686,268	$12,214,334	$0	$0	$61,004,723
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	$2,066,235	$3,135,241	$729,600	$0	$0	$5,931,076
Debt Service Fund	$0	$0	$0	$0	$1,338,969	$1,338,969
Capital Projects Fund	$0	$500,000	$2,197,106	$14,657,914	$0	$17,355,019
Grants Fund	$0	$2,061,466	$0	$3,017,065	$0	$5,078,530
Wastewater (Sewer) Fund	$4,416,608	$7,065,936	$62,300	$85,800,274	$7,493,409	$104,838,527
Grand Total	$40,586,965	$29,916,788	$17,529,359	$103,525,252	$8,832,378	$200,390,741

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: 2ND 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 $0.6068 PER $100.00-CITY RECORDER'S OFFICE.

RECOMMENDATION: Approve Ordinance No. 4586 on second consideration.

INFORMATION: Annually, the City Council adopts the property tax rate via a tax levy ordinance. At the May 14th meeting, the property tax rate was proposed to be carried forward from the previous tax year with no change recommended. 2026 is a reappraisal year for Maury County to complete a countywide reappraisal to include all property within the City of Columbia city limits. The Maury County Assessor of Property has provided the City with the attached certified tax rate calculation form. The certified tax rate is calculated to produce substantially the same amount of revenue as the prior year, excluding new construction and improvements.

Following City Council approval of the prior year tax rate on first consideration, the tax levy ordinance, Ordinance No. 4586, has been prepared "as amended" to include the new certified tax rate on second consideration. If adopted as amended, the property tax rate would be reduced from $0.8251 to the certified tax rate of $0.6068 per $100.00 of assessed value. This represents a 26.5% decrease in the property tax rate.

The total tax base assessment in 2022 - the last reappraisal year - was $1,515,041,776.00. This year the total tax base assessment was $2,425,633,901.00.

CERTIFICATION: N/A

ATTACHMENTS: Staff Report Ordinance 4586; 2nd Consideration - Ordinance No 4586 as amended; Calculation Form for Certified Tax Rate

AN ORDINANCE FIXING THE TAX RATE FOR THE CITY OF COLUMBIA FOR THE YEAR 2026 ON ALL TAXABLE PROPERTY AT THE RATE OF $0.6068 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 $0.6068 on each $100.00 of such taxable property for the year 2026 for the following purposes:

General Corporation Purposes	$0.6068

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 the Main Street Maury of Columbia, Tennessee.

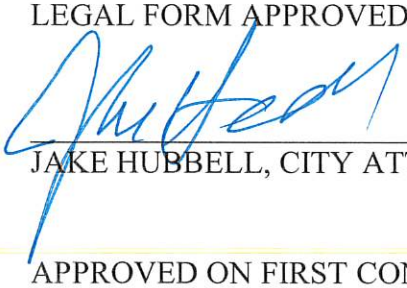
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the _____ day of _____, 2026.

_____
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 _____

CALCULATION FORM FOR CERTIFIED TAX RATE

COUNTY	JURISDICTION	TAX YEAR
Maury County (060)	Columbia (60156) - 5-12-2026	2026

	Current Year	Prior Year
1. Appraisal Ratio	1.0000	0.7918
2. Total locally assessed Real Property	$ 2,327,448,315	$ 1,640,554,160
(Less new real)	$ (47,733,654) *	
3. Total assessed value of tangible Personal Property	$ 130,619,992	$ 135,077,767
(Less new personal)	$ (15,654,963) *	
4. Total locally assessed tax base with adjustments	$ 2,394,679,690	$ 1,775,631,927
5. Estimated public utlity assessments	$ 30,954,211	$ 24,509,544
6. Total Tax Base Assessment	$ 2,425,633,901	$ 1,800,141,471
7. Prior Year's Tax Rate		0.8251
8. Prior year's adjusted tax levy		$ 14,719,701
9. Certified Tax Rate	$ 0.6068 **	

By signing this calculation form you are concurring in the calculated certified tax rate.

_____	_____	_____
Signature - County Assessor	Signature - County/City Mayor	Signature - (Finance Officer, Treasurer, etc.)
_____	_____	_____
Print Name	Print Name	Print Name
_____ Date	_____ Date	_____ Date

Please Note:

***New property is removed from the tax base in order to ensure that all property taxed the year prior to reappraisal produces the same total revenue after reappraisal. For budget purposes, add new property to the total tax base to determine property tax revenue.**

****Rounding up is not permitted.**

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: 2ND CONSIDERATION OF ORDINANCE NO. 4587 (AS AMENDED) – APPROPRIATION ORDINANCE FOR FISCAL YEAR JULY 1, 2026 THROUGH JUNE 30, 2027

RECOMMENDATION: Approve Ordinance No. 4587, as amended, on second consideration.

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 meeting. The annual budget proposal was presented to Council Members during one-on-one meetings for review of all City departments and funds in advance of first consideration. A Public Hearing is required prior to second consideration and is scheduled for June 11, 2026. Required publication of the tentative Appropriation Ordinance was made in the Main Street Maury newspaper on May 6, 2026. A notice of public hearing including FY 2027 proposed along with current year (2026) and last audited year (2025) budgeted figures was published May 6, 2026.

Since the City Council approved the Appropriation Ordinance on first consideration, an increase in the appropriation for Animal Shelter services of 10%, or $24,200, has been included for second consideration.

The total proposed budget, all funds, totals $84,466,601.

CERTIFICATION: N/A.

ATTACHMENTS: Staff Report, Ordinance No. 4587 as amended; Final Budget Message.

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			$ 49,684,372
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	4,493,973
Total Revenues and Sources	$ 53,634,002	$ 48,400,331	$ 51,444,978
Total Funds Available			$ 101,129,350

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	6,586,484
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	$ 51,444,978
	$ 38,900,059		
Estimated Ending Fund Balance			$ 49,684,372

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	1,499,030	1,712,860	1,583,823
Other	-	-	-
Interest Earnings	29,292	-	8,000
Total Revenues	$ 1,528,321	$ 1,712,860	$ 1,591,823
Total Funds Available			$ 2,959,144
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			$ 1,367,321

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			$ 188,172
Expenditures:			
Drug Enforcement	928	140,000	140,000
Total Expenditures	$ 928	$ 140,000	$ 140,000
Estimated Ending Fund Balance			$ 48,172

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			$ 50,669.0
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			$ 130,669
Street lighting-utilities	75,000	80,000	80,000
Total Expenditures and Other Uses	$ 75,000	$ 80,000	$ 80,000
Estimated Ending Fund Balance			$ 50,669

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			$ 264,759
Revenues:			
Drug Related Fines/Other	19,743	18,000	169,453
Interest Earnings	3,359	2,459	1,600
Total Revenues	$ 23,102	$ 20,459	$ 171,053
Total Funds Available			$ 435,812
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			$ 264,759

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	52,703	6,700	665,085
Transfer from General Fund	-	-	
Interest Earnings	21,129	4,100	12,112
Total Revenues	$ 4,799,898	$ 4,781,300	$ 5,312,397
Total Funds Available			$ 7,240,034
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			$ 1,927,636

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	21,050
Total Revenues and Other Sources	$ 1,409,120	$ 1,338,969	$ 1,346,100
Total Funds Available			$ 1,688,958
Debt Service Expenditures	$ 1,396,688	$ 1,318,969	$ 1,346,100
Estimated Ending Fund Balance			$ 342,858

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:			$ 9,862,317
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
Total Funds Available			$ 14,689,590
Expenditures:			
MIS	255,271	633,143	393,000
City Manager's Office	-	-	-
General Govt	1,836,163		500,000
Tourism	79,178		
Police	764,959	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	5,714,524	2,062,654	205,000
Sanitation	-	362,266	565,000
Other			-
Total Project Appropriations and Other Uses	$ 15,364,597	$ 5,163,573	$ 4,827,273
Estimated Ending Fund Balance			$ 9,862,317

* 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	776,162	-	-
Transfer From Capital Projects Fund	895,063		-
Transfer From Sanitation Fund	-	-	-
Grant proceeds	664,005	1,300,000	-
Other Funding Sources	256	-	762,323
Interest Earnings	-	-	-
Total Revenues and Other Sources	$ 2,335,486	$ 1,300,000	$ 762,323
Total Funds Available			$ 2,113,301
Grant Expenditures	$ 984,508	$ 1,300,000	$ 762,323
Estimated Ending Fund Balance			$ 1,350,978

* 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.

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: _____

June 11, 2026 **2026-2027 FINAL BUDGET MESSAGE**

TO: Mayor and Members of the City Council

I am pleased to transmit the final FY 2027 Annual Budget for the City of Columbia. In compliance with the City Charter and State law, the budget is balanced for all funds. An overview of issues for the coming year was provided in the Budget Transmittal Memo dated April 13, 2026.

Budget sessions were held during the end of April to begin preliminary review of the proposed budget with the City Council prior to formal consideration of the Appropriation and Tax Rate Ordinances. The ordinances were passed on first and second consideration on May 14 and June 11, 2026, respectively. The budget was adopted on June 11, 2026.

Public Hearings for the Tax Rate and Budget Ordinances were held on June 11th. The City Council approved the recommended, certified tax rate on second consideration at the $0.6068 level.

FY 2027 OPERATING BUDGET

The FY 2027 Operating Budget totals $84,466,601 (a summary of the adopted budget is provided in the Budget Summary found in the Supplemental Information tab). The General Fund provides the majority of the day-to-day services for the community and represents approximately $51.4 million, or 60.9%, of the total budget. The General Fund budget reflects a decrease of 2.0% ($1.0 million) compared to the FY 2026 budget as adopted.

Following first consideration at the May 14th Regular City Council Meeting, an item was added for second consideration. A $24,200 (10%) increase for the Maury County Animal Shelter was added to the final FY 2027 budget.

The balance of the City's annual budget incorporates expenditures for the General Fund, Capital Projects Fund, Debt Service Fund, several special revenue funds, and an enterprise fund. Debt payments include approximately $1.3 million for general obligation debt service and $5.4 million for Wastewater (Sewer) Fund debt obligations.

RETIREMENT PLAN FUNDING

The City is committed to annually funding 100% of the Actuarially Determined Contribution (ADC) for the City's traditional pension plan, the plan offered to employees before 2012. The ADC for FY 2027 is $3,736,986, representing an increase of 6.2% compared to FY 2026. The City's share of funding is budgeted within each fund, department and activity within the "143-Retirement" line item. Full-time employees hired on or after July 1, 2012 participate in a 401 defined contribution plan. Funds required to match employees' 4% contributions to the newer 401 plan are budgeted in the same "143-Retirement" line item within each department.

DRAFT

ONGOING PROJECTS

Several multi-year projects are currently underway as highlighted in the Budget Transmittal Memo. Details regarding the City's capital projects may be found in the Capital Improvement Plan and Capital Projects Fund sections within this document.

RECOGNITION AND THANKS

In reviewing the Strategic Plan items that are either in progress or have been accomplished over the past year, the Mayor and City Council are to be commended for identifying the items they felt to be priorities for funding to move our City forward. Staff continues to be excited about the progress that has been made in conjunction with the Strategic Plan and looks forward to making progress on additional items during the coming months.

Special thanks to the personnel in the Finance and City Manager's Office led by Assistant City Manager/CFO Thad Jablonski for the extra time and effort expended to prepare, compile and assemble the many documents used during the budget process and this budget book.

Finally, we express appreciation to those who dedicate their time and energy by serving on the City's boards and those who work to improve quality of life in our City and to responsibly plan for the future.

Respectfully submitted,

Tony Massey
City Manager

DRAFT

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: 2ND 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 second 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.

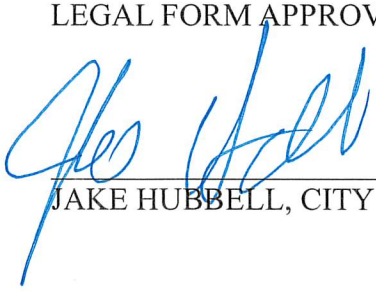
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, THIS THE ____ OF _____, 2026.

_____
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: 2ND CONSIDERATION ON ORDINANCE 4589 - AN ORDINANCE TO ADOPT AND RATIFY THE HISTORIC 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

RECOMMENDATION: Approve Ordinance 4589 on second 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:

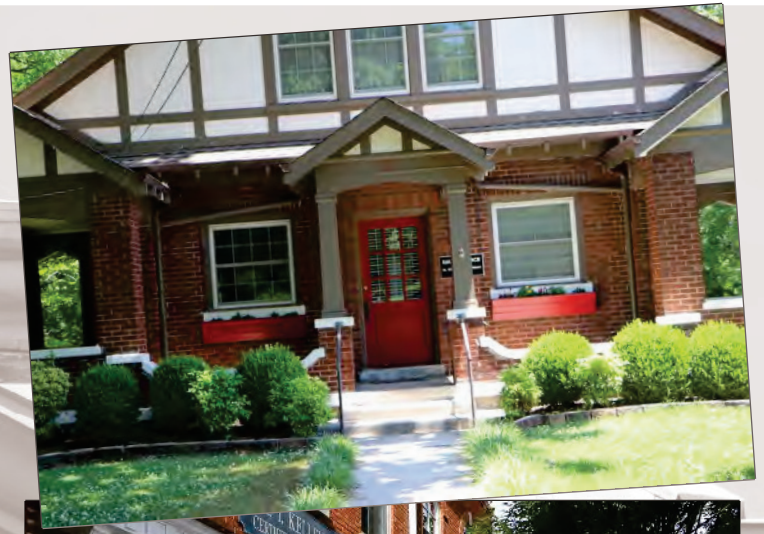
_____
JAKE HUBBELL, CITY ATTORNEY

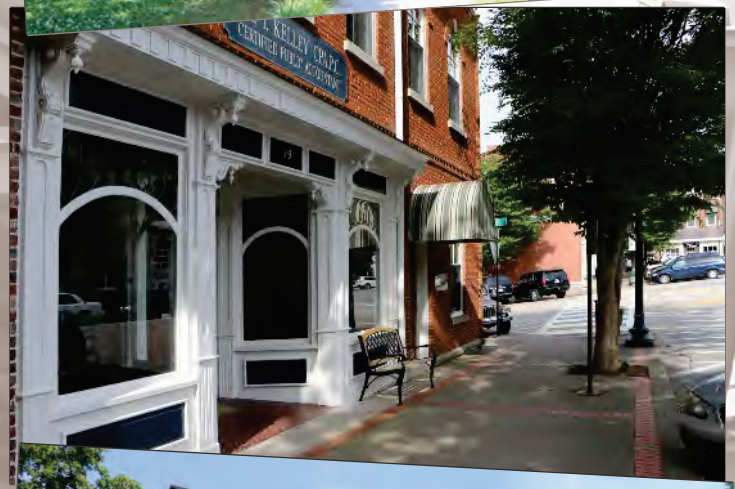
APPROVED FOR FIRST CONSIDERATION:

_____
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

Former members:

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,

U.S. Department of the Interior administered by the Tennessee Historical Commission. The contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

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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

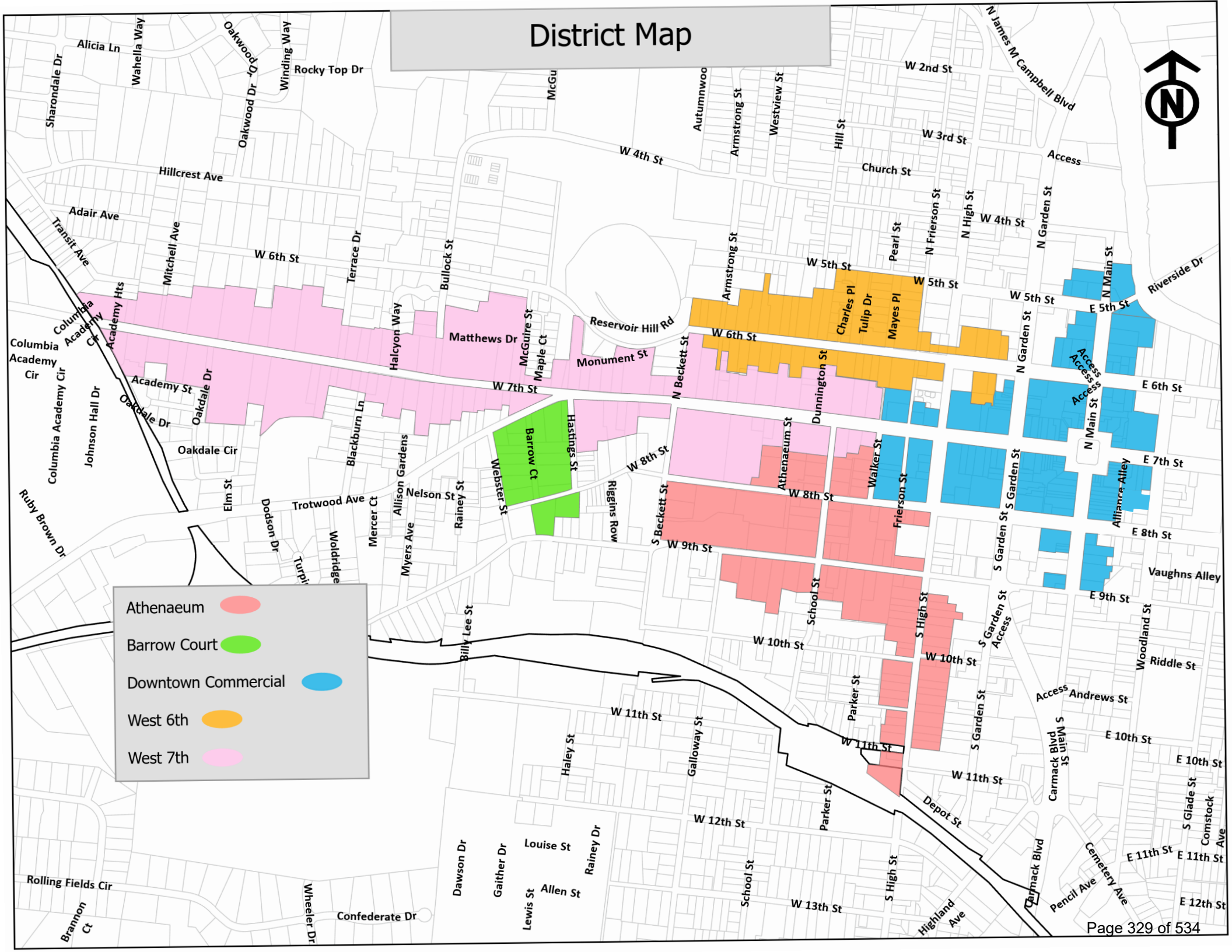


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HISTORIC PLACES IN COLUMBIA

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

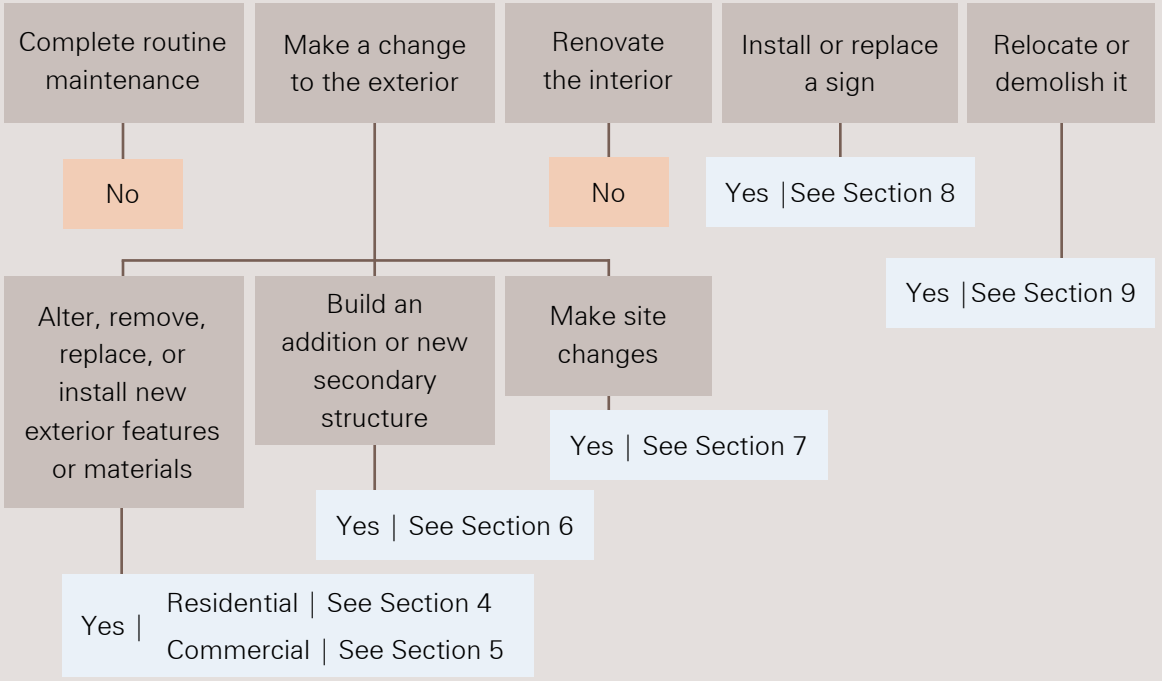
Applying the guidelines is a dynamic process. For every project, multiple considerations must be carefully evaluated, including project goals, preservation concerns, compatibility with the surrounding district, and practicality. Rather than dictating a specific answer for every situation, the guidelines 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.

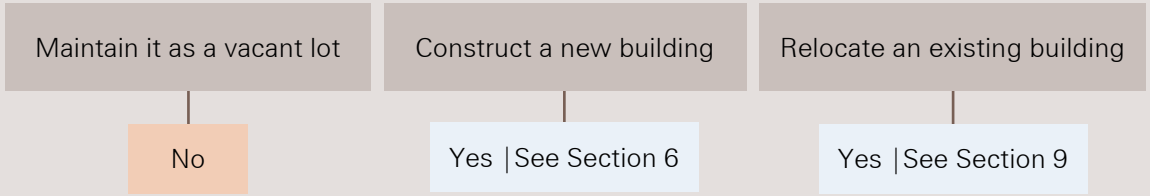
With this, it is important to remember that guidelines do not and cannot address every possible circumstance. The final decision as to how to address projects not covered under a specific guideline relies upon the professional expertise of the HZC.

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.

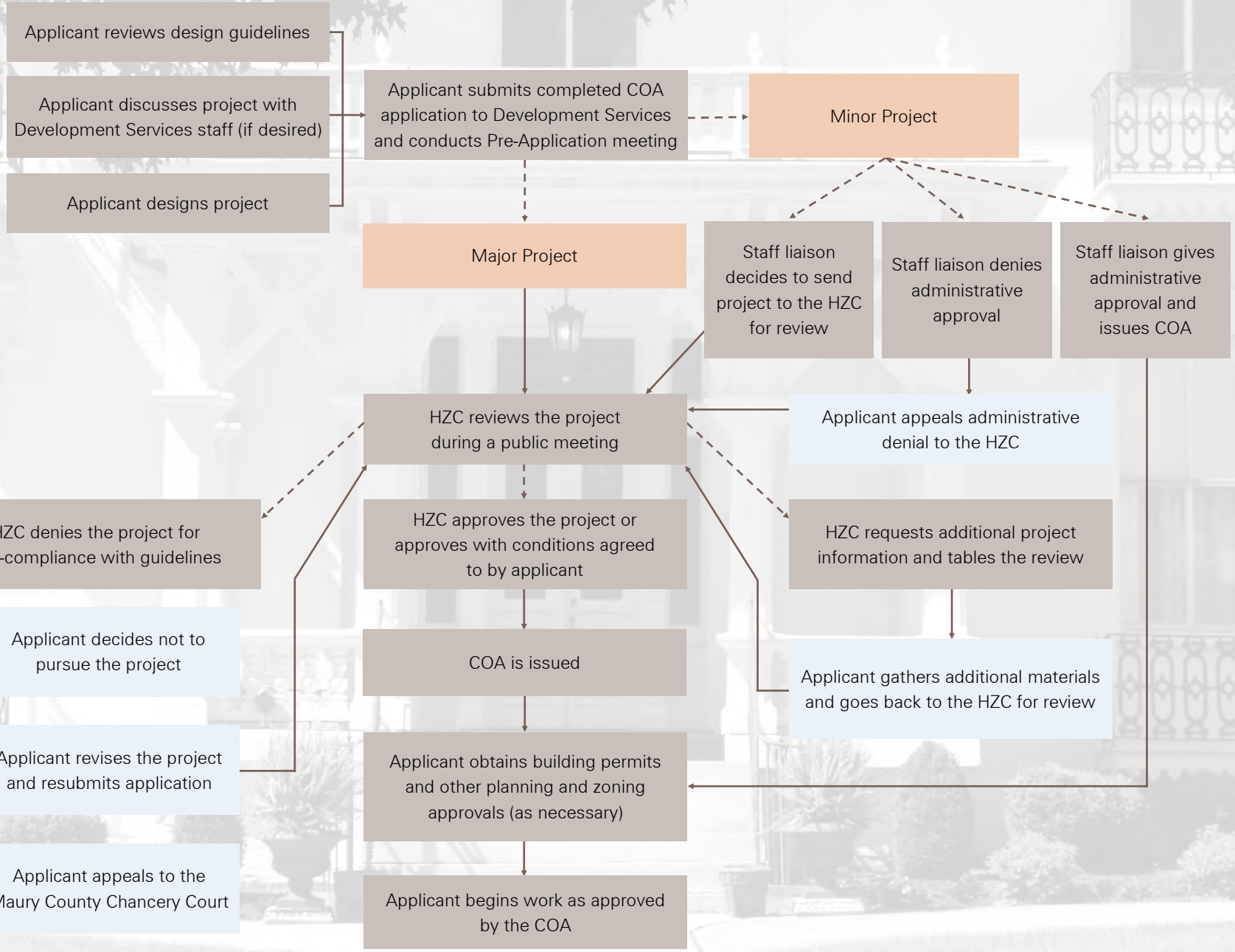
WHAT ARE THE RESPONSIBILITIES OF THE PROJECT APPLICANT?

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.



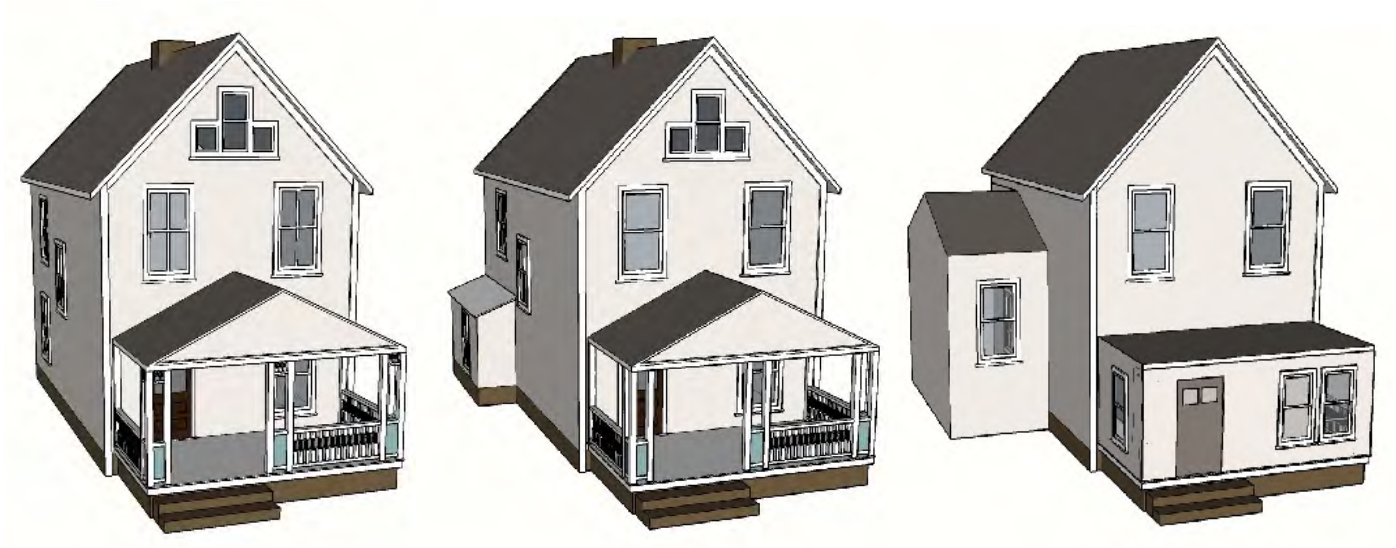
PERIOD OF SIGNIFICANCE. Most of Columbia's historic districts—such as West 6th Street–Mayes Place, pictured above—have a long period of significance spanning the 19th and 20th centuries and capturing the history of Columbia during a period of expansive population and business growth.

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

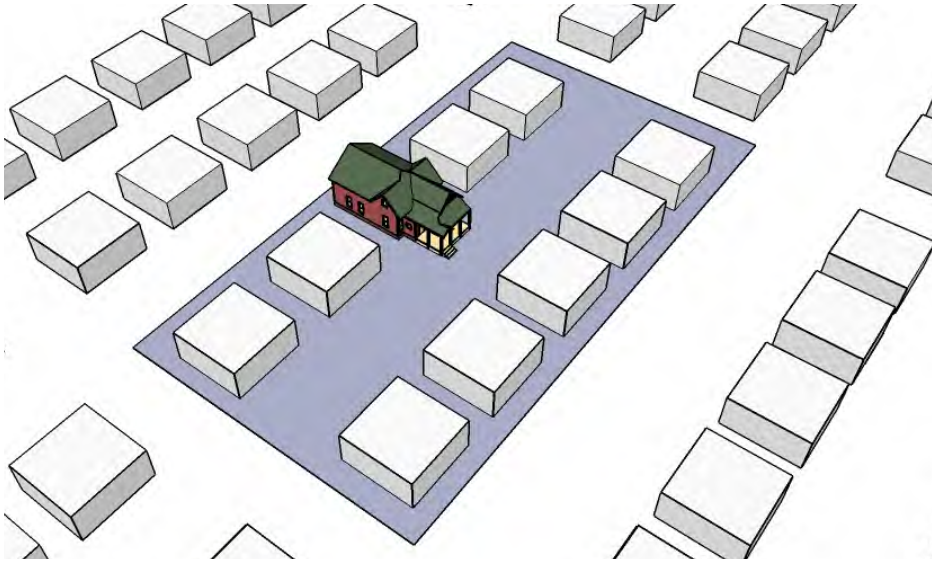
The visibility of a project and its impact on the character of a building and district are carefully considered by the HZC. For most buildings, the front (street-facing) façade is the most important. Projects that impact character-defining features of the façade and are visually prominent from along 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.

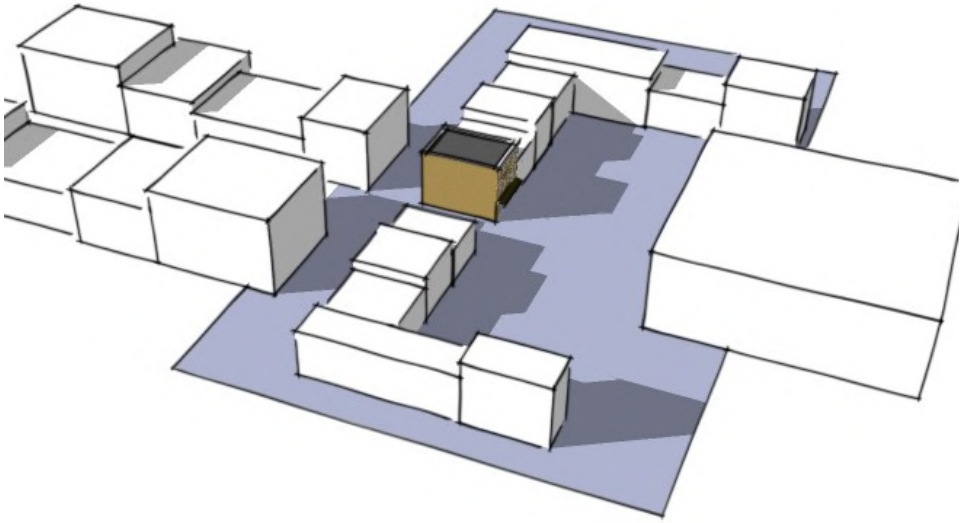
Prior to the public meeting at which a project is being discussed, members of the HZC might choose to visit a property, complete a walk around, and review the project location from various points to determine how visible the project will be from the public right-of-way.

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?

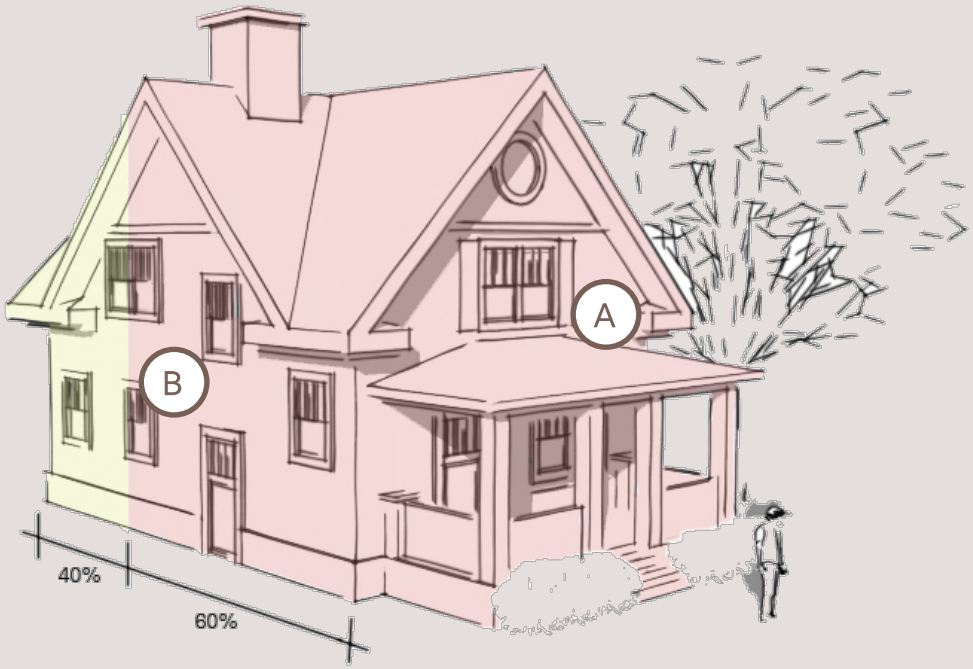
DETERMINING CONTEXT. The local context will vary from project to project. In predominately residential areas (left), looking at properties adjacent to and across the street from a project will typically be appropriate, as demonstrated by the shaded area. In the downtown commercial district (right), looking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

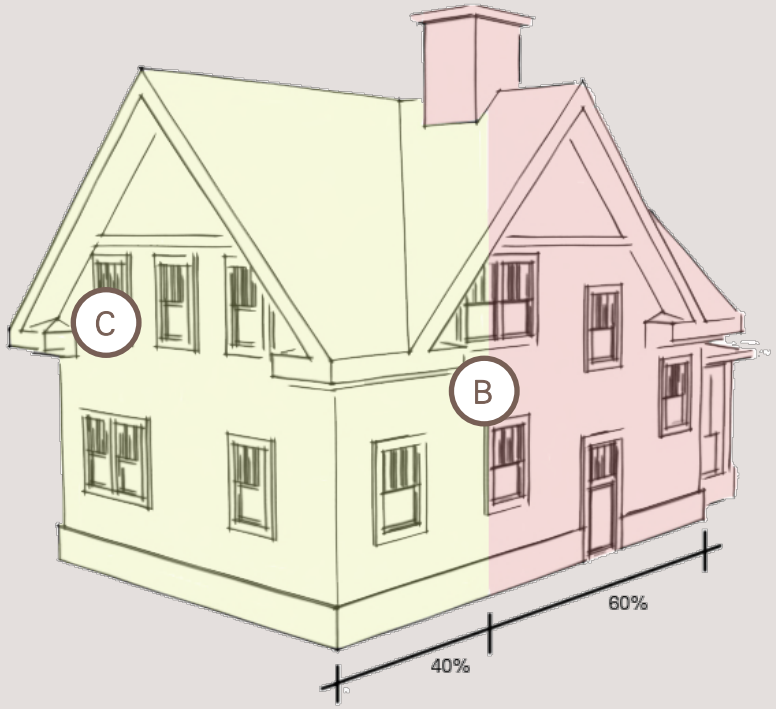




PROJECT LOCATION AND VISIBILITY

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.

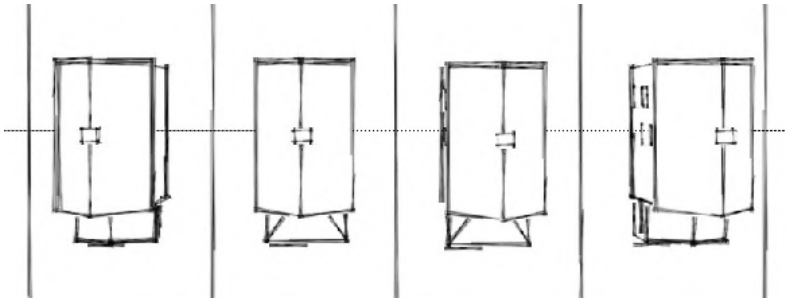
CONSIDERING COMMON ATTRIBUTES

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.



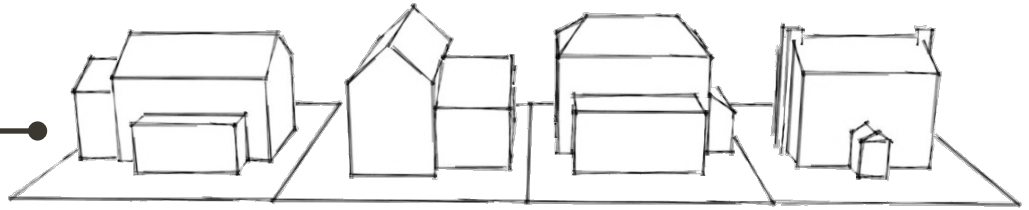
DENSITY refers to the concentration of buildings within a particular area. Some residential districts have a moderate density defined by small yards with houses set close together. Others have low density with houses set farther apart on large lots. Commercial districts typically have high densities. 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.

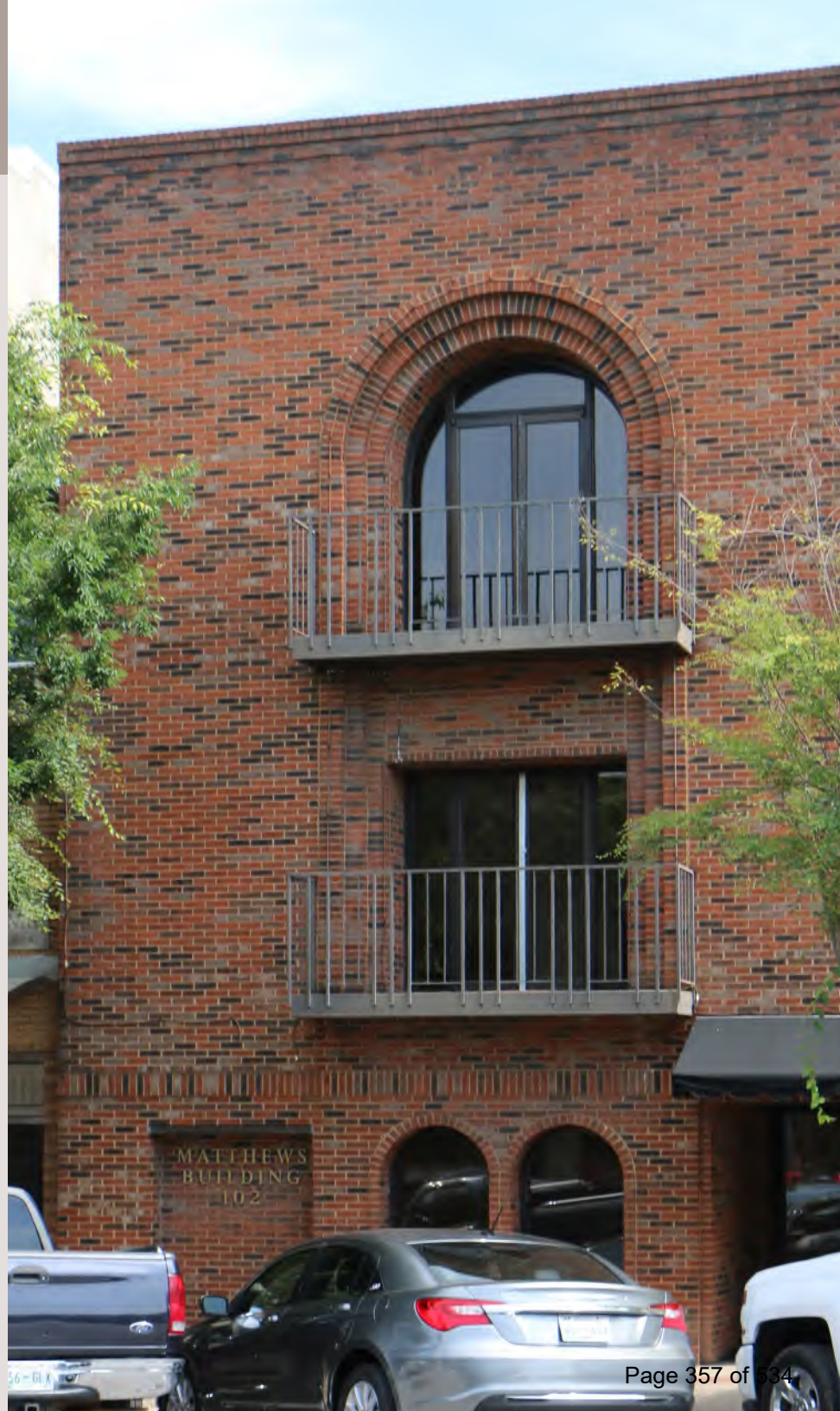
Projects proposed for non-contributing buildings are still covered by the design review process and will be reviewed by Development Services staff and the HZC, as appropriate. However, the goal is different since the preservation of existing features is less of a concern. The primary consideration for 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.

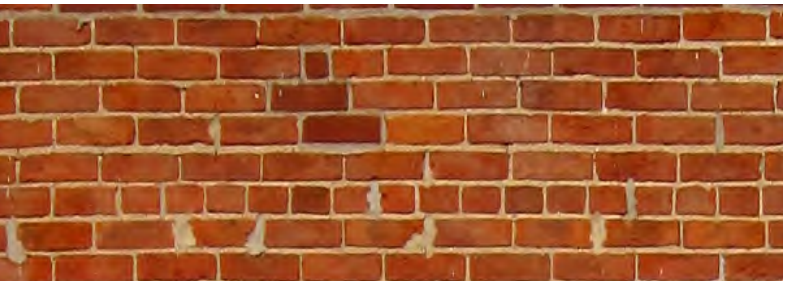
3.11 REPLACE DETERIORATED OR MISSING MASONRY UNITS OR FEATURES IN-KIND

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.

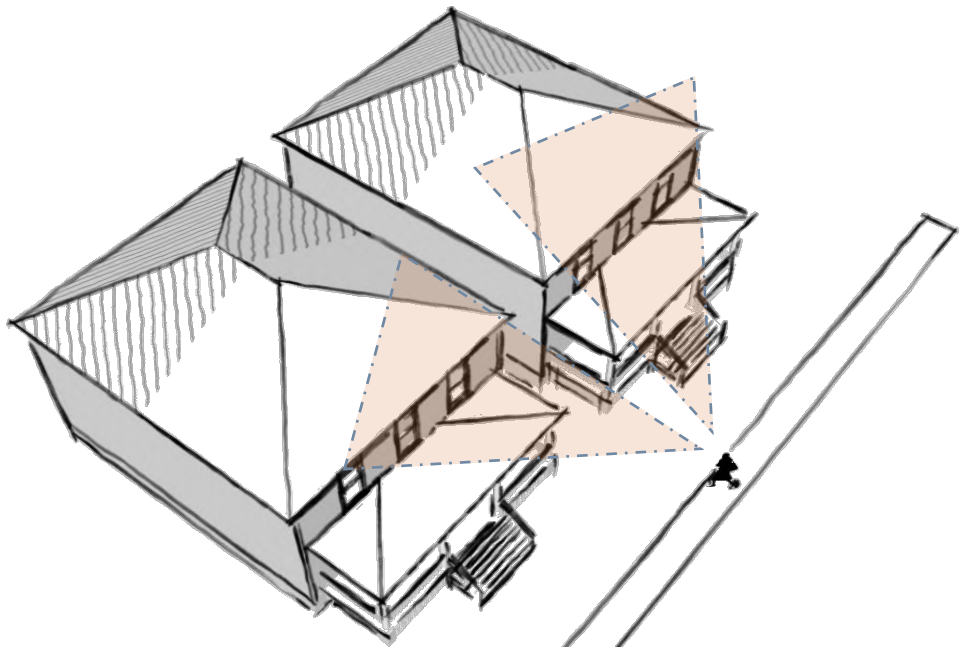
f. Installing new roof features such as cornices or trim that are inconsistent with the age or style of the building or where they did not historically exist conveys a false sense of history and is prohibited.

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.

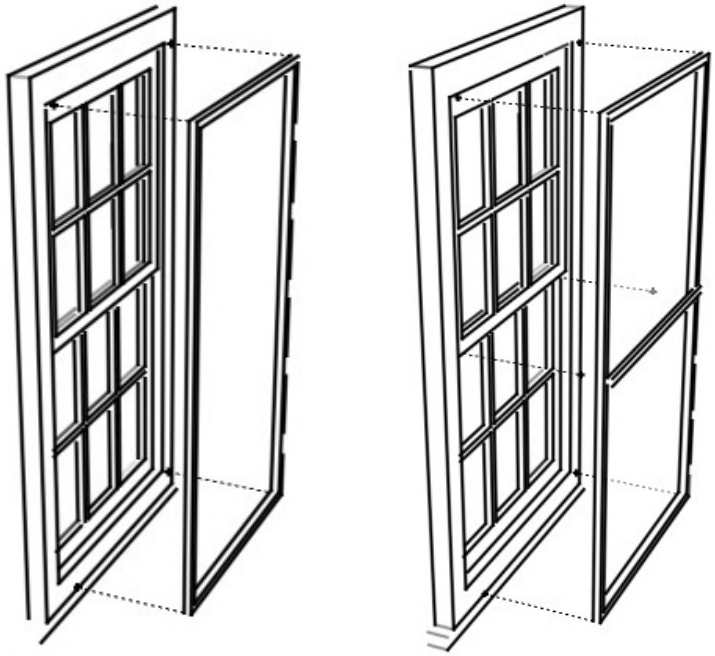
b. Historic storm windows and window screens shall be maintained and repaired.

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.



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.

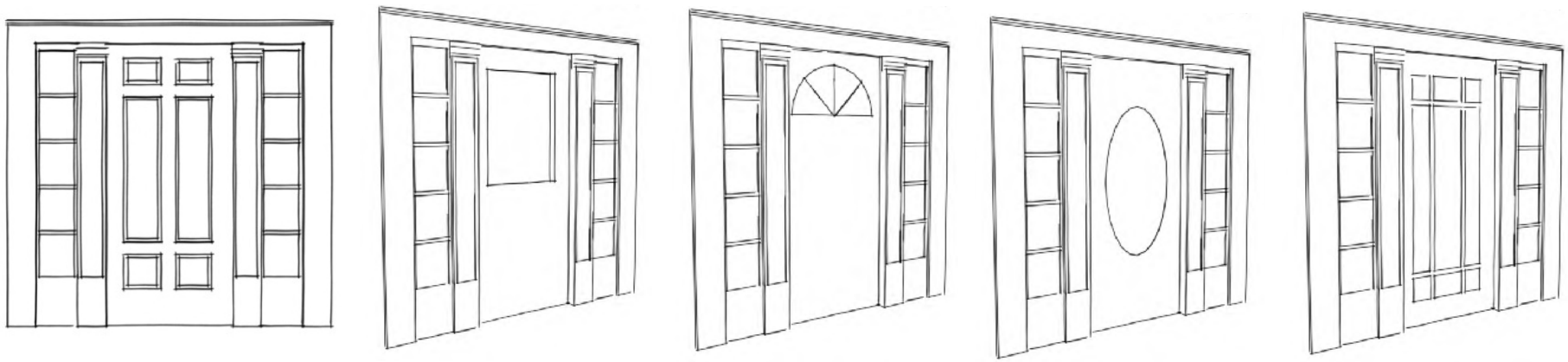
d. Replacing existing non-compatible doors on the primary façade and highly-visible secondary elevations with designs sympathetic to the character of the building is encouraged.

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

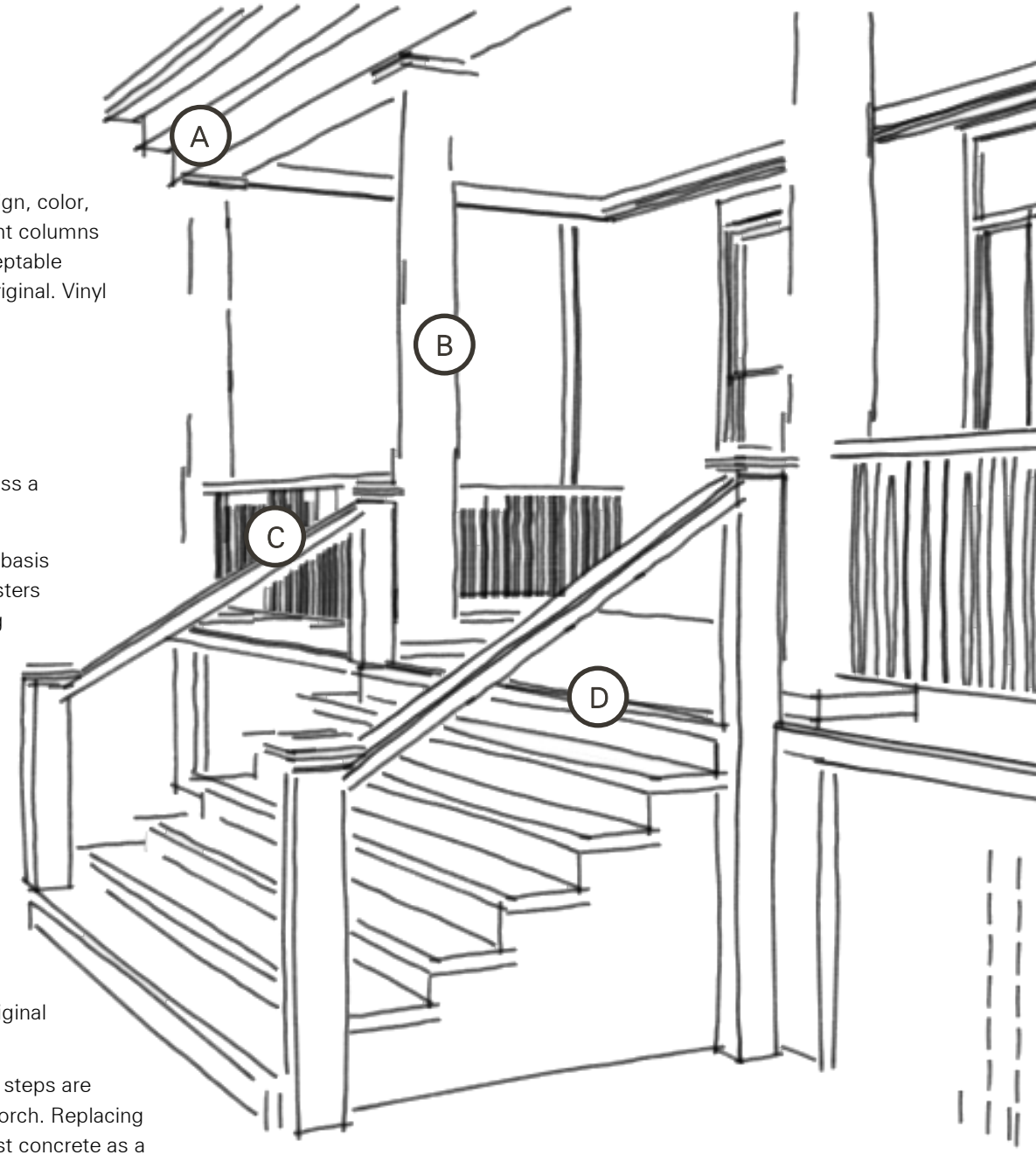
Replacement components shall match the original in size, scale, profile, design, color, and texture and shall be of visually compatible materials. Replacing full-height columns with shorter columns on piers is prohibited. Fiberglass components are acceptable replacements for wood so long as they replicate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

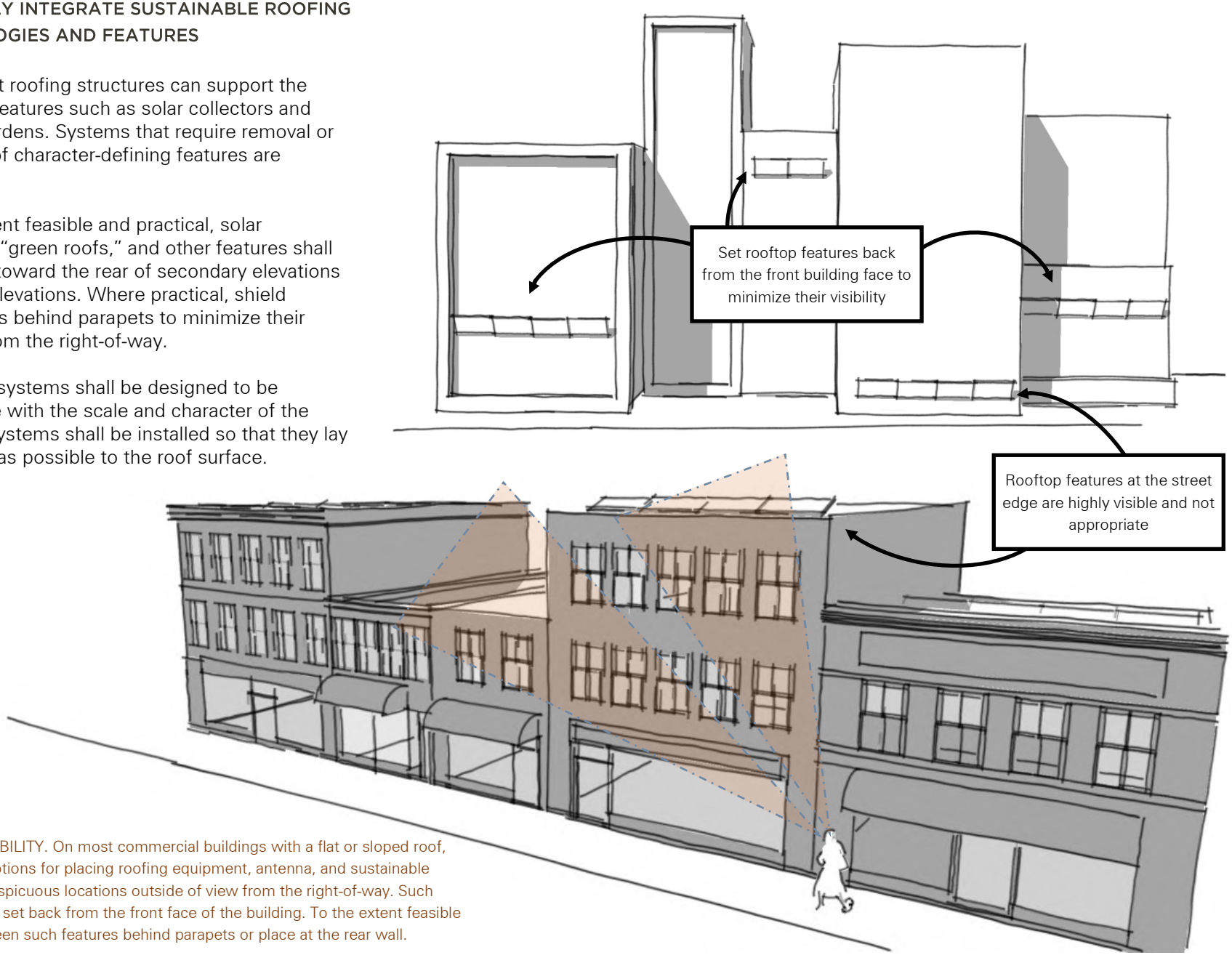
f. The installation of architectural details such as decorative cornices and brackets along the roofline of a building when there is no historical precedent conveys a false sense of history and is prohibited.

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.

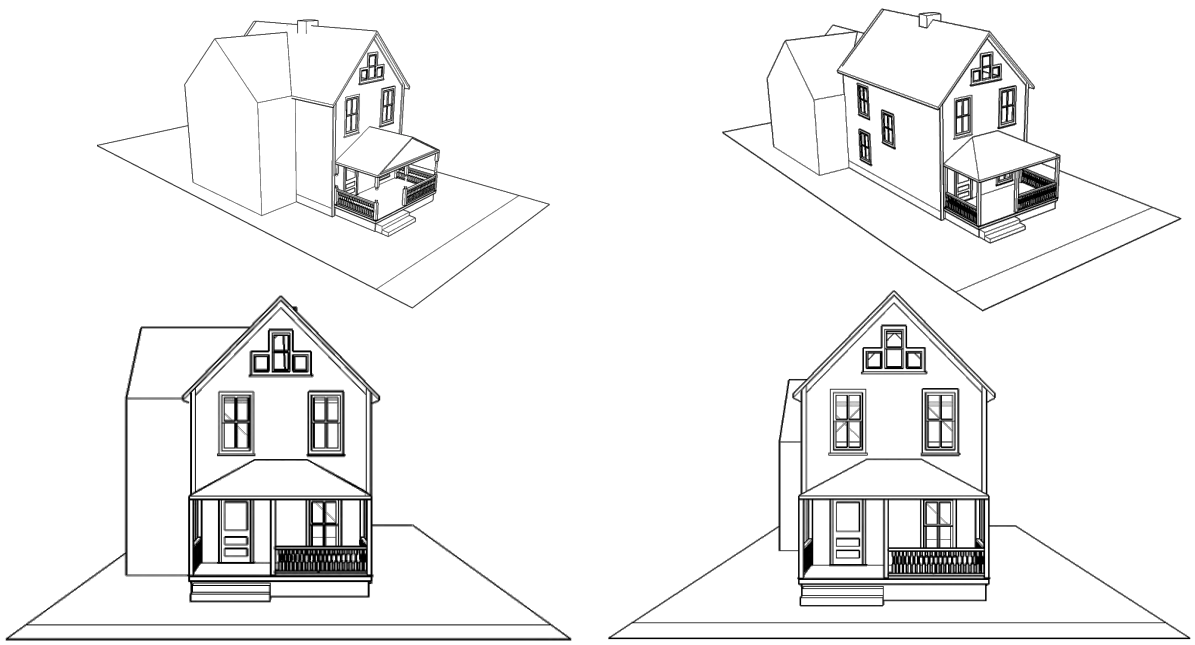
c. Additions shall be visually compatible with and subordinate to the original building. Additions shall be scaled so that they do not visually diminish the original building. Additions that exceed 1/3 of a building's existing square footage shall be avoided.

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

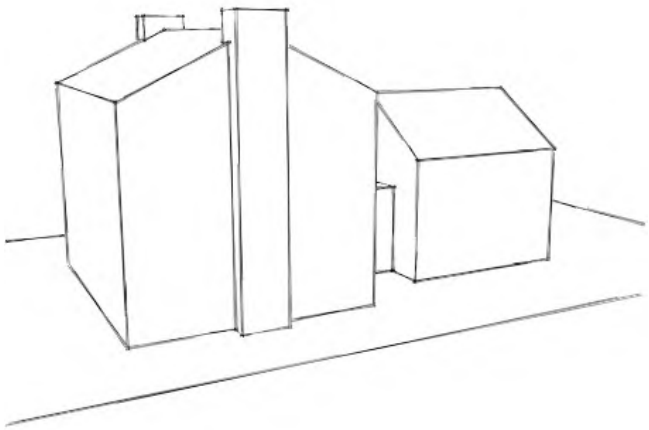
e. Simplified designs that take visual cues from the character of the original building are most appropriate. Excessive ornamentation and duplicating original details shall be avoided.

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.

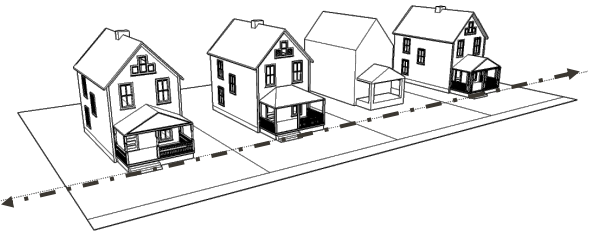


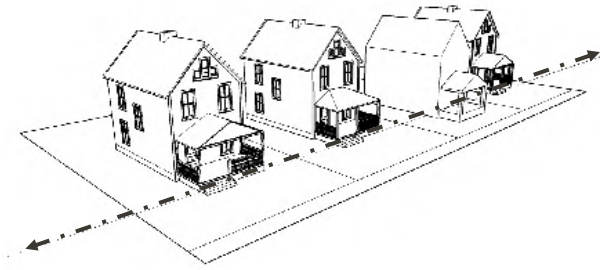
DIFFERENTIATION. Designing additions with walls that are recessed from the original building and separating large additions from the original building by a linking corridor are encouraged as an appropriate means of maintaining the original building and addition as separate, distinguishable features.

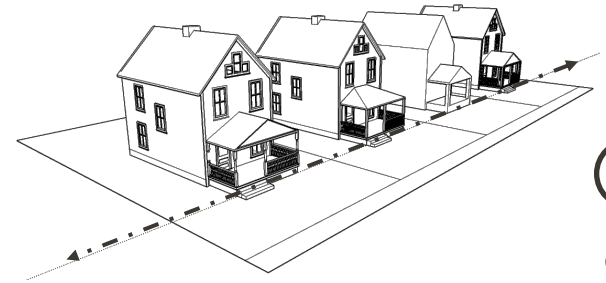
PLANNING AN ADDITION

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.

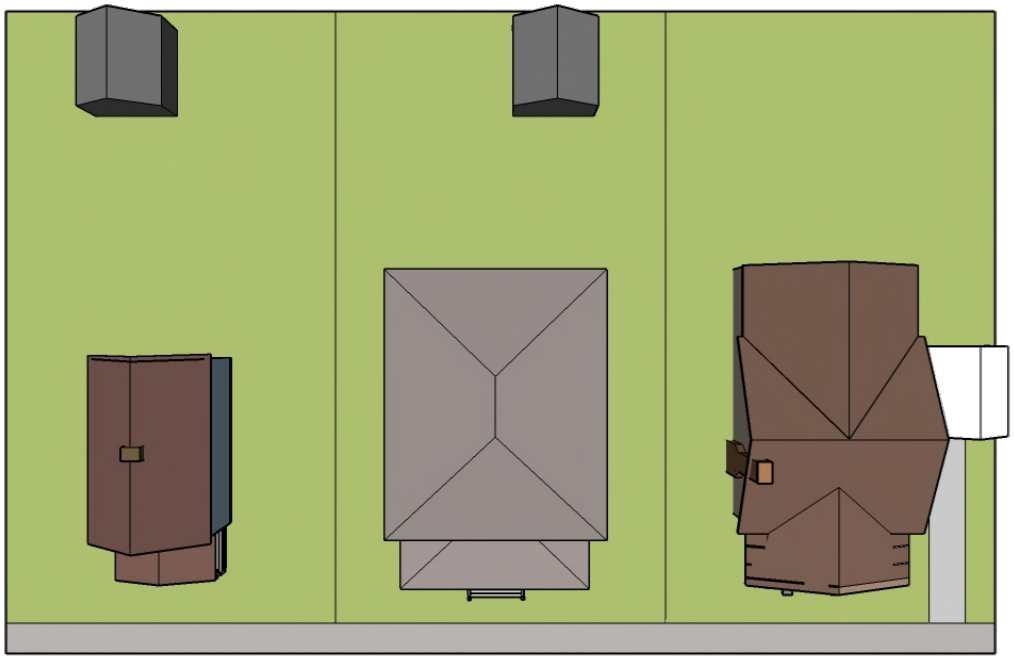
b. Simplified designs shall be used. Secondary buildings that visually compete with the primary building are prohibited.

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

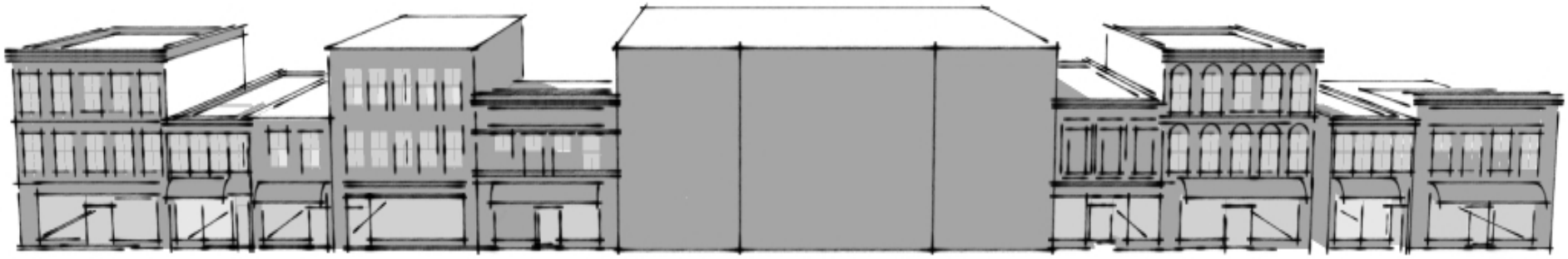
a. Designs that echo or reinterpret historic architectural precedents in the commercial district are encouraged. However, replication of a particular building conveys a false sense of history and is prohibited.

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:

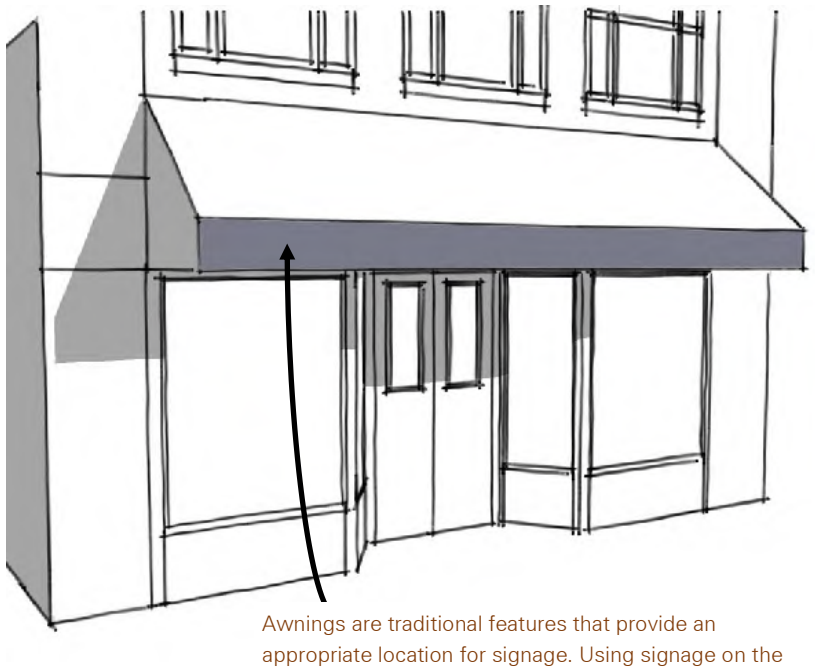
- Pole signs
- Roof-mounted signs and billboards
- Signs of vinyl lettering (excluding window signs), heat transfers, or stick-on lettering
- Internally-illuminated signs (including back-lit plastic cabinet signs and channel lettering)
- Animated or video signs
- Flashing, intermittent, or strobing lights
- 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.

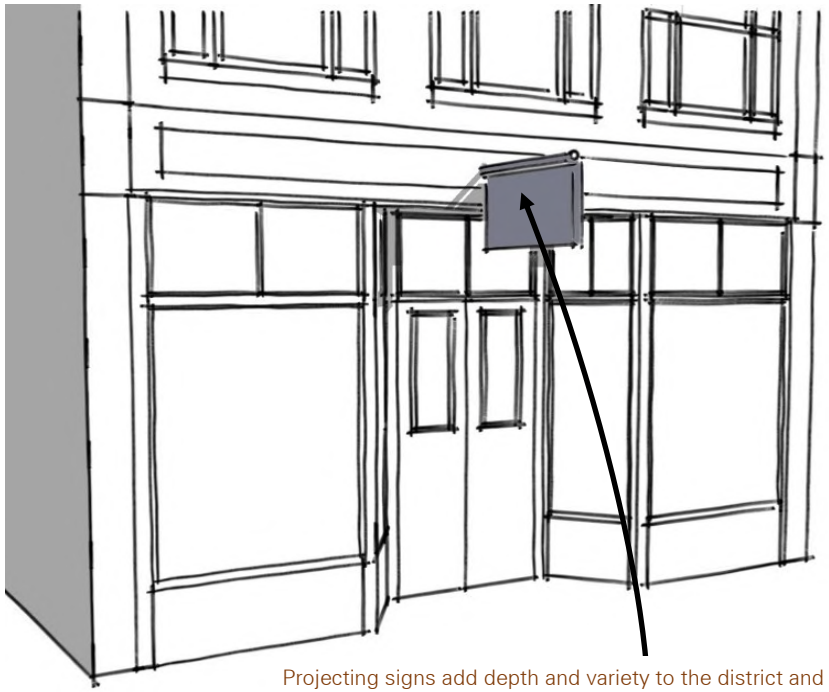
- Window and door graphics shall be appropriately scaled to the opening to maintain transparency and encourage public interaction. Per the Historic District Design Guidelines, graphics shall not cover more than 20% of any area of glass or window.
- In general, designing graphics so that individual lettering 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.

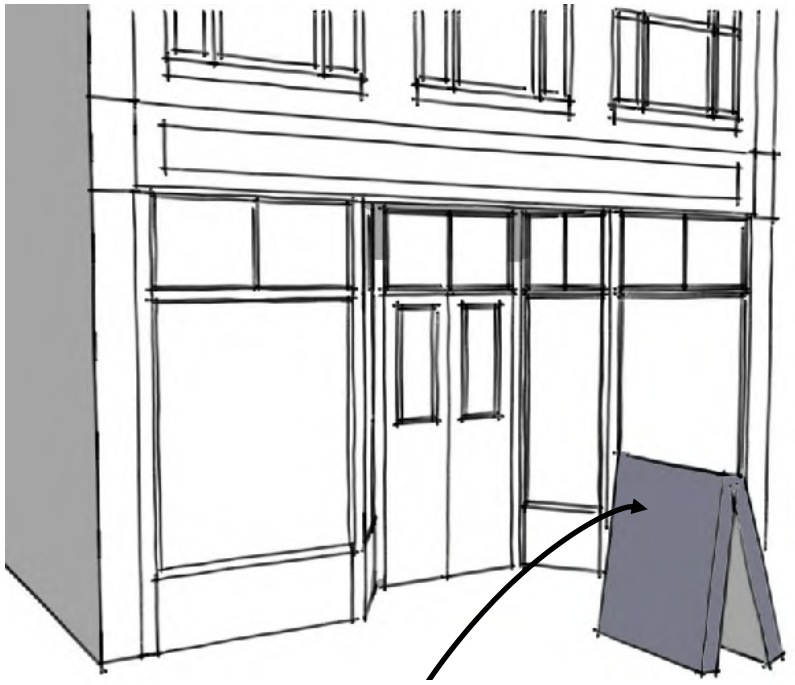
- Projecting signs shall be mounted near a building's primary entrance or just to the side of it. Corner properties may place a projecting sign at the corner instead of at the building entrance.
- Projecting signs shall be oriented to the pedestrian and mounted no higher than the bottom of second-story 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.

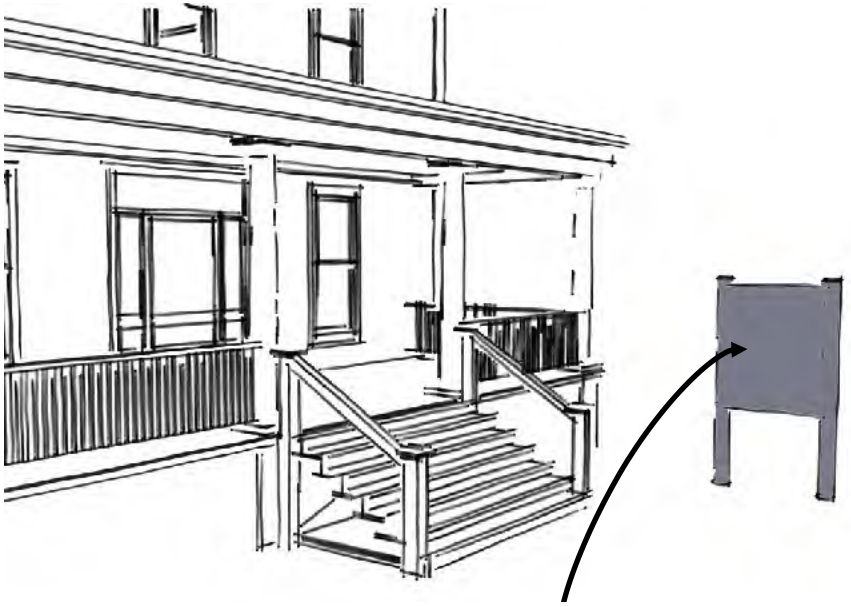
- Menu boards and directory signs shall be positioned so as to avoid obscuring or damaging architectural details.
- Menu boards shall be no larger than 5 sq. ft.
- Menu boards shall be constructed of wood and have a front panel of safety glass or acrylic glass.
- Menu boards shall be mounted near the 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.

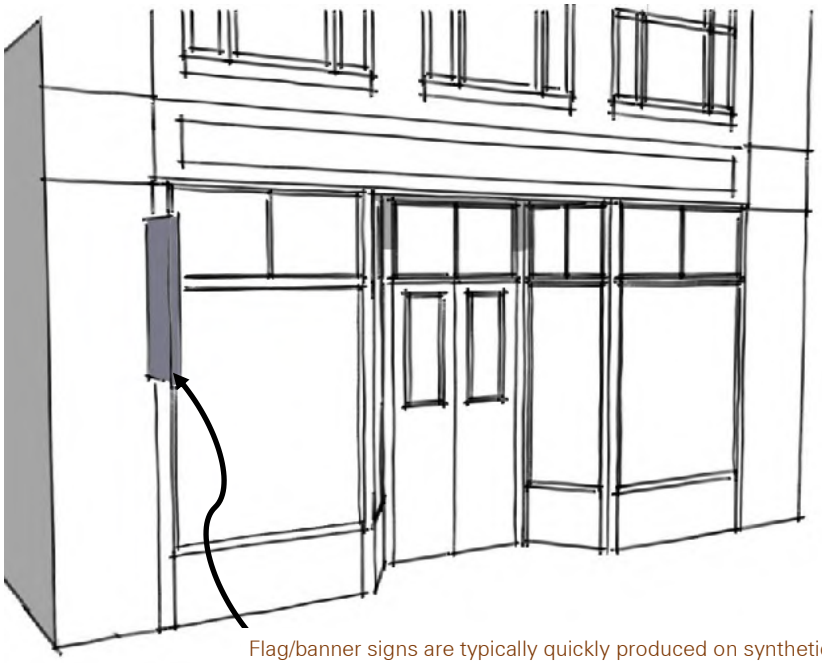
- Signs shall be limited to one per location.
- Signs shall be placed so that they do not impede traffic or pedestrians. In general, all parts of the sign should be setback at least 2 ft. from a property line or sidewalk which ever is greater.
- Signs shall be scaled to the building, site, and adjacent 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.

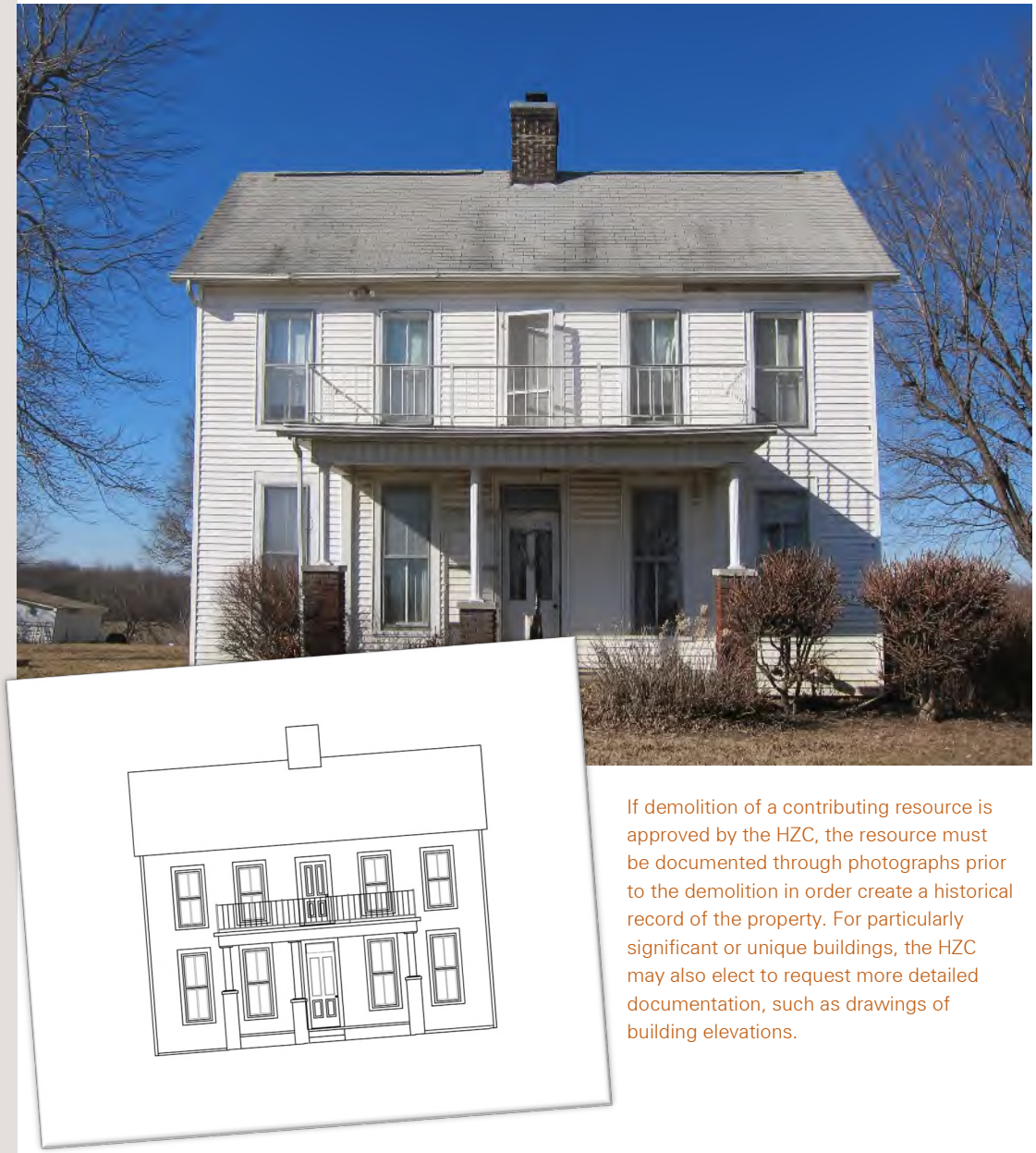
9.2 WHERE DEMOLITION IS APPROVED, CARRY OUT THE ACTION WITH RESPECT TO THE BUILDING, SITE, AND DISTRICT

- 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: 2ND 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 second 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

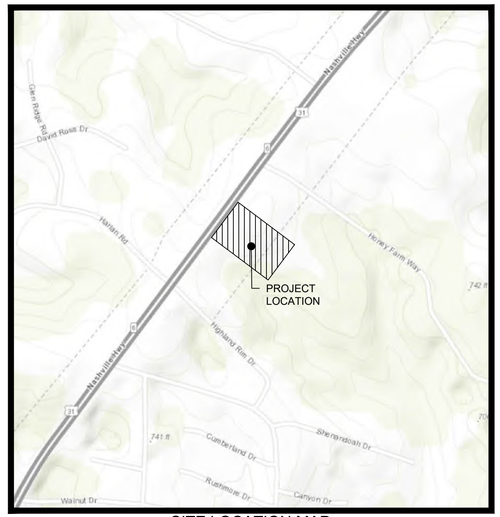
GAS

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.

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(859) 389-9293

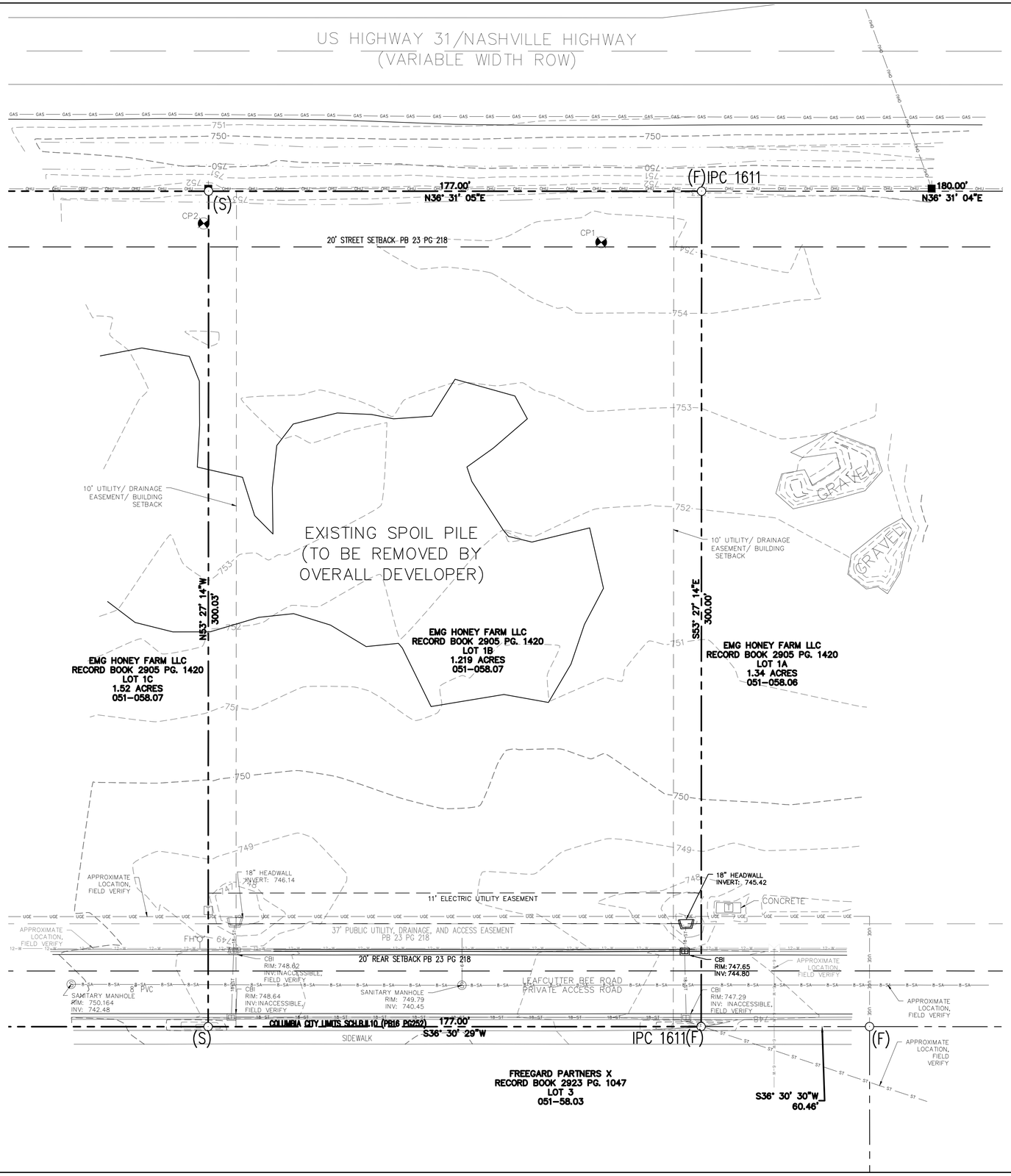
CONTRACT DATE:	03/30/2026
BUILDING TYPE:	END. MED40
PLAN VERSION:	TBD
SITE NUMBER:	TBD
STORE NUMBER:	TBD

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
- – EXISTING MAJOR CONTOUR
- – EXISTING MINOR CONTOUR
- – OVERHEAD UTILITY LINE
- – STORM SEWER LINE
- – 18" HDPE STORM SEWER LINE
- – SANITARY SEWER LINE
- – GAS LINE
- – 12" WATER LINE
- – 6" WATER LINE
- – BUILDING SETBACK
- – 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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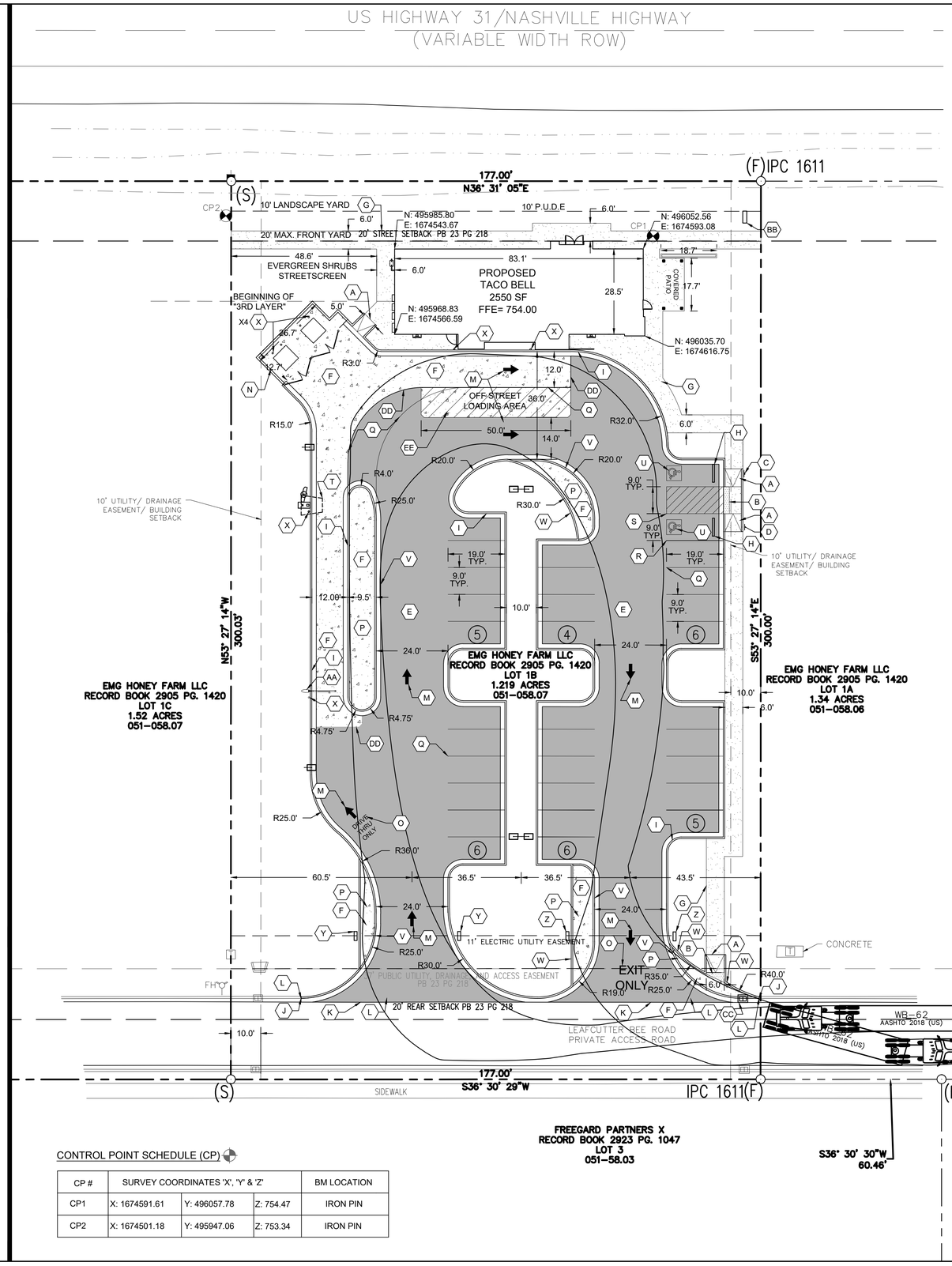
TACO BELL

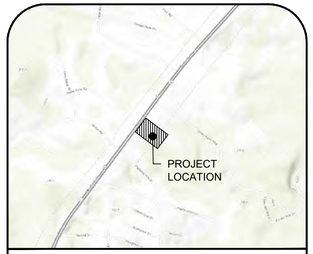
HONEY FARM CROSSING
COLUMBIA, TN

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	

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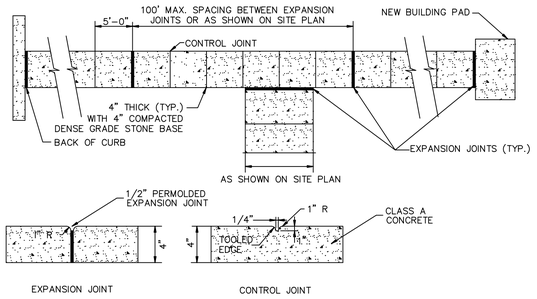
TACO BELL

HONEY FARM CROSSING
COLUMBIA, TN

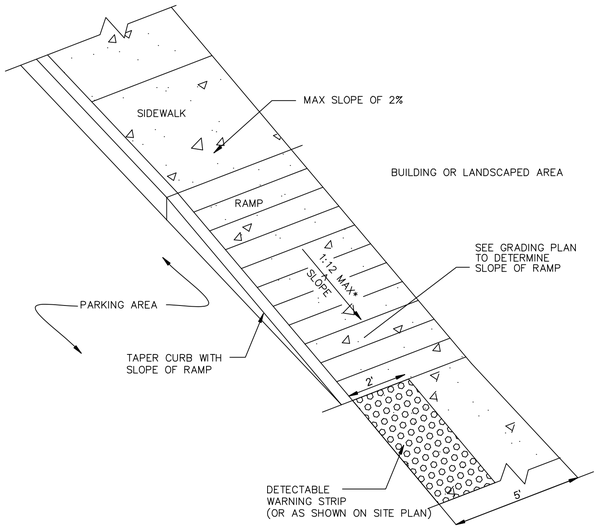
SITE PLAN

C-1.0

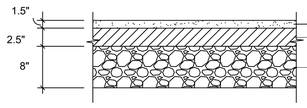
PERMIT PLOT DATE: 03/30/2026



CONCRETE SIDEWALK
NOT TO SCALE
A

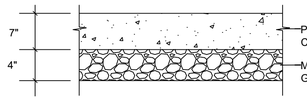


ADA ACCESSIBLE CURB RAMP DETAIL
NOT TO SCALE
B



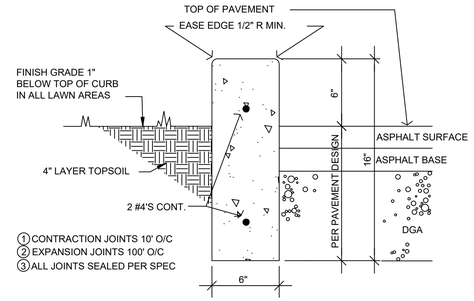
HEAVY DUTY ASPHALT PAVEMENT DETAIL
NOT TO SCALE
C

NOTE: HEAVY DUTY ASPHALT PAVEMENT PER GEOTECHNICAL ENGINEER'S RECOMMENDATION IN COLUMBIA TACO BELL GEOTECHNICAL ENGINEERING REPORT BY TERRACON, DATED SEPTEMBER 10TH 2025.

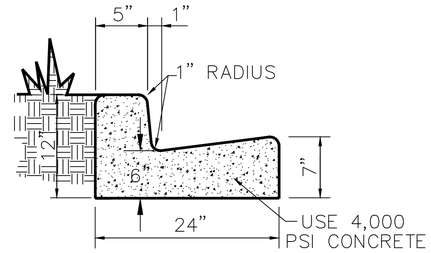


HEAVY DUTY CONCRETE PAVING DETAIL
NOT TO SCALE
D

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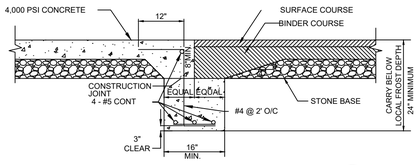


6" HEADER CURB DETAIL
NOT TO SCALE
E

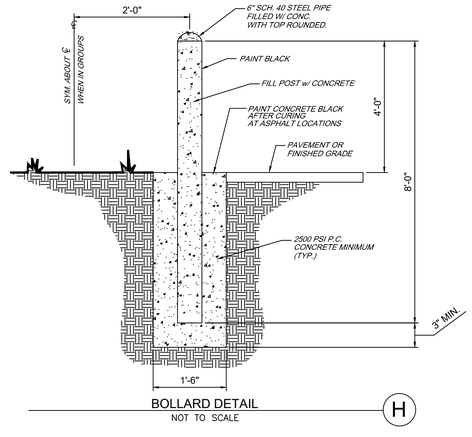


1. CONTRACTION JOINTS 10' O/C
2. EXPANSION JOINTS 100' O/C
3. ALL JOINTS SEALED PER SPEC
4. BASE AND SUBGRADE REQUIREMENTS SHALL MATCH ADJACENT PAVEMENT DETAIL
5. INSTALL PER CITY/STATE STANDARD DRAWINGS

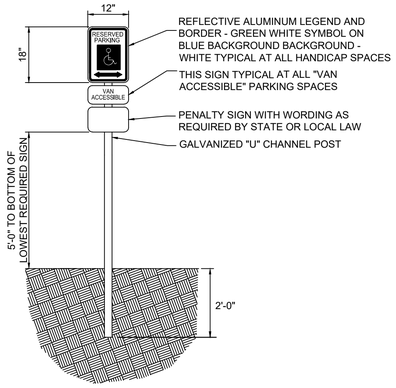
24" STANDARD CURB AND GUTTER
NOT TO SCALE
F



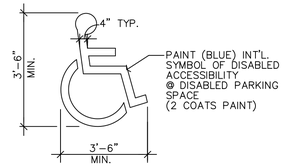
CONCRETE/ASPHALT JOINT DETAIL
NOT TO SCALE
G



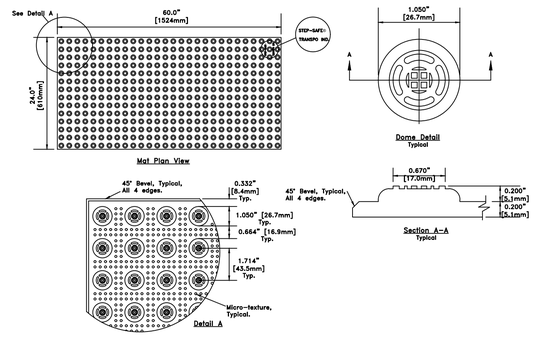
BOLLARD DETAIL
NOT TO SCALE
H



ADA ACCESSIBLE PARKING SIGN
NOT TO SCALE
I



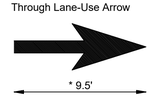
ADA ACCESSIBLE SYMBOL DETAIL
NOT TO SCALE
J



*ALL DETECTABLE WARNING SHALL BE YELLOW

DETECTABLE WARNING
NOT TO SCALE
K

Through Lane-Use Arrow



* 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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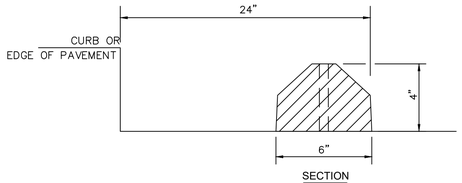
TACO BELL

HONEY FARM CROSSING
COLUMBIA, TN

SITE DETAILS

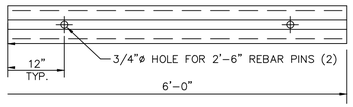
C-1.1

PERMIT PLOT DATE: 03/30/2026

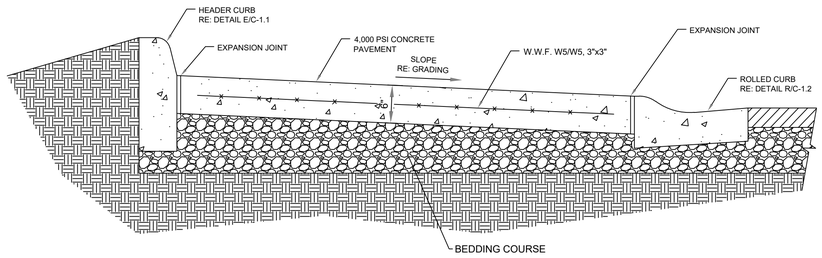


SECTION

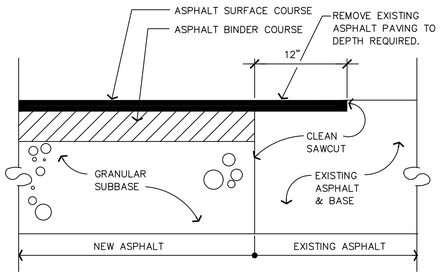
RECYCLED RUBBER WHEEL STOPS WITH WHITE STRIPES (72"L x 6"W x 4"H); ACCESSIBLE PARKING WITH BLUE STRIPES



RECYCLED RUBBER WHEEL STOP (M)
NOT TO SCALE

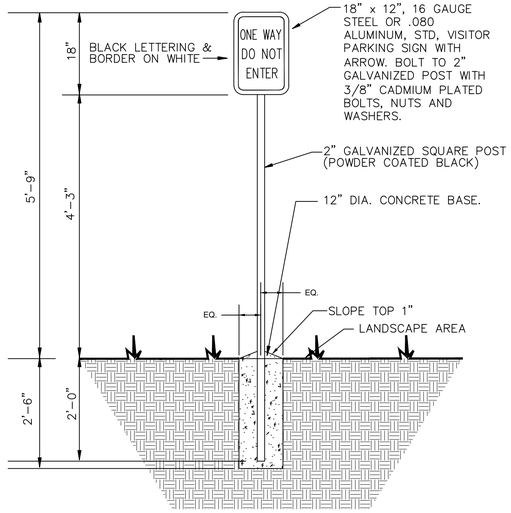


MOUNTABLE CONCRETE MEDIAN DETAIL (P)
NOT TO SCALE

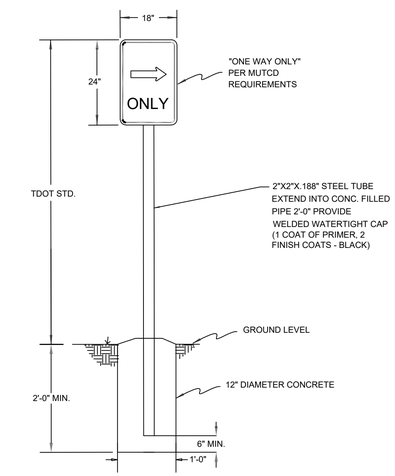


NOTE: TYPICAL AT NEW TO EXISTING PAVEMENT TIE-IN POINTS.

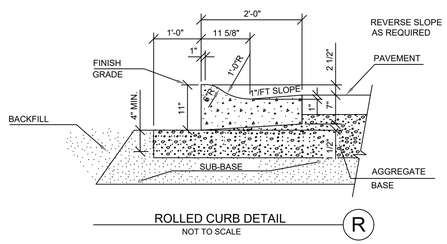
EDGE KEY DETAIL (N)
NOT TO SCALE



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*

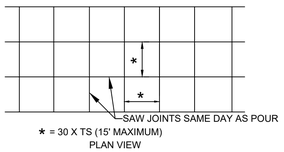
Slab depth, in. (mm)	Dowel dimensions,† in. (mm)			Dowel spacing center-to center, in. (mm)		
	Round	Square	Rectangular‡	Round	Square	Rectangular
5 to 6 (130 to 150)	3/4 x 14 (19 x 360)	3/4 x 14 (19 x 360)	3/8 x 2 x 12 (9 x 51 x 300)	12 (300)	14 (360)	19 (480)
7 to 8 (180 to 200)	1 x 16 (25 x 410)	1 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

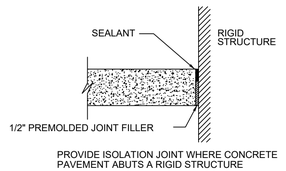
CONSTRUCTION JOINT

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

Palmer ENGINEERING
PALMER ENGINEERING
1040 MONARCH STREET
SUITE 210
LEXINGTON, KY 40513
(859) 389-9293

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SITE NUMBER: TBD
STORE NUMBER: TBD

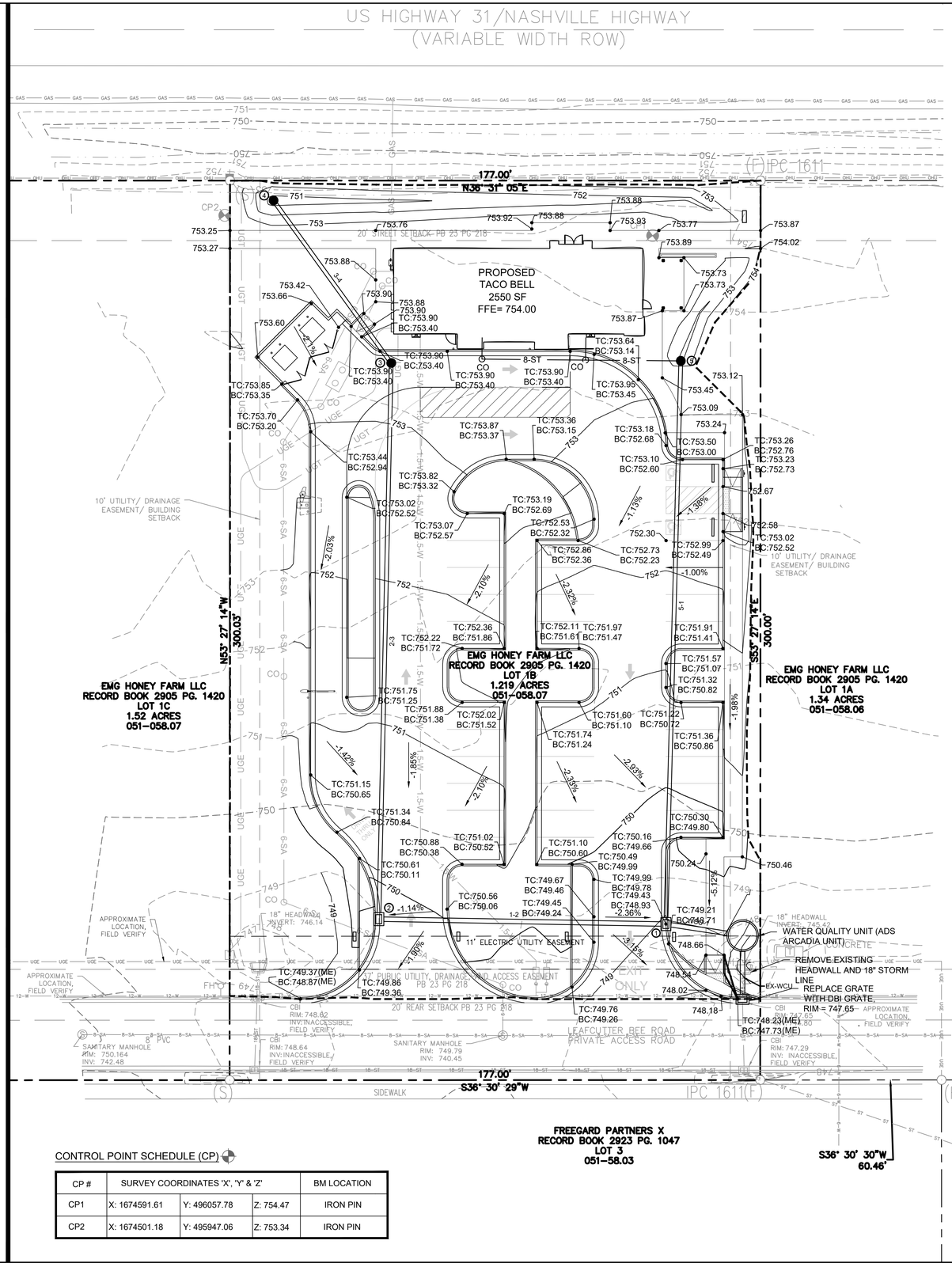
TACO BELL

HONEY FARM CROSSING
COLUMBIA, TN

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
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED STORM PIPE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- LIMITS OF DISTURBANCE
- EXISTING STORM LINE
- SURFACE SLOPE
- SURFACE SPOT ELEVATION
- MATCH EXISTING ELEVATION
- TOP / BOTTOM OF CURB
- 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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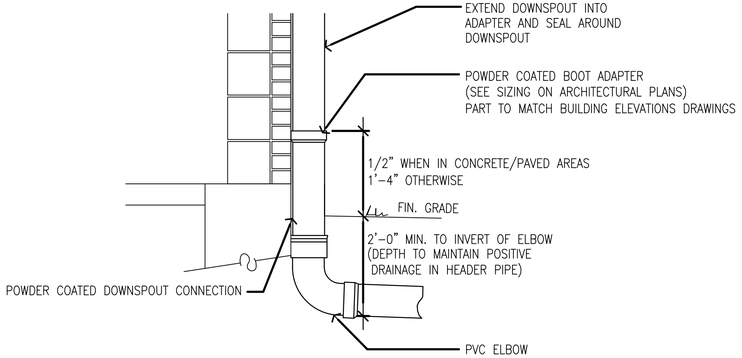
TACO BELL

HONEY FARM CROSSING
COLUMBIA, TN

GRADING PLAN

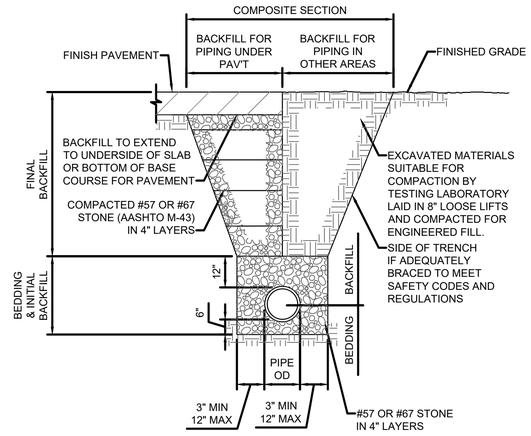
C-3.0

PERMIT PLOT DATE: 03/30/2026



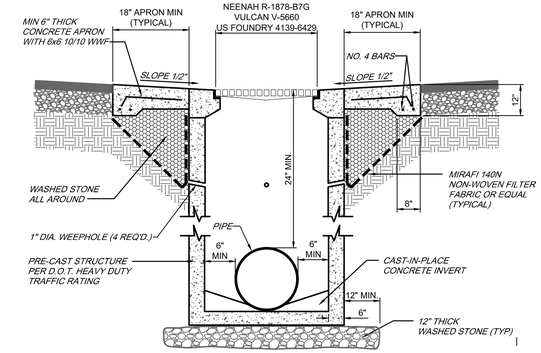
A DOWNSPOUT CONNECTION DETAIL

NOT TO SCALE



B PIPE BEDDING & BACKFILL DETAIL

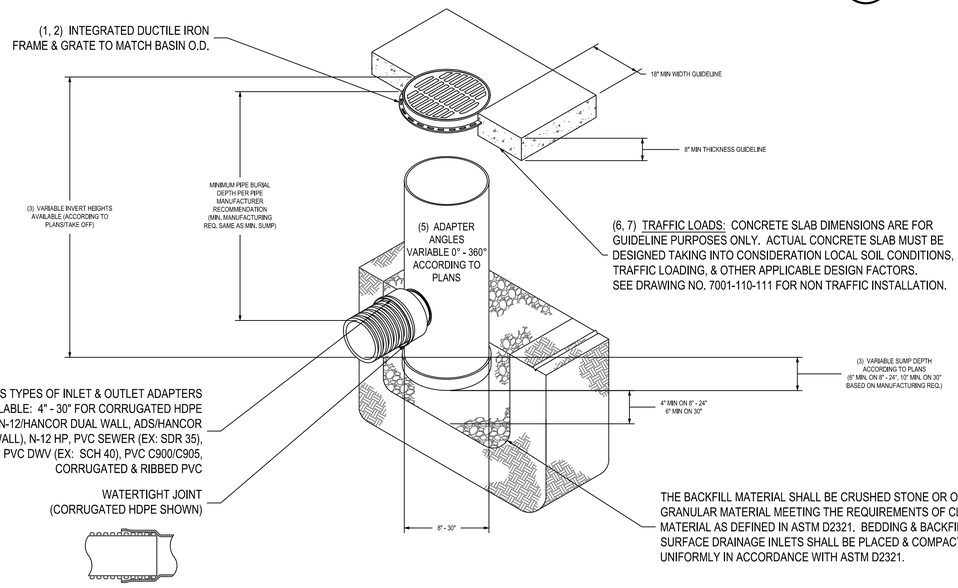
NOT TO SCALE



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.

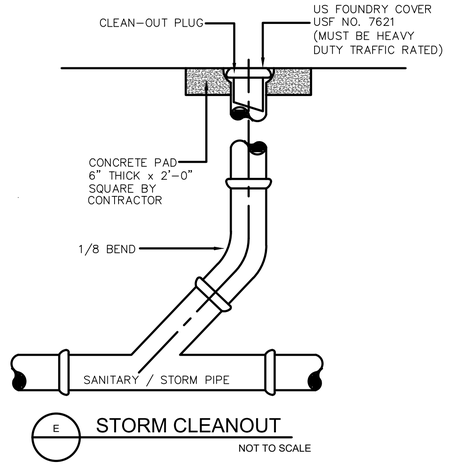
1 - 8" - 30" STANDARD GRATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
2 - 12" - 30" FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05. 8" & 10" STANDARD GRATES FIT DIRECTLY ONTO DRAIN BASINS WITH THE USE OF A PVC BODY TOP. SEE DRAWING NO. 7001-110-045.
3 - DRAIN BASIN TO BE CUSTOM 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

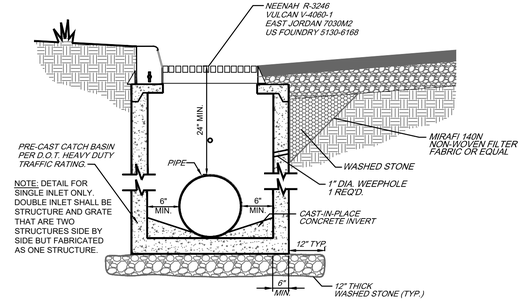
D YARD DRAIN

NOT TO SCALE



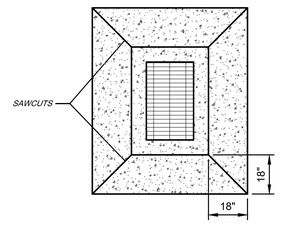
E STORM CLEANOUT

NOT TO SCALE



F CURB BOX INLET

NOT TO SCALE



G INLET APRON

NOT TO SCALE

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LEXINGTON, KY 40513
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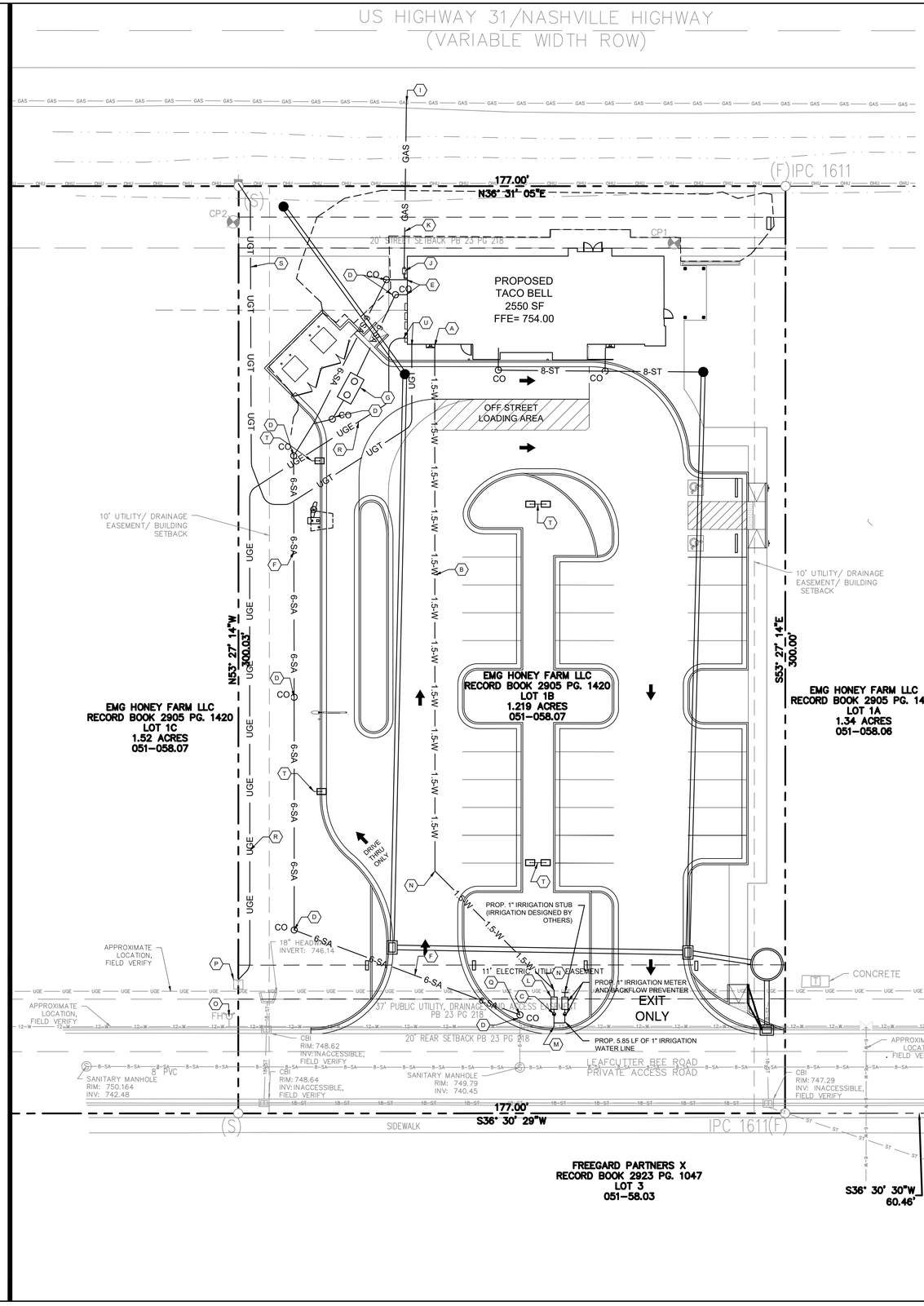
TACO BELL

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
PALMER ENGINEERING
1040 MONARCH STREET
SUITE 210
LEXINGTON, KY 40513
(859) 389-9293

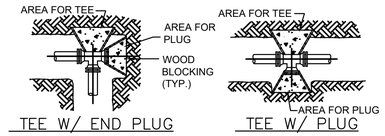
CONTRACT DATE: 03/30/2026
BUILDING TYPE: END. MED40
PLAN VERSION: TBD
SITE NUMBER: TBD
STORE NUMBER: TBD

TACO BELL
HONEY FARM CROSSING
COLUMBIA, TN

UTILITY PLAN

C-4.0

PERMIT PLOT DATE: 03/30/2026



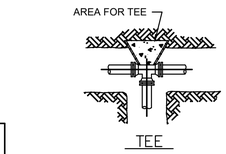
TEE W/ END PLUG

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

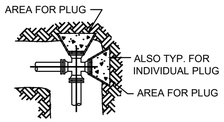
NOTES

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.

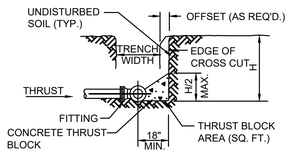


CROSS W/ PLUG

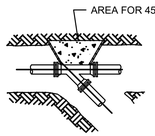
TEE



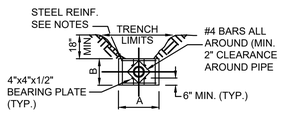
CROSS W/ TWO PLUGS

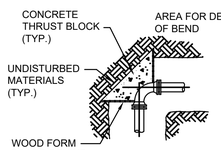


TYPICAL SECTION

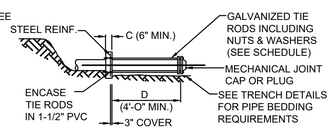


WYE



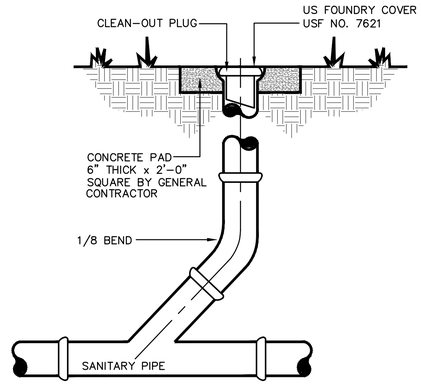


BENDS

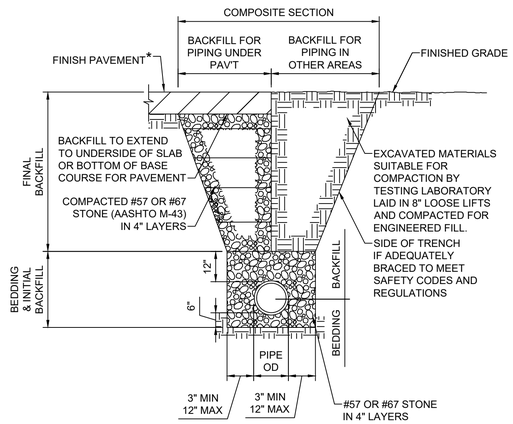


"DEAD MAN" THRUST AND RESTRAINT

THRUST BLOCK DETAILS
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

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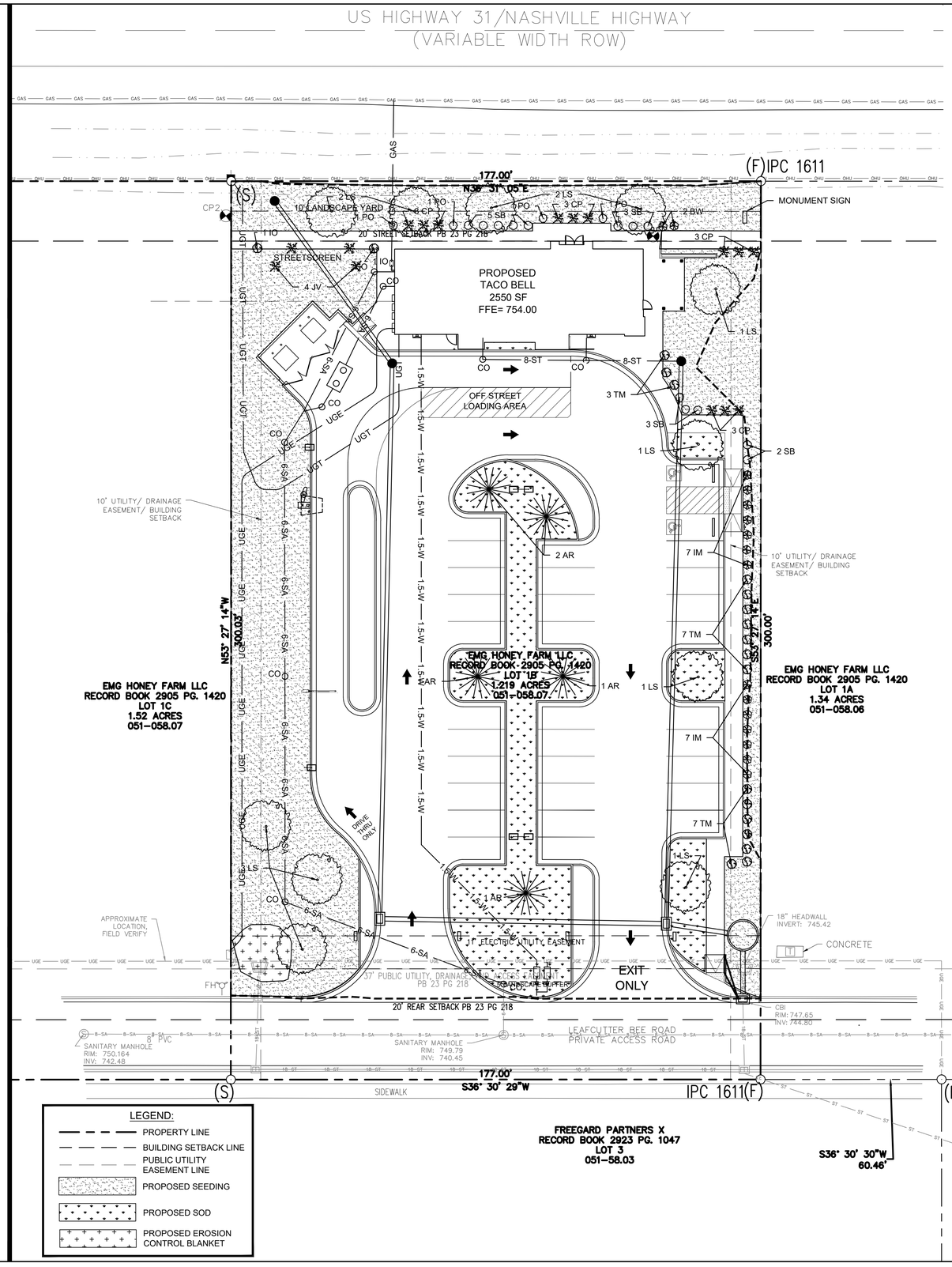
TACO BELL

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

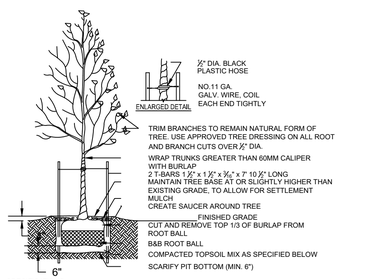
STATISTIC	REQUIREMENT	PROVIDED
LANDSCAPING	MIN. 30% OF 1ST LAYER MUST BE LANDSCAPED IN COMPLIANCE WITH SECTION 4.3.16 WITH: CONTINUOUS SHRUBS AROUND FOUNDATION AT FACADE (1 SHRUB FOR EVERY 10 LINEAR FEET OF FACADE) PLUS 1 TREE FOR EVERY 50' FOR FRONTAGE (1ST LAYER OVER 15 FEET) US HIGHWAY 31 - 177' FRONTAGE = 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					

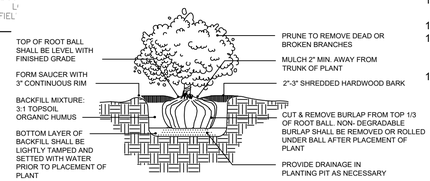
TURF ESTABLISHMENT:

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.

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1040 MONARCH STREET
SUITE 210
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(859) 389-9293

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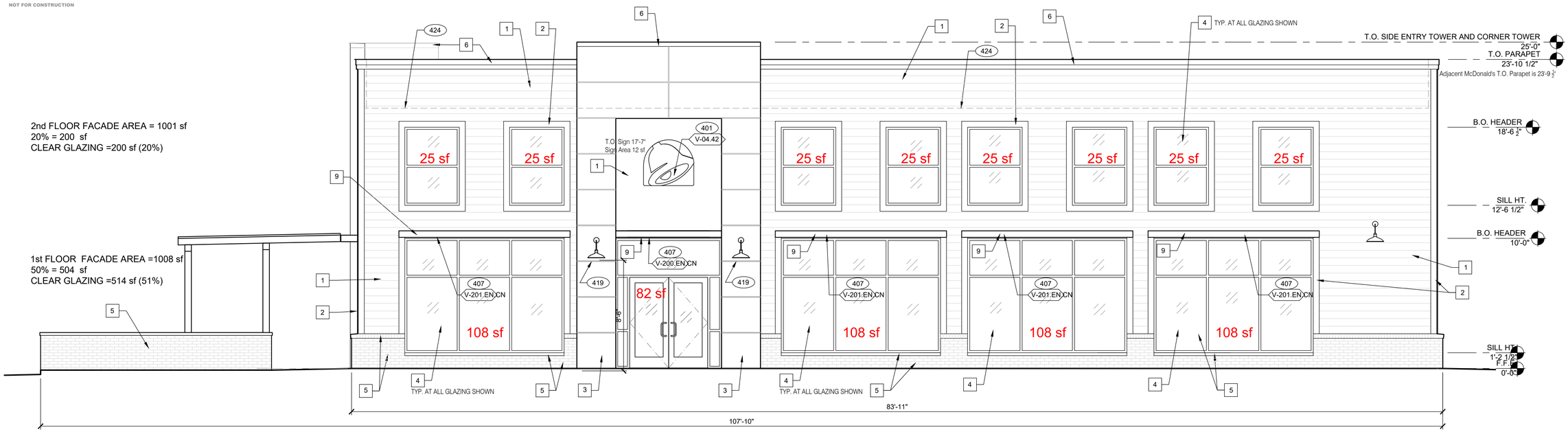
HONEY FARM CROSSING
COLUMBIA, TN

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.

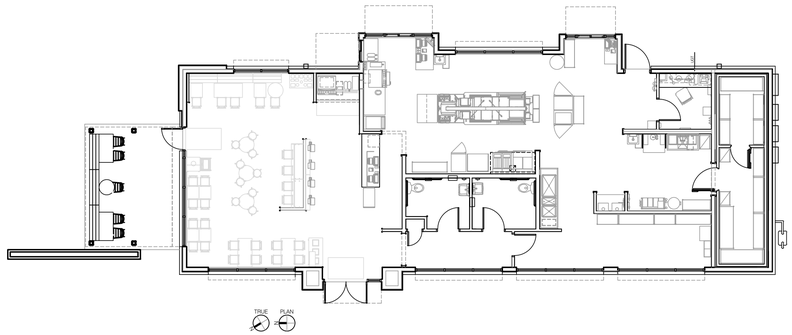
SEALERS (REFER TO SPECS)
A. SEALANT AT ALL WALL AND ROOF PENETRATIONS.
B. SEALANT AT ALL WINDOW AND DOOR FRAMES AND JAMB. DO NOT SEAL SILL @ WINDOWS.
C. APPLY NEOPRENE GASKET (CONT.) BETWEEN BUILDING AND CANOPY.

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

NOT FOR CONSTRUCTION

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 ANY WORK 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 .

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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,

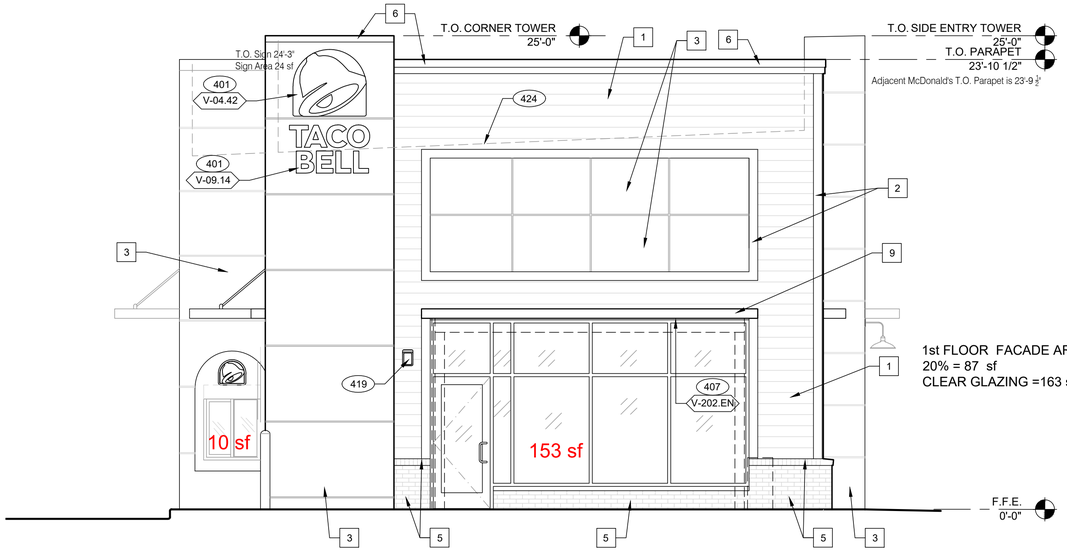
408 CO2 FILL VALVE & COVER.

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.

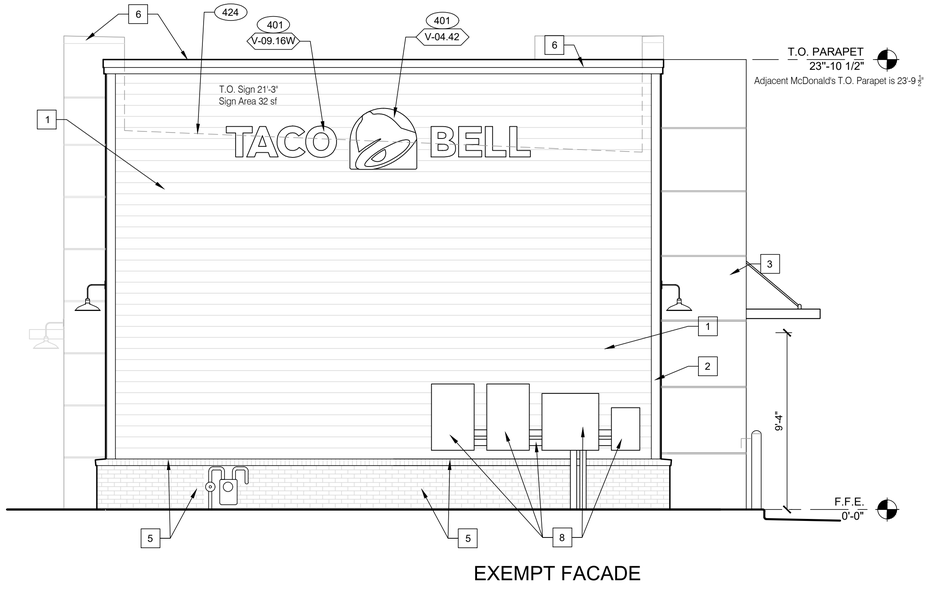
KEY NOTES | **A**

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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1407 W. 46th Street
Austin, TX. 78756
512/467-2626
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Taco Bell
Nashville Highway
Columbia TN 38401

TACO BELL
ENDEAVOR 2.0

REVISIONS	DATE

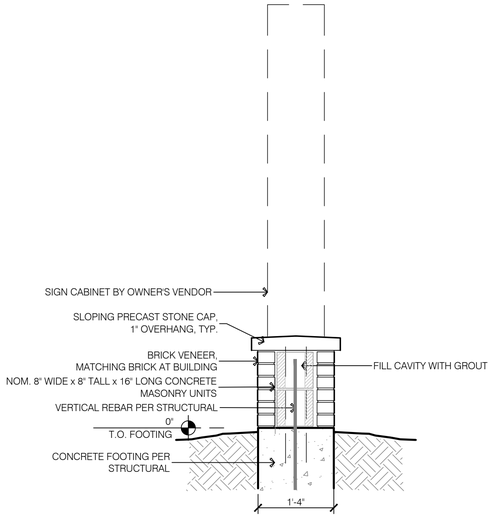
PROJECT NO.	2501
CAD FILE	AS-2
DRAWN BY	TO
CHECKED BY	MWH
DATE:	3.17.2026
SCALE:	AS NOTED

Exterior Elevations

AS-2

DWG OF .

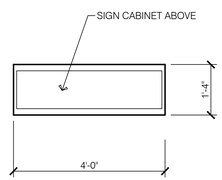
NOT FOR CONSTRUCTION



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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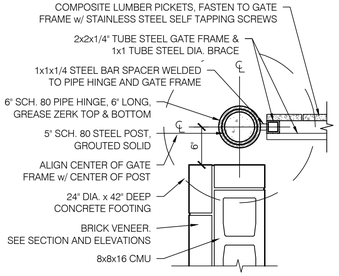
ENDEAVOR 2.0

REVISIONS	DATE

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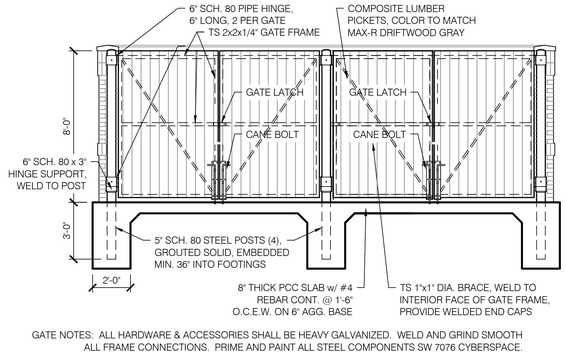
AS-3
MONUMENT SIGN

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5 Gate Detail

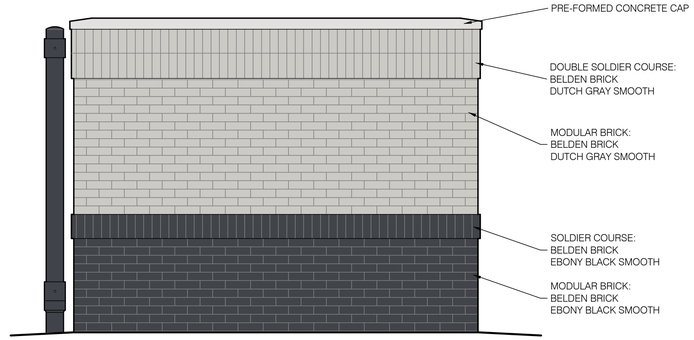
SCALE: 1" = 1'-0" Horizontal Section



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.

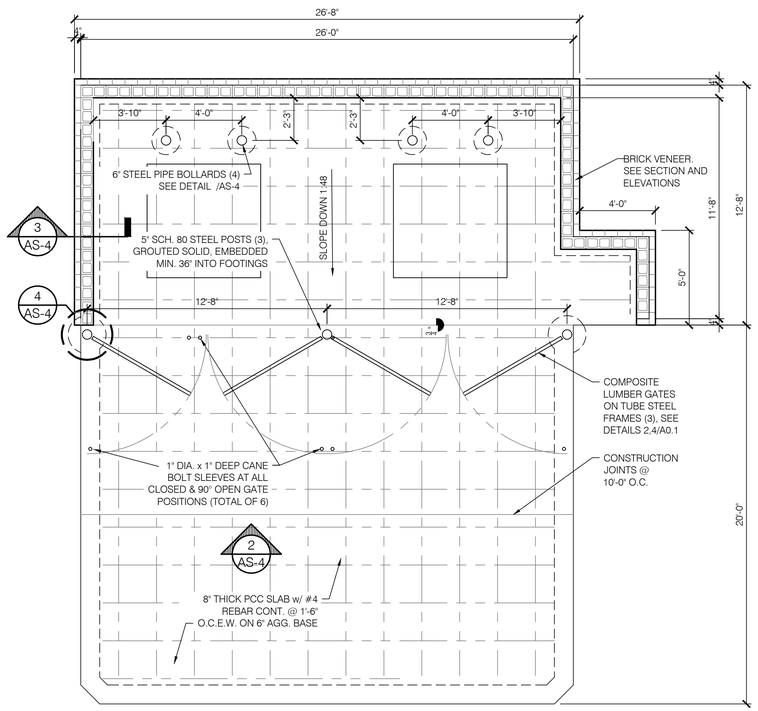
4 Enclosure Front Elevation

SCALE: 1/4" = 1'-0"



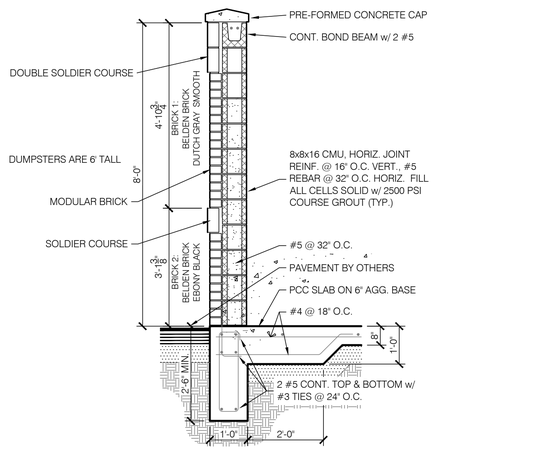
3 Enclosure Side Elevation

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



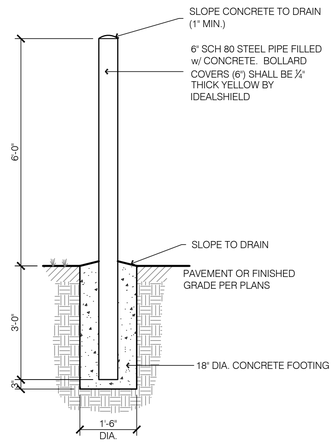
1 Enclosure Plan

SCALE: 1/4" = 1'-0"



2 Enclosure Vertical Section

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



6 Bollard Detail

SCALE: 1" = 1'-0"

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TACO BELL
ENDEAVOR 2.0

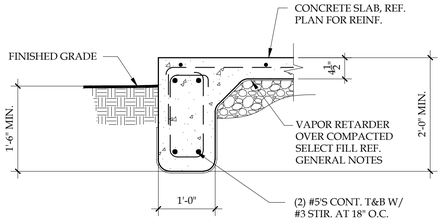
REVISIONS	DATE

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CAD FILE	.
DRAWN BY	TO
CHECKED BY	MWH
DATE:	2.16.2026
SCALE:	

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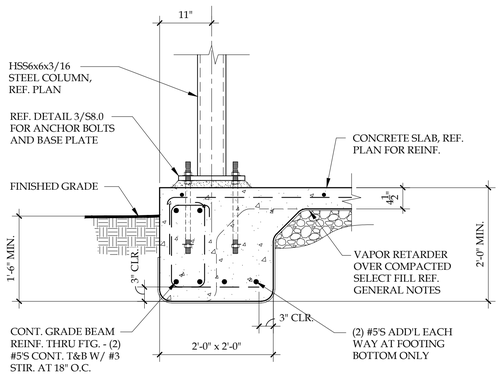
AS-4
DUMPSTER ENCLOSURE

DWG OF .



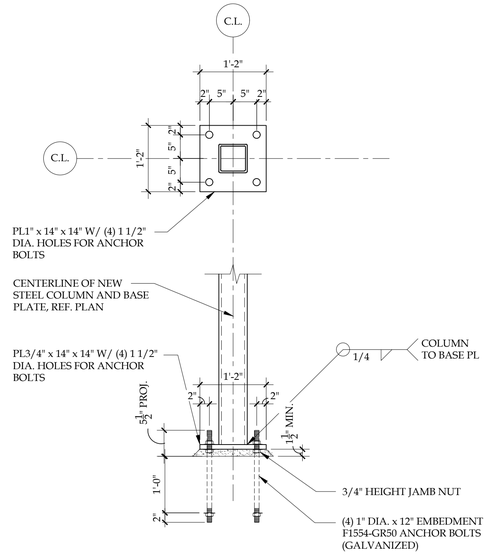
1. SECTION AT PATIO SLAB

3/4" = 1'-0"



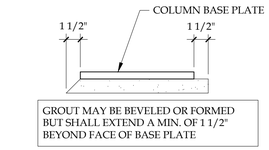
2. SECTION AT CANOPY COLUMN

3/4" = 1'-0"



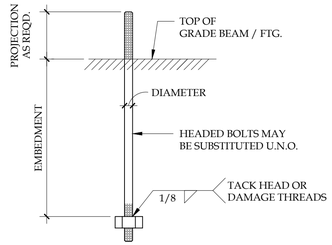
3. BASE PLATE AND ANCHOR BOLT DETAIL

3/4" = 1'-0"



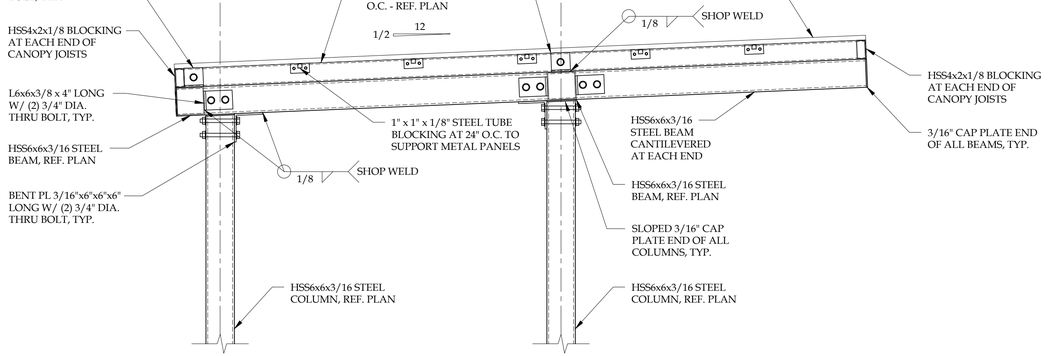
GROUT PLACEMENT

NO SCALE



ANCHOR BOLT DIAGRAM

NO SCALE



4. SECTION THROUGH CANOPY

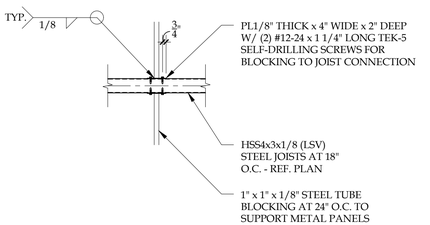
3/4" = 1'-0"

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.

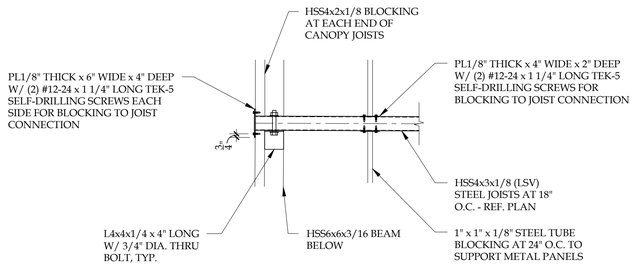
2. ALL WELDS AT CANOPY CONNECTIONS TO BE DONE IN SHOP WITH 1/8" FILLET WELDS. PROVIDE WELDS ALL AROUND.

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.



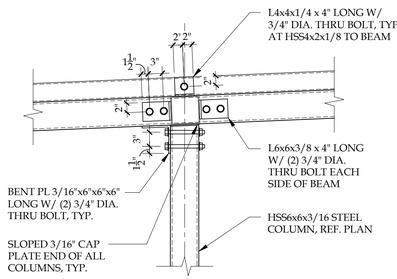
5. BLOCKING TO JOIST CONN.

3/4" = 1'-0"



6. END BLOCKING TO JOIST CONN.

3/4" = 1'-0"

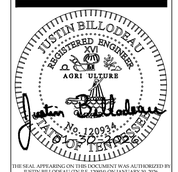


7. COLUMN TO BEAM CONN.

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

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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*)

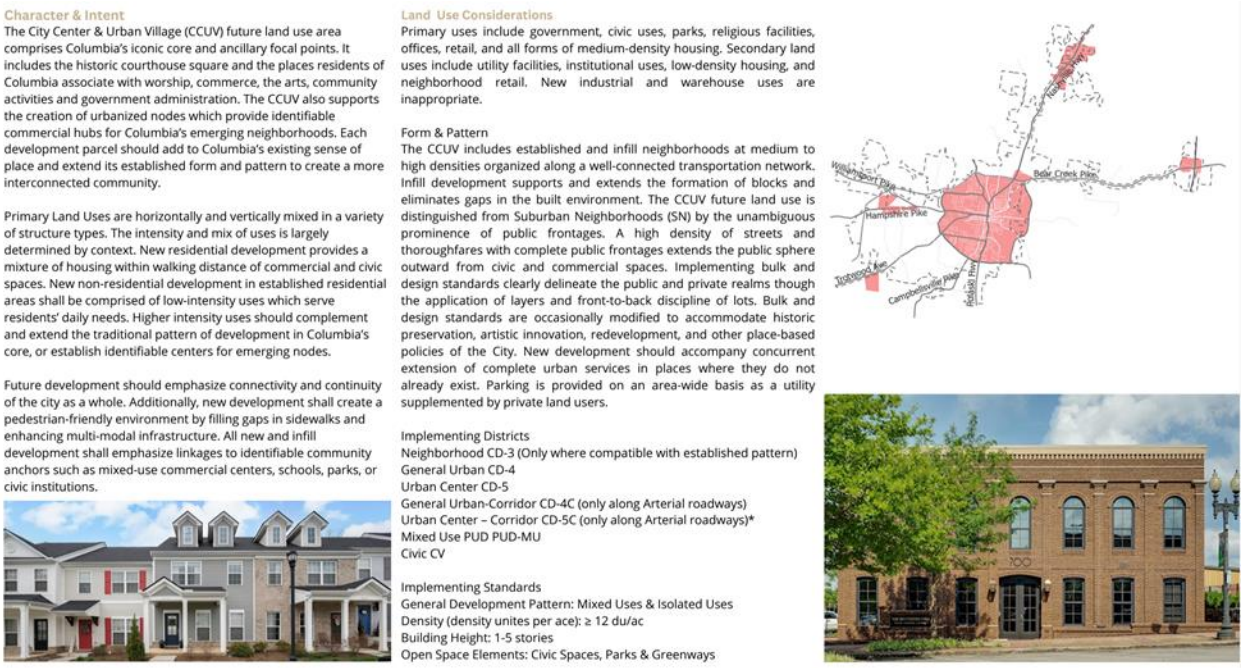


ZONING MAP (PUD-MU)



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
Paul Keltner, AICP, Development Services Director pkeltner@columbiatn.gov 931-560-1560
Travis Neas, Building Official tneas@columbiatn.gov

AGENDA ITEM TITLE: 1ST CONSIDERATION ON ORDINANCE NO. 4591 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 12-108 TO TITLE 12, CHAPTER 1, PERTAINING TO MINIMUM DESIGN STANDARDS FOR FIRE PREVENTION, FIRE PROTECTION, AND BUILDING CONSTRUCTION SAFETY FOR GOVERNMENT-OWNED BUILDINGS - CITYWIDE.

RECOMMENDATION: Approve Ordinance No. 4591 on first consideration.

INFORMATION: This ordinance will amend Title 12, Chapter 1 of the Municipal Code as it pertains to the required minimum standards for fire prevention, fire protection, and building construction safety for government owned buildings. The amendment will establish the standards adopted by the Tennessee State Fire Marshal's Office as the minimum standards for design and construction for all Federal, State, County and City owned buildings inside the City of Columbia. Establishing the State Fire Marshals adopted codes for government-owned buildings will help to reduce jurisdictional conflicts. This amendment will be effective upon approval of second reading.

CERTIFICATION: N/A

ATTACHMENTS: Ordinance 4591 Staff Report, Ordinance 4591.

AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 12-108 TO TITLE 12, CHAPTER 1, PERTAINING TO MINIMUM DESIGN STANDARDS FOR FIRE PREVENTION, FIRE PROTECTION, AND BUILDING CONSTRUCTION SAFETY FOR GOVERNMENT OWNED BUILDINGS

BE IT ORDAINED BY THE CITY OF COLUMBIA, as follows:

Section 1: That Title 12, Chapter 1 of the Columbia Municipal Code, pertaining to the building code, is hereby amended by adding section 12-108 as follows:

12-108, Government owned buildings. The standards adopted by the Tennessee State Fire Marshal's Office at the time of permit application will be the minimum standards for fire prevention, fire protection, and building construction safety in the City of Columbia for the design and construction of government owned buildings.

Section 2: 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, fifteen (15) days before said hearing.

Section 3: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4: This Ordinance shall take effect upon approval of second consideration.

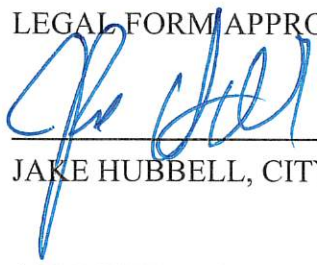
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, this the ____ day of _____, 2026.

_____
CHARLES (CHAZ) M. MOLDER, MAYOR

ATTEST:

_____
THAD H. JABLONSKI, CITY RECORDER

LEGAL FORM APPROVED:



JAKE HUBBELL, CITY ATTORNEY

APPROVED 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
Liz Bermudez, Executive Secretary, lbermudez@columbiatn.gov 931.560.1510

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4592 - AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 10-108 TO TITLE 10, CHAPTER 1 TO REGULATE AND PROHIBIT THE SALE, TRANSFER, DISPLAY, AND GIVEAWAY OF DOGS, CATS, AND DOMESTIC RABBITS IN PUBLIC OUTDOOR SPACES

RECOMMENDATION: Approve Ordinance No. 4592 on first consideration.

INFORMATION: This Ordinance is intended to help reduce irresponsible breeding practices and lessen the burden on animal shelters and rescue organizations. It would assist in protecting public health and safety, prevent consumer fraud, reduce the spread of animal-to-human disease and promote the humane treatment of animals by regulating the sale, transfer, display and giveaway of dogs, cats and domestic rabbits.

CERTIFICATION: N/A.

ATTACHMENTS: Staff Report, Ordinance No. 4592.

AN ORDINANCE TO AMEND THE COLUMBIA MUNICIPAL CODE BY ADDING SECTION 10-108 TO TITLE 10, CHAPTER 1 TO REGULATE AND PROHIBIT THE SALE, TRANSFER, DISPLAY, AND GIVEAWAY OF DOGS, CATS, AND DOMESTIC RABBITS IN PUBLIC OUTDOOR SPACES

WHEREAS, the city council deems it necessary to enact this ordinance to protect public health and safety, prevent consumer fraud, reduce the spread of animal-to-human disease, and promote the humane treatment of animals by regulating the sale, transfer, display, and giveaway of dogs, cats, and domestic rabbits; and

WHEREAS, the city council deems this ordinance necessary to reduce irresponsible breeding practices and lessen the burden on animal shelters and rescue organizations.

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

Section 1: That Title 10, Chapter 1 of the Columbia Municipal Code is hereby amended by adding section 10-108 as follows:

SECTION
10-108. **Sales or Transfers Prohibited in Public Outdoor Spaces.**

(1) DEFINITIONS

For purposes of this section, the following terms shall apply:

(a) Animal means any live dog, cat, or domestic rabbit.

(b) Public Outdoor Space means any public street, roadway, highway right-of-way, sidewalk, median, parkway, park, recreation area, flea market, outdoor market, or any commercial or retail parking lot, or any other publicly accessible outdoor area.

(c) Consideration means anything of value, including but not limited to cash, credit, electronic payment, services, or property.

(d) Sale or Transfer means to sell, offer for sale, display, give away, barter, exchange, adopt out, lease, or otherwise transfer ownership or possession of an animal, whether or not for consideration.

(e) Animal Rescue Organization means a nonprofit organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code whose primary purpose is the rescue and placement of animals. This term shall not include any entity that breeds animals, obtains animals from breeders for compensation, or is affiliated with a breeder or commercial seller of animals.

(f) Animal Shelter means a facility operated by or under contract with a governmental entity for the purpose of impounding, housing, or caring for stray, abandoned, surrendered, or seized animals.

(g) Authorized Adoption Event means an event conducted by or in partnership with an Animal Shelter or Animal Rescue Organization for the purpose of placing animals into permanent homes and not for commercial sale.

(2) PROHIBITED CONDUCT

(a) Public Outdoor Spaces

It shall be unlawful for any person to engage in the sale, offer for sale, display, giveaway, barter, exchange, or transfer of any animal in any Public Outdoor Space.

(b) Display for Transfer

No person shall display any animal in any manner intended to facilitate or promote the sale or transfer of an animal in violation of this ordinance.

(c) Advertising

No person shall advertise, promote, or facilitate the sale or transfer of animals in a manner that directs or encourages transactions occurring in violation of this ordinance.

(3) EXCEPTIONS

This ordinance shall not apply to:

(a) Authorized Adoption Events

Events conducted by or in partnership with an Animal Shelter or Animal Rescue Organization.

(b) Private Residential Transactions

The sale or transfer of an animal that occurs entirely within a private residence, provided such transaction does not occur in a Public Outdoor Space.

(c) Veterinary Offices

The sale or transfer of an animal that occurs within a licensed veterinary medical facility.

(d) Law Enforcement Safe Exchange Locations

Prearranged transfers of animals conducted at designated safe exchange locations operated by the Columbia Police Department, provided such transactions comply with all other applicable laws.

(e) Government Agencies

Animal control agencies and law enforcement officers acting within the scope of their official duties.

(f) Livestock

This ordinance shall not apply to livestock regulated under Title 44 of the Tennessee Code.

(4) ENFORCEMENT

(a) Authority

This ordinance shall be enforced by animal control officers and law enforcement officers.

(b) Seizure

Any animal involved in a violation of this ordinance may be impounded or seized in accordance with applicable law.

(5) PENALTIES

A violation of this ordinance shall be a civil offense punishable by a fine not to exceed fifty dollars ($50.00) per violation, unless otherwise authorized by applicable law. Each animal involved and each day the violation occurs shall constitute a separate offense. In addition to fines, the City may seek impoundment of animals and recovery of associated costs and any costs of care.

(6) SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this ordinance is held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions, which shall remain in full force and effect.

(8) EFFECTIVE DATE

This ordinance shall take effect 30 days after final passage, the public health, safety, and welfare of the citizens and animals of the City requiring it.

Section 2: 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 9th day of July, 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
Donnie Boshers, Wastewater Director, dboshers@columbiatn.gov 931.560.1001

AGENDA ITEM TITLE: 1ST CONSIDERATION OF ORDINANCE NO. 4593 - AN ORDINANCE CONVEYING A TWENTY-FOOT-WIDE SEWER EASEMENT TO JOHN C. DAVENPORT FOR PROPERTY LOCATED ON TAX MAP 100G, GROUP A, PARCEL 032.07

RECOMMENDATION: Approve Ordinance No. 4593 on first consideration.

INFORMATION: John C. Davenport has requested the City of Columbia convey a twenty-foot-wide sewer easement for construction of sanitary sewer serving property adjacent to 711 Lion Parkway.

CERTIFICATION: N/A.

ATTACHMENTS: Staff Report, Ordinance No. 4593, Exhibit A.

AN ORDINANCE CONVEYING A TWENTY-FOOT-WIDE SEWER EASEMENT TO JOHN C. DAVENPORT FOR PROPERTY LOCATED ON TAX MAP 100G, GROUP A, PARCEL 032.07

WHEREAS, the City of Columbia is the owner of certain real property described in that certain Warranty Deed from Ray G. Pace and wife, Gale C. Pace, dated August 28, 2008 and recorded in Book R2050, Page 1287, in the Register's Office for Maury County, Tennessee; and

WHEREAS, John C. Davenport is the owner of certain real property conveyed by Special Warranty Deed from Thomas W. Jennings, a married person, dated May 11, 2022 and recorded in Book R2842, Page 88, in the Register's Office of Maury County, Tennessee; and

WHEREAS, the City of Columbia has agreed to grant John C. Davenport a twenty-foot-wide sewer easement over a portion of property located on Tax Map 100G, Group A, Parcel 032.07; and

WHEREAS, the sewer easement conveyed herein includes a right of ingress and egress for the purpose of installation and maintenance of sewer over the right of way easement described in Exhibit "A", which is attached hereto and incorporated herein by reference; and

WHEREAS, the sewer easement will run with all of the subject lands, and will inure to the benefit of each of the parties and their respective heirs, executors, administrators, successors and assigns.

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

Section 1: That the City of Columbia, Tennessee does hereby convey a twenty-foot-wide sewer easement to John C. Davenport

Section 2: That the Mayor of the City of Columbia, Tennessee is hereby authorized to execute documents related to the conveyance of such sewer easements.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, TENNESSEE, This the 9th day of July, 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: _____