



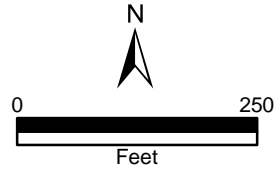
8-F-23-HZ
APPLICATION FOR CERTIFICATE OF APPROPRIATENESS



410 E. Oklahoma Ave. 37917
Old North Knoxville H

Original Print Date: 8/7/2023
 Knoxville/Knox County Planning -- Historic Zoning Commission

Petitioner: Susie Smith





Staff Report

Knoxville Historic Zoning Commission

File Number: 8-F-23-HZ

Meeting: 8/17/2023
Applicant: Susie Smith
Owner: Charles and Susan Smith

Property Information

Location: 410 E. Oklahoma Ave. **Parcel ID** 81 L P 010
District: Old North Knoxville H
Zoning: RN-2 (Single-Family Residential Neighborhood)
Description: Queen Anne cottage, c.1910

One-and-one-half-story, frame residence with a hipped roof with lower cross gables, clad in asphalt shingles, an exterior of wood lap siding, and a brick foundation. Partial-width, shed-roof porch projects from the left half of the façade. Windows are 2/1, double-hung.

Description of Work

Level II Major Repair or Replacement

Proposed replacement of one non-historic, single-light casement window on a rear roofline dormer. The proposed window is a one-over-one, double-hung vinyl window.

Application also involves the level 1 scope of replacing in-kind wood tongue-and-groove porch flooring.

Applicable Design Guidelines

Old North Knoxville Design Guidelines, adopted by the Knoxville City Council on November 25, 2004.

B. Windows:

2. If replacement windows are necessary, they shall be the same overall size as the originals, with the same pane division and the same muntin depth, width, and profile. They shall be the same materials as the original windows, which were generally wood.
4. Tinted or reflective glass may not be used on primary or other important elevations.
5. It can be appropriate to design or install additional windows on the rear or another secondary elevation. The design must be compatible with the overall design of the building.
6. Windows may not be blocked in. They must retain the full height and width of the original opening.
8. Reuse existing, serviceable hardware.

C. Porches:

1. Historic porches on houses in Old North Knoxville should be repaired, or may replicate the original porch if documentation of its size and design can be discovered.
 2. A wood porch floor may not be replaced with a poured concrete floor, which will absorb and retain moisture and eventually damage the structure as well as the appearance of the building.
-

Comments

N/A

Staff Findings

1. 410 E. Oklahoma Ave is a contributing resource to the Old North Knoxville National Register Historic District and local overlay.
2. The proposed window to be replaced is a non-historic casement window which cannot be seen from the street; on the right side, the dormer is recessed behind a gable-roof massing which projects to the rear.
3. Guidelines recommend replacement windows be the same overall size, with the same pane division and muntin depth, width, and profile, and the same material as the originals, which were generally wood. The pane division of the proposed double-hung window will be better aligned with the original windows than the single-light casement.

A vinyl window does not meet the design guidelines, which state "windows shall be the same material as the originals, which were usually wood." As a non-historic window which is not visible from the right-of-way, an alternative material such as fiberglass or composite may be appropriate, provided the meeting rails and stiles are compatible with a wood window. Wood would also meet the guideline.

Staff Recommendation

Staff recommends approval of the rear elevation window replacement, subject to one condition: 1) revision of proposed replacement window material, with new specification to be submitted to staff for approval.



DESIGN REVIEW REQUEST

- DOWNTOWN DESIGN (DK)
- HISTORIC ZONING (H)
- INFILL HOUSING (IH)

Susie Smith

Applicant

7/25/2023

August 17, 2023

8-F-23-HZ

Date Filed

Meeting Date (if applicable)

File Number(s)

CORRESPONDENCE

All correspondence related to this application should be directed to the approved contact listed below.

- Owner
- Contractor
- Engineer
- Architect/Landscape Architect

Charlie and Susie Smith

NA

Name

Company

410 E Oklahoma Ave

Knoxville

TN

37917

Address

City

State

Zip

865.659.8065

thesmith3@aol.com

Phone

Email

CURRENT PROPERTY INFO

Charlie and Susie Smith

Owner Name (if different from applicant)

Owner Address

Owner Phone

410 E Oklahoma Ave.; Knoxville, TN 27917

081LP010

Property Address

Parcel ID

Old North Historic District

RN-2/H

Neighborhood

Zoning

AUTHORIZATION

Lindsay Crockett

Lindsay Crockett

7.27.2023

Staff Signature

Please Print

Date

Susie Smith

7/25/2023

Applicant Signature

Please Print

Date

REQUEST

DOWNTOWN DESIGN

Level 1:

- Signs Alteration of an existing building/structure

Level 2:

- Addition to an existing building/structure

Level 3:

- Construction of new building/structure Site design, parking, plazas, landscape

See required Downtown Design attachment for more details.

Brief description of work: _____

HISTORIC ZONING

Level 1:

- Signs Routine repair of siding, windows, roof, or other features, in-kind; Installation of gutters, storm windows/doors

Level 2:

- Major repair, removal, or replacement of architectural elements or materials Additions and accessory structures

Level 3:

- Construction of a new primary building

Level 4:

- Relocation of a contributing structure Demolition of a contributing structure

See required Historic Zoning attachment for more details.

Brief description of work: Replace approx. 6 boards on front porch. Replace 2nd story rear non historic casement window on dormer with double hung vinyl , which more closely matches the pattern of the other windows.

INFILL HOUSING

Level 1:

- Driveways, parking pads, access point, garages or similar facilities Subdivisions

Level 2:

- Additions visible from the primary street Changes to porches visible from the primary street

Level 3:

- New primary structure
 Site built Modular Multi-Sectional

See required Infill Housing attachment for more details.

Brief description of work: _____

STAFF USE ONLY

ATTACHMENTS

- Downtown Design Checklist
 Historic Zoning Design Checklist
 Infill Housing Design Checklist

ADDITIONAL REQUIREMENTS

- Property Owners / Option Holders

Level 1: \$50 • **Level 2:** \$100 • **Level 3:** \$250 • **Level 4:** \$500

FEE 1:		TOTAL: 100.00
100.00		
FEE 2:		
FEE 3:		

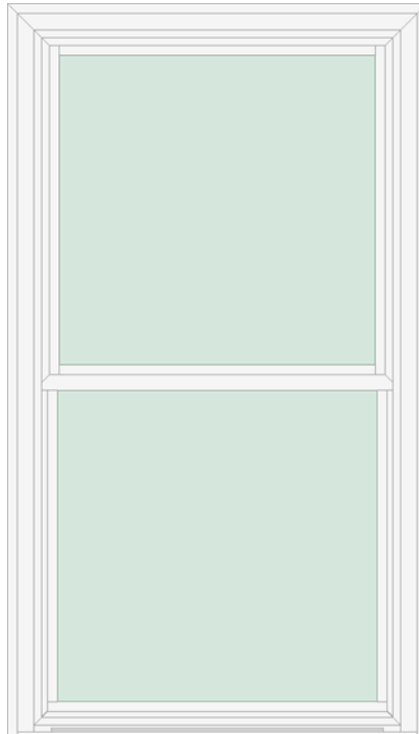




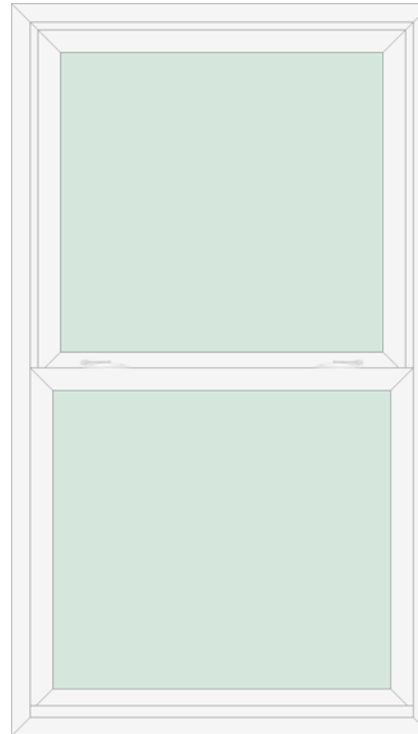


YOUR PROFESSIONAL-CLASS PRODUCT

Aspect AP500 Series 501 - Double Hung



OUTSIDE VIEW



INSIDE VIEW



865-525-2501
2501 N Central Street
Knoxville, TN 37917

QUOTE INFORMATION

Job: Smith, Susie 1

Order #10258806-1

DETAILS

Aspect Window - AP500 Series

501 - Double Hung

White

Exact Size: 27" x 47"

Constant Force Roller Tilt Balance System

Snap-In Frame Sash Stops

Double Sweep Locks

White Hardware

INNERGY Thermal Sash Reinforcement

Roll Form Bottom Screen (White) with BetterVue Screen

Mesh

Sill Extender

ComforTech DLA

Single Strength Glass

3/4" IG Thickness

Sell Price: \$442.95

Labor / Installation: \$489.00

Total: \$931.95

SIZING

Opening Width Range: 27 1/4" to 27 1/2"
Opening Height Range: 47 1/4" to 47 1/2"
Window Size: 27" x 47"
United Inches: 74
Egress Size: 22" x 17 15/32"
Egress Square Foot: 2.6726
Egress Meets Criteria: No
Top Sash Size: 23" x 22 1/16"
Top Glass Size: 21 1/4" x 20 5/16" x 3/4"
Top Glass Viewable Size: 20 1/4" x 19 5/16"
Bottom Sash Size: 24" x 23 1/16"
Bottom Glass Size: 22 1/4" x 21 5/16" x 3/4"
Bottom Glass Viewable Size: 21 1/4" x 20 5/16"
Size:
Bottom Screen: 23 7/16" x 23 1/2"

Structural

Air:
0.05 cfm/ft² @ 1.57 psf
ASTM E 283
Water:
7.52 psf
ASTM E 547
Structural:
LC-PG50 142mph
AAMA/WDMA/CSA 101/I.S.2/A440-08 and 11
DP 50

ENERGY

ENERGY PERFORMANCE RATINGS

U-Factor (U.S./I-P)	Solar Heat Gain Coefficient
0.27	0.28

ADDITIONAL PERFORMANCE RATINGS

Visible Transmittance	Condensation Resistance
0.52	60.00
Air Infiltration (cfm/ft ²)	
<= 0.05	

ENERGY STAR

Northern/North-Central Regions

MAINTENANCE & CARE FOR YOUR VINYL WINDOW OR PATIO DOOR

KEY POINTS TO REMEMBER

1. Small scratches and nicks in the vinyl can occur. These small imperfections can be buffed out with a fine buffing compound suitable for vinyl surfaces.
2. Water can enter into the sill area of several different styles of windows. These windows are designed to capture this water before it enters your home and drain it to the outside. The presence of water in the sill of the window does not indicate a problem unless it has overflowed the window sill and into your interior sill or wall. If this has happened, check to make sure there is no debris in the window sill preventing water to drain through the drainage holes.
3. Condensation is often a result of high humidity in the home. If you have found condensation on your window or patio door, you must take steps to reduce the humidity level in your home by either adding a dehumidifier or using a kitchen exhaust fan to remove water vapors from cooking.

CARE AND MAINTENANCE

Maintenance of your window or patio door is important to keep it operating at its full potential. Here are some important steps to take throughout the year to keep your windows and doors looking beautiful.

1. Keep sill track clean of dirt and debris so water can flow freely to outside.
2. Keep all weep holes free of obstructions so water can flow freely to outside.
3. Inspect exterior caulking regularly and replace when necessary.
4. Clean and check operation of hardware and weather-stripping regularly and repair if necessary.
5. Keep weatherstrip clean of dirt and grit for proper seal. Wash with mild soap and water, rinse with water and wipe dry. Apply a light coat of wax (Lemon Pledge®) and wipe off excess.
6. Determine the source of any moisture that you see around your windows or doors and stop its entry and accumulation.
7. Immediately dry out any areas around your windows or doors that you observe are wet (immediate action is necessary to mitigate any damage to your home). The use of a dehumidifier, fan, or any warm air source will help dry out affected area.
8. Maintain relative humidity at moderate levels.

Vinyl Finish:

1. To clean, wash with mild soap and water. Heavy dirt and stains may require stronger cleaning compounds such as a vinyl siding cleaner. The surface can be wiped down with solvents such as turpentine, naphtha, nail polish remover (acetone) and alcohol. CAUTION: as some cleaners may mar or scratch vinyl.
2. Abrasive cleaners will scratch the surface and are not recommended.

Hardware:

1. Much like sterling silver even the finest brass will react naturally to the elements surrounding it. To maintain, polish with a nonabrasive automotive or furniture wax. By keeping your hardware cleaned and maintained you will be rewarded with a long-lasting finish.
2. Tighten screws when necessary.
3. Lightly oil as needed. Wipe off excess.

CAUTION: DO NOT USE paint thinners, lacquer thinner, gasoline, kerosene or any other harsh chemical to clean surfaces or hardware.



DOORS | WINDOWS
SIDING | STONE | ROOFING

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S-MK-03055-23 | 1/23

Aeris™ Endure™ & Aspect™ Windows & Patio Doors

Lifetime Limited Transferable
WARRANTY



AERIS™, ENDURE™ & ASPECT™ WINDOWS & PATIO DOORS

ProVia LLC, hereinafter “ProVia”, warrants to the original consumer purchaser, that under normal use this product will be free from defects in material and workmanship for as long as the purchaser owns and lives in the single family residence, hereinafter “Home”, in which the product was installed. The details of the warranty are as follows:

BASIC WINDOW OR PATIO DOOR UNIT - LIFETIME TRANSFERABLE

The rigid vinyl and factory-applied wood components of the window or patio door (not including factory installed jamb extensions), are warranted against chipping, cracking, peeling, pitting, blistering, warping or delamination for as long as you own and live in the Home in which the product was originally installed.

This warranty is transferable to one subsequent purchaser.

PAINT/STAIN FINISH - 15 YEAR / 10 YEAR

ProVia further warrants the factory-applied paint on exterior vinyl window components against cracking, pitting, peeling, blistering or suffering from non-uniform fading discoloration (non-uniform fading discoloration resulting from unequal exposure of surfaces to the sun and elements is not covered by this warranty) and defects in material and workmanship for a period of fifteen (15) years from date of installation.

ProVia further warrants the factory-applied paint or stain finish on interior wood components against flaking, checking, blistering or peeling and defects in material and workmanship for a period of ten (10) years from date of installation. Damage to the paint or stain finish caused by condensation and normal wear are not covered.

HARDWARE - LIFETIME

ProVia further warrants the moving parts, such as balances on double-hung windows and locking mechanisms in all units, for as long as the original purchaser owns and lives in the Home in which the product was originally installed, if those parts are not free from defects in material and workmanship under conditions of normal use and wear.

PATIO DOOR HANDLES LIFETIME / 1 YEAR

ProVia further warrants all patio door handles with a Bright Brass, Satin Nickel or Aged Bronze finish against tarnishing for as long as you own and live in the Home in which the product was installed.

Patio door handles with a painted finish, Flat Bronze, Modern Bronze or Antique Brass finish are warranted against flaking, checking, blistering or peeling for a period of (1) year from date of installation.

INSULATED GLASS UTILIZING SUPER SPACER® - LIFETIME

ProVia further warrants the insulated glass units utilizing Super Spacer in its vinyl windows or patio doors against defects resulting in material obstruction of vision as the result of film formation between the interior glass surfaces caused by failure of the air-tight seal, for as long as the original purchaser owns and lives in the Home in which the product was originally installed. Small spots, marks, lint, and scratches not exceeding applicable glass manufacturing specifications imposed by Federal Specification 1036-90 will not constitute defects under this warranty.

INTERNAL BLINDS - 10 YEAR

Internal blind units are warranted against seal failure and defects in material and workmanship for a period of ten (10) years from date of installation.

GLASS BREAKAGE - LIFETIME

ProVia further warrants the insulated glass units utilizing Super Spacer in its vinyl windows or patio doors against breakage as follows: (1) If the glass in a properly registered and warranty covered unit breaks as the result of a manufacturing defect; (2) In the event of an accident in the Home that is not covered by insurance or is of an amount that is within the insurance policy deductible, ProVia will replace the glass free of charge, for as long as the original purchaser owns and lives in the Home in which it was originally installed.

Glass breakage is not covered for insulated glass units with internal blinds or insulated glass units in Garden Windows.

SCREENS - LIFETIME

Further, ProVia will replace under normal conditions of use, for as long as the original purchaser owns and lives in the Home in which the product was originally installed; for manufacturing defects, if the fiberglass, aluminum or stainless steel screening is not free from rotting, staining, or rusting. No warranty herein covers torn screen mesh caused by abnormal use, negligence, or other means not controlled by ProVia.

FLEXSCREENS - LIFETIME

Further, ProVia will replace under normal conditions of use, for as long as the original purchaser owns and lives in the Home in which the product was originally installed; for manufacturing defects, if the fiberglass screening is not free from rotting, staining, or rusting. No warranty herein covers torn screen mesh caused by abnormal use, negligence, or other means not controlled by ProVia.

BAY, BOW & GARDEN WINDOWS - 10 YEAR

Bay and Bow windows (frames and roof kits) and Garden Windows (frames, sashes, hardware and insulated glass units) are warranted against defects in material and workmanship for a period of ten (10) years from date of installation. Garden windows are not available in the Aeris series.

TRANSFERABLE WARRANTY

The Warranty on the basic window or patio door unit is transferable by the original purchaser to one subsequent purchaser for purchaser's personal residence provided the warranty transfer is completed within thirty (30) days after the date of transfer of ownership. Warranty transfers must be completed online at www.provia.com/warranty.

NON-RESIDENTIAL & MULTI-FAMILY APPLICATIONS

Where the structure in which the product is installed is not a single family residence occupied by the purchaser, or is owned by a public or private corporation for profit or non-profit, an unincorporated association or other business entity of any type recognized



PLEASE REMEMBER TO REGISTER YOUR WARRANTY

For all warranty-related matters, including registering and transferring an existing warranty, scan this QR Code or visit www.provia.com/warranty.

by law, a church, a school, a governmental or public authority, the time periods stated in this warranty shall be limited as follows: Basic Window or Patio Door Unit – 5 Year (non-transferable); Hardware – 1 Year; Insulated Glass – 10 Year (glass breakage not included); Internal Blinds – 5 Year; Screens – 5 Year; and Finishes – 1 Year.

COASTAL APPLICATIONS

For products that are installed in a Coastal region the time periods stated in this warranty shall be limited as follows: Non stainless steel hardware mechanisms in Casement Window & Patio Door units - 5 year mechanical warranty; Aged Bronze, Bright Brass or Satin Nickel Patio Door Handles – 10 Year Finish.

Definition of Coastal Regions: For information and maps of Coastal regions please go to www.provia.com/coastalwarranty.

WARRANTY CONDITIONS

No warranty herein covers natural weathering or fading of surfaces, torn screening, non-factory applied finishes (e.g. customer applied tints, films or paint finishes), damages resulting from customer applied tints, films or paint finishes, damages resulting from improper installation, abuse, negligence, abnormal or unreasonable use (including failure to provide reasonable and necessary maintenance), damage resulting from fire or lightning, windstorms, earthquakes, wind-borne objects, strain applied to the unit by movement of the building, inadequate provision for expansion or contraction of framing members, installation in ships or vehicles, installation outside the Continental United States, seal failure, if the seal has been subject to immersion in water, acts of God, or other causes beyond the control of ProVia except as expressly warranted, whether similar or dissimilar to the foregoing.

Condensation on units may occur as the natural result of humidity within the house or building area. This natural result may come from changes in interior or exterior temperatures and does not indicate a defect in the unit. This warranty does not cover condensation, nor frost or freezing from condensation on the unit.

On some installations, caulking is used to seal the frames or trim packages against water or air penetration. Caulking is not considered a part of the window or door, and therefore, is not covered under this Warranty. Caulking is normally considered a maintenance responsibility of the purchaser.

The procedure for obtaining performance of the obligations of this warranty is as follows: if you believe your unit to be defective, contact the contractor for inspection. If the contractor determines the unit or parts thereof to be defective, the manufacturer at its exclusive option will repair, provide a new product or part of a product after having determined that it does not conform to the limited warranties contained herein. The manufacturer reserves the right to discontinue or make changes in any of its products. If the products covered by this warranty are not available, the manufacturer shall have the right to substitute a product that is of equal quality or value. The manufacturer will ship the replacement product or part to the nearest authorized dealer and the purchaser must pay for any and all labor necessary to install such product or part and for the transportation from the nearest authorized dealer to his/her residence.

Any claim must be accompanied by a copy of the Warranty certificate and a copy of the contract evidencing purchase of the ProVia products.

PROVIA SHALL NOT BE LIABLE TO PURCHASER FOR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DAMAGES OR LOSS TO OTHER PROPERTY OR EQUIPMENT, LOSS OF USE, OR CLAIMS OF SERVICE INTERRUPTION, FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTIES ON ITS PRODUCT.

PURCHASER'S EXCLUSIVE REMEDY SHALL BE THE REPLACEMENT OF DEFECTIVE FINISH, COMPONENTS, OR PARTS, ALL AS PROVIDED HEREIN. IN ANY EVENT, THE LIABILITY OF PROVIA WITH RESPECT TO ANY CONTRACT, OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF OR FROM THE MANUFACTURE, SALE, DELIVERY, RESELL, INSTALLATION OR TECHNICAL DIRECTION OF INSTALLATION, REPAIR OR USE OF ANY WINDOW, PATIO DOOR, COMPONENT OR PART COVERED BY OR FURNISHED UNDER THIS CONTRACT WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE WINDOW, PATIO DOOR, PART OR COMPONENT ON WHICH SUCH LIABILITY IS BASED.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to purchaser.

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ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE TERMS HEREOF.

Some states do not allow limitations on how long an implied warranty lasts; so the above limitations may not apply to purchaser.

This Lifetime Limited Warranty extends only to the windows and/or patio doors which were originally installed in your Home or other structure as recorded on the warranty registration and shall not be valid or enforceable if you cannot prove that the windows and/or patio doors were so installed. To establish a record of your purchase please register your warranty online at www.provia.com/warranty.

Important Note: Failure to fill out the online warranty registration form will not affect your rights under the warranty if you can show the date of purchase and the location the windows and/or patio doors were installed in a reasonable way. (Your receipt of purchase and the receipt from the contractor who made the installation in your Home showing the address is one such way. Please keep them in a safe place.)

This warranty gives purchaser specific legal rights and he or she may also have other rights which vary from state to state.



