### **MURFREESBORO CITY COUNCIL Regular Session Agenda** Council Chambers - City Hall - 6:00 PM January 27, 2022

#### **PRAYER**

Mr. Rick LaLance

#### **PLEDGE OF ALLEGIANCE**

#### **Ceremonial Items**

**STARS Award:** Russell Gossett

#### **Consent Agenda**

- 1. Acceptance of National Environmental Education Foundation Grant (Parks)
- 2. Mandatory Referral for Abandonment of Drainage Easement along Blue Heron Drive (Planning)
- 3. Mandatory Referral for Abandonment of Elam Road Right-of-Way (Planning)
- 4. Mandatory Referral for Abandonment of Drainage Easement along John Lee Lane (Planning)
- 5. Main Street Banner Request for Read to Succeed banner to hang from January 28-February 4, 2022 (Street)

#### **Old Business**

#### Land Use Matters

Ordinance 21-OZ-39 Zoning for property located along Veals Road (2nd and Final Reading) (Planning)

#### **New Business**

#### Resolution

- 7. Resolution 22-R-02 Public Entity Partners Safety Equipment Grant Acceptance (Employee Services)
- 8. Resolution 22-R-03 Mutual Aid Agreement with Nashville Fire Department for Water Rescue Services (Fire Rescue)

#### Land Use Matters

- 9. Sewer Allocation Variance- Agripark Drive – Clover Senior Living (Planning)
- 10. Plan of Services, Annexation, and Zoning for property along Joe B Jackson Parkway (Planning)

Public Hearing: Plan of Services and Annexation a.

Resolution 21-R-PS-47: Plan of Services b. Resolution 21-R-A-47: Annexation c.

Ordinance 21-OZ-47:

Zone 3.3 acres d.

11. Plan of Services, Annexation, and Zoning for property along New Salem Highway (Planning)

a. Public Hearing: Plan of Services and Annexation

b. Resolution 21-R-PS-48: Plan of Services
c. Resolution 21-R-A-48: Annexation
d. Ordinance 21-OZ-48: Zone 6.7 acres

12. Amending the Westlawn PUD zoning along Veterans Parkway (Planning)

a. Public Hearing: Amend PUD

b. First Reading: Ordinance 21-OZ-44

13. Rezoning property along Bridge Avenue (Planning)

a. Public Hearing: 0.53 acres

b. First Reading: Ordinance 21-OZ-45

14. Amending The Arbors PRD zoning along Compton Road (Planning)

a. Public Hearing: Amend PRD

b. First Reading: Ordinance 21-OZ-46

#### On Motion

- 15. Retail Liquor Certificate of Compliance Super 9 Wine & Spirits (Finance)
- 16. PlayCore Agreement for StarPlex Playground Replacement (Parks)
- 17. Rice Construction Contract for Greenway Boardwalk Repairs (Parks)
- 18. Ultra Electronics Forensic Technology Contract Extension (Police)
- 19. Purchase of Equipment for Police Vehicles (Police)
- 20. REC Pro Rollins Contract Renewal (Solid Waste)
- 21. Professional Design Service Contract with Kimley Horn for the Memorial Blvd. Traffic Signal System Improvements (Transportation)
- 22. Memorial Boulevard (SR 10) Traffic Signal Improvements Contract with TDOT (Transportation)
- 23. Contract for Engineering Study of Transit Route and Shelter Placement (Transportation)
- 24. Contract with TDOT for FY22 Operating Assistance (Transportation)

#### Licensing

#### **Board & Commission Appointments**

25. Murfreesboro Housing Authority (Administration)

#### **Payment of Statements**

#### Other Business

#### **Adjournment**

#### COUNCIL COMMUNICATION

Meeting Date: 01/27/2022

Item Title:	Acceptance of National Environmental Education Foundation Grant			
Department:	Parks and Recreation			
Presented by:	Rachel Singer, Assistant Director			
Requested Cour	ncil Action:			
	Ordinance			
	Resolution			
	Motion	$\boxtimes$		
	Direction	П		

#### **Summary**

Request to accept National Environmental Education Foundation Grant for Driving Mobility and Accessibility.

Information

#### **Staff Recommendation**

Accept grant.

#### **Background Information**

Parks and Recreation has been awarded a National Environmental Education Foundation grant to fund projects that make public lands and waterways more accessible and enjoyable for Americans of all abilities. The City's proposal is to purchase a "Nature Buggy," a custom-painted, wheelchair accessible, shuttle cart that will give individuals with mobility limitations increased access, comfort, and enjoyment to outdoor experiences, programs, and activities.

This grant-funded motorized cart will increase MPRD's ability to provide disability access to outdoor recreation, programming, and special events that take place in hard to traverse areas or that have challenging distances from available parking.

#### **Council Priorities Served**

Establish strong City brand

The availability of a nature buggy in the parks system will enhance the level of access, comfort, and enjoyment in the City's parks and programs for patrons of all abilities, along with their families and friends.

#### Fiscal Impact

The amount is \$20,000.00 grant-funded with additional In-Kind Matching funds that will come out of the operational budget such as service and maintenance (\$1,550), marketing and print materials (\$500), office supplies, and staff time (\$5,200).

#### Attachment

Photo of Nature Buggy



#### COUNCIL COMMUNICATION

Meeting Date: 01/27/2022

**Item Title:** Mandatory Referral for Abandonment of Drainage Easement along

Blue Heron Drive

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:** 

Ordinance □
Resolution □
Motion □
Direction □
Information □

#### Summary

Consider request to allow abandonment of a drainage easement on property along Blue Heron Drive.

#### **Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission considered this item at its January 12, 2022 regular meeting and voted to recommend approval.

#### **Background Information**

In this mandatory referral [2021-735], Council is being asked to consider the abandonment and relocation of a drainage easement on property located along Blue Heron Drive, as shown on the attached exhibit. This easement abandonment request is from Rivers Edge Investments, LLC on behalf of Davidson Homes. The easement was platted and the associated ditch constructed within the building envelope. The applicants would like to relocate both the easement and the ditch to the rear of the lot outside of the rear building setback in order to maximize the building envelope. The Public Infrastructure Department has reviewed this application and concurs with its approval.

If this mandatory referral is approved, Staff and the Planning Commission recommend the following conditions of approval:

- 1) The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the quitclaim deed.
- 2) An easement plat must be submitted for review and approval of the Planning Department depicting the abandoned drainage easement as well as the replacement drainage easement.
- 3) The quitclaim deed and the easement plat must be recorded simultaneously.
- 4) The drainage easement abandonment should be subject to the final approval of the legal documents by the City Attorney.
- 5) The applicant will be responsible for paying any recording fees.

#### **Council Priorities Served**

Establish Strong City Brand

The abandonment of this easement is consistent with the City's goals to be customer service-oriented, modifying an existing easement so that property owners can more fully enjoy and utilize their property.

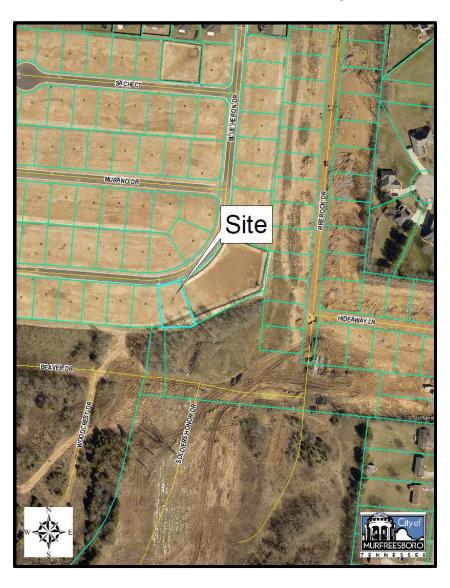
#### **Attachments:**

- 1. Staff comments from the January 12, 2022 Planning Commission meeting
- 2. Memo from City Engineer
- 3. Letter and exhibits from applicant

## MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 JANUARY 12, 2022 PROJECT PLANNER: AMELIA KERR

5.b. Mandatory Referral [2027-735] to consider the abandonment and relocation of a drainage easement located on property along Blue Heron Drive, Rivers Edge Investments, LLC on behalf of Davidson Homes applicant.

This easement relocation request is from Jeremy Moody with Moody, LLC on behalf of Rivers Edge Investments, LLC for property located along the south side of Blue Heron Drive in Section III, Phase II of Rivers Edge Subdivision.



In this mandatory referral, the Planning Commission is being asked to consider the abandonment and relocation of an existing 20' drainage easement on property developed by Rivers Edge Subdivision. The request is to relocate a portion of an existing drainage easement as shown as the hatched area on the attached exhibit. This drainage easement was recorded with Rivers Edge Section 3, Phase 2 in plat book 45, page 58. A copy of the Public Infrastructure memo has been included in the agenda materials.

Staff recommends the approval of the request subject to the following conditions:

- 1) The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the quitclaim deed.
- 2) An easement plat must be submitted for review and approval of the Planning Department depicting the abandoned drainage easement as well as the replacement drainage easement.
- 3) The quitclaim deed and the easement plat must be recorded simultaneously.
- 4) The drainage easement abandonment should be subject to the final approval of the legal documents by the City Attorney.
- 5) The applicant will be responsible for paying any recording fees.

The Planning Commission will need to discuss this application and make a recommendation to the City Council. If approved by the City Council, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner.



. . . creating a better quality of life.

#### MEMORANDUM

**DATE:** December 13, 2021

**TO:** Matthew Blomeley

FROM: Michele Emerson

**RE:** Drainage Easement Abandonment Rivers Edge Section 3 Phase 2

In response to your December 9, 2021 request, we have reviewed the drainage easement abandonment request for Rivers Edge Section3 Phase 2 and offer the following comments on behalf of the Engineering Department.

This drainage easement was recorded with Rivers Edge Section 3 Phase 2 in plat book 45 page 58. The request to abandon the drainage easement should be subject to submission and recording of a subdivision plat that relocates the easement as proposed by the applicant. The drainage easement abandonment and final plat recording should be done simultaneously.

In order to facilitate the abandonment process, the applicant should be prepared to provide legal descriptions and exhibits necessary for the City to draft the necessary legal documents as well as any recording fees. In addition, the drainage easement abandonment should be subject to the final approval of the legal documents by the City Attorney.

C: Chris Griffith David Ives



# City of Murfreesboro Mandatory Referral Application 111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

- 1				
	Mandatory Referral Fees:			
	Mandatory Referral, INCLUDING abandonment of right-of-way			
P	operty Information:			
_	Fax Map/Group/Parcel: Mapy 124, Parcel 8.00 Address (if applicable):			
_:	Street Name (if abandonment of ROW):			
_	ype of Mandatory Referral: Drainage ditch abandonment and relocation on lot 158 of Rivers Edge section 3-2			
Α	oplicant Information:			
ſ	lame of Applicant: Davidson Homes			
_(	Company Name (if applicable):			
_5	treet Address or PO Box: 103 N. Maple St.			
_(	ity: Markeesbara			
_5	tate: Zip Code: 37-130			
	mail Address: Hhomas @ davidsonhomes //c. com			
_F	mail Address: Hhomas @ davidsonhomes //c. com hone Number: 301-997-4999			
Re	quired Attachments:			
	Letter from applicant detailing the request			
	Exhibit of requested area, drawn to scale			
	Legal description (if applicable)			
	12/9/21			
	Applicant Signature Date			

Date

## Rivers Edge Investments, LLC.

111 Forbus Drive Christiana, TN 37037

December 9, 2021

To whom it may concern,

This letter is to respectfully request the relocation of the 20' drainage ditch at the rear of the property on lot 158 of Rivers Edge Section 3-2. Currently the ditch and drainage easement are in the building envelope and we would like to shift this easement and ditch to the rear of the property line per the original construction drawings. Thank you for your consideration.

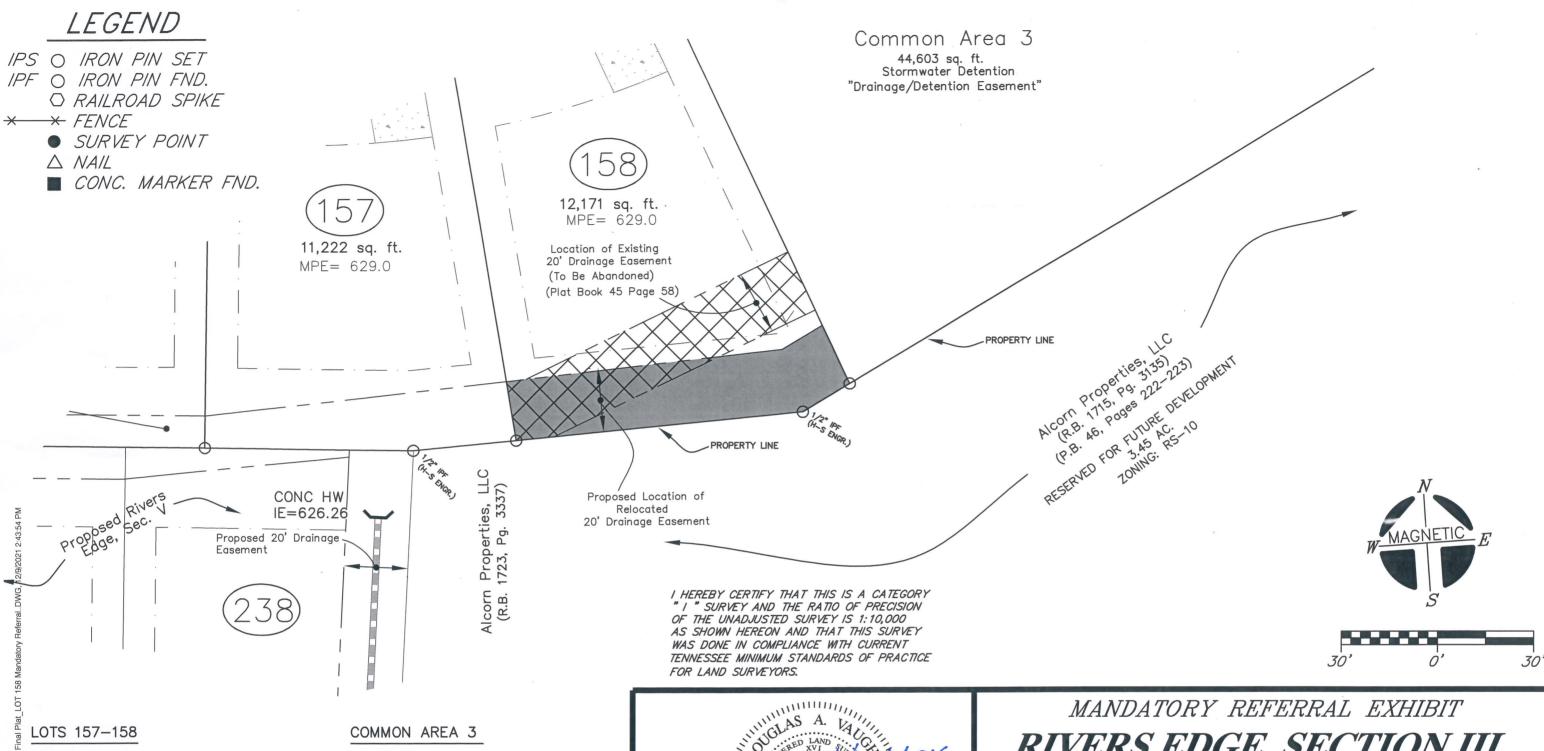
Respectfully,

**Jeremy Moody** 

Jeremy Moody

Jeremy.Moody@moody-llc.com

(615) 542-0491



2115 N.W. BROAD STREET, MURFREESBORO, PHONE: 893 - 4084, FAX: 893 - 0080

OWNER: DAVIDSON HOMES, LLC

ADDRESS: 336 JAMES RECORD RD., SW

HUNTSVILLE, AL. 35824

LOT 157-TAX MAP: 124C, G, PARCEL: 9.00

LOT 158-TAX MAP: 124C, G, PARCEL: 10.00

RECORD BOOK: 2116 PAGE: 1642

PAGE: 58

PLAT BOOK: 45

OWNER: RIVERS EDGE INVESTMENTS, LLC
ADDRESS: P.O. BOX 38
BRADYVILLE, TN 37026
TAX MAP: 124C, G, PARCEL: 11.00
RECORD BOOK: 1921 PAGE: 2235
PLAT BOOK: 45 PAGE: 58

THESE PARCELS ARE NOT INCLUDED IN AREAS DESIGNATED AS "SPECIAL FLOOD HAZARD" ON THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY—PANEL NOS. 470165 0265H & 0270H ZONE: X, DATED JANUARY 05, 2007.

# RIVERS EDGE, SECTION III, PHASE II

20' DRAINAGE EASEMENT LOT 158

CITY OF MURFREESBORO

13th CIVIL DISTRICT - RUTHERFORD COUNTY - TN.

DATE: DECEMBER, 2021

SCALE: 1"=30"

SH. 1 OF 1

Public 20' Drainage Easement
(To Be Abandoned)
Davidson Homes, LLC
Record Book 2116, Page 1642
Tax Map 124C, G, Part of Parcel 10.00
Rivers Edge, Section III, Phase II
(Plat Book 45, Page 58)

Located in the 13<sup>th</sup> Civil District of Rutherford County, Tennessee. Bound on the north by the remaining property of Davidson Homes, LLC (Lot 158); on the east by Common Area 3 of Rivers Edge Section III, Phase II (P.B.. 45, Pg. 58); on the south by the remaining property of Davidson Homes, LLC (Lot 158) and Alcorn Properties, LLC (Record Book 1723, Page 3337); and on the west by Lot 157, Rivers Edge, Section III, Phase II (P.B. 45, Pg. 58).

**BEGINNING** at the southeast corner of Lot 157, Rivers Edge, Section III, Phase II (P.B. 45, Pg. 58), being located on the north line of Alcorn Properties, LLC (Record Book 1723, Page 3337), and being the southwest corner of Lot 158, Rivers Edge, Section III, Phase II, and the southwest corner of this easement; thence with the east line of Lot 157, Rivers Edge, Section III, Phase II, N05°36′58"W, 20.00 feet to a point at the northwest corner of this easement; thence leaving the east line of Lot 157, Rivers Edge, Section III, Phase II, and crossing Lot 158, Rivers Edge, Section III, Phase II, with the following calls:

N88°08'02"E, 9.96 feet to a point;

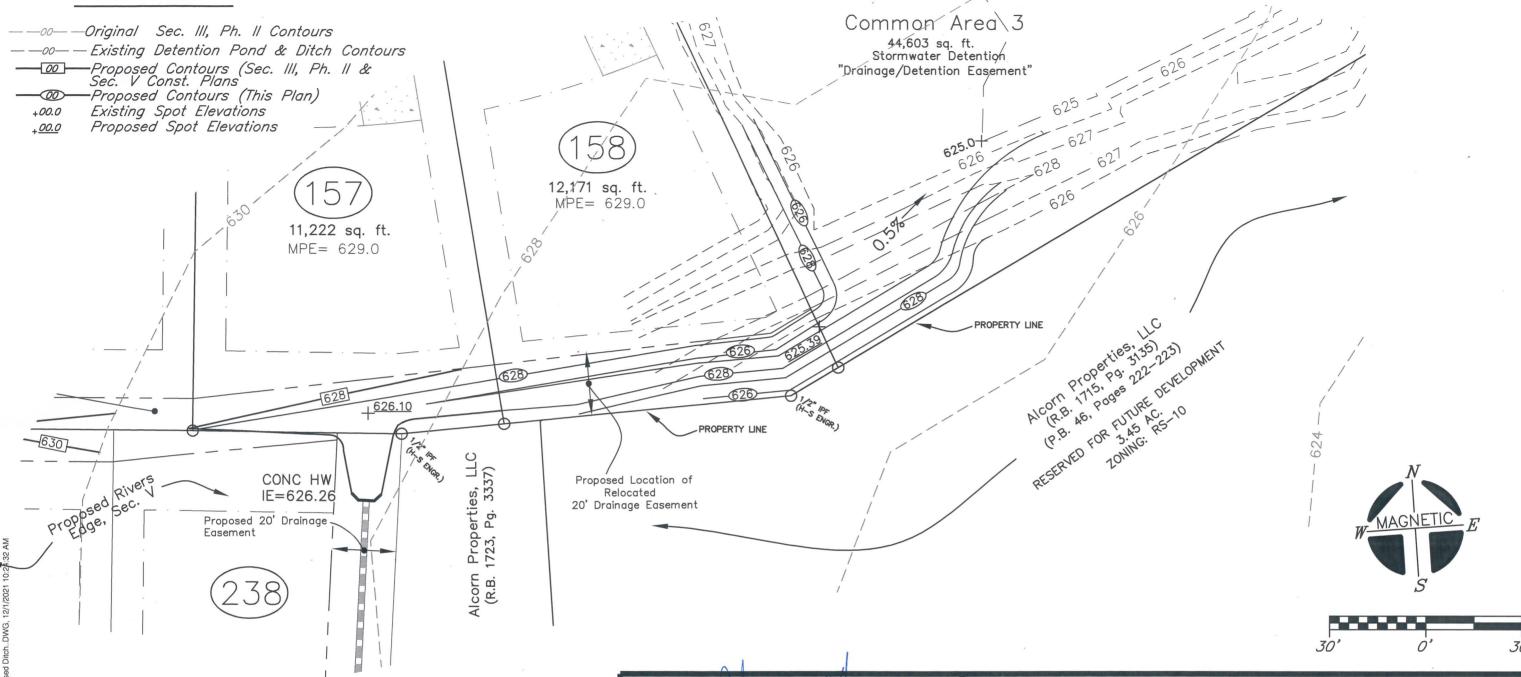
N68°18'52"E, 87.40 feet to a point on the west line of Common Area 3 and the east line Lot 157, Rivers Edge, Section III, Phase II, being the northeast corner of this easement; Thence, with the west line of the aforesaid Common Area 3, S21°05'49"E, 20.00 feet to the southeast corner of this easement; Thence, leaving the west line of Common Area 3, and crossing Lot 158, Rivers Edge, Section III, Phase II, S68°18'52"W, 90.73 feet to the north line of Alcorn Properties, LLC (Record Book 1723, Page 3337), being a southerly corner of this easement; Thence, with the north line of Alcorn Properties, LLC (Record Book 1723, Page 3337), S88°28'08"W, 12.11 feet to the POINT of BEGINNING, containing 2,002 square feet or 0.05 acres, more or less.

This easement is subject to all other easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

Prepared by: Huddleston-Steele Engineering, Inc. 2115 Northwest Broad Street Murfreesboro, Tennessee 37129







2115 N.W. BROAD STREET, MURFREESBORO, TN 37129 PHONE: 893 – 4084, FAX: 893 – 0080

OWNER: DAVIDSON HOMES , LLC ADDRESS: 336 JAMES RECORD RD., SW HUNTSVILLE, AL. 35824 LOT 157-TAX MAP: 124C, G, PARCEL: 9.00 LOT 158-TAX MAP: 124C, G, PARCEL: 10.00 RECORD BOOK: 2116 PAGE: 1642 PLAT BOOK: 45 PAGE: 58

COMMON AREA 3

OWNER: RIVERS EDGE INVESTMENTS, LLC ADDRESS: P.O. BOX 38 BRADYVILLE, TN 37026 TAX MAP: 124C, G, PARCEL: 11.00 RECORD BOOK: 1921 PAGE: 2235 PLAT BOOK: 45 PAGE: 58

THESE PARCELS ARE NOT INCLUDED IN AREAS DESIGNATED AS "SPECIAL FLOOD HAZARD" ON THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY—PANEL NOS. 470165 0265H & 0270H ZONE: X, DATED JANUARY 05, 2007.

DITCH MODIFICATION PLAN

# RIVERS EDGE, SECTION III, **PHASE II**

LOT 157, RESUBDIVISION OF LOT 158, (NOT RECORDED AS OF THIS DATE), AND COMMON AREA 3

CITY OF MURFREESBORO

13th CIVIL DISTRICT - RUTHERFORD COUNTY - TN.

DATE: DECEMBER, 2021

SCALE: 1"=30

SH. 1 OF 1

LOTS 157-158

#### **COUNCIL COMMUNICATION**

Meeting Date: 01/27/2022

 Item Title:
 Mandatory Referral for Abandonment of Elam Road Right-of-Way

 Department:
 Planning

 Presented by:
 Matthew Blomeley, AICP, Assistant Planning Director

 Requested Council Action:
 Ordinance Resolution

Resolution □

Motion □

Direction □

Information □

#### **Summary**

Consider request to abandon a segment of Elam Road right-of-way (ROW).

#### **Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission voted to recommend approval on January 12, 2022.

#### **Background Information**

In this mandatory referral [2021-732], Council is being asked to abandon a segment of Elam Road City ROW approximately 1,250' in length and containing approximately 1.44 acres. Council is also being asked to abandon the City's interest in an approximately 1,100' long segment of Elam Road ROW owned by the State of Tennessee (containing approximately 7.12 acres). The purpose of the abandonment is to allow for the relocation of Elam Road consistent with the City's 2040 Major Transportation Plan (MTP) and the development plan for an approximately 76,000 ft2 Buc-ee's commercial travel center with fueling stations. The relocated Elam Road will be constructed as a 5-lane collector road as detailed in the Buc-ee's Murfreesboro preliminary plat, which was approved by the Planning Commission on December 15, 2021, conditioned on the approval of this ROW abandonment request.

The Planning Commission conducted a public hearing on this matter on January 12<sup>th</sup> and then recommended approval subject to the following conditions.

- The applicant has applied for and obtained approval of a preliminary plat, which
  includes the relocation of Elam Road consistent with the Murfreesboro 2040 MTP.
  The applicant shall submit a final plat to the Planning Department for review and
  obtain approval of the final plat from the Planning Commission.
- 2. The applicant shall record the final plat, which shall include any existing or proposed utilities either as ROW or as separate easements to accommodate utilities outside the proposed ROW. Easements may also be dedicated with the quitclaim deed, as determined by the City Attorney.
- 3. The applicant shall be responsible for preparing and submitting the legal descriptions and exhibits necessary for the City Legal Department to draft the

necessary legal instruments.

- 4. The quitclaim deed(s) transferring the subject ROW and recording required easement(s) shall be executed and recorded simultaneous with or prior to the recording of the final plat(s).
- 5. All recording fees shall be paid by the applicant.

#### **Council Priorities Served**

Improve Economic Development

The abandonment of this right-of-way is vital for the Buc-ee's plan to move forward. When developed, the Buc-ee's will create jobs and generate tax revenue for the City.

Expand Infrastructure

The realignment of Elam Road proposed as a part of the Buc-ee's development plan is consistent with the adopted Major Transportation Plan and will improve the intersection of Elam Road and Joe B Jackson Parkway by moving it further away from the I-24 ramp.

#### **Attachments:**

- 1. Staff comments from 01/12/2022 Planning Commission meeting
- 2. Memorandum from Staff summarizing feedback from various departments and utilities
- 3. Miscellaneous exhibits from applicant

## MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 JANUARY 12, 2022

PROJECT PLANNER: MARINA RUSH

4.a Mandatory Referral/ROW Abandonment [2021-732] to consider the abandonment of a segment of Elam Road Right-of-Way, Kelley Frank of Kimley-Horn on behalf of Buc-ee's, LTD applicant.

In this mandatory referral, the Planning Commission is being asked to consider approving the abandonment an approximately 1,250 linear foot segment of Elam Road City right-of-way (ROW) and to abandon the City's interest in an approximately 1,100 linear foot segment of Elam Road right-of-way owned by the Tennessee Department of Transportation, as shown on the attached maps. The proposed City ROW abandonment is 1.44 acres and the City's interest in the TDOT ROW is 7.12 acres, for a total of 8.56 acres. Both segments are located south of Joe B Jackson Parkway west of Interstate 24.

The purpose of the abandonment is to allow for the relocation of Elam Road consistent with the City's 2040 MTP plans and the development plan for an approximately 76,000 sf2 Buc-ee's commercial travel center with fueling stations, associated parking, utilities, and stormwater facilities on the adjacent parcels. The relocated Elam Road will be constructed as a 5-lane collector road as detailed in the Buc-ee's Murfreesboro Preliminary Plat (Project 2021-1034).

This report includes an attached map depicting the location of the portion of Elam Road ROW to be abandoned. The red line represents the segment of the City ROW of Elam Road to be abandoned and the green area represents the portion of Elam Road ROW that is the City's interest owned by TDOT. In addition, an attachment to this staff report is a preliminary plat map depicting the specific details of the proposed abandonment segments of Elam Road.

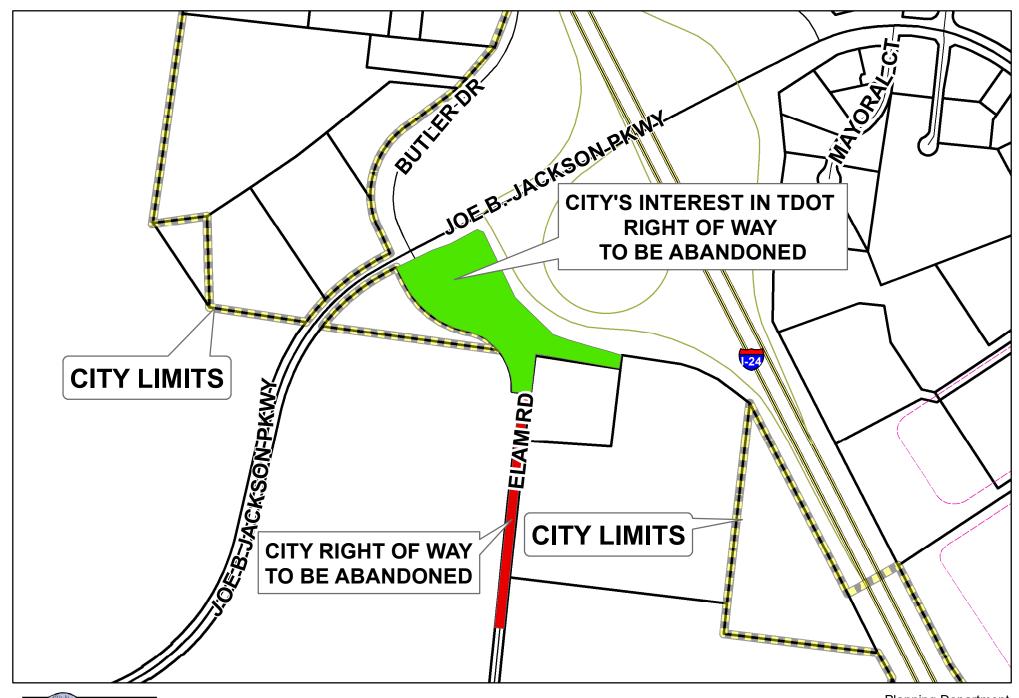
Staff obtained comments from other City departments and utility providers regarding the impact of the proposed abandonment. The responses from the City Departments and utility provides are included in the attached memorandum from Planning staff. Based on the responses received, staff recommends the following conditions of approval:

### **Recommended Conditions of Approval**

- The applicant has applied for and obtained approval of a preliminary plat, which includes the relocation of Elam Road consistent with the Murfreesboro 2040 MTP. The applicant shall submit an application and obtain approval of a final plat.
- The applicant shall record the subdivision plat, which shall include any existing
  or proposed utilities either as ROW or as separate easements to accommodate
  utilities outside the proposed ROW. Easements may be dedicated with the
  quitclaim deed, as determined by the City Attorney.
- The applicant shall be responsible for preparing and submitting the legal descriptions and exhibits necessary for the City Legal Department to draft the necessary legal instruments.
- 4. The quitclaim deed(s) transferring the subject ROW and recording the required easement(s) shall be executed and recorded prior to the recording of the final plat(s).
- 5. All recording fees shall be paid by the applicant.

### **Action Needed**

The Planning Commission will need to conduct a public hearing on this request and then formulate a recommendation to the City Council.

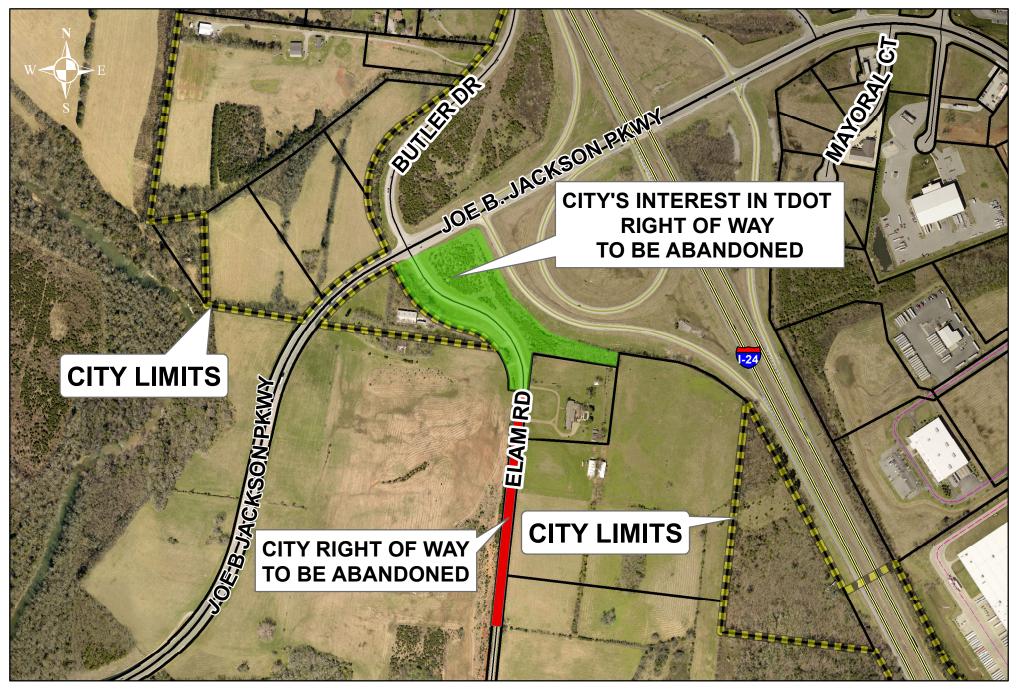




Request to Abandon Right of Way of Elam Road

0 215 430 860 1,290 1,720 Fee

Planning Department City of Murfreesboro 111 W. Vine St. Murfreesboro, TN 37130 www.murfreesborotn.gov





Request to Abandon Right of Way of Elam Road

0 215 430 860 1,290 1,720 Fee

Planning Department City of Murfreesboro 111 W. Vine St. Murfreesboro, TN 37130 www.murfreesborotn.gov

## Memorandum

**To:** Greg McKnight, Planning Director

**From:** Marina Rush, Principal Planner

Date: December 21, 2021

**Re:** Elam Road Right-of-Way (ROW) abandonment (portion)

Following is a summary of the City department staff and utility provider comments regarding the requested abandonment of an approximately 1,250 linear foot segment of Elam Road City right-of-way (ROW) and to abandon the City's interest in an approximately 1,100 linear foot segment of Elam Road right-of-way owned by the Tennessee Department of Transportation:

#### **Engineering Department**

The request to abandon ROW should be subject to submission and recording of a subdivision plat that relocates Elam Road, as proposed by the applicant. The revised and relocated Elam Road plat should additionally include any existing or proposed utilities either as ROW or as separate easements if needed to accommodate utilities outside the proposed ROW.

In order to facilitate the abandonment process, the applicant should be prepared to provide legal descriptions and exhibits necessary for the City to draft the necessary legal documents as well as any recording fees. In addition, the ROW abandonment should be subject to the final approval of the legal documents by the City Attorney.

#### Fire and Rescue Department

The ROW abandonment will not affect the Murfreesboro Fire and Rescue Department.

### **Police Department**

The ROW abandonment will not affect the Murfreesboro Police Department.

#### **Solid Waste Department**

The ROW abandonment will not affect the Murfreesboro Solid Waste Department.

#### Murfreesboro Water Resources Department (MWRD)

The ROW abandonment will not affect the Murfreesboro Water Resources Department. The Department has no water and sewer infrastructure facilities within the segments of Elam Road

ROW proposed for abandonment.

#### **Consolidated Utility District (CUD)**

The ROW abandonment will not affect CUD.

#### Middle Tennessee Electric Membership Corporation (MTEMC)

MTEMC has overhead electric facilities within the Elam Road ROW. Electric poles are located on the east side of Elam Road and wires cross over to the west side of Elam Road, as depicted on the attached ElectriMap exhibit. The ROW abandonment will require new utility easements to be recorded on the affected properties.

#### AT&T

AT&T has existing lines in the Elam Road ROW, extending over Joe B Jackson Parkway to Butler Drive. The ROW abandonment will require new utility easements to be recorded on the affected properties.

#### **Atmos Energy**

The ROW abandonment will not affect Atmos Energy. Atmos Energy does not have any assets in the subject area.

#### **Comcast**

The ROW abandonment will not affect Comcast. Comcast does not have any facilities within the Elam Road ROW.



Applicant Signature

# City of Murfreesboro Mandatory Referral Application 111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:					
Mandatory Referral, <b>INCLUDING</b> abandonment of right-of-way					
Mandatory Referral, <b>NOT INCLUDING</b> abandonment of right-of-way		\$150.00			
Property Information:					
MAP 126; Tax Map/Group/Parcel: PARCEL 59.00, 59.01, 59.02, & 59.03 Address	ess (if applicable):				
Street Name (if abandonment of ROW): ELAM ROAD					
Type of Mandatory Referral: ROW ABANDONMENT					
Applicant Information:					
Name of Applicant: KELLEY FRANK					
Company Name (if applicable): KIMLEY-HORN					
Street Address or PO Box: 214 OCEANSIDE DRIVE					
City: NASHVILLE					
State: TENNESSEE	Zip Code: 37204				
Email Address: KELLEY.FRANK@KIMLEY-HORN.COM					
Phone Number: 615-564-2717					
Required Attachments:					
Letter from applicant detailing the request					
X Exhibit of requested area, drawn to scale					
■ Legal description (if applicable)					
Helly Frank		12/01/2021			

Date



December 2, 2021

Marina Rush
Planning Development
111 West Vine Street, 2<sup>nd</sup> Floor
Murfreesboro, TN. 37133
mrush@murfreesborotn.gov

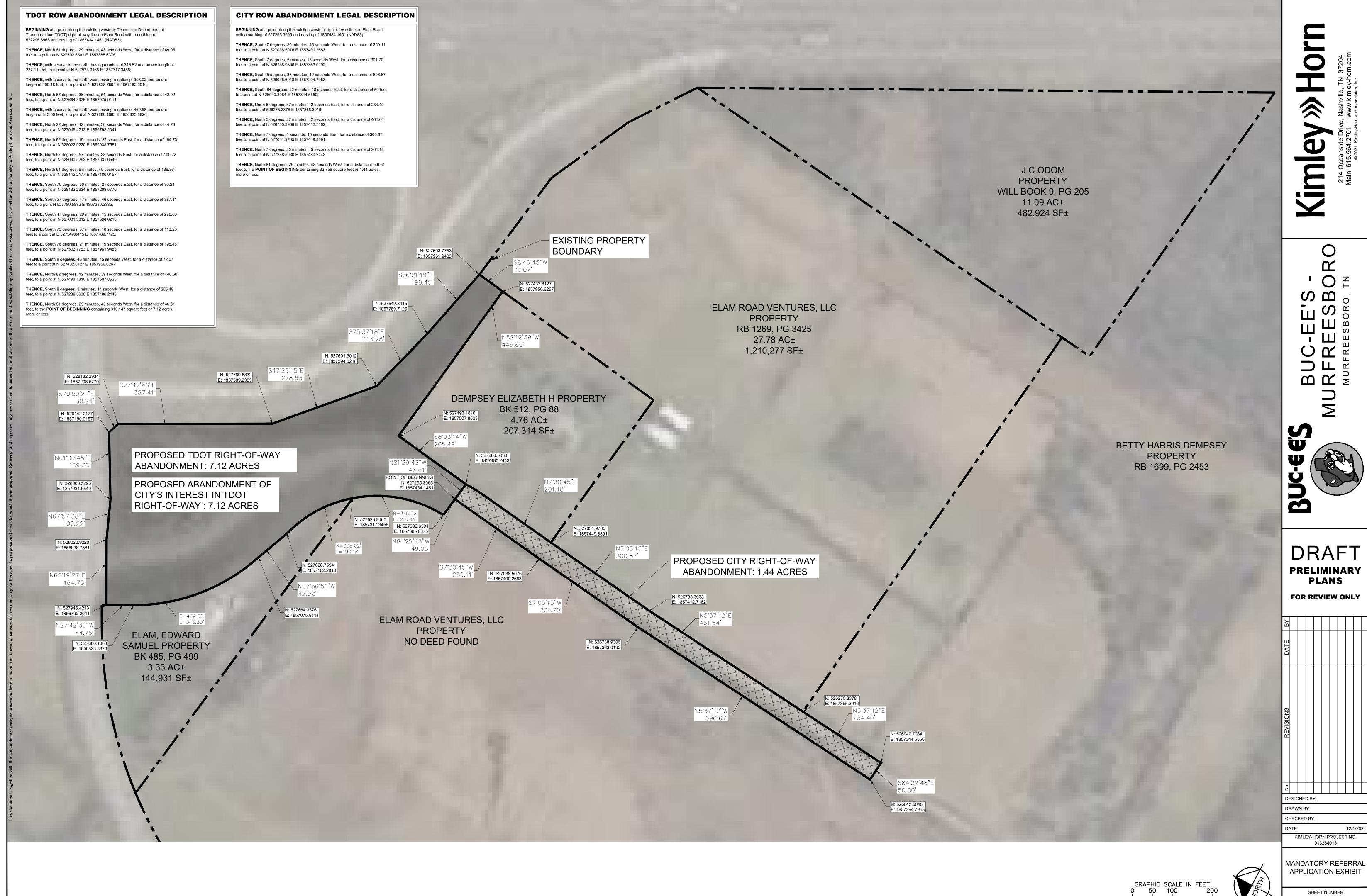
RE: Buc-ee's Murfreesboro – Mandatory Referral Request

The purpose of this letter is to request the abandonment of 1.44 acres of City right-of-way (ROW) and the City's interest in 7.12 acres of TDOT right-of-way (ROW) along Elam Road at the southwest quadrant of Interstate 24 and Joe B. Jackson Parkway. This ROW abandonment will allow for the relocation of Elam Road consistent with the City's 2040 Major Transportation Plan (MTP) and the development of an approximately 76,000 SF Buc-ee's commercial travel center with fueling stations, associated parking, utilities, and stormwater facilities on the adjacent parcels. Relocated Elam Road will be constructed as a 5-lane collector road as detailed in the Buc-ee's Murfreesboro Preliminary Plat (Project 2021-1034).

Sincerely,

Kelley Frank, P.E. Kimley-Horn

Kelly Frank



**EX-01** 

# **Buc-ee's Mufreesboro – TDOT ROW Abandonment on Elam Road Mandatory Referral LEGAL DESCRIPTION**

**BEGINNING** at a point along the existing westerly Tennessee Department of Transportation (TDOT) right-of-way line on Elam Road with a northing of 527295.3965 and easting of 1857434.1451 (NAD83);

**THENCE,** North 81 degrees, 29 minutes, 43 seconds West, for a distance of 49.05 feet to a point at N 527302.6501 E 1857385.6375;

**THENCE**, with a curve to the north, having a radius of 315.52 and an arc length of 237.11 feet, to a point at N 527523.9165 E 1857317.3456;

**THENCE**, with a curve to the north-west, having a radius pf 308.02 and an arc length of 190.18 feet, to a point at N 527628.7594 E 1857162.2910;

**THENCE**, North 67 degrees, 36 minutes, 51 seconds West, for a distance of 42.92 feet, to a point at N 527664.3376 E 1857075.9111;

**THENCE**, with a curve to the north-west, having a radius of 469.58 and an arc length of 343.30 feet, to a point at N 527886.1083 E 1856823.8826;

**THENCE**, North 27 degrees, 42 minutes, 36 seconds West, for a distance of 44.76 feet, to a point at N 527946.4213 E 1856792.2041;

**THENCE**, North 62 degrees, 19 seconds, 27 seconds East, for a distance of 164.73 feet, to a point at N 528022.9220 E 1856938.7581;

**THENCE**, North 67 degrees, 57 minutes, 38 seconds East, for a distance of 100.22 feet, to a point at N 528060.5293 E 1857031.6549;

**THENCE,** North 61 degrees, 9 minutes, 45 seconds East, for a distance of 169.36 feet, to a point at N 528142.2177 E 1857180.0157;

**THENCE**, South 70 degrees, 50 minutes, 21 seconds East, for a distance of 30.24 feet, to a point at N 528132.2934 E 1857208.5770;

**THENCE**, South 27 degrees, 47 minutes, 46 seconds East, for a distance of 387.41 feet, to a point N 527789.5832 E 1857389.2385;

**THENCE**, South 47 degrees, 29 minutes, 15 seconds East, for a distance of 278.63 feet, to a point at N 527601.3012 E 1857594.6218;

**THENCE**, South 73 degrees, 37 minutes, 18 seconds East, for a distance of 113.28 feet to a point at E 527549.8415 E 1857769.7125;

**THENCE**, South 76 degrees, 21 minutes, 19 seconds East, for a distance of 198.45 feet, to a point at N 527503.7753 E 1857961.9483;

**THENCE**, South 8 degrees, 46 minutes, 45 seconds West, for a distance of 72.07 feet to a point at N 527432.6127 E 1857950.6267;

**THENCE**, North 82 degrees, 12 minutes, 39 seconds West, for a distance of 446.60 feet, to a point at N 527493.1810 E 1857507.8523;

**THENCE**, South 8 degrees, 3 minutes, 14 seconds West, for a distance of 205.49 feet, to a point at N 527288.5030 E 1857480.2443;

**THENCE**, North 81 degrees, 29 minutes, 43 seconds West, for a distance of 46.61 feet, to the **POINT OF BEGINNING** containing 310,147 square feet or 7.12 acres, more or less.

# **Buc-ee's Mufreesboro – City ROW Abandonment on Elam Road Mandatory Referral LEGAL DESCRIPTION**

**BEGINNING** at a point along the existing westerly right-of-way line on Elam Road with a northing of 527295.3965 and easting of 1857434.1451 (NAD83)

**THENCE,** South 7 degrees, 30 minutes, 45 seconds West, for a distance of 259.11 feet to a point at N 527038.5076 E 1857400.2683;

**THENCE**, South 7 degrees, 5 minutes, 15 seconds West, for a distance of 301.70 feet to a point at N 526738.9306 E 1857363.0192;

**THENCE,** South 5 degrees, 37 minutes, 12 seconds West, for a distance of 696.67 feet to a point at N 526045.6048 E 1857294.7953;

**THENCE,** South 84 degrees, 22 minutes, 48 seconds East, for a distance of 50 feet to a point at N 526040.8084 E 1857344.5550;

**THENCE**, North 5 degrees, 37 minutes, 12 seconds East, for a distance of 234.40 feet to a point at 526275.3378 E 1857365.3916;

**THENCE**, North 5 degrees, 37 minutes, 12 seconds East, for a distance of 461.64 feet to a point at N 526733.3968 E 1857412.7162;

**THENCE,** North 7 degrees, 5 seconds, 15 seconds East, for a distance of 300.87 feet to a point at N 527031.9705 E 1857449.8391;

**THENCE,** North 7 degrees, 30 minutes, 45 seconds East, for a distance of 201.18 feet to a point at N 527288.5030 E 1857480.2443;

**THENCE**, North 81 degrees, 29 minutes, 43 seconds West, for a distance of 46.61 feet to the **POINT OF BEGINNING** containing 62,756 square feet or 1.44 acres, more or less.

#### COUNCIL COMMUNICATION

Meeting Date: 01/27/2022

**Item Title:** Mandatory Referral for Abandonment of Drainage Easement along

John Lee Lane

**Department:** Planning

Presented by: Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:** 

Ordinance □
Resolution □
Motion □
Direction □
Information □

#### **Summary**

Consider request to allow abandonment of a drainage easement on property along John Lee Lane.

#### **Staff Recommendation**

Approve the mandatory referral request.

The Planning Commission considered this item at its January 12, 2022 regular meeting and voted to recommend approval.

#### **Background Information**

In this mandatory referral [2021-733], Council is being asked to consider the abandonment of a drainage easement on property located along John Lee Lane, as shown on the attached exhibit. This easement abandonment request is from SEC, Inc on behalf of the property owner. The easement contains no drainage facilities and does not appear to serve any purpose. The Public Infrastructure Department has reviewed this application and concurs with its approval.

If this mandatory referral is approved, Staff and the Planning Commission recommend the following conditions of approval:

- 1) The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument.
- 2) The drainage easement abandonment should be subject to the final approval of the legal documents by the City Attorney.
- 3) The applicant will be responsible for paying any recording fees.

#### **Council Priorities Served**

Establish Strong City Brand

The abandonment of this easement is consistent with the City's goals to be customer service-oriented, relinquishing its rights to a surplus easement so that property owners can more fully enjoy and utilize their property.

### **Attachments:**

- 1. Staff comments from the January 12, 2022 Planning Commission meeting
- 2. Memo from City Engineer
- 3. Letter and exhibits from applicant

## MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 JANUARY 12, 2022 PROJECT PLANNER: AMELIA KERR

5.a. Mandatory Referral [2021-733] to consider the abandonment of a portion of a drainage easement located on property along John Lee Lane, Matt Taylor of SEC, Inc. applicant.

This easement abandonment request is from Matt Taylor with SEC, Inc. The subject property is located in Blackman Meadows subdivision along the east side John Lee Lane south of Manson Pike.



In this mandatory referral, the Planning Commission is being asked to consider abandoning an existing drainage easement on property developed by Blackman Meadows Venture, LLC. The request is to abandon a portion of an existing drainage easement as shown in red on the attached plat exhibit. This drainage easement was recorded with Blackman Meadows Section 1 in plat book 37 page 131, Lot #15 and with Oakton Section 1 in plat book 34 page 22, Lot #17. Matt Taylor with SEC, Inc. has reviewed the original subdivision construction plans and has determined this easement is in excess and has no facilities located within the easement.

The Murfreesboro Public Infrastructure Department recommends approval of this abandonment. A copy of the correspondence from Public Infrastructure has been included in the agenda materials. Staff recommends that approval of this request be made subject to the following conditions:

- 1) The applicant must provide to the City Legal Department all the necessary documentation (including any needed legal descriptions and exhibits) required to prepare and record the legal instrument.
- 2) The drainage easement abandonment should be subject to the final approval of the legal documents by the City Attorney.
- 3) The applicant will be responsible for paying any recording fees.

The Planning Commission will need to discuss this application and make a recommendation to the City Council. If approved by the City Council, then the Mayor will be authorized to sign the necessary documents to convey the City's interest back to the owner.



. . . creating a better quality of life.

#### MEMORANDUM

**DATE:** December 13, 2021

**TO:** Matthew Blomeley

FROM: Michele Emerson

RE: Drainage Easement Abandonment 1604 & 1608 John Lee Lane

In response to your December 8, 2021 request, we have reviewed the drainage easement abandonment request for 1604 and 1608 John Lee Lane and offer the following comments on behalf of the Engineering Department.

This drainage easement was recorded with Blackman Meadows Section 1 in plat book 37 page 131. Matt Taylor with SEC, Inc. has reviewed the original subdivision construction plans and has determined this easement is in excess and has no facilities located within the easement.

In order to facilitate the abandonment process, the applicant should be prepared to provide legal descriptions and exhibits necessary for the City to draft the necessary legal documents as well as any recording fees. In addition, the drainage easement abandonment should be subject to the final approval of the legal documents by the City Attorney.

C: Chris Griffith David Ives



# City of Murfreesboro Mandatory Referral Application 111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:  Mandatory Referral, <b>INCLUDING</b> abandonment of right-of-way				
Property Information:				
78K Group A Parcel 17.00  Tax Map/Group/Parcel: 78N Group C Parcel 15.00 Add	ress (if applicable): 1604 & 1608 John Lee Lane			
Street Name (if abandonment of ROW): n/a				
Type of Mandatory Referral: Drainage Easement Aban	donment			
Applicant Information:				
Name of Applicant: Matt Taylor				
Company Name (if applicable): SEC, Inc				
Street Address or PO Box: 850 Middle TN Blvd				
City: Murfreesboro				
State: TN	37129 Zip Code:			
Email Address: mtaylor@sec-civil.com				
Phone Number: 615-890-7901				
Required Attachments:				
X Letter from applicant detailing the request				
X Exhibit of requested area, drawn to scale				
☐ Legal description (if applicable) after approval				
Matthew Taylor	12/8/2021			
Applicant Signature				

### SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning 850 Middle Tennessee Blvd, Murfreesboro, TN 37129 www.sec-civil.com • 615-890-7901 • fax 615-895-2567

December 8, 2021

Mr. Matthew Blomeley Murfreesboro Planning & Engineering Dept 111 W. Vine St Murfreesboro, Tennessee 37130

RE: 1604 & 1608 John Lee Lane Drainage Easement Abandonment Request Murfreesboro, Tennessee

Dear Mr. Blomeley:

Please accept this as our formal request for the City of Murfreesboro to abandon a portion of Drainage Easement that is shown between these lots. Furthermore, the attached exhibit highlights this area.

This segment of drainage easement appears to be excess with no facilities located within the easement nor do other properties drain to this location therefore it appears to not be needed.

If you should have any questions concerning this letter, please feel free to call me at (615) 890-7901 or via email at mtaylor@sec-civil.com

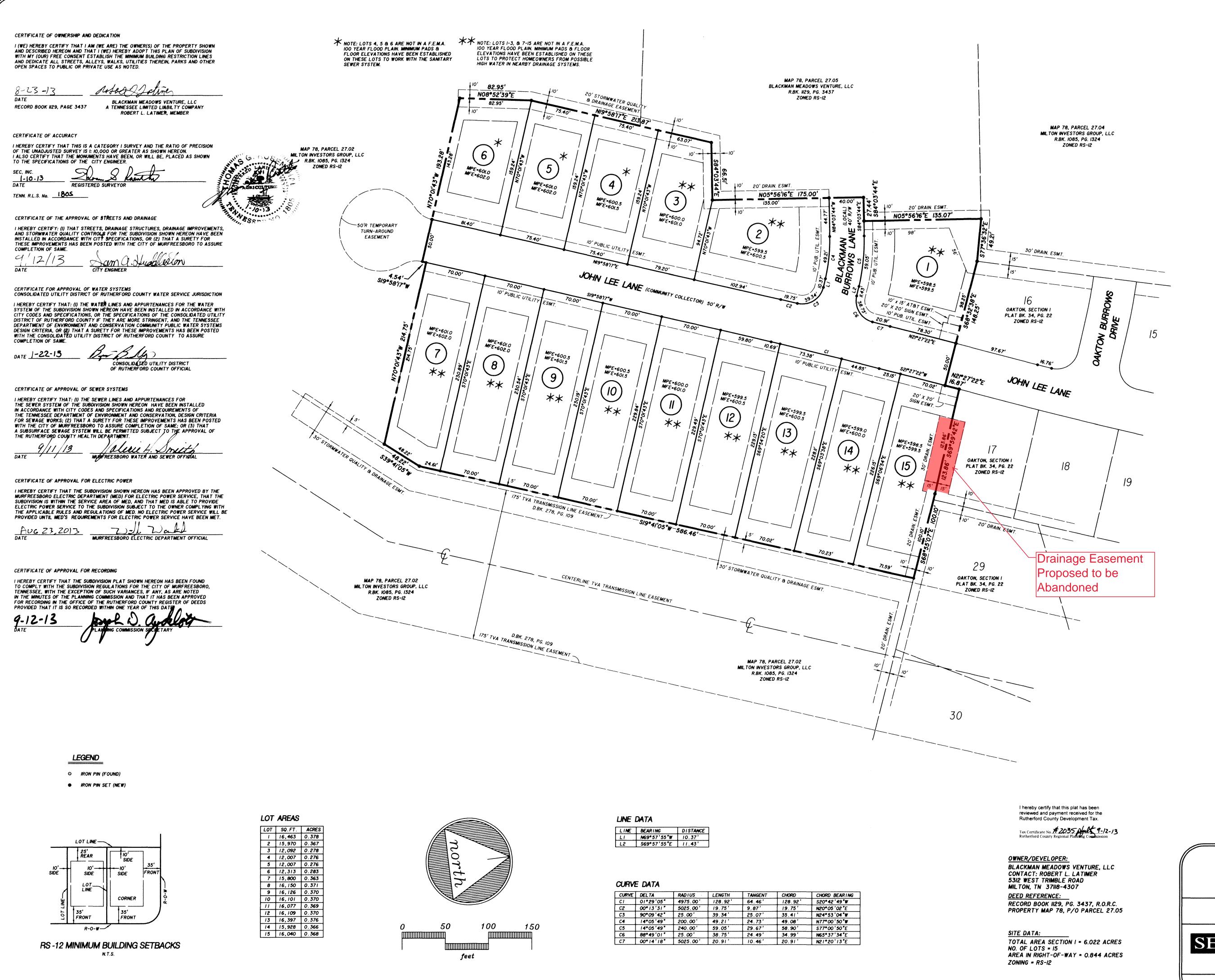
Sincerely,

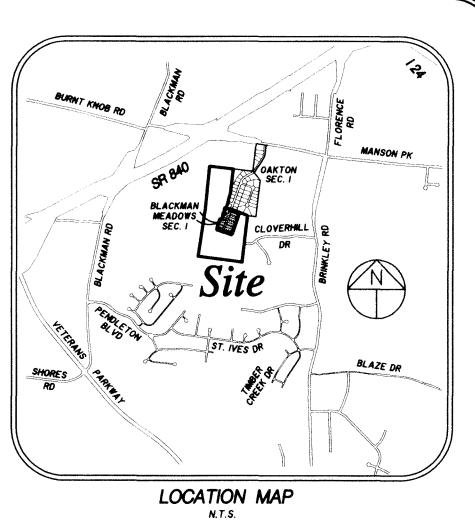
Matt Taylor, P.E.

Taylor

Vice-President

SEC, Inc



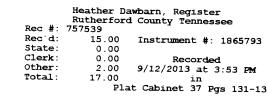


# GENERAL NOTES

- I. THE PURPOSE OF THIS FINAL PLAT IS TO CREATE IS SINGLE FAMILY LOTS
- 2. BEARING SYSTEM IS BASED ON TENNESSEE STATE PLANE COORDINATES TIED TO CITY OF MURFREESBORO URBAN GROWTH BOUNDARY MONUMENTS UGBO2-187 &
- 3. THIS PROPERTY LIES WITHIN ZONE X, NOT IN A SPECIAL FLOOD HAZARD AREA, AS DETERMINED FROM ELEVATIONS SHOWN ON FEMA FIRM MAPS FOR RUTHERFORD
- COUNTY, MAP NO. 47149C0255 H, EFFECTIVE DATE JANUARY 5, 2007. 4. MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON LOTS 4, 5 & 6, ARE FOR SANITARY SEWER CONSIDERATIONS, NOT STORMWATER.
- 5. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA OR THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. AVAILABILITY AND LOCATION OF UTILITIES SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
- 6. NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR, THEREFORE, THIS PROPERTY IS SUBJECT TO THE FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH.
- 7. SUBJECT PROPERTY IS ZONED RS-12. MINIMUM BUILDING SETBACKS FOR THIS ZONING DESIGNATION ARE AS FOLLOWS:
- 8. THE SOILS MATERIALS ON LOTS SHOWN HEREON MAY BE DISTURBED BY CUTTING OR FILLING OPERATIONS PERFORMED DURING OR BEFORE DEVELOPMENT; THEREFORE, THE BUILDER OF ANY PROPOSED STRUCTURE SHALL INVESTIGATE THE CURRENT CONDITIONS AND CONSULT WITH A GEOTECHNICAL EXPERT OR OTHER QUALIFIED PERSON AS HE DEEMS APPROPRIATE TO ASSURE HIMSELF THAT THE DESIGN OF THE PROPOSED FOUNDATION IS
- IN ACCORDANCE WITH A SUITABLE GRADING AND DRAINAGE PLAN WHICH WILL CONVEY SURFACE WATER, WITHOUT PONDING IN THE LOT OR UNDER THE BUILDING, FROM THE BUILDING SITE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.

9. IT IS THE RESPONSIBILITY OF EACH LOT BUYER OR BUILDER TO DESIGN AND CONSTRUCT

- 10. PUBLIC UTILITY EASEMENTS AS SHOWN ARE INTENDED FOR NON-EXCLUSIVE USE BY
- AT&T, CABLE TELEVISION SERVICES, C.U.D. WATER, AND OTHERS. II. ANY HOUSE OR STRUCTURE WITH A BUILDING DRAIN CONNECTING TO THE PUBLIC SANITARY
- SEWER WITH A FLOOR ELEVATION AT ANY POINT BELOW THE ELEVATION OF THE CENTER OF THE STREET MAY BE SUBJECT TO MURFREESBORO CITY CODE SECTION 33-35 (i)(i) WHICH REQUIRES THE OWNER(S) TO EXECUTE A RELEASE AND INDEMNIFICATION AGREEMENT IN FAVOR OF THE CITY AS A PREREQUISITE TO CONNECTING TO WATER AND/OR
- 12. ANY STREET IN THIS SUBDIVISION MAY BE EXTENDED INTO ADJOINING PROPERTY AT ANY TIME WITHOUT ADDITIONAL NOTICE OR CONSULTATION.
- 13. THE STREETS IDENTIFIED ON THIS PLAT MAY BE CONSTRUCTED OR RECONSTRUCTED IN THE FUTURE WITHOUT CONSULTATION OR NOTICE TO THE OWNERS OF THE LOTS IN THE
- 14. EASEMENTS IN THE SUBDIVISION MAY NOT HAVE INFRASTRUCTURE CONSTRUCTED WITHIN THEM UNTIL SOME FUTURE TIME AND THERE MAY BE NO NOTICE OR CONSULTATION WITH
- 15. A MANDATORY OWNERS ASSOCIATION IS REQUIRED AS A CONDITION OF APPROVAL IN ORDER
- TO MEET OBLIGATIONS ESTABLISHED BY THE DEVELOPER.
- 16. ANY COMMON AREAS IN THE SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE OWNERS ASSOCIATION TO MAINTAIN. 17. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY LOT IN THIS SUBDIVISION.
- THE OWNER SHALL POST A BUILDING PERMIT SURETY IN AN AMOUNT TO BE DETERMINED BY THE CITY ENGINEER TO ASSURE CONSTRUCTION OF LOT INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRAINAGE IMPROVEMENTS, OR CONSTRUCTION OF WATER QUALITY ELEMENTS. SUCH CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS OF ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
- 18. THIS PROPERTY IS WITHIN THE OVERALL CREEK SANITARY SEWER ASSESSMENT DISTRICT.



DATE OF RECORDING: <u>September 12</u> 2013 TIME OF RECORDING: 3.53 P.M.PLAT BOOK 37, PAGE 131

# FINAL PLAT

# Section 1 Blackman Meadows **SUBDIVISION**

CITY OF MURFREESBORO, TENNESSEE 7th CIVIL DISTRICT OF RUTHERFORD COUNTY



10-05-12

SITE ENGINEERING CONSULTANTS

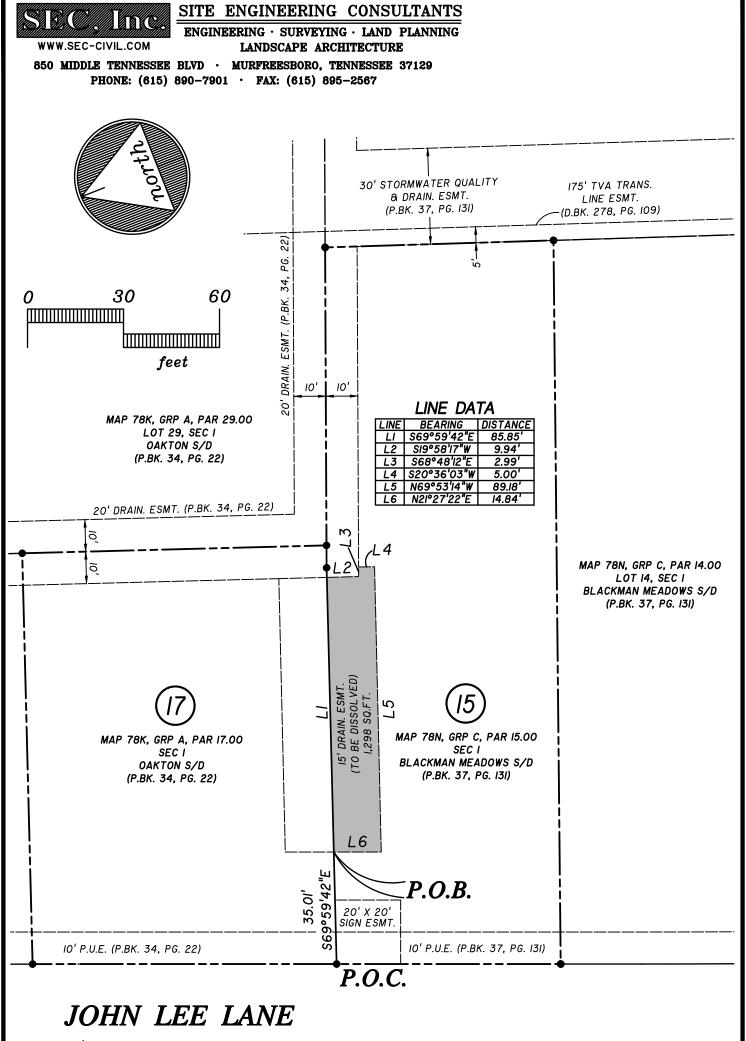
DRAWN BY:

ACAD/JWG

ENGINEERING • SURVEYING • LAND PLANNING 850 MIDDLE TENNESSEE BLVD . MURFREESBORO, TENNESSEE 37129 PHONE (615) 890-7901 • FAX (615) 895-2567

i" = 50'

ZOIZ - ZOSI



50' R.O.W. (COMMUNITY COLLECTOR)

# EXHIBIT 15' DRAINAGE EASEMENT TO BE DISSOLVED BLACKMAN MEADOWS SUBDIVISION

MAP 78N, GROUP C, P/O PARCEL 15.00 LOT 15, SECTION I 1604 JOHN LEE LN KYLE D. SCHALOW ETUX NICOLE L R.BK. 1347, PG. 2085 R.O.R.C., TN P.BK. 37, PG. 13I R.O.R.C., TN

S.E.C. # 04188 DATE: 12-14-2021 DRAWN BY: JDG



#### SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning 850 Middle Tennessee Blvd, Murfreesboro, TN 37129 www.sec-civil.com • 615-890-7901 • fax 615-895-2567

15' DRAIN. EASEMENT TO BE DISSOLVED LOT 15, SECTION 1
BLACKMAN MEADOWS SUBDIVISION
P.BK. 37, PG. 131 (R.O.R.C., TN)
1,298 ± SQ.FT.

A 15' WIDE DRAINAGE EASEMENT TO BE DISSOLVED ACROSS LOT 15 SECTION 1, BLACKMAN MEADOWS SUBDIVISION (MAP 78N, GROUP C, PARCEL 15.00 - P.BK. 37, PG. 131) LOCATED IN THE CITY OF MURFREESBORO, 7th CIVIL DISTRICT RUTHERFORD COUNTY, TENNESSEE. BEING BOUND IN GENERAL ON THE NORTH BY LOT 17 SECTION 1, OAKTON SUBDIVISION (MAP 78K, GROUP A, PARCEL 17.00 - P.BK. 34, PG. 22), ON THE EAST, SOUTH, AND WEST BY THE REMAINING LANDS OF LOT 15. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

<u>COMMENCING</u> AT AN IRON PIN IN THE EAST RIGHT OF WAY OF JOHN LEE LANE. SAID PIN BEING THE COMMON PROPERTY CORNER FOR LOT 15 BLACKMAN MEADOWS SUBDIVISION AND LOT 17 OAKTON SUBDIVISION;

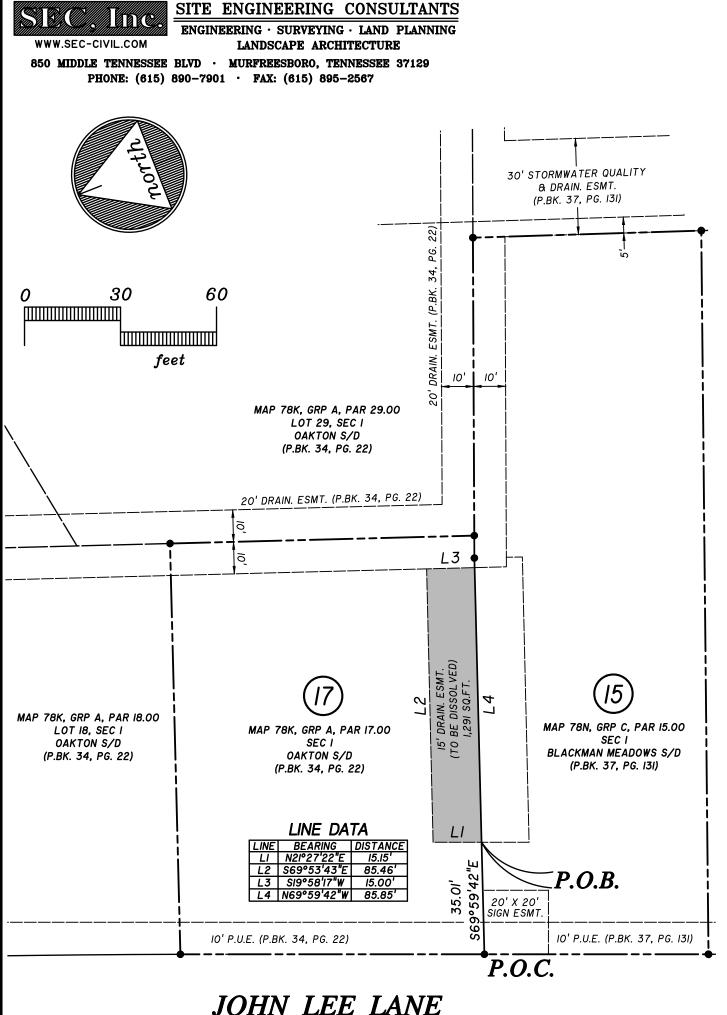
THENCE, LEAVING SAID RIGHT OF WAY AND WITH THE COMMON LINE OF SAID LOTS S 69°59'42" E FOR A DISTANCE OF 35.01' TO THE *POINT OF BEGINNING*;

THENCE, CONTINUING WITH SAID LINE S 69°59'42" E FOR A DISTANCE OF 85.85' TO A POINT;

THENCE, LEAVING LOT 17 AND WITH A LINE ACROSS LOT 15 FOR THE NEXT (5) CALLS:

- 1) S 19°58'17" W FOR A DISTANCE OF 9.94' TO A POINT;
- 2) THENCE, S 68°48'12" E FOR A DISTANCE OF 2.99' TO A POINT;
- 3) THENCE, S 20°36'03" W FOR A DISTANCE OF 5.00' TO A POINT;
- 4) THENCE, N 69°53'14" W FOR A DISTANCE OF 89.18' TO A POINT;
- 5) THENCE, N 21°27'22" E FOR A DISTANCE OF 14.84' TO THE *POINT OF BEGINNING*, HAVING AN AREA OF 1,298 SQUARE FEET.

THIS EASEMENT IS A PORTION OF LOT 15 APPEARING ON A FINAL PLAT ENTITLED "SECTION 1, BLACKMAN MEADOWS SUBDIVISION" OF RECORD IN PLAT BOOK 37, PAGE 131 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.



## JOHN LEE LANE

50' R.O.W. (COMMUNITY COLLECTOR)

### **EXHIBIT** 15' DRAINAGE EASEMENT TO BE DISSOLVED **OAKTON SUBDIVISION**

MAP 78K, GROUP A, P/O PARCEL 17.00 LOT 17, SECTION I 1608 JOHN LEE LN GARRET JOHNSON ETUX BRITTNEY R.BK. 1447, PG. 3750 R.O.R.C., TN P.BK. 34, PG. 22 R.O.R.C., TN

S.E.C. # 04188 DATE: 12-14-2021 DRAWN BY: JDG



## SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning 850 Middle Tennessee Blvd, Murfreesboro, TN 37129 www.sec-civil.com • 615-890-7901 • fax 615-895-2567

15' DRAIN. EASEMENT TO BE DISSOLVED LOT 17, SECTION 1
OAKTON SUBDIVISION
P.BK. 34, PG. 22 (R.O.R.C., TN)
1,291 ± SQ.FT.

A 15' WIDE DRAINAGE EASEMENT TO BE DISSOLVED ACROSS LOT 17 SECTION 1, OAKTON SUBDIVISION (MAP 78K, GROUP A, PARCEL 17.00 - P.BK. 34, PG. 22) LOCATED IN THE CITY OF MURFREESBORO, 7th CIVIL DISTRICT RUTHERFORD COUNTY, TENNESSEE. BEING BOUND IN GENERAL ON THE SOUTH BY LOT 15 SECTION 1, BLACKMAN MEADOWS SUBDIVISION (MAP 78N, GROUP C, PARCEL 15.00 - P.BK. 37, PG. 131), ON THE WEST, NORTH, AND EAST BY THE REMAINING LANDS OF LOT 17. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

<u>COMMENCING</u> AT AN IRON PIN IN THE EAST RIGHT OF WAY OF JOHN LEE LANE. SAID PIN BEING THE COMMON PROPERTY CORNER FOR LOT 15 BLACKMAN MEADOWS SUBDIVISION AND LOT 17 OAKTON SUBDIVISION;

THENCE, LEAVING SAID RIGHT OF WAY AND WITH THE COMMON LINE OF SAID LOTS S 69°59'42" E FOR A DISTANCE OF 35.01' TO THE *POINT OF BEGINNING*;

THENCE, LEAVING LOT 15 AND WITH A LINE ACROSS LOT 17 FOR THE NEXT (3) CALLS:

- 1) N 21°27'22" E FOR A DISTANCE OF 15.15' TO A POINT;
- 2) THENCE, S 69°53'43" E FOR A DISTANCE OF 85.46' TO A POINT;
- 3) THENCE, S 19°58'17" W FOR A DISTANCE OF 15.00' TO A POINT IN THE NORTH LINE OF LOT 15;

THENCE, WITH SAID NORTH LINE N 69°59'42" W FOR A DISTANCE OF 85.85' TO THE *POINT OF BEGINNING*, HAVING AN AREA OF 1,291 SQUARE FEET.

THIS EASEMENT IS A PORTION OF LOT 17 APPEARING ON A FINAL PLAT ENTITLED "SECTION 1, OAKTON SUBDIVISION" OF RECORD IN PLAT BOOK 34, PAGE 22 IN THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

#### COUNCIL COMMUNICATION

Meeting Date: 1/27/2022

Item Title:	Main Street Banner Request				
Department:	Street Department				
Presented by:	Jami Coffelt-Leibach				
Requested Coun	cil Action:				
	(	Ordinance			
	1	Resolution			
	!	Motion	$\boxtimes$		
	I	Direction			
	]	Information			

#### Summary

Request from Read to Succeed to hang a banner for their "Unplug and Read!" event.

#### **Staff Recommendation**

Approve the Read to Succeed banner to hang from January 28th-February 4th.

#### **Background Information**

The *Unplug and Read!* Event is a community wide initiative encouraging adults, children, and families to unplug from the television, computers, phones, and video games to enjoy the pleasure and benefits of reading.

#### **Council Priorities Served**

Establish strong City brand

Banners hung across East Main Street engages our community in various activities and communicates special events to the general public thereby enhancing the City reputation through an active community involvement.

#### **Fiscal Impact**

None.

#### **Attachments**

Letter of request from Read to Succeed



January 25, 2022

Dear Mayor McFarland and City Council,

**Read To Succeed** requests permission to hang a banner across East Main Street for the following dates: January 28 – February 4, 2022. The banner will promote our annual *Unplug and Read!* event to take place during the entire month of February. *Unplug and Read!* is a community wide initiative encouraging adults, children, and families to unplug from television, computers, phones and video games to enjoy the pleasure and benefits of reading.

Thank you for your consideration of this request.

Radnoti

Sincerely,

Jolene Radnoti Executive Director 615-738-7323

joleneradnoti@readtosucceed.org

#### **COUNCIL COMMUNICATION**

Meeting Date: 01/27/2022

**Item Title:** Zoning for property located along Veals Road

[Second Reading]

**Department:** Planning

**Presented By:** Matthew Blomeley, AICP, Assistant Planning Director

#### **Requested Council Action:**

Ordinance	$\boxtimes$
Resolution	
Motion	
Direction	
Information	

#### **Summary**

Zoning of approximately 205.5 acres located along Veals Rd. and Double Springs Rd.

#### **Staff Recommendation**

Enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the zoning request.

#### **Background Information**

Meritage Homes presented to the City a zoning application [2021-424] for approximately 205.5 acres along the north side of Veals Road to be zoned PRD (Planned Residential District). During its regular meetings on November 3, 2021 and November 17, 2021, the Planning Commission conducted a public hearing on the zoning request and then voted to recommend its approval.

On December 16, 2021, Council held a public hearing and approved this matter on First Reading. Council should note that an updated pattern book that includes additional architectural elevations has been provided for second and final reading.

#### **Council Priorities Served**

#### Expand Infrastructure

The proposed development plan includes the construction of a 0.5-mile segment of the Irby Lane extension, which is identified on the Major Transportation Plan as MTI #19. This 0.5-mile segment would be funded and constructed by private developers, not the City. This roadway is seen as an important north-south linkage between Bradyville Pike and John Bragg Highway, two State highways.

#### Attachments:

- 1. Ordinance 21-0Z-39
- 2. Graystone PRD pattern book (updated for second and final reading)



## **GRAYSTONE - NORTHSIDE OF VEALS ROAD**

A REQUEST FOR REZONING FROM RS-6, RS-10, RS-12, AND MEDIUM DENSITY RESIDENTIAL (COUNTY) TO A PLANNED RESIDENTIAL DEVELOPMENT Murfreesboro, Tennessee

#### **Initial Submittal**

September 16th, 2021

#### Resubmitted

October 15th, 2021 for the October 20th, 2021 Planning Commission Workshop Meeting

#### Resubmitted

October 27th, 2021 for the November 3rd, 2021 Planning Commission Public Hearing

#### Resubmitted

November 1st, 2021 for the November 3rd, 2021 Planning Commission Public Hearing

#### Resubmitted

November 16th, 2021 for the December 2nd, 2021 City Council Public Hearing

#### Resubmitted

December 7th, 2021 for the December 16th, 2021 City Council Meeting

#### Resubmitted

December 22nd, 2021 for the January 6th, 2022 City Council Meeting



SEC Project #21294

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Company Name: SEC, Inc.

**Profession:** Planning.Engineering.Landscape Architecture

Attn: Rob Molchan / Matt Taylor

Phone: (615) 890-7901

Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com

Web: www.sec-civil.com

850 Middle Tennessee Blvd. Murfreesboro, Tennessee 37129

Company Name: Meritage Homes
Profession: Developer/Builder

Attn: Kris Keown
Phone: (615) 992-2050

Email: Kris.Keown@meritagehomes.com

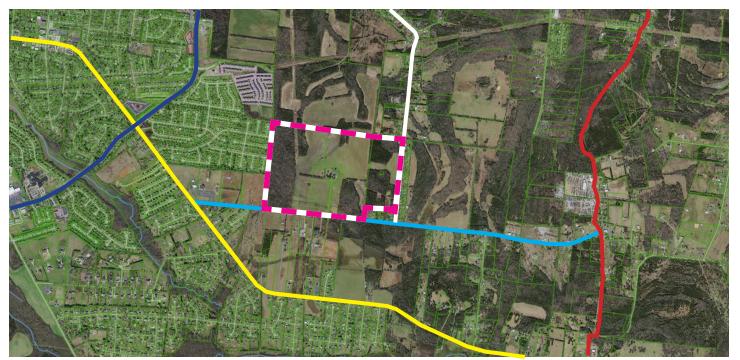
Web: meritagehomes.com

5217 Maryland Way, Suite 222 Brentwood, Tennessee 37027

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AMENITIES	
LANDSCAPE CHARACTERISTICS AND STANDARDS	
ARTICLE 13 SUBSECTION 2B	40-41

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**AERIAL PHOTOGRAPH** Not To Scale









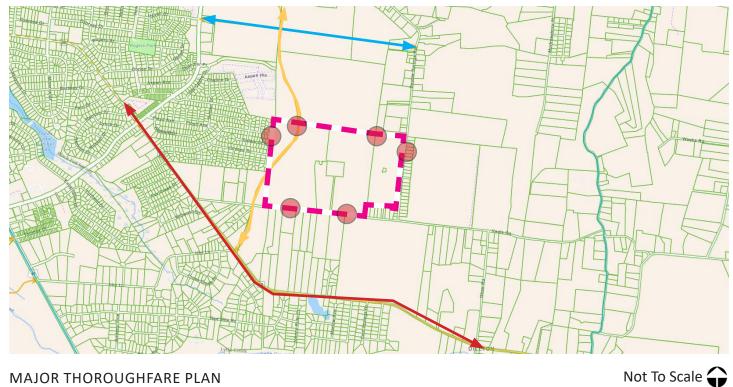


Mount Herman Road

Site Boundary

Meritage Homes respectfully requests rezoning of the Halls Family properties containing 5 parcels along Veals Road from Medium Density Residential - RM (Rutherford County), RS-6, RS-10, and RS-12 (City of Murfreesboro) to Planned Residential Development (PRD) City of Murfreesboro to create Graystone. The property is located along the northern side of Veals Road and west of Double Springs Road. The site is identified as Parcels 16.00, 16.02, 16.03, 16.04, and 16.05 of Tax Map 112, and is approximately 205.21 acres.

The development will consist of 303 single-family detached homes and 100 single-family attached townhomes for a total of 403 homes for a density of 1.97 units per acre. All homes shall be for purchase and townhomes will be sold via HPR. Minimum single-family detached lot size shall be 6,500 sf, with a typical lot size of 6,600 sf. The proposed single-family detached homes shall range in size from 1,400 sf. to 2,500+ sf. Single-Family detached homes shall have 2-3 bedrooms, and a mix of two car front-entry and side loaded garages with decorative garage doors. Townhomes shall range in size from 1,200 sf. to 1,600+ sf in size. Townhomes shall have a minimum of 2 bedrooms and shall include a one/two car front entry garage with a decorative garage door. Home elevations shall be constructed of masonry materials to add quality and character to the community. This development shall continue the extension of the proposed collector street in Farmhouse Downs, through the site to Veals Road, per the City of Murfreesboro Major Thoroughfare Plan. Several open space areas are proposed throughout the development. These areas area programmed to include elements such as playgrounds, dog-parks, open play fields, and an amenity center. The centralized amenity center shall provide residents with a pool, splash pad, playground, and clubhouse. All members of the development shall be part of an HOA managed by a third party. The HOA shall be responsible for maintaining all common areas and amenities. Monument signage shall be incorporated at the Veals Road and Double Springs Road Entrances. Signs shall be constructed of masonry material and anchored with Landscaping.





MTI#19 3 Lane Roadway



**Proposed Connection Points** 

MTI#18 3 Lane Roadway



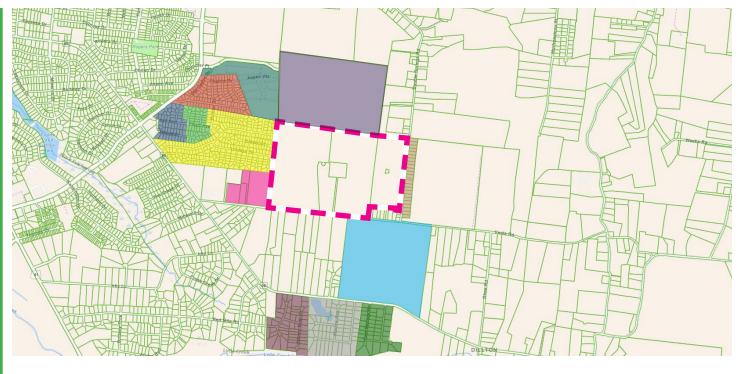
MTI#20 3 Lane Roadway

Site Boundary

The property's primary means of access shall be to the existing R.O.W.s of Veals Road and Double Springs Road. Additional access shall be provided via two connections to Farmhouse Down to the north and a connection to Medford Campbell Boulevard to the west. The City of Murfreesboro Major Thoroughfare Plan proposes a 3-Lane Collector Road within this development to ultimately connect East Main Street to Bradyville Pike.

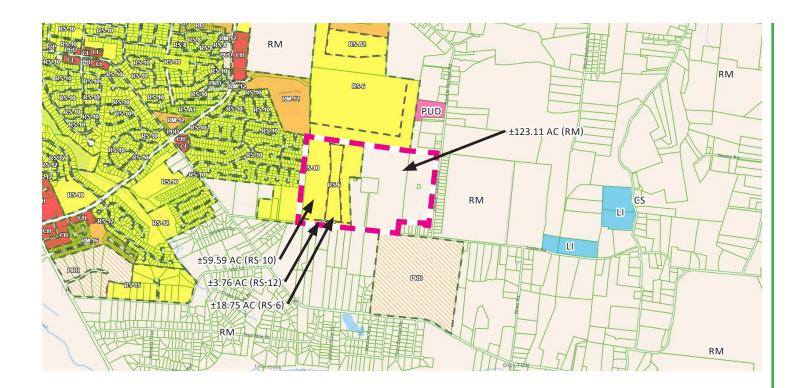


Per the City of Murfreesboro: Greenways, Blueways, and Bikeways Master plan, no improvements exist or are proposed for roadways around this site.



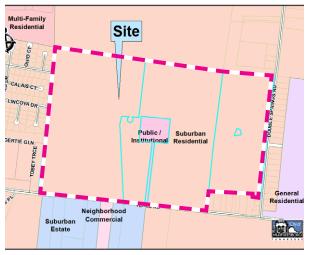


Graystone is surrounded by a mixture of residential subdivisions, and agricultural properties. Crestview is a residential development immediately adjacent to the west of Graystone consisting of one and two-story single-family detached homes without garages on 10,000 SF lots. The exterior elevations consist of primarily vinyl siding with brick along the front elevation on the first floor for most units. Twin Springs is a small residential subdivision immediately to the east of Graystone across Double Springs Road in the county with minimum 15,000 SF lots. This development consists of single-story detached homes without garages. The exterior elevations consist of primarily brick with vinyl & hardy board accents. North of the development is the approved City of Murfreesboro subdivision of Farmhouse Downs, consisting of commercial, apartment units, and single family detached homes. This subdivision will directly connect to the proposed development via two north-south connections. Carter's Retreat to the south east of the proposed development is an approved PRD in the City of Murfreesboro consisting of single-family detached homes utilizing a STEP system.



ZONING MAP Not To Scale Residential Single-Family (RS-6) Residential Single-Family (RS-12) CH Residential Single-Family (RS-8) RS-8 Residential Single-Family (RS-15) RS:10 Residential Single-Family (RS-10) PCD Planned Commercial Development (PCD) RS-12 Residential Single-Family (RS-12) PRD Planned Residential Development (PRD) RS-15 Residential Single-Family (RS-15) Medium Density Residential (RM) (Rutherford County) Site Boundary Planned Unit Development (PUD) (Rutherford County) RM-12 Residential Multi-Family (RM-12) PUD Light Industrial (LI) (Rutherford County) RM-16 Residential Multi-Family (RM-16) Commercial Services (CS) (Rutherford County)

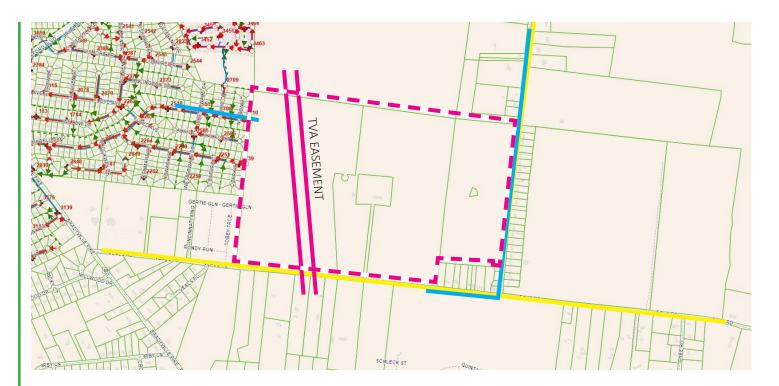
The surrounding area consists of a mixture of zoning types and uses. All parcels directly adjacent to the property are zoned for residential land use. Further to the east along Veals Road are a couple of properties zoned Light Industrial (LI) in Rutherford County.



RS-A2 Residential Single-Family (RS-10)

The Murfreesboro Future Land Use Plan proposes this area as suburban residential (SR). The character of this landuse includes detached residential dwellings, and attached residential with the notion of increased open space. Development options can be established, which allow for smaller lot sizes in exchange for greater open space, with the open space devoted to maintaining the suburban character and buffering adjacent properties and roads. Density for this character ranges from 2.0 to 3.54 dwelling units per acre. Generally compatible zoning districts include RS-15, RS-12, and RS-10

The proposed development aligns with the described character of the area and provides an overall density of 1.97 dwelling units per acre (within the 205 acres) along with ample open space.



WATER (CUD)

SEWER

STORMWATER

Not To Scale 

ELECTRIC

TVA EASMENT

Site Boundary



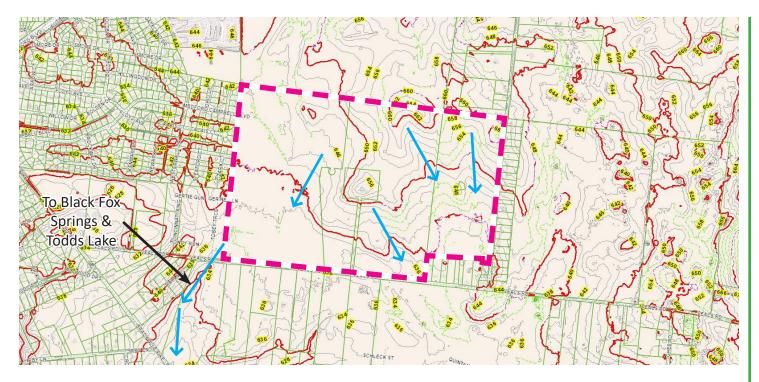
Water service will be provided by Consolidated Utility District. There is an existing 6-inch and 12-inch ductile iron water line along the West and East portions of Veals Road respectively. There is also an existing 20 inch ductile iron water line along Double Springs Road. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



Sanitary sewer service will be provided by the Murfreesboro Water Resources Department via an on-site STEP system. The developer is responsible for the installation, and MWRD shall own and maintain the facility.



Electric service will be provided by Middle Tennessee Electric. Service will be extended from Veals Road, Double Springs Road, and Medford Campbell Boulevard. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground. Any off-site improvements will be coordinated with MTE.



#### HYDROLOGY AND TOPOGRAPHY

Not To Scale











The topographic map above shows the site's topographic high point generally at the northeastern corner of the property. From this high point, the property drains towards the southeast and southwest. All stormwater on the site drains towards Veals Road and eventually ends up in Black Fox Springs before heading towards Todds Lake. No portions of this site lie with a floodway or floodplain per FEMA Map Panel 47149C0280H eff. 1/4/2007, and FEMA Map Panel 47149C0290H eff. 1/4/2007.







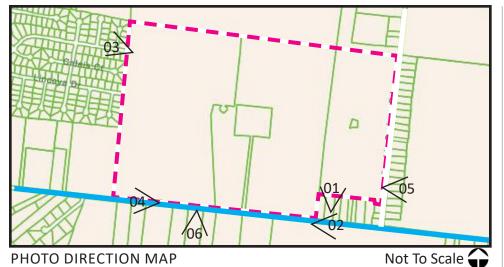






PHOTO DIRECTION MAP













#### **Development Standards: All**

- Entrances off of Veals Road and Double Springs Road shall include entrance signage. Signs shall be constructed of masonry materials and anchored with landscaping
- A berm and decorative Type 'A' buffer will be provided along Veals Road, except where affected by existing wetlands.
- Builders shall install sod and landscaping in front yards
- Builders shall install a front yard tree on each lot or one per home on HPR portion.
- All mechanical equipment (i.e. HVAC and transformers) to be screened or located at rear of homes
- All on-site utilities will be underground
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay
  membership dues as determined by a 3rd party management company
- HOA will be managed by independent 3rd party management company
- The common areas will be owned and maintained by an H.O.A.
- All streets have been designed to comply with Murfreesboro Streets Standards
- Public sidewalks will be provided on both sides of all streets throughout the development to create a pedestrian friendly community
- Mail service will be provided via cluster box units (CBU).

#### **Development Standards: Single-family Detached Homes**

- 303 single-family detatched homes with 2-3 bedrooms.
- Single-family homes shall be a minimum of 1,400 SF of living area.
- 40' homes shall be on its own lot of record, and sold fee simple.
- 30' homes shall be recorded and sold as a part of a horizontal property regime.
- Parking for the single-family detached homes shall comply with the City of Murfreesboro requirements.
- Each single family lot will provide at least 4 parking spaces per lot (outside of the garage).
- Each lot will have concrete driveways wide enough for 2 vehicles, and have a minimum width of 16 feet.
- Solid waste shall be handled via the Murfreesboro Solid Waste Department.
- All streets will be public rights-of-way.
- All streets have been designed to comply with Murfreesboro Streets Standards.
- HVAC units will be located at the rear or side of each residence.

#### **Development Standards: Single-family Attached Townhomes**

- 100 single-family attached townhomes with 2-3 bedrooms each.
- Townhomes shall be a minimum of 1,200 SF of living area.
- Townhomes shall be recorded and sold as part of a horizontal property regime.
- Parking for the attached townhomes shall comply with the City of Murfreesboro requirements (1.1/BR).
- A Type 'C' Landscape Buffer shall be constructed along the length of boundaries of the townhome areas adjacent to single-family detached homes.
- Solid waste will be handled via individual carts picked up by a private trash service.
- Any solid waste enclosures will be constructed of masonry materials consistent with building architecture and be at least 8 feet tall with opaque gates and enhanced with landscaping.
- All Townhome driveways and parking areas will be private and maintained by the H.O.A.
- Each Townhome shall have concrete driveways wide enough for 1 vehicles, and have a minimum width of 12 feet & 35 feet deep.
- Garages within townhome portions of the development shall be restricted to vehicular use only.
- All townhome roadways shall be private.
- HVAC units will be located at the rear of each residence
- Visitor parking shall be provided within townhome areas.
- Townhome trash carts shall be stored inside garages.
- Townhome formal open space shall be provided within common areas throughout the development. Total formal open space shall be at a minimum of 0.66 Acres (5% of the townhome area).



SEC, Inc.

Murfreesboro, Tennessee SEC Project #21294

PHASE	TOWN	30'	40'	AC
	HOMES	HOMES	HOMES	
1	70	49	36	135.07
2	0	58	0	16.66
3	0	52	0	12.14
4	30	0	108	41.61
TOTAL	100	159	144	205.21



Phase 1



Phase 2

Phase 3



Phase 4

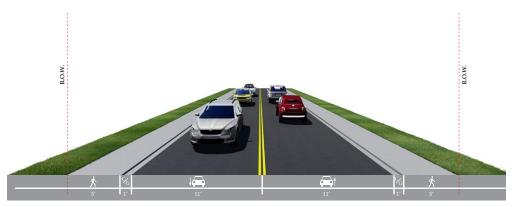
- The project is anticipated to be built in 5 phases
- · Construction of Phase 1 is planned to begin within 90-120 days after the completion of the rezoning process
- The timing of the remaining phases of construction will be market driven and dependent upon the absorption of the units in the previous phase
- In general, the following section of construction will begin after the previous phase is 80%-85% sold
- Amenities are to begin construction when 50% of the units are built within their respective phases.
- Phase 1 shall include the construction of the STEP fields for Phase 1. The rest will be installed as project progresses.
- Bradyville Pike at Veals Road shall be improved to include a southbound left turn lane with 100' of storage prior to issuance of CO for phase 2 homes.
- · Construction of Collector Road will be with Phase 4 or to match timing with Farmhouse Downs, whichever comes first.

## SEC, Inc.

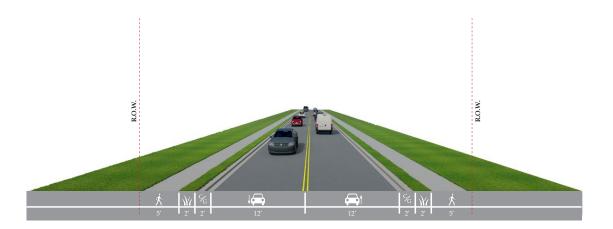
SEC Project #21294

Murfreesboro, Tennessee

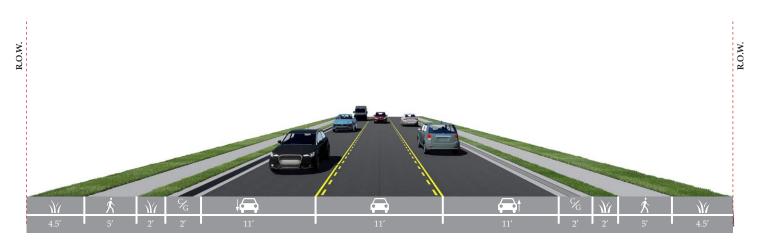




Typical Private Road Cross Section (Townhomes)



Typical 42' ROW Cross Section



Typical 60' Collector ROW Cross Section

## Townhome Sample Architecture

#### **Architectural Characteristics:**

- Building heights shall not exceed 35 feet in height
- All buildings will be 2 story
- All units will have at least 2 bedrooms
- All the units will have eaves per design elevations
- All units will have a patio area at the rear of the unit
- All attached homes will recorded and sold via Horizontal Property Regime
- All homes shall have a one-car or two-car front entry garage with either two-car or four-car surface parking in front of units.
- Front entry garages will have decorative carriage-style doors with windows
- Garage door color will match trim of the unit
- Townhome buildings will be comprised of alternating unit style and unit colors
- Developer shall control elevations on each building to prevent monotonous facades and provide variety instead.
- Parking will be minimum of 1.1 spaces per bedroom for each unit
- End units to have enhanced side facades facing streets
- Garages will be for vehicular use only



Example of Brick (different colors will be allowed)



Example of Fiber Cement Board (different colors will be allowed)



Example of Board and Batton (different colors, cuts, patterns will be allowed)



Example of Stone Veneer (different colors, cuts, patterns will be allowed)

#### **Building Materials:**

Rear Elevations:

Front Elevations: All Masonry (Brick, Stone, Cement Board Siding)

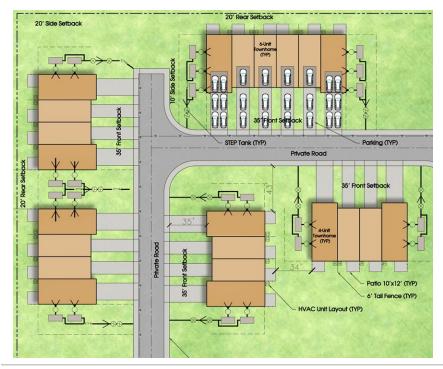
Cement Board Siding in the Dormers/Gables

Side Elevations (Internal to the Site): Cement Board Siding

\*Where side elevations face onto a street, the side elevation shall

be of enhanced variety. Cement Board Siding

All Elevations: Vinyl Only Permitted in Trim & Soffit Areas



Townhome Setbacks Internal to the Site
Front to back of sidewalk: 35-feet
Side Facing Roadway: 10-feet
Side Facing Buildings: 10-feet
Rear to Property Line: 20-feet
Rear Between Buildings: 20-feet

## 4-Unit Townhome Elevation





## 4-Unit Townhome Elevation





## 6-Unit Townhome Elevation









## 30' Wide Single-Family Homes Sample Architecture

#### Architectural Characteristics: Single-family Detached 30' Wide Homes

- Building heights shall not exceed 35 feet in height
- All buildings shall be a maximum of two stories
- All units will have at least two bedrooms and square footage ranging from 1,400 sf to 2,500 sf
- All the units will have eaves
- All homes shall have a 2 car side-entry garages
- Garages will have decorative garage doors with windows
- Garage door color will match trim of the unit and will be either white or a neutral color
- Corner homes to have enhanced side facades facing streets
- Rears facing Double Springs Road will be screened by a berm & buffer in common space to be maintained by HOA.
- 30' wide homes shall be sold as part of a Horizontal Property Regime as per page 12.

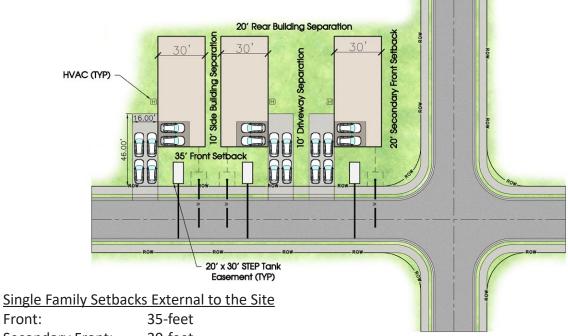
**Building Materials:** 

Front Elevations: All Masonry (Brick, Stone, Cement Board Siding)

Cement Board Siding in the Dormers/Gables

Side Elevations: Cement Board Siding Rear Elevations: Cement Board Siding

All Elevations: Vinyl Only Permitted in Trim & Soffit Areas

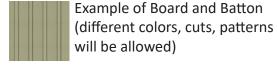


Front: 35-feet
Secondary Front: 20-feet
Side: 5-feet
Rear: 20-feet



Example of Brick

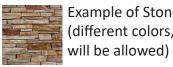
(different colors will be allowed)



Example of Stone Veneer (different colors, cuts, patterns



Example of Fiber Cement Board (different colors will be allowed)



**Autumn:** 1,420 SQFT | 28' X 70' (80 W/ PARTIO) | RANCH 3 BEDROOM/2 BATH













## **FINLEY:** 1,528 SQFT | 28' X 40' (50' W/PATIO | 2 STORY PRIMARY UP | 3 BED/2.5 BATH





**ELEVATION "B"** 





**ELEVATION "C"** 

<sup>\*</sup>The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.

## **FINLEY:** 1,528 SQFT | 28' X 40' (50' W/PATIO | 2 STORY PRIMARY UP | 3 BED/2.5 BATH





**ELEVATION "F"** 





**ELEVATION "T"** 

## **DALLAS:** 1,749FT | 28' X 49' (59' W/PATIO | 2 STORY PRIMARY UP | 3 BED/2.5 BATH

















**ELEVATION "A"** 





**ELEVATION "C"** 





**ELEVATION "F"** 





**ELEVATION "T"** 

## **REAR ELEVATION EXAMPLES**



### 40' Wide Single-Family Homes Sample Architecture

#### Architectural Characteristics: Single-family Detached 40' Wide Homes

- Building heights shall not exceed 35 feet in height
- All buildings shall be a maximum of two stories
- All units will have at least two bedrooms and square footage ranging from 1,400 sf to 2,500 sf
- All the units will have eaves
- All homes shall have a 2-car front entry garages with four parking spaces in front of garage.
- Front entry garages will have decorative garage doors with windows
- Garage door color will match trim of the unit and will be either white or a neutral color
- 55 foot wide lot minimum at the front setback.
- · Corner lots shall have enhanced side elevations facing streets

#### **Building Materials:**

Front Elevations: All Masonry (Brick, Stone, Cement Board Siding)

Cement Board Siding in the Dormers/Gables

Side Elevations (Internal to the Site): Cement Board Siding Rear Elevations: Cement Board Siding

All Elevations: Vinyl Only Permitted in Trim & Soffit Areas



Example of Brick (different colors will be allowed)



Example of Fiber Cement Board (different colors will be allowed)



Example of Board and Batton (different colors, cuts, patterns will be allowed)



Example of Stone Veneer (different colors, cuts, patterns will be allowed)



#### Single Family Setbacks External to the Site

Front: 35-feet to Garage (25' to rest of home)

Side: 5-feet Rear: 20-feet

## CHANDLER: 1,648 SQFT | 30' X 60' (60' W/PATIO | RANCH 3 BED/2.5 BATH



**ELEVATION "B"** 



**ELEVATION "D"** 



**ELEVATION "E"** 



**ELEVATION "F"** 

<sup>\*</sup>The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.

# **ROCKWELL:** 2,135 SQFT | 38' X 42' (52' W/PATIO | 2 STORY PRIMARY UP | 3 BED/2.5 BATH



**ELEVATION "B"** 



**ELEVATION "D"** 



**ELEVATION "E"** 



**ELEVATION "F"** 

# **BRENTWOOD:** 2,345 SQFT | 38' X 41' (51' W/PATIO | 2 STORY PRIMARY UP | 3 BED/2.5 BATH



**ELEVATION "B"** 



**ELEVATION "D"** 



**ELEVATION "E"** 



**ELEVATION "F"** 

## **DAKOTA:** 2,479 SQFT | 38' X 44' (54' W/PATIO | 2 STORY PRIMARY UP | 4 BED/2.5 BATH



**ELEVATION "B"** 



**ELEVATION "D"** 



**ELEVATION "E"** 



**ELEVATION "F"** 

<sup>\*</sup>The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.

# MANCHESTER: 2,448 SQFT | 38' X 57' (57' W/PATIO | 2 STORY PRIMARY UP | 4 BED/2.5 BATH



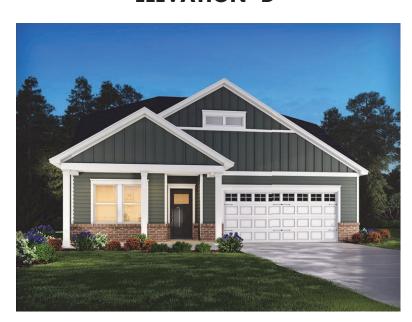
**ELEVATION "B"** 



**ELEVATION "E"** 



**ELEVATION "D"** 



**ELEVATION "F"** 

### **REAR ELEVATION EXAMPLES**



Pursuant to the City of Murfreesboro's Major Thoroughfare Plan, a collector road is proposed and included in this development (MTI#19). The majority of the traffic generated from this development shall primarily impact the existing ROWs of Veal Road and Double Springs Road.

Entrances shall incorporate three travel lanes for proper circulation into and out of the development onto Veals road and Double Springs Road. There shall be dedicated left and right turning lanes out of the neighborhood, as well as single lane for traffic entering the development. The intersection of the proposed community collector and Veals Road shall also include a dedicated lane for southbound traffic as well.

Figure 22.1 illustrates the collector road and it's north/south connections to Farmhouse Downs and Veals road respectively. It also illustrates the connection to Crestview via Medford Campbell Boulevard. Figure 22.2 illustrates the Double Springs Road and Farmhosue Downs connections. Figure 22.3 illustrates the secondary entrance from Veals road. All secondary roads in the development shall be the typical 42' ROW per the City of Murfreesboro Street Design Standards. The collector road shall be built as a 60' ROW with a 33 foot wide pavement cross section and widen to 4-lanes for the Southern most 300 feet of the collector road with 45 degree cords at the intersection with Veals Road.

Developer shall be responsible for improving Bradyville Pike to include a southbound left turn lane onto Veals Road along with a traffic signal for the intersection.

This project shall dedicate ROW along Veals Road and Double Springs Road.

Developer shall construct a cul-de-sac at the end of Lincoya Drive.



Proposed Main Entrances









Figure 22.2

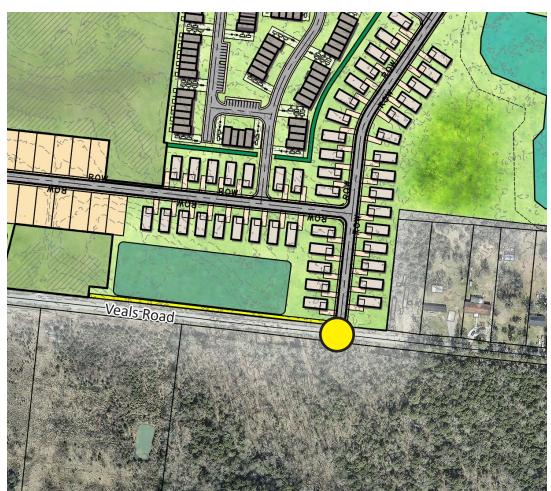
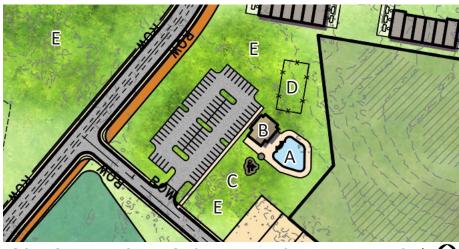
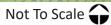


Figure 22.3



**LOCATION MAP - CLUBHOUSE AMENITIES** 





LOCATION MAP - OPEN PLAY FIELDS

Not To Scale





**C** Playground

**E** Open Play Field

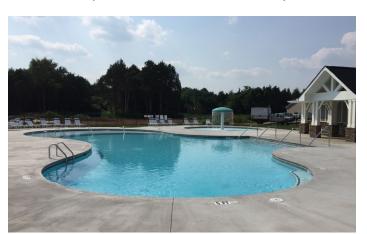
**B** Clubhouse and Patio

**D** Dog Park

With this request, Graystone will be providing over 62 acres (approximately 40% of the site) to open space. The open space areas will be comprised of usable open space, detention areas, and the area around the existing wetlands. The approximate 6.15 acres of active open space around the development will offer such formal space amenities as a pool & clubhouse, dog park, playground, and open play fields. Final design of formal open space areas shall be submitted upon site plan review. Sidewalks shall line both sides of all streets to provide pedestrian friendly circulation throughout the development. Amenities shall be built within their respective phases once 50% of the residential units have been built. The clubhouse area will offer resident a place to gather while providing outdoor seating areas and a playground for children. All amenities and open space shall be maintained by the HOA.



A/B - Sample Front Elevation of Amenity Center



A - Example of Pool



D - Example of Dog Park



A/B - Sample Side Elevation of Amenity Center



C - Example of Playground



E - Example of Open Play Field

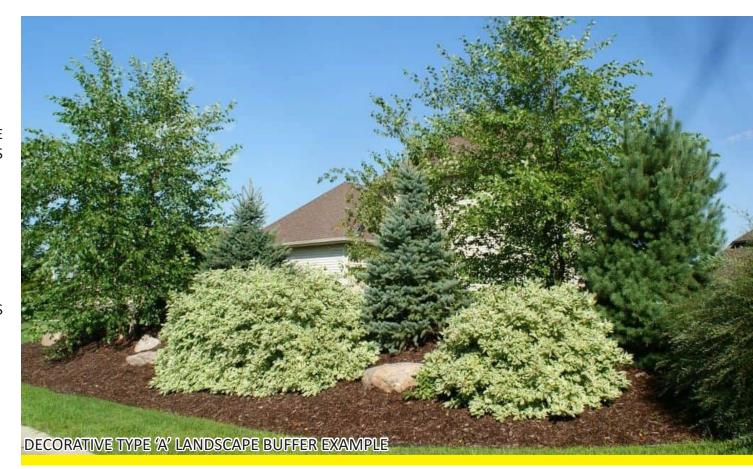


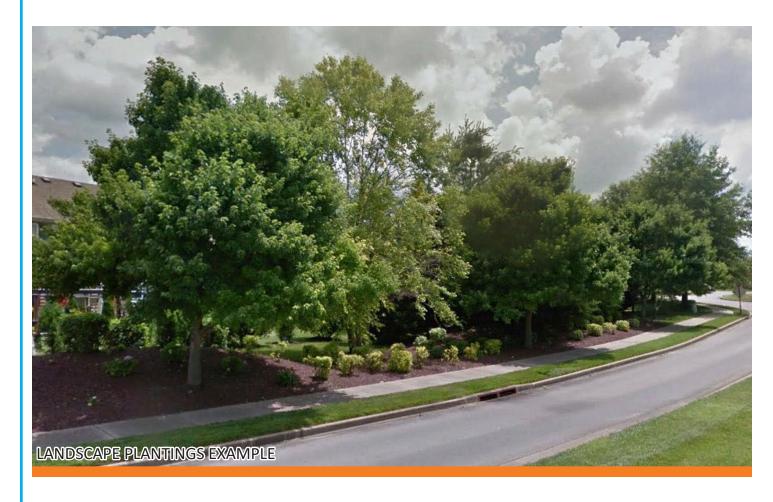
LANDSCAPE **PLANTINGS** 

BERM & DECORATIVE LANDSCAPE BUFFERS (TYPE A)

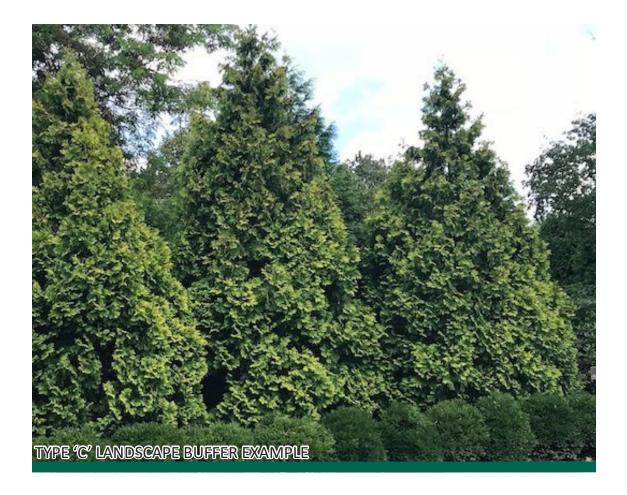
BERM & LANDSCAPE BUFFERS (TYPE B)

LANDSCAPE BUFFERS (TYPE C)









The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

#### **Landscaping Characteristics:**

- A minimum 10 feet of landscape area between parking and all property lines.
- Public rights-of-way shall be screened from parking by use of landscaping and/or berming.
- Veals Road shall be screened with a berm and decorative Type 'A' buffer.
- Double Springs Road shall be screened with a berm and Type 'B' buffer.
- Townhome areas adjacent to single family lots shall have a Type 'C' Landscape Buffer installed to help
  transition between products. This buffer shall consist of a double staggered row of evergreen trees planted
  10 feet on center and be supplemented with evergreen shrubs. Evergreen trees shall be a minimum of six
  feet tall at time of planting and shrubs shall be a minimum of two feet tall at time of planting.
- All landscape buffers to be open space and have dedicated landscape easements.
- Landscape Planting areas shall be installed between the single-family lots directly adjacent to the proposed community collector. These landscape areas shall consist of decorative plantings on intermittent berms.
- All above ground utilities and mechanical equipment screened with landscaping and/or walls.
- The fronts and sides at the base of all townhome buildings will have at least 3 foot wide landscape strip.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.
- All buffers will be in common open space to be maintained by the HOA.

**1.)** A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

**Response:** An exhibit is given on Page 4 and Page 8 along with descriptions of each.

**2.)** A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

**Response:** Exhibits are shown on Page 9 that shows the existing contours and drainage patterns along with an aerial photograph of the area on Page 4. A portion of the property is subject to floodplains or floodways, and the site ultimately drains to Black Fox Springs before heading towards Todds Lake.

**3.)** A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

**Response:** Exhibits and photographs on Pages 4, 10, and 11 give the location of existing structures on the subject property and the surrounding properties. An exhibit on Page 7 gives the zoning of those same properties.

**4.)** A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and egress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing.

**Response:** The concept plan on page 13 and lists of standards on page 12 show the concept plan which shows each of these items.

**5.)** A tabulation of the maximum number of dwelling units proposed including the number of units with two (2) or less bedrooms and the number of units with more than two (2) bedrooms.

Response: Page 13 lists standards and exhibits showing the concept plan which shows each of these items.

**6.)** A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio), and the O.S.R. (Open Space Ratio). These tabulations are for the PRD.

TOTAL SITE AREA	8,939,162s.f.
TOTAL MAXIMUM FLOOR AREA	882,100 s.f.
TOTAL LOT AREA	1,201,985 s.f.
TOTAL BUILDING COVERAGE	843,242 s.f.
TOTAL DRIVE/ PARKING AREA	733,497 s.f.
TOTAL RIGHT-OF-WAY	696,409 s.f.
TOTAL LIVABLE SPACE	8,205,665 s.f.
TOTAL OPEN SPACE	3,856,625 s.f.
FLOOR AREA RATIO (F.A.R.)	0.09
LIVABILITY SPACE RATIO (L.S.R.)	0.83
OPEN SPACE RATIO (O.S.R.)	0.91

**7.)** A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

**Response:** The property is currently zoned RS- 6, RS-10, RS-12, and RM (County). The surrounding area has a mixture of residential properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

**8.)** If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:

(aa) the approximate date when construction of the project can be expected to begin;

Response: The project is anticipated to be developed in four phases. Phasing information is described on Page 14.

**9.)** Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted.

**Response:** This requirement has been addressed on Pages 12, 37, and 39.

**10.)** A statement setting forth in detail either (1) the exceptions which are required from the zoning and subdivision regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed.

**Response:** The applicant is requesting the following exceptions with this PRD.

SETBACKS	RS-6	PRD-S.F.	DIFFERENCE	RS-A TYPE 2	PRD-TOWNHOME	DIFFERENCE
Front Setback	35.0′	35.0′	0.0'	35.0′	35.0′	0.0'
Side Setback	5.0′	5.0′	0.0'	5.0′	5.0'	0.0'
Rear Setback	20.0′	20.0′	0.0'	20.0′	20.0′	0.0'
Minimum Lot Size	6,000 SF	6,500 SF	+500 SF	2,000 SF	H.P.R.	N/A
Minimum Lot Width	50′	55′	+5.0′	20.0′	20.0′	0.0'

**11.)** The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

**Response:** This property is not in the Gateway Design Overlay District, Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). No portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0280H Eff. Date 01/04/2007 and FEMA Map Panel 47149C0290H Eff. Fate 01/04/2007.

**12.)** The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

**Response:** Pages 5 & 36 discusses the Major Thoroughfare Plan.

**13.)** The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

**Response:** The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Meritage Homes, Inc. contact info for both is provided on cover.

**14.)** Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

**Response:** Page 16-35 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

**15.)** If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

**Response:** Entrance signage description is on Page 4.

ORDINANCE 21-OZ-39 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 82.5 acres along Veals Road from Single-Family Residential Six (RS-6) District, Single-Family Residential Ten (RS-10) District and Single-Family Residential Twelve (RS-12) District to Planned Residential Development (PRD) District (Graystone PRD) and approximately 123 acres along Veals Road and Double Springs Road to be zoned Planned Residential Development (PRD) District, simultaneous with annexation; Meritage Homes, applicant [2021-424].

# BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

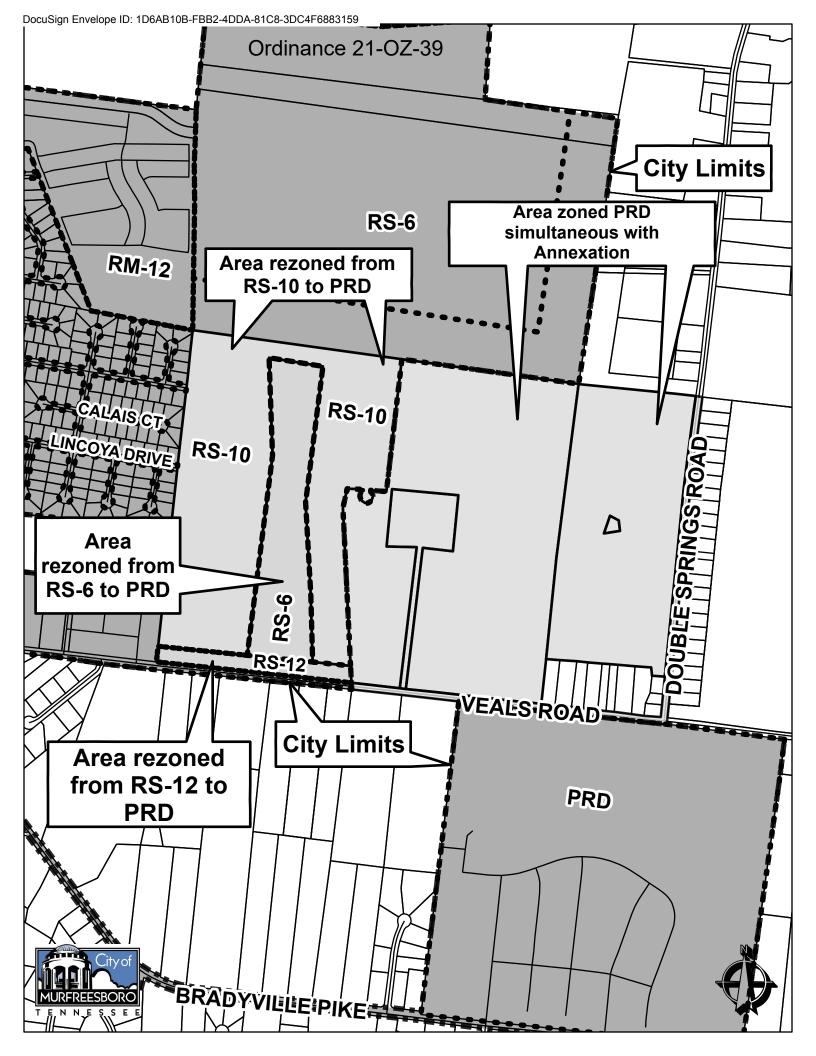
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Planned Residential Development (PRD), as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

<u>SECTION 3</u>. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:	
	Shane McFarland, Mayor
1st reading	
2 <sup>nd</sup> reading	
ATTEST:	APPROVED AS TO FORM:
	Adam 7. Tucker
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney

SEAL



#### COUNCIL COMMUNICATION

Meeting Date: 01/27/2022

**Item Title:** Public Entity Partners Safety Equipment Grant Acceptance

**Department:** Employee Services

**Presented by:** Randolph Wilkerson, Director of Employee Services

**Requested Council Action:** 

Ordinance □
Resolution □
Motion □
Direction □
Information □

#### **Summary**

Matching grant for safety equipment provided by Public Entity Partners (PEP), the City's workers' compensation insurance provider.

#### **Staff Recommendation**

Adopt Resolution 22-R-02 accepting PEP grant funds.

#### **Background Information**

MWRD has ordered a hoist system to retrieve employees from a confined workspace and its compliance with OSHA regulations. The cost of the equipment is \$11,813. PEP has awarded the City a grant of \$4,000 to offset the costs of the equipment. This reduces the City expenditure for the equipment to \$7,813.

#### **Council Priorities Served**

Responsible budgeting

Utilizing grant funds to offset the cost of safety equipment allows the City reduce its equipment budget and secure equipment that is critical to reducing the City's funding of workers' compensation expenses.

#### **Fiscal Impact**

The expenditure, \$7,814, is funded by the Department's FY22 operating budget.

#### **Attachments**

- 1. Resolution 22-R-02
- 2. 2021-2022 "Safety Partners" Grant Application

**RESOLUTION 22-R-02** authorizing the City of Murfreesboro to participate in Public Entity Partners "Safety Partners" Matching Grant Program.

**WHEREAS**, the safety and well-being of the employees of the City of Murfreesboro is of the greatest importance; and

**WHEREAS**, all efforts shall be made to provide a safe and hazard-free workplace for the City of Murfreesboro employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a "Safety Partners" Matching Grant Program; and

**WHEREAS**, the City of Murfreesboro now seeks to participate in this important program.

# NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

<u>SECTION 1</u>. That the City of Murfreesboro is hereby authorized to submit application for a "Safety Partners" Matching Grant Program through Public Entity Partners attached hereto as "Exhibit A".

<u>SECTION 2.</u> That the City of Murfreesboro is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

<u>SECTION 3.</u> This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

Passed:	
	Shane McFarland, Mayor
ATTEST:	APPROVED AS TO FORM:
	DocuSigned by:  Adam 7. Tucker
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney

#### Exhibit A

### Safety Partners Grant

#### PE Partners GRANT APPLICATION

Application Date:	7/12/2021 2:35:09 PM
Participant city (or Agency) Name:	MURFREESBORO
P.O. Box Address or Street:	111 West Vine St
City:	MURFREESBORO
Zip Code:	37133
Contact Person:	Lisa Lugos
Contact Person - Title:	Safety Officer
Contact Person - Telephone:	615-648-9983
Contact Person - Email:	llugos@murfreesborotn.gov
No of Full Time Employees in City/Agency	1500
No. Employees Affected by this Purchase:	4
City/Agency Desires to Purchase the Following:	Confined Space Equipment for the Water Department: 5-Piece Davis Hoist System, SRL Stainless Steel 50 3 Way Sealed Block with Retrieval, Barrel Mount Sleeve
Justification for the Needed Purchase:	The defined confined space equipment will provide the Water Department with the tools needed to retrieve an employee from a confined work space and in compliance with OSHA regulations.
Estimate #1 - Calculated Total	11,813.14
Estimate #2 - Calculated Total	12,098.17
Approving Supervisor - Name	Darren Gore

#### COUNCIL COMMUNICATION

Meeting Date: 01/27/2022

 Item Title:
 Mutual Aid Agreement with Nashville Fire Department for Water Rescue Services

 Department:
 Fire Rescue

 Presented by:
 Mark A. Foulks

 Requested Council Action:
 Ordinance □

 Resolution □
 Motion □

# Summary

Mutual Aid Agreement with Nashville Fire Department to permit training and coordination with the Tennessee Task Force 2 Urban Search and Rescue Team (TN TF-2 US&R).

#### **Staff Recommendation**

Approve the Mutual Aid Agreement with Nashville Fire Department.

Direction

Information

#### **Background Information**

MFRD wishes to participate in the TN-TF2 US&R Rescue Team which provides rescue services throughout the state during times of catastrophic disasters, and large-scale, or complex incidents involving technical rescue.

#### **Council Priorities Served**

Maintain public safety

Participation in this Mutual Aid Agreement provides assistance to the City in the event of an event that exceeds MFRD's resources, will permit MFRD to assist surrounding areas when needed, and will provide as experience and training for MFRD personnel.

#### Fiscal Impact

Fiscal impact will be incorporated into the Department's training budget and in the event of deployment, in which case expenses are variable, reimbursement is sought from available disaster relief funds.

#### **Attachments**

Mutual Aid Agreement

**RESOLUTION 22-R-03** approving a Interlocal Cooperation and Mutual Aid Agreement for the Nashville Fire Department/TN-TF2 US&R/Swiftwater Rescue Team.

WHEREAS, Tennessee Code Annotated, Section 12-9-101 through 12-9-109 et seq., authorizes public agencies in this state to enter into interlocal cooperation agreements; and,

WHEREAS, Tennessee Code Annotated, Section 58-8-102(2) and (3), authorizes local governments to provide one another with emergency assistance and aid; and,

WHEREAS, the City of Murfreesboro wishes to avail itself of all authority conferred by these statutes and any other provision of law, to participate in a US&R/Water Rescue Team which will provide response and rescue services throughout the area of the Metropolitan Government of Nashville and Davidson County/Homeland District 5, and statewide as requested, in accordance with Tennessee Code Annotated Section 58-8-101 et seq., "Mutual Aid and Emergency and Disaster Assistance Act of 2004," and nationally through Emergency Management Assistance Compact (EMAC) requests; and,

WHEREAS, the City Council desires to authorize and support the City of Murfreesboro Fire Rescue Department's participation in the TN-TF2 US&R/Swiftwater Rescue Team.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

<u>SECTION 1</u>. The City approves the Interlocal Cooperation and Mutual Aid Agreement for the Nashville Fire Department/TN-TF2 US&R/Swiftwater Rescue Team, attached hereto as Exhibit A and authorizes the Mayor to execute the Agreement and authorizes the City Manager and staff to act as necessary to achieve its objectives.

<u>SECTION 2.</u> This Resolution shall be effective immediately, the public welfare and the welfare of the City requiring it.

Passed:	
	Shane McFarland, Mayor
ATTEST:	APPROVED AS TO FORM:
	DocuSigned by:  Adam 7. Tucker
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney

# INTERLOCAL COOPERATION AND MUTUAL AID AGREEMENT FOR THE

#### Nashville Fire Department/TN-TF2 US&R/SWIFTWATER RESCUE TEAM

This agreement is entered into by and among the Metropolitan Government of Nashville and Davidson County ("Sponsoring Agency") and the undersigned local government entities ("Participating Agencies") (the Sponsoring Agency and Participating Agencies are referred to collectively as "Agencies" and individually as "Agency") in the State of Tennessee.

WHEREAS, Tennessee Code Annotated, Section 12-9-101 through 12-9-109 *et seq.*, authorizes public agencies in this state to enter into interlocal cooperation agreements; and,

WHEREAS, Tennessee Code Annotated, Section 58-8-102(2) and (3), authorizes local governments to provide one another with emergency assistance and aid; and,

WHEREAS, the Agencies wish to avail themselves of all authority conferred by these statutes and any other provision of law, to create and operate a US&R/Water Rescue Team which will provide response and rescue services throughout the area of the Metropolitan Government of Nashville and Davidson County/Homeland District 5, and statewide as requested, in accordance with Tennessee Code Annotated Section 58-8-101 *et seq.*, "Mutual Aid and Emergency and Disaster Assistance Act of 2004," and nationally through Emergency Management Assistance Compact (EMAC) requests; and,

WHEREAS, it is deemed in the public interest by the parties hereto that such a multijurisdictional Water Rescue Team be created.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. CREATION AND PURPOSE. The TN-TF2 US&R/Swiftwater Rescue Team (Team) is hereby created to provide a coordinated multi-disciplined approach to the management of minor, major, or catastrophic disasters and large-scale or complex incidents involving swiftwater rescue and floodwater reconnaissance and evacuations.
- 2. MANAGEMENT AND ADMINISTRATION. The Sponsoring Agency shall develop and adopt the program training, education, and membership requirements for members, and the qualifications and credentialing requirements in order to meet or exceed the National Incident Management System (NIMS) National Qualification System and other nationally acceptable standards.
- 3. CONTRIBUTION OF AGENCIES. The Agencies agree to participate in the formation and operation of the Team.

4. FINANCIAL MATTERS. The financial affairs of the Team will be conducted in accordance with the state law and the procedures established by the State Comptroller. Each Agency will remain responsible for equipment needed by team members employed by their Agency.

#### 5. PROPERTY OF THE TEAM

- 5.1 <u>Personal Property and Equipment</u>. Each Agency will assist in making available the property and equipment necessary for the operation of the Team. All property and equipment supplied by an Agency to the Team will remain the property of the contributing Agency.
- 5.2 <u>Real Property</u>. The Team has no authority to purchase real property or hold real property in the name of the Team.

#### 6. PERSONNEL MATTERS.

- 6.1 <u>US&R Swiftwater Rescue Team Members</u>. TN-TF2 US&R/ Swiftwater Rescue Team members must be full time, part time, or volunteer members of an Agency.
- 6.2 <u>Employee Status and Benefits</u>. Each member assigned to the Team will remain an employee of their respective Participating Agency for the purposes of compensation and benefits. Salaries will be paid by the respective Participating Agency, and each member will retain all rights, privileges, and benefits offered by the respective Participating Agency, including, but not limited to, insurance, retirement, seniority, promotional consideration, and workers' compensation.
- 7. POLICIES. Members assigned to the Team remain obligated to follow the rules and policies of the TN-TF2 US&R/Swiftwater Rescue Team and the Participating Agency employing them.
- 8. STATUS OF SWIFTWATER RESCUE TEAM MEMBERS. The Sponsoring Agency and each Participating Agency agree that all members assigned to the Team will be entitled to all rights, privileges, exemptions, and immunities in every jurisdiction covered by this Agreement as if such duty or activity were performed within the jurisdiction of the Participating Agency by which the member is employed.

#### 9. LIABILITIES.

9.1 Members Assigned to the Team Remain Employees of Employing Agency. Each member assigned to the Team will remain an employee of the Agency where the member was employed prior to the assignment. The conduct and actions of such member will remain the responsibility of the employing Agency. Any liability arising from the actions of a member engaged in Team activities will be assumed by the employing Agency in the same manner and to the same extent as if the actions were committed within the jurisdiction of the employing Agency during the normal course of the member's employment, independent of the Team.

Team members will be considered employees of the Agency hiring them, within the meaning of the Tennessee Governmental Tort Liability Act. At no time will such officers be considered the employee of any other Agency or of the Team.

- 9.2 <u>No Assumption of Liability for Non-Employees</u>. No Agency is assuming any liability for itself or its employees for the actions of any employees of another Agency assigned to the Team.
- 10. DURATION AND TERMINATION OF AGREEMENT. The duration of this Agreement is perpetual. The Agreement will be terminated with respect to a Participating Agency by the withdrawal of the Participating Agency. A Participating Agency may withdraw at any time, provided it gives written notice of its intent to withdraw to the Mayor of the Sponsoring Agency at least ninety (90) days prior to the effective date of the withdrawal. The Agreement will be completely terminated by agreement of the Participating Agencies or where there is only one local government which has not withdrawn.
- 11. ADDITION OF PARTIES. Local governmental entities with resources and personnel that have completed the membership requirements of the TN-TF2 US&R/Swiftwater Rescue Team may become parties to this Agreement by providing notice to the Mayor of the Sponsoring Agency. Upon approval of this Agreement by the governing body of the governmental entity seeking participation, this Agreement is deemed to be modified to include such governmental entity as a Participating Agency.
- 12. EFFECTIVE DATE. This Agreement will take effect after its terms are approved by the governments which are parties hereto.
- 13. EXECUTION OF AGREEMENT. This Agreement shall be valid only when it is approved by the Metropolitan Council and executed by the Mayor of the Metropolitan Government of Nashville and Davidson County, and the city mayors, or other authorized representatives of the Participating Agencies, pursuant to the resolution of each jurisdiction authorizing them to so execute.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Metropontan	i Government	oi ivasnviii	e and Davi	ason County
Sponsoring A	Agency			
1 0				
	_		-	
Mayor John	Cooper			
Executed				
Executed:				
	Date			

Participating Agency	
Mayor	_
Executed:  Date	
Approved as to Form and Legality:	Attorney
Participating Agency	
Mayor	_
Executed:  Date	
Approved as to Form and Legality:	Attorney

Participating Agency	
Mayor	_
Executed: Date	
Approved as to Form and Legality:	Attorney
Participating Agency	
N	_
Mayor	
Executed: Date	
Approved as to Form and Legality:	Attorney

# THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY SIGNATURE PAGE

RECOMMENDED AND APPROVED BY:	
William Swann, Director Chief Nashville Fire Department	Date
APPROVED AS TO AVAILABILITY OF FUNDS:	
Director of Finance	 Date
APPROVED AS TO FORM AND LEGALITY:	
Assistant Metropolitan Attorney	Date
APPROVED AS TO INSURANCE REQUIREMENTS:	
Director of Insurance	Date
FILED IN THE OFFICE OF THE METROPOLITAN CLERK:	
Metropolitan Clerk	 Date

#### **COUNCIL COMMUNICATION**

Meeting Date: 01/27/2022

Item Title: Sewer Allocation Variance- Agripark Drive – Clover Senior Living

**Department:** Planning

**Presented by:** Greg McKnight, Director

**Requested Council Action:** 

Ordinance □
Resolution □
Motion □
Direction □
Information □

#### Summary

A proposed development request for additional density above the sewer allocation ordinance's zoning allowance.

#### **Staff Recommendation**

Council consideration of this variance request for an increase above the permitted single-family unit equivalent density (sfu) of 9 sfu's by approximately 3.3 additional sfu's for a total density of 12.3 sfu's.

#### **Background Information**

A rezoning application has been submitted to the Planning Department for the development of a proposed senior living multi-family residential complex located along the east side of Agripark Drive north of Old Fort Parkway. The property is currently zoned Commercial Highway (CH), which per the ordinance only allows 2.5 sfu's/acre. However, the proposed rezoning for a multi-family development zoned PRD would allow 9 sfu's/acre, if approved. The proposed development includes 119 dwelling units on 9.7 acres for a density of approximately 12.3 dwelling units (or sfu's) per acre. According to the Murfreesboro Water Resources Department (MWRD), the sanitary sewer collection system <u>can</u> convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with the proposed land use zoning as defined in City Code Chapter 33 Article V. – Sewer Capacity Allocation.

#### **Council Priorities Served**

Improve Economic Development

This property has remained undeveloped under its current CH zoning. This variance, coupled with the proposed rezoning, will enable this property to be developed in order to create jobs for the community and generate tax revenues for the City. In addition, the proposed development will provide an additional housing option for senior citizens.

#### Concurrence

MWRD indicates that there is sufficient capacity to serve the proposed development.

#### **Fiscal Impact**

The development will generate commercial tax rate revenue as well as pay one-time development fees.

#### **Attachments**

- 1. Request Letter and Exhibits from Applicant
- 2. Memo from MWRD



. . . creating a better quality of life

# *MEMORANDUM*

DATE: December 2, 2021

TO: Greg McKnight

FROM: Darren Gore/Valerie Smith

SUBJECT: Clover Senior Living

Agripark Drive

Map 92, Parcels 33.01

**Sewer Allocation Ordinance** 

Variance Request

#### **Sewer System Capacity**

The sanitary sewer collection system <u>can</u> convey the estimated sewer flows resulting from this development and its request to vary from the density requirements associated with its current land use zoning as defined in City Code Chapter 33 Article V. – Sewer Capacity Allocation.

The current request is 136% more than the multifamily maximum density allowed per the sewer allocation ordinance therefore staff recommends adhering to the Ordinance. Staff also advises variance requests to be diligently considered to ensure the benefit to the City is commensurate with the sewer capacity committed to any proposed development requesting a variance to the sewer allocation ordinance.

#### **Effects within Basin by Providing Variance to Sewer Allocation**

The above property is within sewer flow basin MF 06A. There are no capacity concerns within the basin that have been identified. This project will flow into an 8" sewer main along Agripark Drive and ultimately through a 10" sewer main under I-24, which has adequate capacity.

Per the most recent sewer allocation report for the collection system, Basin 06A currently has capacity for 3,085 connections. By committing sewer service to this development, staff is determining that basin 06A's sewer connection capacity will be reduced by 119 connections, resulting in 2,966 available connections for future developments. A new connection is defined as an apartment, townhome, single-family home, commercial establishment, food service establishment or retail shop. A larger more in-depth study of this isolated mini-basin north of Hwy

96 and west of I-24 is anticipated to determine the number of remaining connections if all remaining developable property is built-out per their current respective land-use/zoning.

The existing zoning for the property is Commercial Highway (CH) and per the Ordinance is allotted 2.5 sfu's/acre. The Clover Senior Living development is counted as 119 single-family units which equates to a density of 12.26 sfu's/acre (119 units/9.7 acres). This density is greater than the sewer allocation ordinance affords multifamily zoning, which sets a maximum density of 9 units per acre.

Huddleston Steele's variance request asserts a 60 gallon per day usage per unit. Their information is not consistent with the Department's consistent application of 260 gallons per day usage of a single-family unit equivalent, as defined by City Code, nor is their assertion consistent with the Department's 2020 sewer allocation report. The 2020 sewer allocation report factors in wet weather infiltration/inflow into the sanitary sewer system. When applying the average number of connections in MWRD's system to the wet weather flows witnessed within the various basins, each connection contributes approximately 500 gallons per day. A connection is defined as an apartment complex, which these units would qualify as an equivalent.

October 27, 2021

Mr. Greg McKnight, Planning Director City of Murfreesboro 111 W. Vine Street Murfreesboro, TN 37130

Email: gmcknight@murfreesborotn.gov

Re: Addendum Sewer Allocation Variance Request

Clover Agripark Drive Senior Living

Murfreesboro, TN

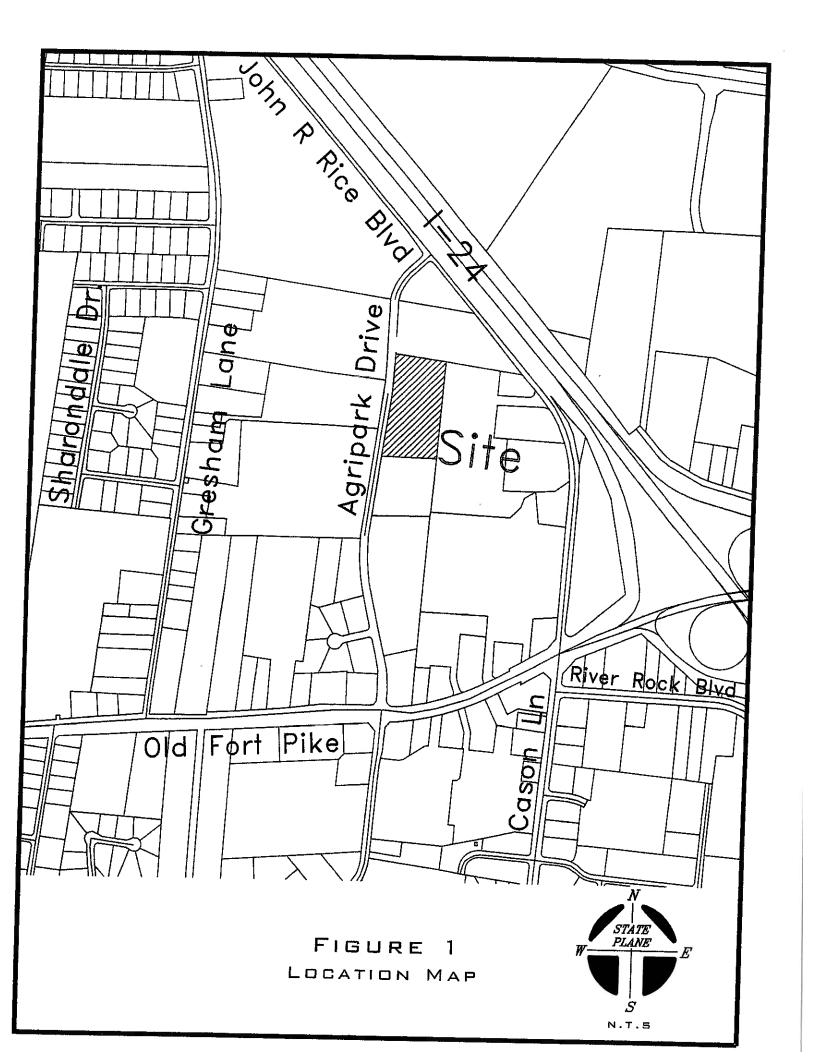
Dear Mr. McKnight:

Huddleston-Steele Engineering, Inc., hereby provides an Addendum to the request for a variance from the City's Sewer Allocation Ordinance for Clover Agripark Drive Senior Living, an agerestricted multi-family development proposed on the east side of Agripark Drive in Murfreesboro, Tennessee (see Figure 1, Location Map). We are preparing a Planned Residential Development (PRD) rezoning request for this project on this land that currently is zoned Commercial Highway.

This Addendum to the request for a variance from the City's Sewer Allocation Ordinance is to commit to using 9.7 acres for the proposed age-restricted multi-family development. This will result in a proposed density of 12.27 units per acre (119 units on 9.7 acres).

Clover has developed, constructed, and is currently operating over 40 similar communities throughout the eastern United States, all of which are very similar in design, use, and number of units to the proposed senior living community on Agripark Drive. As a result, we have the benefit of detailed empirical data from the historic water usage from those communities, which is included as part of this request (see Appendix). In addition, in each Clover community, water usage and its associated cost are included in the rent for every resident, so the water is paid on a master meter, which enables Clover to track the usage for the entire building.

Clover has provided 2 years' worth of monthly historical water usage data which averages 60 gpd per unit, which is 88% less than the 500 gpd per unit usage that has been provided by Water Resources for non-age restricted multi-family communities. The 60 gpd historical figures are achieved as residents of an age-restricted senior community generate much less sewage than is typical from residents in a regular multi-family development. We believe this to be a reasonable density for the proposed age-restricted multi-family development which addresses a City need for more senior-targeted housing. A variance from the City's Sewer Allocation Ordinance for this proposed development is justified.



### Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

Chi B. Heldel

William H. Huddleston IV, P.E., R.L.S.

Copy: Ms. Valerie Smith

Murfreesboro Water Resources Department

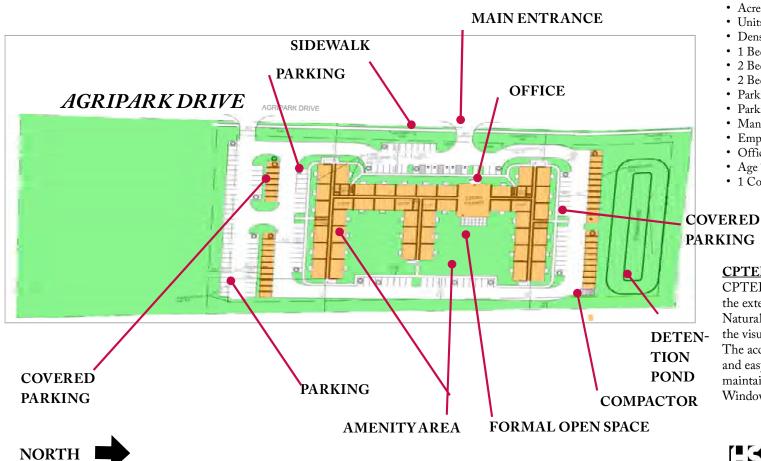
vsmith@murfreesborotn.gov

Mr. Christopher Wade Braemar Partners

cwade@braemarpartners.com

# Clover Agripark Drive - Senior Living

#### PLANNED RESIDENTIAL DISTRICT



#### SITE DATA:

- Acres: Approx 10.6
- Units: 119 Units (3 Stories)
- Density: 11.22 Units Per Acre
- 1 Bedroom Units (650 sf): 4
- 2 Bed Units (1 Bath, 700sf): 91
- 2 Bed Units (1.5 Bath, 740sf): 24
- Parking Required: 257 Spaces
- Parking Provided: 172 (40 Covered)
- Management Type: On-Site
- Employees: 2 Full time
- Office Hours: 9-5pm
- Age Target: 55+
- 1 Compactor

## PARKING

#### **CPTED NOTE**

CPTED principles will be applied to the extent that the developer is able. Natural surveillance will be assisted by the visual open quality of the project. The access points are well defined and easy to see. The site will be well maintained to prevent the "Broken Window Theory".

#### **COUNCIL COMMUNICATION**

Meeting Date: 01/27/2022

**Item Title:** Plan of Services, Annexation, and Zoning for property along Joe

B Jackson Parkway

[Public Hearings Required]

**Department:** Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:** 

Ordinance	$\boxtimes$
Resolution	$\boxtimes$
Motion	
Direction	
Information	

#### **Summary**

Annexation and zoning of approximately 3.3 acres located along Joe B Jackson Parkway and Elam Road.

#### **Staff Recommendation**

Conduct a public hearing and approve the Plan of Services and the requested annexation.

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the plan of services, annexation, and the zoning request.

#### **Background Information**

Sherri Elam Yokley, et al, has initiated a petition of annexation [2021-514] for approximately 3.3 acres located along Joe B Jackson Parkway. The City developed its plan of services for this area. Additionally, Kimley-Horn presented to the City a zoning application [2021-426] for the same 3.3 acres to be zoned G-I (General Industrial District) simultaneous with annexation. During its regular meeting on December 1, 2021, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

#### **Council Priorities Served**

Improve Economic Development

This rezoning will enable commercial development, specifically a Buc-ee's travel center, which will generate tax revenue for the City and create jobs.

#### Expand Infrastructure

The proposed Buc-ee's development will include the realignment of Elam Road, which is consistent with the adopted Major Transportation Plan and will improve the

intersection of Elam Road and Joe B Jackson Parkway by moving it further away from the I-24 ramp.

#### **Attachments:**

- 1. Resolution 21-R-PS-47
- 2. Resolution 21-R-A-47
- 3. Ordinance 21-OZ-47
- 4. Maps of the area
- 5. Planning Commission staff comments from 12/01/2021 meeting
- 6. Planning Commission minutes from 12/01/2021 meeting
- 7. Plan of services
- 8. Other miscellaneous exhibits

#### MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 DECEMBER 1, 2021

PROJECT PLANNER: MARINA RUSH

4.f. Annexation petition and plan of services [2021-514] for approximately 3.3 acres located along Joe B Jackson Parkway and Elam Road, Sherri Elam Yokley, et al applicant.

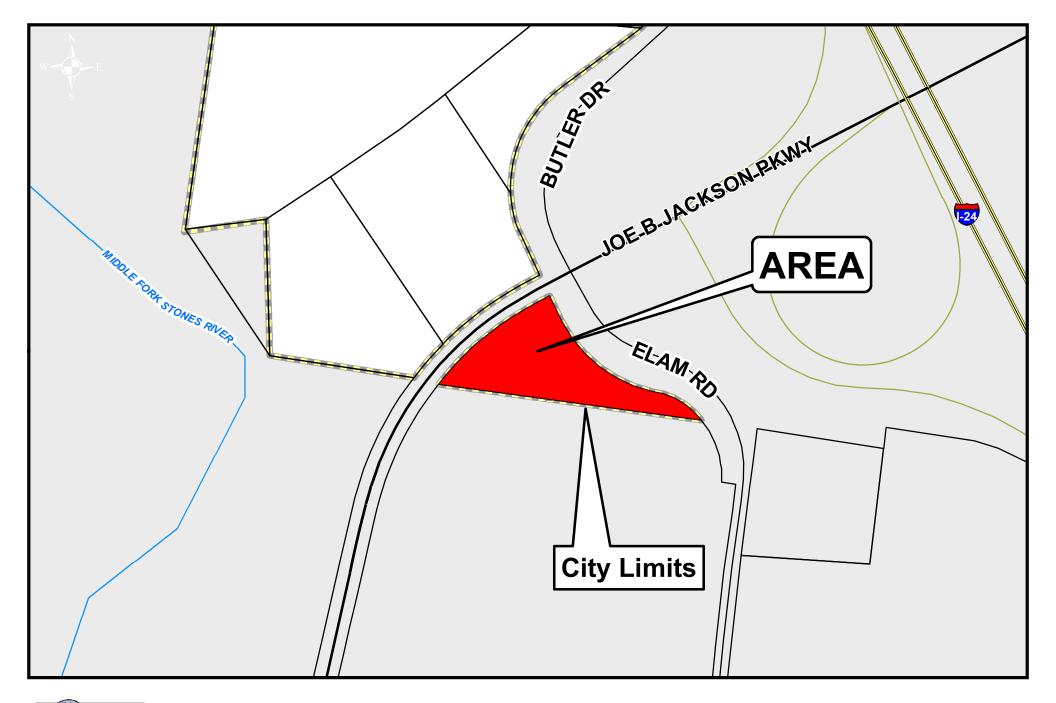
The property owner, Sherri Elam Yokley, has submitted a petition requesting her property be annexed into the City of Murfreesboro. The subject property is 3.3 acres located along the west side of Elam Road, south of Joe B Jackson Parkway and west of Interstate 24. Simultaneous with this application is a request to zone the property to General Industrial (GI). The property tax map number is: Tax Map 126, Parcel 59.02.

The requested property is developed with a single-family residence. It is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along the northern, southern, eastern, and western property lines.

Staff has prepared a Plan of Services for the proposed annexation of the property in its current state with one residence and for potential future commercial development. It is attached to this staff report for the Planning Commission's review. City services can be provided to the study area upon annexation.

#### **Action Needed:**

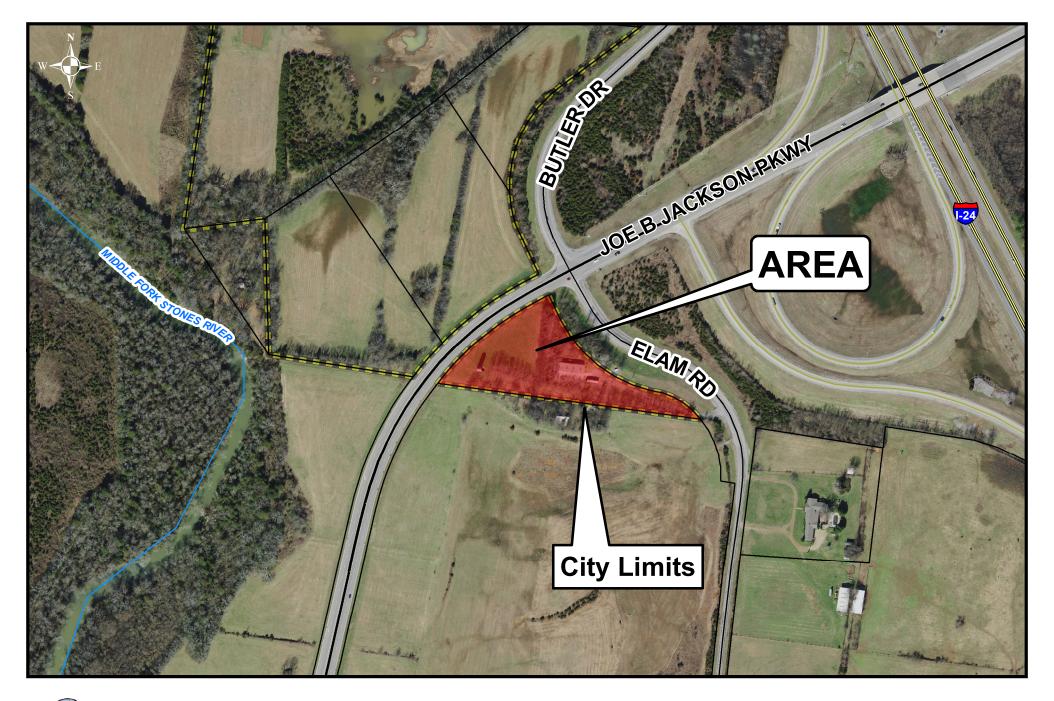
The Planning Commission will need to conduct a public hearing and then discuss this matter, after which it will need to formulate a recommendation to the City Council.





#### Annexation Request for Property along Joe B Jackson Parkway and Elam Road

0 150 300 600 900 1,200 Feet Planning Department City of Murfreesboro 111 W. Vine St. Murfreesboro, TN 37130 www.murfreesborotn.gov





Annexation Request for Property along Joe B Jackson Parkway and Elam Road

0 150 300 600 900 1,200 Feet Planning Department City of Murfreesboro 111 W. Vine St. Murfreesboro, TN 37130 www.murfreesborotn.gov

#### PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby petitions the City of Murfreesboro to annex such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

1. Sharrie Elam Yokley
Printed Name of Owner (and Owner's Representative, if Owner is an entity)  Signature: Shum Lom (ARL) Status: Date: 918013021
2180 Odd Fellows Hall Road; Polaski, TN 38478
Mailing Address (if not address of property to be armexed)
2. Dixie Elan Hooper
Printed Name of Owner (and Owner's Representative, if Owner is an entity)  Signature Date: 9 29 202
1514 Leaf Ave Murticesboro, TN 37130
Mailing Address (if not address of property to be annexed)
3. Edward Samuel Elaw III Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: Elward y Elm It Status: Date: 9/29/202/
1933 Cerrinal Valley Road Murfreeshore TN 37129  Mailing Address (if not address of property to be annexed)
4. Charles Ray Clar Charles Ray Ela M Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Printed Name of Owner (and Owner's Representative, if Owner is an entity)
Signature: Charles Pay Elan Status: Date: 9/29/2021
3298 Rucker Rd Christiana TN 37037
Mailing Address (if not address of property to be annexed)
(Attach additional signature pages if necessary)
Legal Description is attached:X Yes
Power of Attorney applies and is attached: Yes No

dai c:\users\jornelas\desktop\planner\zoning ordinance\forms\2016 annexation petition.docx 9/28/2015 11:56:38 AM #1

200. SIL

## MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 1, 2021

6:00 P.M.

**CITY HALL** 

#### MEMBERS PRESENT

Kathy Jones, Chair Ken Halliburton, Vice-Chair Jami Averwater Rick LaLance Chase Salas Warren Russell Shawn Wright

#### STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Michele Emerson, City Engineer
Sam Huddleston, Executive Dir. Dev. Services

#### 1. Call to order.

Chair Kathy Jones called the meeting to order at 6:00 p.m.

#### 2. Determination of a quorum.

Chair Jones determined that a quorum was present.

#### 3. Old Business:

#### On Motion

Revisions to Murfreesboro Street Design Specifications [2021-802], City of Murfreesboro Public Infrastructure Department applicant. Ms. Michele Emerson presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference. Ms. Emerson provided the Planning Commission with an updated table.

There being no further discussion, Mr. Rick LaLance moved to adopt the revisions to Murfreesboro Street Design Specifications to go into effect January 1, 2022, including incorporating the updated information which had been distributed before the meeting. The motion was seconded by Mr. Shawn Wright and carried by the following vote:

MINUTES OF THE **MURFREESBORO PLANNING COMMISSION DECEMBER 1, 2021** 

Mr. Matt Taylor came forward to address the concerns of the speakers, including those

related to drainage, traffic, the STEP system, blasting, and construction traffic. He also

stated that before presenting at City Council, he would work on the language in the pattern

book to prevent large amounts of homes to be purchased for use as rental homes.

The Planning Commissioners agreed on the connection of the stub streets in the plan as

presented. Mr. LaLance requested for the architecture of the rear and sides of the homes to

be improved before this application is presented to the City Council.

There being no further discussion, Mr. Rick LaLance moved to approve the zoning

application subject to all staff comments; the motion was seconded by Vice-Chairman Ken

Halliburton and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

Annexation petition and plan of services [2021-514] for approximately 3.3 acres

located along Joe B Jackson Parkway and Elam Road, Sherri Elam Yokley, et al

**applicant.** Ms. Marina Rush presented the Staff Comments regarding this item, a copy

which is maintained in the permanent files of the Planning Department and is incorporated

into these Minutes by reference.

Ms. Kelley Frank (design engineer) was in attendance to represent the application.

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MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
DECEMBER 1, 2021

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the annexation petition; therefore, Chair Jones closed the public hearing.

There being no further discussion, Mr. Chase Salas moved to approve the annexation petition subject to all staff comments; the motion was seconded by Mr. Rick LaLance and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

Zoning application [2021-426] for approximately 3.3 acres located along Joe B Jackson Parkway and Elam Road to be zoned G-I simultaneous with annexation, Kimley-Horn applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Ms. Kelley Frank (design engineer) was in attendance to represent the application.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Jones closed the public hearing.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Warren Russell and carried by the following vote:

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**RESOLUTION 21-R-PS-47** to adopt a Plan of Services for approximately 3.3 acres located along Joe B. Jackson Parkway and Elam Road, Sherri Elam Yokley, et.al., applicant [2021-514].

WHEREAS, the Owner(s) of the territory identified on the attached map as the "Area to be Annexed" have either petitioned for annexation or given written consent to the annexation of such territory; and,

**WHEREAS**, a proposed Plan of Services for such territory was prepared and published as required by T.C.A. §6-51-102 and T.C.A. §6-51-104; and,

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on December 1, 2021 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council; and,

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on January 27, 2022, pursuant to a Resolution passed and adopted by the City Council on December 16, 2021, and notice thereof published in <u>The Murfreesboro Post</u>, a newspaper of general circulation in said City, on January 11, 2022; and,

WHEREAS, the Plan of Services for the territory identified on the attached map as the "Area to be Annexed" establishes the scope of services to be provided and the timing of such services and satisfies the requirements of T.C.A. §6-51-102.

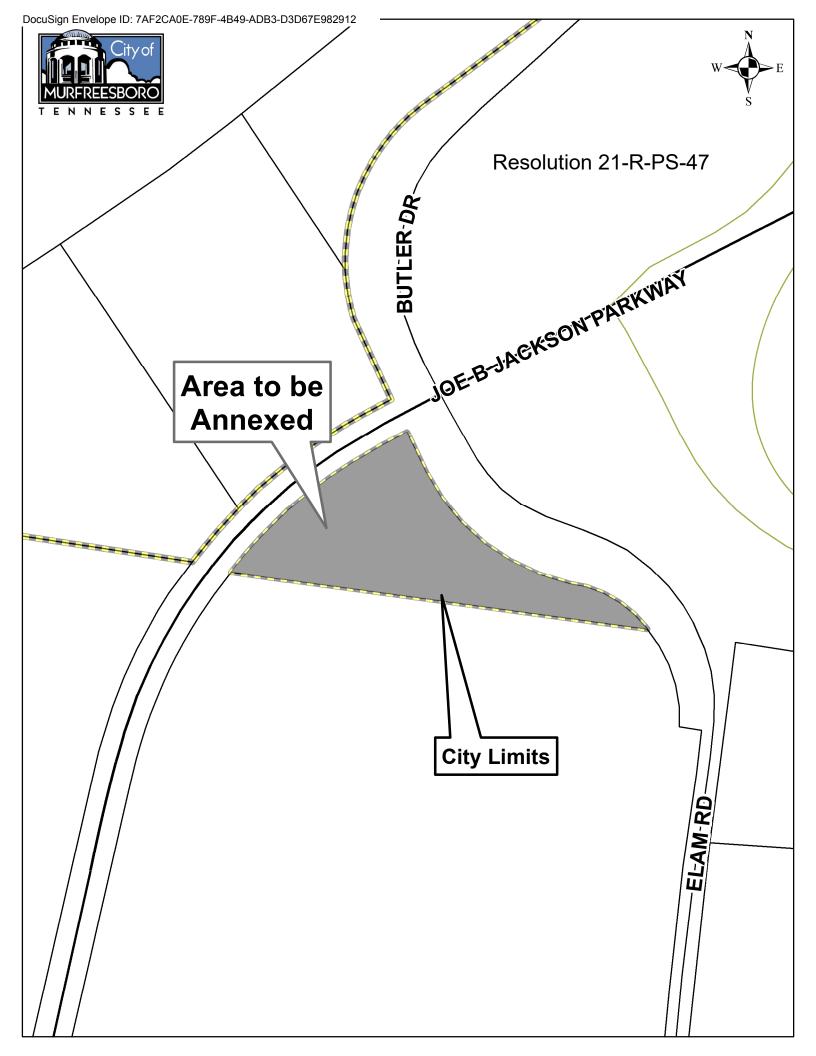
## NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the Plan of Services attached hereto for the territory identified on the attached map as the "Area to be Annexed" is hereby adopted as it is reasonable with respect to the scope of services to be provided and the timing of such services.

<u>SECTION 2</u>. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 21-R-A-47**, the public welfare and the welfare of the City requiring it.

Passed:	Shane McFarland, Mayor
ATTEST:	APPROVED AS TO FORM:
	Adam 7. Tucker
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney

**SEAL** 

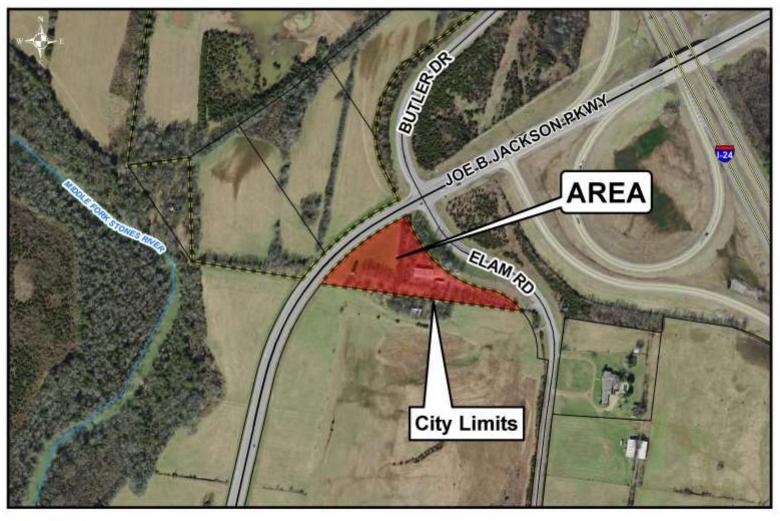


Resolution 21-R-PS-47

# ANNEXATION REPORT FOR PROPERTY LOCATED ALONG ELAM ROAD INCLUDING PLAN OF SERVICES (FILE 2021-514)



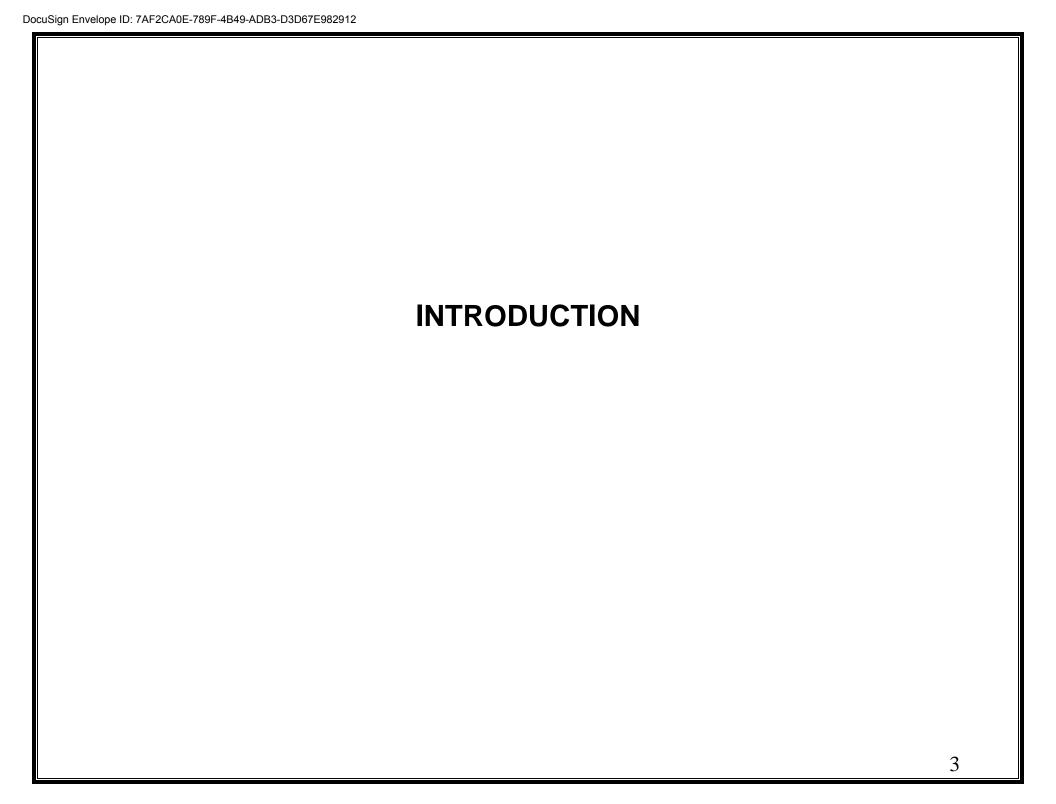
PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION – DECEMBER 1, 2021





Annexation Request for Property along Joe B Jackson Parkway and Elam Road

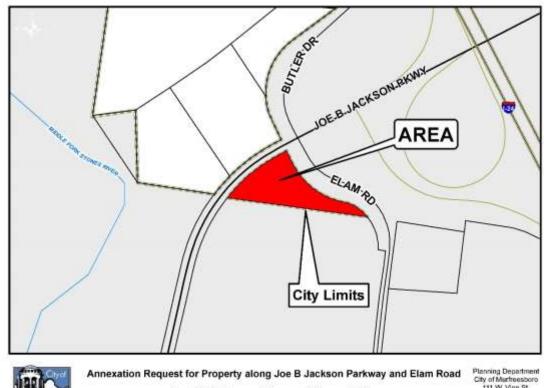
0 150 300 600 900 1,200 Feet Planning Department City of Murfreesboro 111 W. Vine St. Murfreesboro, TN 37130 www.murfreesborotn.gov



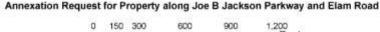
#### **OVERVIEW**

The property owner, Sherri Elam Yokley, Dixie Elam Hooper, Edward S. Elam, and Charles R. Elam, have submitted a petition requesting their property be annexed into the City of Murfreesboro. The subject property is 3.3 acres located along the west side of Elam Road, south of Joe B Jackson Parkway and west of Interstate 24. Simultaneous with this application is a request to zone the property to General Industrial (GI). The property tax map number is: Tax Map 126, Parcel 59.02.

The requested property is developed with a single-family residence. It is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along the northern, southern, eastern, and western property lines.





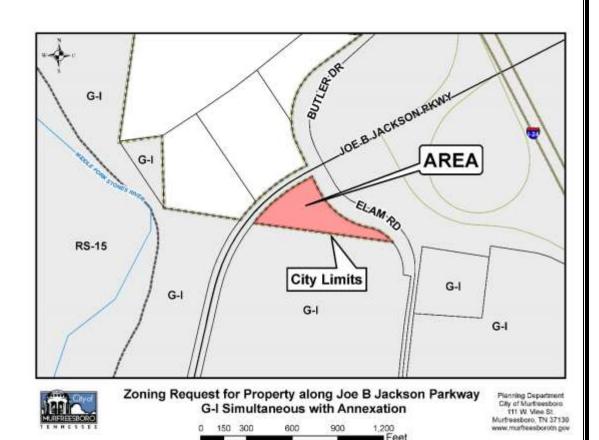


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#### **CITY ZONING**

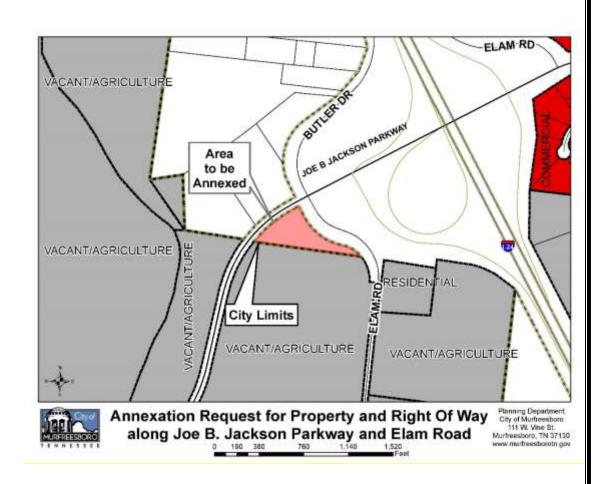
A separate application has been submitted by Kimley-Horn requesting G-I (General Industrial) zoning for the study area simultaneous with annexation. The subject parcel is currently zoned Residential Medium-Density (RM) in the County of Rutherford.

The adjacent zoning on the properties to the east, south and west is GI in the City, and to the north is RM in the County. The properties surrounding the parcel are primarily vacant and agricultural land.



## PRESENT AND SURROUNDING LAND USE

The study area is developed with a singlefamily residence and barn. The surrounding land uses are primarily vacant agricultural land.



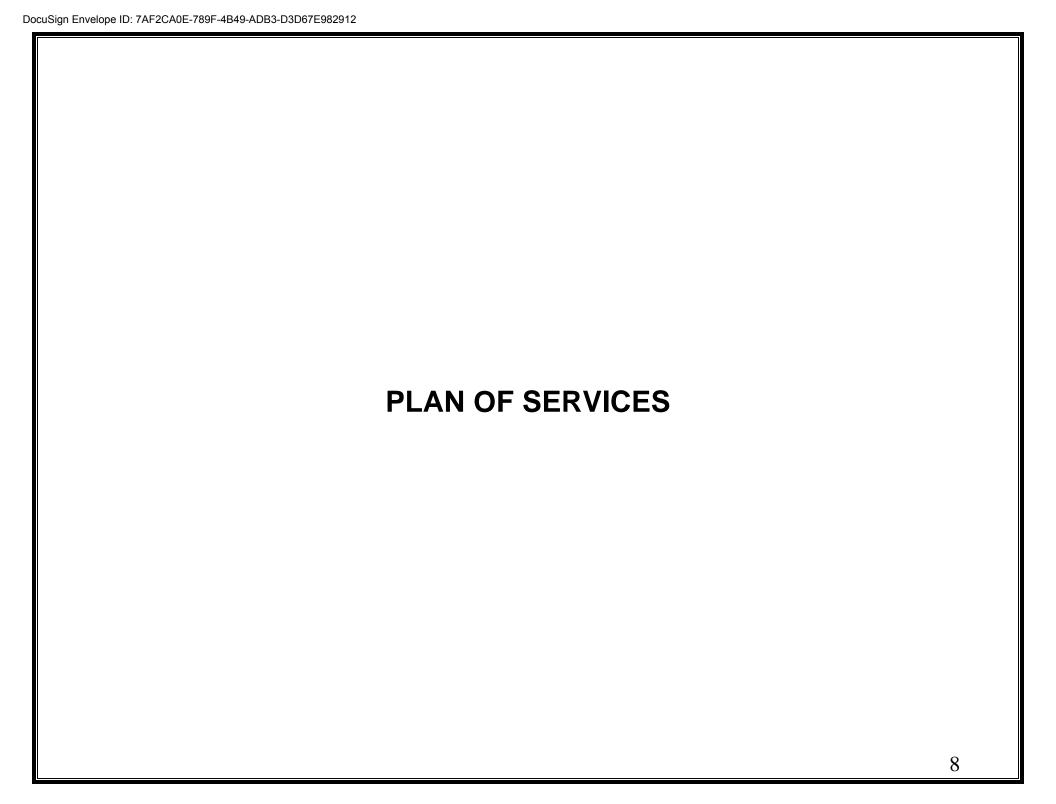
#### TAXES AND REVENUE

The first City tax bill for all property annexed during the calendar year of 2022 will be due on December 31, 2023. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2894/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. The property is vacant. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

Table I Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements + Yard Item Value	Total Assessment	Estimated City Taxes
Edward Samuel Elam, etal.	3.3	\$52,300	\$108,600	\$40,225	\$518.66

These figures are for the property in its current state and are subject to change upon development.



#### **POLICE PROTECTION**

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE, and other community crime prevention programs to the subject parcel immediately upon the effective date of annexation. The Murfreesboro Police Department will be able to provide services immediately upon the effective date of annexation. If the property is zoned General Industrial, it will have little impact upon police services. This property is in Police Zone #7.

#### **ELECTRIC SERVICE**

The study area is served by Middle Tennessee Electric Membership Corporation (MTEMC). MTEMC has existing electric facilities along Joe B Jackson Parkway and capacity to serve future development. Any future development in the study area will be served by MTEMC. All new electrical infrastructure installed to serve the future development will be required to adhere to MTEMC standards.

#### STREET LIGHTING

No additional streetlights will be installed along the adjacent roadways upon annexation. However, additional street lighting will be required to be installed by the developer in conjunction with the future development of the study area.

#### **SOLID WASTE COLLECTION**

The study area is currently developed with a single-family residence. The service day would be on Monday, cost of the cart will be \$53.30 and monthly service to the property will be \$7.50 per month attached to the water bill. If the property is rezoned to GI, any future development will need to be serviced by a private solid waste management service required at the time of development.

#### **RECREATION**

Murfreesboro's Parks and Recreation facilities will be immediately available to any potential occupants of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

#### **CITY SCHOOLS**

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. There is one single family residence on the subject property, so the property will have

minimal impact on MCS in its current state. The property, if annexed, would become part of the Black Fox school zone. Since the study area is proposed for General Industrial zoning, there would not be any impacts to the City Schools with future development.

#### **BUILDING AND CODES**

The property will come within the City's iurisdiction code for enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of The Building and Codes annexation. Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

## PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new

development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

#### **GEOGRAPHIC INFORMATION SYSTEMS**

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

#### **STREETS AND ACCESS**

The Annexation Study Area does not include any additional public roadway systems. Access to public roadway systems is available through existing Joe B Jackson Parkway and Elam Road. Any new connections to either Joe B Jackson Parkway or Elam Road must be approved by the City Engineer.

This property is affected by the major transportation plan. This includes realignment and improvements to Elam Road to a 3-lane section. The applicant will be required to participate in those improvements and dedicate right-of-way as needed. Any future public roadway facilities to serve the study area must be constructed to City standards

No additional public roadways are included in the study area.

#### **REGIONAL TRAFFIC & TRANSPORTION**

The study area is currently served by Joe B Jackson Parkway and Elam Road as the major roadway facilities. The 2014 Level of Service Model in the 2040 Major Transportation Plan (MTP) indicates both Joe B Jackson Parkway and Elam Road to be

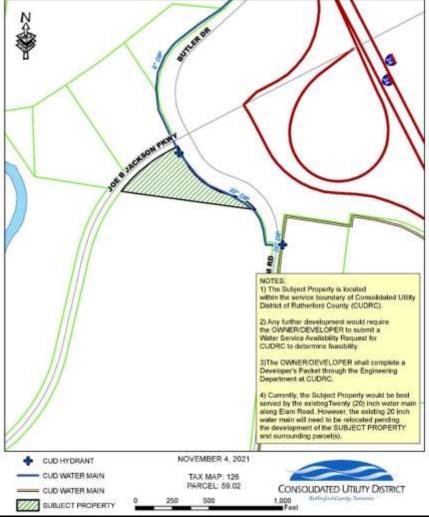
operating at a Level of Service B in the study area based on average daily traffic (ADT). The 2040 Level of Service Model shows that Elam Road operates at a level of service of D without the proposed improvements recommended in the 2040 MTP and Joe B Jackson Parkway operates at a level of service C without the proposed improvements.

#### **WATER SERVICE**

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. A 20--inch ductile iron water main (DIP) is located along east side of Elam Road. This water line can serve the annexation study area; however, it will need to be relocated with future development of the study area and relocation of Elam Road.

Prior to any future development, the developer of the property will be required to submit a Water Availability Application to determine feasibility and to complete CUD's Developer Packet through CUD's Engineering Department prior to entering the construction phase. Any new water line development must be done in accordance with CUD's development policies and procedures.

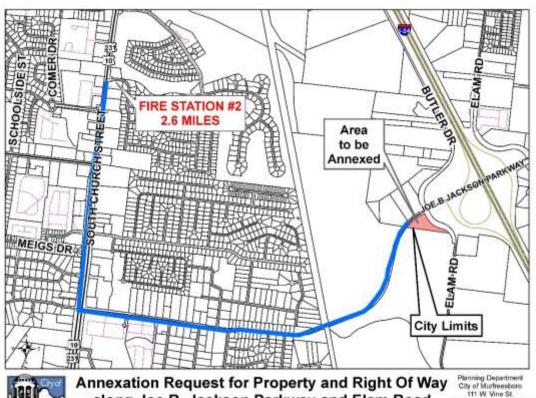
Elam Road Annexation Request Map 126 Parcel 59.02



#### FIRE AND EMERGENCY SERVICE

The study area is developed with a singlefamily residence. The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services to the study area immediately upon the effective date of annexation at no additional expense. Also, fire protection can be provided to the study area immediately upon the effective date of annexation at no additional expense.

Currently the study area is located 2.6 miles from Fire Station #2 (2880 Runnymeade Drive). The blue line on the adjacent map represents the linear distance range from the nearest fire station.



along Joe B. Jackson Parkway and Elam Road

Planning Department City of Murfreesboro 111 W. Vine St. Murfreesboro, TN 37130 www.murfreesborotn.gov

#### **SANITARY SEWER SERVICE**

Per the Department's definition of available, sanitary sewer is not available to this property requesting annexation. However, with the proposed re-development of the property, sanitary sewer will be extended, with the re-development, from an existing 15" sewer interceptor to the southeast of the property.

With regard to the City's Sewer Allocation Ordinance and the proposed zoning request of General Industrial (G-I), the property would be allotted 4.0 single family units per acre (sfu's/acre) if approved. One sfu is equivalent to 260 gallons per day (gpd). The total property acreage is 3.3. Therefore, the development would be allotted ~3,432 gpd (4.0\*260\*3.3). Any development will be required to comply with the Sewer Allocation Should the proposed Ordinance. development exceed this flow, a request for a variance must be submitted for approval, through the Planning Department, and by City Council.

To reserve sewer capacity a Will Serve letter request must be submitted to the Department. The Department will review the

request as well as the Developments effect on the downstream pump station capacity and respond with instructions and requirements to reserve capacity. Standard sanitary sewer connection fees for this tract of land as of July 1, 2020 will be \$2,550 per sfu. This property is also within the Buchanan/Elam Sanitary Sewer Assessment District. In addition to the standard sewer connection fee of \$2,550 per sfu, a charge of \$1,000 will also be assessed for each sfu equivalent.

All main line extensions and off-site sewer easements are the financial responsibility of the developer and may be extended in accordance with the Development Policies and Procedures of the Murfreesboro Water Resources Department.



#### **DRAINAGE**

#### **Public Drainage System**

The drainage systems along and within the roadway of Joe B Jackson Parkway and Elam Road are included in the study area and the properties have access to these drainage systems. Routine operation and maintenance costs for these drainage systems are included in the public roadway annualized costs.

No additional public drainage facilities are included in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

#### **Regional Drainage Conditions**

There is a high spot in the middle of the study area. Drainage flows to the ROW of both Joe B Jackson Parkway and Elam Road as well as to the property to the south.

#### **Stormwater Management and Utility Fees**

Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area and existing and new improvements will be subject to the Stormwater Utility Fee. The property currently has one single-family dwelling which would generate

approximately \$39 in annual revenue for the Stormwater Utility Fee.

The study area has a proposed zoning of General Industrial (GI). Based on this development scenario, it is anticipated that the site will generate approximately \$700 in revenue per year into the Stormwater Utility Fund upon full build out. The green lines on the adjacent map represent two-foot intervals.



#### **FLOODWAY**

The study area is not located within the 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA). The adjacent map shows the 100-year floodplain to the west of the subject property.



#### **ANNEXATION FOLLOW-UP**

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to the Tennessee Growth Policy Act, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

**RESOLUTION 21-R-A-47** to annex approximately 3.3 acres located along Joe B. Jackson Parkway and Elam Road (Tax Map 126, Parcel 59.02), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Sherri Elam Yokley, et.al., applicant [2021-514].

**WHEREAS**, the Owner(s) of the territory identified on the attached map as the "Area Annexed" have either petitioned for annexation or given written consent to the annexation of such territory; and

WHEREAS, a Plan of Services for such territory was adopted by Resolution 21-R-PS-47 on January 27, 2022; and

**WHEREAS**, the Planning Commission held a public hearing on the proposed annexation of such territory on December 1, 2021 and recommended approval of the annexation; and

**WHEREAS**, the annexation of such territory is deemed beneficial for the welfare of the City of Murfreesboro as a whole.

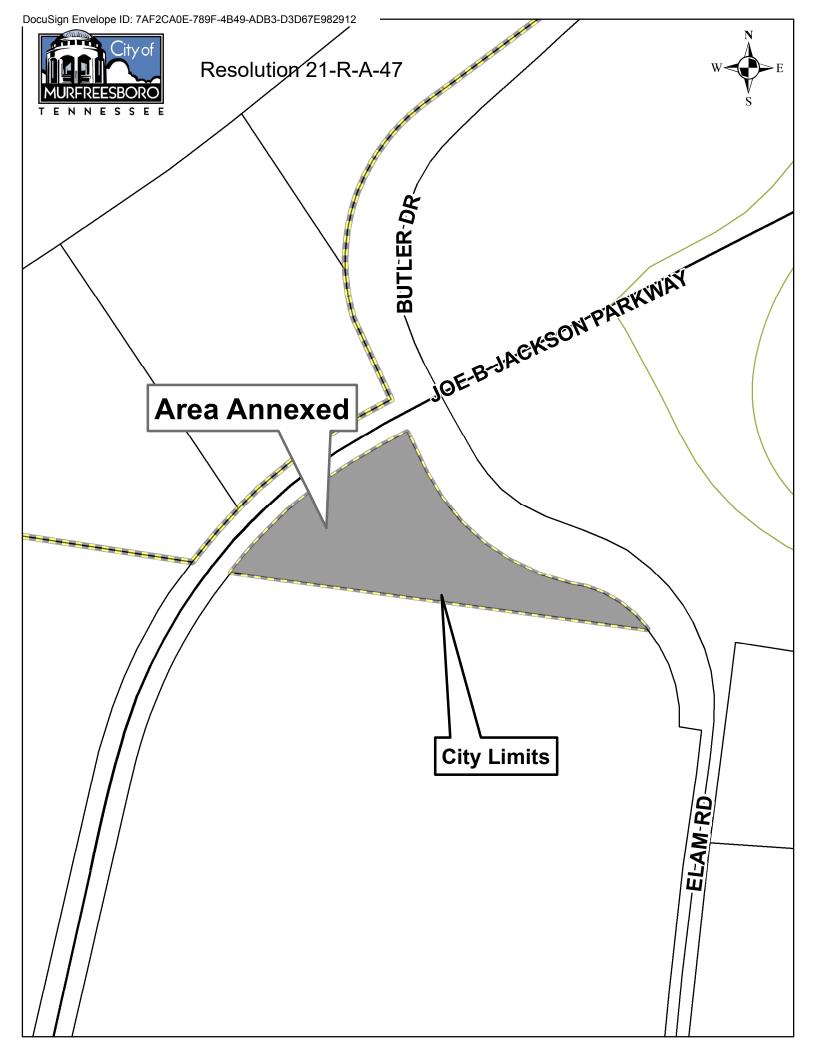
## NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the territory identified on the attached map as the "Area Annexed" is hereby annexed to the City of Murfreesboro, Tennessee and incorporated within the corporate boundaries thereof.

<u>SECTION 2</u>. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 21-OZ-47**, the public welfare and the welfare of the City requiring it.

Passed:	Shane McFarland, Mayor
ATTEST:	APPROVED AS TO FORM:
	Adam 7. Tucker
	43A2036E51F9401
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney

SEAL



#### MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 DECEMBER 1, 2021

PROJECT PLANNER: MARINA RUSH

4.g. Zoning application [2021-426] for approximately 3.3 acres located along Joe B Jackson Parkway and Elam Road to be zoned G-I simultaneous with annexation, Kimley-Horn applicant.

The subject property is a 3.3-acre parcel located along Elam Road and south of Joe B Jackson Parkway. It is currently developed with a single-family residence. The property tax map number is: Tax Map 126, Parcel 59.02. The applicant, Kelley Frank, Kimley-Horn, has submitted an application to zone the subject property to General Industrial (GI) simultaneous with the request for annexation into the City.

This industrial district is intended to provide areas in which the principal uses permitted are wholesaling, warehousing, or limited manufacturing and which are accessible to major transportation routes. The regulations of this district are designed to minimize the adverse impact such uses may have on nearby districts. The uses permitted in this district, the special uses that may be allowed in this district, and the uses for which site plan review and approval are required are listed in Chart 1 (attached).

#### **Adjacent Zoning and Land Uses**

The subject property is currently zoned RM (Residential Medium Density) in the unincorporated Rutherford County. The adjacent zoning on the properties to the east, south and west is GI in the City, and to the north is RM in the County. The properties surrounding the parcel are primarily vacant and agricultural land.

#### **Future Land Use Map**

The future land use map of the Murfreesboro 2035 Comprehensive Plan Future Land Use Map (FLUM) indicates that "Auto-Urban (General) Commercial" is the most appropriate land use character for the project area (see map below). Auto-Urban (General) Commercial character is typically the high intensity commercial businesses with a large amount of land area for operations, and is typically developed with strip commercial, commercial centers, auto-focused commercial uses, restaurants, etc. and requires a significant amount of land area due primarily to providing on-site parking.

GI zoning is a newer zoning district and was approved after the adoption of the Murfreesboro 2035 plan. As such, it is not a listed as a compatible zoning district in any of the FLUM land use designations. However, based on the land use characteristics, it would be considered consistent with the Business Park and Light Industrial land use designations. As demonstrated on the map below, the properties to the north of the subject property are designated General Commercial on the FLUM, the properties to

the east, south and west are designated Light Industrial and Business Park. The GI zoning would be consistent with the neighboring properties.

Considering the existing zoning in the immediate vicinity, Staff recommends that this is an appropriate instance to deviate from the recommendations of the FLUM and that the FLUM be revised to Light Industrial or Business Park.

#### Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



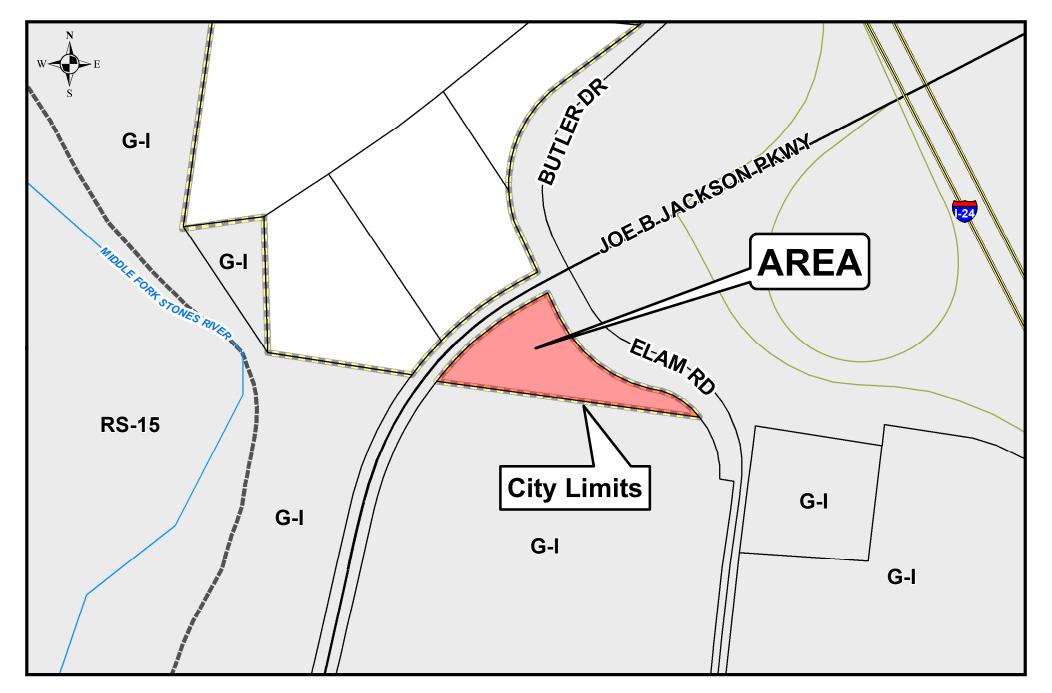
#### Recommendation:

Staff supports the zoning request to G-I for the following reasons:

- 1) G-I zoning for the subject property would be compatible with the existing G-I zoning of the surrounding properties to the east, south and west.
- 2) In addition to the industrial and business park uses noted above, the G-I zone also permits interstate-oriented commercial uses, which would also be appropriate for this location adjacent to the I-24 interchange.

#### **Action needed**

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. The Planning Commission should conduct a public hearing and discuss this matter and then formulate a recommendation for the City Council.





## Zoning Request for Property along Joe B Jackson Parkway G-I Simultaneous with Annexation

Planning Department City of Murfreesboro 111 W. Vine St. Murfreesboro, TN 37130 www.murfreesborotn.gov





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0 150 300 600 900 1,200 Feet



#### City of Murfreesboro Planning and Engineering Department

111 W. Vine Street, P.O. Box 1139 Murfreesboro, TN 37133-1139 (615) 893-6441 Fax (615) 849-2606 www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications - other than rezoning to planned un	it
development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development,	
initial or amended	\$950.00

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

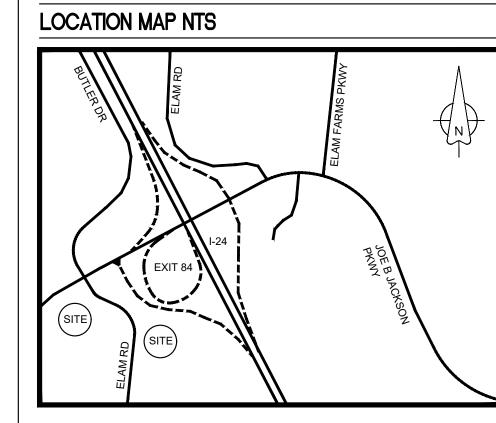
- 1. A completed rezoning application (below).
- 2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
- 3. A <u>non-refundable</u> application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by application APPLICANT: Kelley Fra			
		City/State/Zip:_Nashville, 7	N 37204
Phone: 615-564-2717	E-n	nail address: kelley.frank@kimley-	horn.com
PROPERTY OWNER: _			
Street Address or property description:33	302 Elam Road		
and/or Tax map #:	Group:	Parcel (s):	126-059.02
		ENTIAL) - RUTHERFORD COUNTY (SEE CONCURRE	
Proposed zoning classificat	ion:_G-I	Acreage: 3.3 AC	
Contact name & phone nun	_	notifications to the public (if differen	t from the
E-mail:			
APPLICANT'S SIGNATU DATE: _10/14/2021	RE (required):		****
Date received:	MPC YR.:	MPC #:	
Amount paid:		Receipt #:	-

## **ALTA/NSPS LAND TITLE SURVEY** 12TH CIVIL DISTRICT RUTHERFORD COUNTY, TENNESSEE





SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11, 13, 14, 16, 17, AND 18 OF TABLE A THÉRÉOF. THE FIELD WORK WAS COMPLETED ON JULY 26, 2021.

SCALE 1" = 200'

DATE

**YOUNG - HOBBS** AND **ASSOCIATES** 

1202 CROSSLAND AVE. CLARKSVILLE, TN 37040 PHONE 931-645-2524 FAX 931-645-2768 dave@younghobbs.com

PRELIMINARY, NOT

FOR RECORDING

OR TRANSFER

KENNETH A. BAU, RLS 2019

THE SURVEY SHOWN HEREON WAS

MADE IN ACCORDANCE WITH CHAPTER

0820-3, STANDARDS OF PRACTICE AS

ADOPTED BY THE TENNESSEE STATE

BOARD OF EXAMINERS FOR LAND

SURVEYORS.

## Kimley»Horn

Kimley Horn and Associates, Inc. 214 Oceanside Drive Nashville, TN

**ALTA/NSPS LAND TITLE** 

OWNER INFORMATION

### **SEE SHEET** ONE

12TH CIVIL DISTRICT RUTHERFORD COUNTY, TENNESSEE

DRAWN BY: KAB-CLH APPROVED BY: DATE: (FIELD) AUG-SEPT 21 DATE: (OFFICE) 9/12/2021

SHEET 1 OF 5

YHA PRO.#

#### **SURVEY NOTES:**

INFORMATION REGARDING THE PRESENCE, SIZE AND LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON. THIS INFORMATION HAS BEEN SHOWN BASED ON THE LOCATION OF ABOVE GROUND APPURTENANCES, AVAILABLE DESIGN PLANS, AND FLAGS AND PAINT PLACED BY THE UNDERGROUND PROTECTION SERVICE. NO CERTIFICATION IS MADE AS TO THE ACCURACY OF THOROUGHNESS OF THE INFORMATION CONCERNING UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON. (TN ONE CALL SYSTEM, INC. 1-800-351-111

NO PRIVATE UTILITY LOCATE WAS PERFORMED ON THIS SITE AT THE

CONTACT PROPER AUTHORITIES BEFORE BUILDING NEAR UTILITY LINES, FOR EASEMENT WIDTH AND RESTRICTIONS. UTILITIES ARE APPROXIMATE AND SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION.

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE

LIST OF ENCROACHMENTS: POSSIBLE BARN ENCROACHMENT. A TITLE REPORT WAS NOT PROVIDED TO THE SURVEYOR.

THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT IS THE SAME PROPERTY AS DEPICTED ON THE SURVEY, AND THERE ARE NO GAPS OR GORES OR OVERLAPS OR STRIPS BETWEEN THE SUBJECT PROPERTY

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN MADE USING THE RECORDED INFORMATION SHOWN, AND THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED TRAVERSE IS BETTER THAN 1:10,000 AS SHOWN

THERE WAS NO EVIDENCE OF THIS PROPERTY BEING USED AS A

THERE WAS NO EVIDENCE OF THIS PROPERTY BEING USED AS A

## TABLE A NOTES:

ITEM 2: AS PER RUTHERFORD COUNTY GIS.

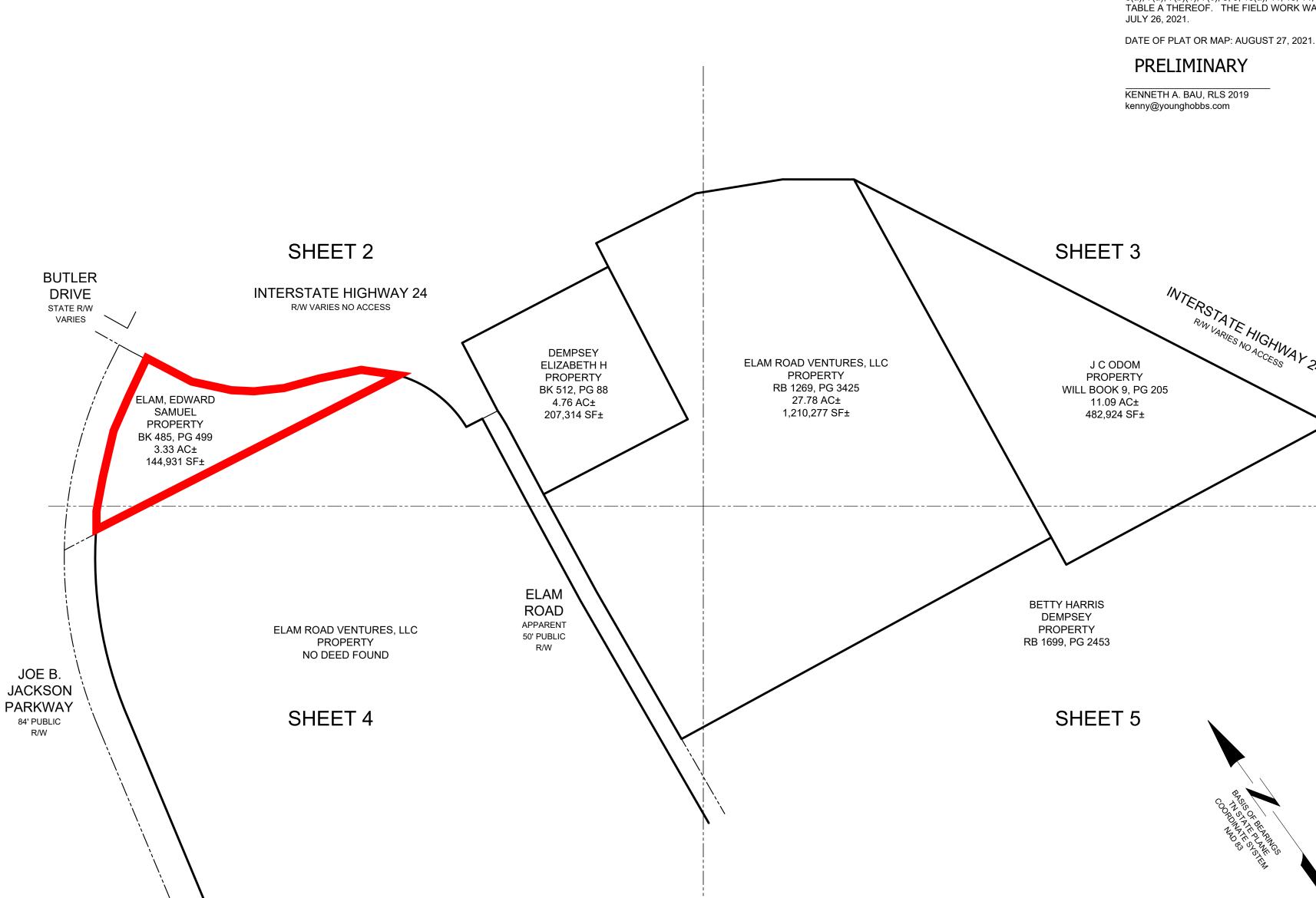
THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING ZONE DESIGNATIONS OF "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 47149C0290H AND 47149C0270H, WITH AN MAP REVISED DATE OF JANUARY 5, 2007, IN RUTHERFORD COUNTY, STATE OF TENNESSEE, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED."

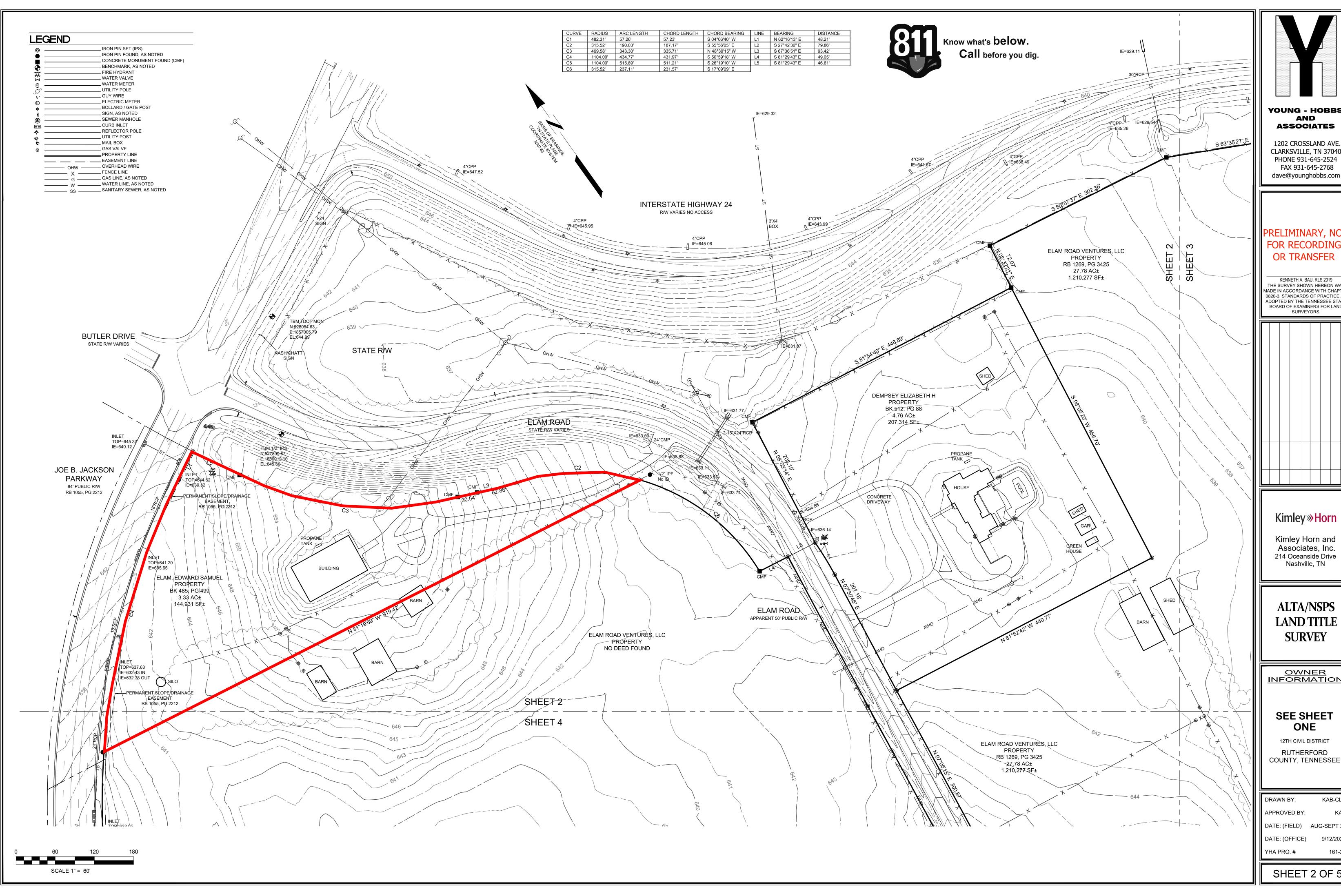
CONTOURS WERE DERIVED FROM RANDOM SHOTS AND CROSS SECTIONS AND ARE SHOWN AT ONE FOOT INTERVALS. ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS TOGETHER WITH AN OPUS SOLUTION, DATED 7/26/2021 (NAVD88,

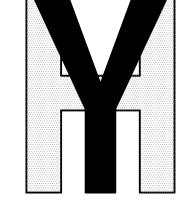
ITEM 6A: NO ZONING REPORT PROVIDED.

ITEM 16: THERE WAS NO EVIDENCE OF RECENT EARTH MOVING, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

ITEM 17: THERE WAS NO EVIDENCE OF RECENT CHANGES IN STREET RIGHT OF WAY LINES. THERE WAS NO EVIDENCE OF RECENT OR STREET SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.





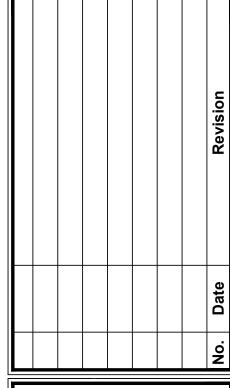


#### **YOUNG - HOBBS** AND **ASSOCIATES**

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#### PRELIMINARY, NO FOR RECORDING OR TRANSFER

KENNETH A. BAU, RLS 2019 THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH CHAPTER 0820-3, STANDARDS OF PRACTICE AS ADOPTED BY THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS.



## Kimley » Horn

Kimley Horn and Associates, Inc. 214 Oceanside Drive Nashville, TN

## **ALTA/NSPS** LAND TITLE **SURVEY**

OWNER INFORMATION

#### SEE SHEET ONE

12TH CIVIL DISTRICT RUTHERFORD

KAB-CLH APPROVED BY: DATE: (FIELD) AUG-SEPT 2° DATE: (OFFICE) 9/12/2021

161-21

SHEET 2 OF 5

Chart 1 Page 1 of 8

Revised: 08/05/2021

CHART 1.

USES PERMITTED BY ZONING DISTRICT.

APPENDIX A - ZONING

USES PERMITTED <sup>3</sup>	ZONING DISTRICTS												$\overline{}$													
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	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	8	RM 12	RM 16	RS-A	R MO	OG R	90	ا ا	CF <sup>14</sup>	CH	MU	CBD	豆	<u></u>	_	CM-RS-8	CM-R	CM	CO	
DWELLINGS					1		I		<u> </u>	1	1				0		2			10		O	10	10	10	윽
Single-Family detached	X	X	X	X	X	X	X	Х	Х	X <sup>27</sup>		Х		Х			_		_		<del>                                     </del>	X	X		X	$\vdash$
Single-Family attached or detached, zero-lot	<u> </u>	<u> </u>	<u> </u>	1		<u> </u>	, A	^	<u> </u>	<u>^</u>		<del>  ^</del>	_	_		Н	_	-			-	<del>  ^-</del>	<del>  ^</del>	-	^-	$\vdash$
line (max. 2 units attached) <sup>23</sup>					l		x	х	x	X <sup>24</sup>		x		x							1		\ \		x	1 1
Single-Family attached, townhouse <sup>25, 26, 28</sup>		$\vdash$			<u> </u>			X	x	X		<del>  ^</del>		<u>  ^</u>	_	Н		_			-	-	X	├	_	Н
Two-Family	_		_	$\vdash$	-	-	Х	x	x	<del>  ^</del>	$\vdash$	X		X		Н		_	_		<u> </u>	_	X	-	X	Н
Three-Family		<b>†</b>		1	-		<del>  ^</del>	X	x	_		x		x		Н		-		_	-	-	X	_	X	Н
Four-Family			-	_	_			x	X	_	_	x	$\vdash$	x		-	-	_	_	_	-	$\vdash$	X	_	X	$\vdash$
Multiple-Family				1	_			X <sup>21</sup>			_	_^	$\vdash$	^		$\vdash$	X <sup>21</sup>	y21			-	-	<del>  ^</del>	-	Ŷ	$\vdash$
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Accessory Apartment	S <sup>8</sup>	S <sup>8</sup>	S <sup>8</sup>	S <sup>8</sup>	S <sup>8</sup>	S <sup>8</sup>	$\vdash$		_	S <sup>8</sup>	-			_							_	_	_	_	₩	=
Accessory Dwelling Unit	3	3	3	3	13	3	-	_		5	_	v/1	v/1	v.1	v.1	v.1		1	1	1	1	_	_	_	ш	Ш
Assisted-Care Living Facility <sup>15</sup>		-	_		-	_	-					X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	Х	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>	X <sup>1</sup>				Ш	Ш
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Bed-and-Breakfast Inn	S	S	S	S	S		S	S	X	S	_	S		Χ	X	Х		Χ				S	S	S	Х	
Boarding House <sup>15</sup>	0	S	S	S	S	_	S	S	S	S		S		S	Χ	Х		Х				S	S	S	S	
Emergency Shelter	- V			L.	<u></u>		S	S	Х	Х		S		Х	Χ	Х		Х					S	S	Х	
Extended Stay Hotel/Motel	Х	X	Х	X	Х	Х	Χ	Х	Χ	Х	X	Х	Х	Х	Χ	Х	Χ	Х	Χ	Х	Х	Х	Х	Х	Х	Х
Family Crisis Shelter	-		_	-	_		_	_		_		_		_	_	X	Χ									$\Box$
Family Violence Shelter	-	-	-	-	_	-	_	_	_	_		S		S	S	S	_		S	S	S		S			
Fraternity/Sorority	$\vdash$	_	-	-	_	-		S	S	_	_	S	S	S	X	X	_	_	Х	Х	Х	_	X	S	S	
Group Shelter				_	_	-		S	S	_		S	S	S	S	S	_	_	_	_	_	_	S	S	S	-
Class I Home for the Aged <sup>15</sup>	s	S	s	s	s	s	s	X	X	Х	-	X	0	X		X	_		S	S	_	_	_	_		$\dashv$
Class II Home for the Aged <sup>15</sup>	s	S	S	s	S	3	S	ŝ	s	s		_		$\overline{}$	X		_	Х				S	S	S	S	-
Class III Home for the Aged <sup>15</sup>	-	3	-3	3	3	_	0	_		5		S	_	Х	Χ	Х		Х				S	S	S	S	_
Hotel		_		├-	_	_	_	S	S			S		S	Χ	Х	Х	Х				S	S	S	S	
Mission <sup>10</sup>	_	-		$\vdash$			_	_	-	_		_		_	_	Х	Х	Х	Χ	Х	Х			_	$\square$	_
Mobile Homes	_	_	_	_		-		-							$\perp$		_	_	S	S	S				$\square$	
Motel			_	-		<u> </u>		$\vdash$			Χ				_		Ų,				L.	Ш			$\square$	
Rooming House	-	-	_	-			S	S	_	_					_	Х	Х	<del>.,</del>	Х	Χ	Х				لبا	$\Box$
Student Dormitory				-	-	_	0	0	S	-			-		-	-	_	Х					S	S	Х	$\dashv$
Transitional Home			_	_	-		S	S	S		-	S	S		$\dashv$	-	_			-	_	$\vdash$	_	_	Х	$\dashv$
INSTITUTIONS			_			_	_	0	U	8.5		J	3			_	_	_					S	S	$\dashv$	_
Adult Day Care Center	S	<u> </u>	-	_	_				_		_							_			_					=
Adult Day Care Home	S	S	S	S	S	S	S	S	S	S	$\overline{}$	X	X	X	X	Х	Х		X	X	Х	S	Х	Х	$\square$	$\Box$
Airport, Heliport	S	S	S	S	_	S	S	S	S	S	S	Х	S	Х	Х	X	_	Х	X	X	X	Х	Х	Х	Щ	ᆜ
Cemetery, Mausoleum	S	S	S	S	S	S	S	S	_	S	_	_	$\overline{}$		-	S	_	_	S	S	S	S	S	S	S	S
ociniciory, Mausoleum	0	0	3	0	5	S	S	S	S	S	S	S	S			S			S	S	S					

X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

Chart 1 Page 2 of 8

USES PERMITTED <sup>3</sup>						Z	NINC	IG D	ISTF	RICTS	3											Г		1		
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	8	RM 12	RM 16	RS-A	R MO	OG R	90	CL	CF14	СН	MU	CBD		_		CM-RS-8	CM-R	CM	cn	
Church <sup>13</sup>	s	S	S	S	S	S	S	X	X	S	_	s	X	X	X		_	_	王	<u>ত</u>		$\overline{}$		_		<u>α</u>
College, University		-	3	3	13	3	3	-	<del>  ^</del>	3	3	X	X	X	X	Х	X	Х	Х	Х	X	S	S	X	Х	
Day-Care Center		_			$\vdash$		s	S	S	-	S	ŝ	s	X	Х	Х	Ŷ	Х		-	- V	-	X	_	Х	$\vdash$
Family Day-Care Home	S	s	S	s	s	s	S	S	S	S	S	S	3	x	x	Ŷ	<u>  ^</u>	X	X	X	X	S	S	S	<u> </u>	$\vdash$
Group Day-Care Home	S	S	S	s	s	S	s	S	S	S	S	S	_	x	x	Ŷ		x	X	x	- <del>^</del>	S	S	S	X	-
Hospital	_	Ť	Ť	Ť	Ť		۳	۳	۲	-	۳	X	X	^	^	^	Х	-	÷	X	X	X	_	S	Х	-
Lodge, Club, Country Club <sup>13</sup>	S	s	S	S	s	S	S	S	s	s	S	S	s	s	Х	Х	x	х	X	_	_	-	X	X	-	-
Mental Health Facility	_	۳	۲	۳	۳		٦	-	13	13	3	X		X	_	Ŷ	Ŷ	^	X	X	X	S	S	S	-	-
Morgue							_		_	$\vdash$		_	<u> </u>	^	_	x	x	_	x	x	X	-	X	X	-	-
Museum						T	S	s	S		_	S	S	S	Х	x	Ŷ	Х	x	x	x	S	X	S	х	S
Nursing Home							Ť	-	Ŭ			X	X	S	s	s	x	_	x	x	x	X	X	X	_	읙
Nursery School							s	s	S		s	S	S	S	S	S	x		ŝ	ŝ	ŝ	s	ŝ	s	х	-
Park	Х	Х	Х	X	Х	Х	X	X	X	Х		X	X	X	X	X	X	Х	X	X	X	X	X	X	Ŷ	$\overline{}$
Philanthropic Institution							S	S	S	-		X	X	X	X	X	X	X	X	X	x	x	x	X	x	$\hat{}$
Pet Cemetery	S	S	S					_	Ť						S	S			s	S	ŝ	^	<del>  ^-</del>	^	^	$\dashv$
Public Building <sup>13</sup>	S	S	S	S	S	s	s	s	s	S	s	S	s	Х	Х	X	Х	Х	X	X	X	S	s	s	х	-
Recreation Field <sup>13</sup>	s	s	S	S	S	S	S	S	s	S	s	S	S	X	X	x	X	^	X	X	x	S	S	S	x	$\overline{}$
Senior Citizens Center	s	S	s	S	s	s	S	X	X	S	-	X	X	x	x	Ŷ	x	-	x	X	X	S	X	X	^	
School, Public or Private, Grades K - 1213	s	s	S	S	S	S	s	s	S	S	S	S	S	X	X	x	X	Х	X	X	x	S	s		V	$\dashv$
Student Center	Ť	Ť		Ť		Ŭ	۳	S	S	-	-	S	S	ŝ	ŝ	ŝ	Ŷ	^		^	^	0	S	S	Х	$\dashv$
AGRICULTURAL USES						Self.			-			Ť	_	Ť	-	H	_	_		_			3	3	-	=
Customary General Farming	X <sup>6</sup>				X <sup>6</sup>	х			Х	Х	Х				х	X										
Crop, Soil Preparation Agricultural Services	S	S	S	S	S	S	S	S	S	S	s	_	_		X	$\hat{\mathbf{x}}$		-	x	x	x			-	<del>x</del>	쉯
Farm Labor and Management Services							Ť	Ŭ	Ť	Ť	ŭ	Χ	х	Х	x	x	_	Х	x	x	x		_	_	Ŷ	싁
Fish Hatcheries and Preserves												-		~	$\stackrel{\sim}{-}$	X	$\neg$		X	X	X		_		<del>^</del>	-
Grain, Fruit, Field Crop and Vegetable															$\neg$	^			^						$\dashv$	$\dashv$
Cultivation and Storage	Х	Х	Х	Х	Х	Х	х	х	х	х	х								х	х	х				x	
Livestock, Horse, Dairy, Poultry, and Egg																	$\neg$	$\neg$						-	<del>^</del>	$\dashv$
Products	S	S	S	S	S	S	S	S	s	s						- 1			х	х	Х				х	
Timber Tracts, Forest Nursery, Gathering of																	$\neg$		-			$\vdash$			<del>^</del>	$\dashv$
Forest Products	S	S	S	S	S	S	S	S	S	S	S								х	х	Х					
COMMERCIAL	.0				3 11	lii-1	172				14			9 1											$\dashv$	$\dashv$
Adult Cabaret																			X <sup>9</sup>				_		+	$\dashv$
Adult Entertainment Center																$\dashv$	$\neg$		X <sup>9</sup>	$\dashv$		$\vdash$	-		$\dashv$	$\dashv$
Adult Motel												-	$\neg$	-	$\dashv$	$\neg$			X <sub>9</sub>	_	_				-	$\dashv$
Adults-Only Bookstore								-			-		$\dashv$	$\dashv$		$\dashv$	-	-	X <sup>9</sup>	$\dashv$		-			-	$\dashv$
Adults-Only Motion Picture Theater						-		-				_	$\dashv$	-	$\dashv$	$\dashv$		$\dashv$	X <sup>9</sup>	$\dashv$		$\vdash$			-	$\dashv$

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Amusements, Commercial Indoor Amusements, Commercial Outdoor excluding Motorized  Amusements, Commercial Outdoor Motorized except Camivals  Animal Grooming Facility  Antique Mall  Antique Mall  Antique Shop <3,000 sq: ft.  Apothecaries (pharmaceuticals only)  Art or Photo Studio or Gallery  Automotive Repair <sup>12</sup> Bakery, Retail  Bank, Branch Office  Bank, Main Office  Ba	PERMITTED <sup>3</sup>					Z	NINC	IG D	ISTR	RICTS	S					-						Т		Т		
Amusements, Commercial Indoor Amusements, Commercial Outdoor excluding Motorized Amusements, Commercial Outdoor Motorized except Carnivals Animal Grooming Facility Antique Mall Antique Shop <3,000 sq: ft. Apothecaries (pharmaceuticals only) Art or Photo Studio or Gallery Automotive Repair <sup>12</sup> Bakery, Retail Bank, Branch Office Barber or Beauty Shop Bark, Main Office Barber or Beauty Shop Bark, Main Office Barber or Beauty Shop Book or Card Shop Business School Business School Business School Business and Communication Service Carnivals Catering Establishment Ciothing Store		-	RS 12	RS 10	RS 8		RD	RM 12	RM 16	RS-A	R MO	OG R	90	٦ 2	CF14	공 공	MU	CBD	Ŧ	5	_	SM-RS-8	SM-R	W	cn	0
Amusements, Commercial Outdoor Motorized except Carnivals  Animal Grooming Facility  Antique Shop <3,000 sq: ft.  Antique Shop <3,000 sq: ft.  Apothecaries (pharmaceuticals only)  Art or Photo Studio or Gallery  Automotive Repair <sup>12</sup> Bakery, Retail  Bank, Branch Office  Bank, Branch Office  Bank, Main Office  Bank, Main Office  Barber or Beauty Shop  Beer, Packaged  Book or Card Shop  Business School  Business School  Business School  Business And Carnivals  Carnivals  Carnivals  Carnivals  Carnivals  Ax													Г												S	-
Amusements, Commercial Outdoor Motorized except Carnivals  Animal Grooming Facility  Antique Mall  Antique Shop <3,000 sq: ft.  Apothecaries (pharmaceuticals only)  Art or Photo Studio or Gallery  Automotive Repair 12  Bakery, Retail  Bank, Branch Office  Bank, Drive-Up Electronic Teller  Bank, Main Office  Barber or Beauty Shop  Beer, Packaged  Boat Rental, Sales, or Repair  Book or Card Shop  Business School	zed					J.																				s
Anitique Mall Antique Mall Antique Shop < 3,000 sq; ft.  Apothecaries (pharmaceuticals only)  Art or Photo Studio or Gallery  Automotive Repair 12  Bank, Branch Office  Bank, Drive-Up Electronic Teller  Bank, Drive-Up Electronic Teller  Bank, Main Office  Bank, Main Office  Barber or Beauty Shop  Beer, Packaged  Boat Rental, Sales, or Repair  Book or Card Shop  Business School  Business School  Business School  Business and Communication Service  Campground, Travel-Trailer Park  Carling Establishment  Clothing Store	Carnivals																		s	s	s		1.00		Ť	Ť
Antique Mall Antique Shop <3,000 sq: ft. Apothecaries (pharmaceuticals only) Art or Photo Studio or Gallery Automotive Repair 12 Bakery, Retail Bank, Branch Office Bank, Drive-Up Electronic Teller Bank, Drive-Up Electronic Teller Bank, Drive-Up Studio or Beauty Shop Barber or Beauty Shop Boat Rental, Sales, or Repair Book or Card Shop Business School Business and Communication Service Carnivals Carnivals Carnivals Catering Establishment Clothing Store   X X X X X X X X X X X X X X X X X X	Grooming Facility														Х	Х	Х		X			-			$\vdash$	$\vdash$
Antique Shop <3,000 sq: ft.															X	Х		Х				$\vdash$	_	$\vdash$		$\vdash$
Apothecaries (pharmaceuticals only)	e Shop <3,000 sq. ft.											Х	Х	Х	Х	Х						$\vdash$	х	$\vdash$	$\Box$	$\vdash$
Art or Photo Studio or Gallery  Automotive Repair 12  Bakery, Retail  Bank, Branch Office  Bank, Drive-Up Electronic Teller  Bank, Drive-Up El	ecaries (pharmaceuticals only)											Х	Х	Х	Х	Х						x	2000	X	$\vdash$	$\vdash$
Automotive Repair 12  Bakery, Retail  Bank, Branch Office  Bank, Drive-Up Electronic Teller  Bank, Main Office  Barber or Beauty Shop  Beer, Packaged  Boat Rental, Sales, or Repair  Book or Card Shop  Business School  Business and Communication Service  Campground, Travel-Trailer Park  Carnivals  Catering Establishment  Clothing Store	Photo Studio or Gallery											Х		_	X	-	7.4			_	_	<u> </u>		<u> </u>	X	$\vdash$
Bakery, Retail	otive Repair 12														<u> </u>	-	-	-		117072411	-			Н		$\vdash$
Bank, Branch Office	, Retail													х	x			Y	57,775	7,5050		⊢	<u> </u>	$\vdash$	$\vdash$	$\vdash$
Sank, Main Office	Branch Office											Х	х									_	-	$\vdash$	$\vdash$	$\vdash$
Bank, Main Office	Drive-Up Electronic Teller												X	X		_						-		$\vdash$	$\vdash$	$\vdash$
Barber or Beauty Shop	Main Office																					-	-	$\vdash$	$\vdash$	$\vdash$
Beer, Packaged	or Beauty Shop											X	X	x	Y							⊢	-	$\vdash$	$\vdash$	-
Boak Rental, Sales, or Repair	Packaged																					$\vdash$		$\vdash$	-	$\vdash$
Sook or Card Shop	ental, Sales, or Repair											-		^			-	<u> </u>					_	$\vdash$	$\vdash$	-
Business School	r Card Shop											X	x	Y	Y		Y	v				$\vdash$	V	$\vdash$	-	-
Business and Communication Service	ss School											_										-			$\rightarrow$	-
Campground, Travel-Trailer Park         X <t< td=""><td>ss and Communication Service</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td><math>\vdash</math></td><td></td><td></td><td>Y</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>_</td><td></td><td><math>\vdash</math></td><td><math>\vdash</math></td><td>-</td></t<>	ss and Communication Service										$\vdash$			Y								_		$\vdash$	$\vdash$	-
Carnivals         S	ground, Travel-Trailer Park						_		-				_	^			^	^				_		$\vdash$	$\rightarrow$	-
Catering Establishment	als					$\vdash$				$\vdash$	$\vdash$		$\vdash$		_		-					_		$\vdash$	$\rightarrow$	ᅱ
Clothing Store	ig Establishment									_	$\vdash$	Y	Y	v	~		$\overline{}$	$\overline{}$				-		$\vdash$	_	S
	g Store										$\vdash$	^										_		$\vdash$	$\rightarrow$	$\dashv$
Coffee, Food, or Beverage Kiosk XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	, Food, or Beverage Kiosk										-	_	$\vdash$					<u>^</u>					_	-	$\rightarrow$	$\dashv$
Commercial Center Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y	ercial Center					_				_								-	_	_				-	$\rightarrow$	$\dashv$
Convenience Sales and Service, maximum	nience Sales and Service, maximum								-			_	$\vdash$	^	^	^	<del>^</del>			^		_		-	$\rightarrow$	$\dashv$
5,000 sq. ft. floor area	sq. ft. floor area													x	x	x	v l	v	v	v	v					
Crematory										$\vdash$				~	~	/\	~	^						-	$\rightarrow$	$\dashv$
Delicatessen	essen													x	х	х	x	x			1.00				$\dashv$	$\dashv$

X = Use permitted by right.
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USES PERMITTED <sup>3</sup>						Z	NINC	IG D	ISTR	ICT	S								1					_	
										Π		T	Т	Т										_	
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	8	RM 12	RM 16	RS-A	R MO	OG R	90	占	CF14	CH	MU	CBD	물	G G	5	CM-RS-8	CM-R	CM	ດວ
Department or Discount Store							1	1	-	-	<del>  _</del>	10		10	X	X	X			X	-	O	10	10	0
Drive-In Theater							$\vdash$			_		-	-	-	<u>^</u>	x	^	-	<del> </del> $\hat{x}$	Ŷ	X	-			$\vdash$
Dry Cleaning	T						-	$\vdash$		_	$\vdash$	_	-	Х	X	x	Х	Х	Ŷ	<del> </del> $\hat{x}$	x	-		$\vdash$	$\vdash$
Dry Cleaning Pick-Up Station							$\vdash$	$\vdash$			$\vdash$	_	-	x	x	x	x		x	Ŷ	x	-		$\vdash$	
Financial Service									_		_	X	Х	x	x	Ŷ	x		Ŷ	X	X	-		$\vdash$	$\vdash$
Fireworks Public Display					-				_	_	_	^	<del>  ^</del>	^	<u> </u>	-	^	^	_^	^		-		$\vdash$	
Fireworks Retailer	-				_		-	-			-		-	-	_	S	_	_	_	_	_	-	_	$\sqcup$	
Fireworks Seasonal Retailer			_				$\vdash$	-		$\vdash$	_		-	S	-	S	-	_	S	S	S	_	_	$\sqcup$	$\perp$
Flower or Plant Store							_		-			X	Х	X	Х	X	х	V	-	S	S	_	\	$\vdash$	
Funeral Home	<u> </u>						$\vdash$				-	<del>  ^</del>	<del>  ^</del>	S	^	X	X	-	X	X	X	⊢-	Х	$\sqcup$	
Garage, Parking							-	_	_	-		_	-	0	_	X	X	V	X	X	X	_	_	$\sqcup$	-
Garden and Lawn Supplies						-		-	-	<u> </u>	-	_		_	S				X	X	X	_			_
GasLiquified Petroleum, Bottled and Bulk				_				-	_	_	_		-	_	0	X	Х	Х	X	Х	Х	_			_
Gas Station			_			_	-		$\vdash$	-	_			~		X			Х	X	Х			$\square$	
General Service and Repair Shop				_	_		-	_			_	_	_	Х	Х	X	Х		X	Х	Х	_		$\blacksquare$	
GlassAuto, Plate, and Window			_			_	-			_					_	X	X	Χ	X	Х	X				
GlassStained and Leaded	$\vdash$		_	_			-	_	_		_	_		~	V	X	X		X	X	Х	_		$\square$	
Greenhouse or Nursery		-	_	_		- 11	_	-				-	_	Χ	Х	X	X	X	X	X	X			$\square$	
Group Assembly, <250 persons				_			_	_	-	_		S	S		V	X	X		X	X	Х	_			$\perp$
Group Assembly, >250 persons			_	<del>                                     </del>	-		_	_				S	S	_	X S	X	X		X	X	X	S	S	S	
Health Club			-		_		_	-	-	_	-	X	X	V		S	X	S	S	S	S	S	S	S	
Ice Retail		_				_	_	_	-	_	-	^		Х	X	X	Х	X	X	X	Х		Х	$\vdash$	
Interior Decorator		_	-			-	-	_	-		-	х	Х	V	X	X	<del>,</del>	X	X	X	X			$\sqcup$	_
Iron Work			_				_	_	-		-	^	^	Х	Х	X	Х	Χ	Х	Х	X	_	Х	$\vdash$	
Janitorial Service	_	_	_					-	-		-		_	-	V	X			Х	Х	Х				
Karate, Instruction			-	_		_	_	-	-		-	_	_	-	X	X	X	X	Х	X	X			-	
Kennels							_	-	_		-		-		Х	X	Х	Х	X	X	X			$\vdash$	
Keys, Locksmith	_			_	-	-		_	-		_	_		_	V	X	<del></del>		Х	X	Х			$\longrightarrow$	
Laboratories, Medical					-	-	_					V	<u></u>	_	X	X		Χ	X	X	X				
Laboratories, Testing					_	_	-			_		Х	Х		X	X	X		X	X	X	Х	Χ	Х	
Laundries, Self-Service		$\vdash$				-	_			_		_		<del>,  </del>	X	X	Х	_	Х	X	X				
Lawn, Tree, and Garden Service			_	_	-	-	_	-	_	_	_	-		Х	Х	X	$\dashv$		Х	Х	Х				
Liquor Store		_	_	_	$\dashv$	-		-	_			$\dashv$		_	<del></del>	X			Х	Χ	Χ				
Livestock, Auction			_	_	-	_	_	-		-		_	_		Х	Х	Х	Х	Х	Х	Χ				
Lumber, Building Material			_	$\dashv$	$\dashv$	$\dashv$	-	_		$\dashv$			_	_	_		_		Х	Х	Χ			$\Box$	
Manufactured Home Sales	_		-	-	-	-			-		_			_	_	Х	$\dashv$		Х	Х	Х				
Massage Parlor	-	-		-	_	-	-	_	$\vdash$			_		_			_		X	Х					
Massage Fallor				_															X <sup>9</sup>						

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USES PERMITTED <sup>3</sup>						Z	NINC	IG D	ISTR	ICTS	3													Т		Г
	1,0								<b>1</b> 0													6		T		┢
	15	12	10	00	9	4		RM 12	RM 16	RS-A	R MO	22			4				1			CM-RS-8	CM-R			
	RS.	RS	RS	RS	RS	RS	B B	S	2	SS	2	90	90	C	CF14	끙	⊇W	岡	토	ত		×	Ž	CM	D D	_
Motor Vehicle Sales (Automobiles)																s	s		X <sup>3</sup>	X <sup>3</sup>	X <sup>3</sup>			10	۳	屵
Motor Vehicle Sales (Other Than			-			-						$\vdash$	$\vdash$	_		-	-	_	<del>  ^-</del>	^	^	-		_	-	⊢
Automobiles)																s	s		x	x	×					ĺ
Motor Vehicle Service 12						1						$\vdash$	$\vdash$			X	X	-	X	x	X	-	_	$\vdash$	$\vdash$	⊢
Movie Theater									$\vdash$		_	$\vdash$	╁	$\vdash$	X	x	x	Х	x	x	x	-		_	$\vdash$	⊢
Music or Dancing Academy			_	_	_	<u> </u>				$\vdash$		_	$\vdash$	_	x		x	<del>  ^</del>	Ŷ	X	Ŷ	-	_	├-	-	⊢
Offices								$\vdash$	$\vdash$	$\vdash$		X	X	х	x	_	_	X	X	X	x	V5	X <sup>5</sup>	X <sup>5</sup>	$\vdash$	$\vdash$
Optical Dispensaries	+		<u> </u>					_	_	$\vdash$	_	x	x	^	Ŷ	x	Ŷ	x	<del>-</del>	X	X	X	X	X	<u> </u>	$\vdash$
Pawn Shop					$\vdash$					_	_	_		-	<u> </u>	x	^	Ŷ	X	X	X	^		<u> </u>	-	$\vdash$
Personal Service Establishment											$\vdash$	_		Х	Х		Х	x	Ŷ	x	X	-	-	<del>  -  </del>	$\vdash$	$\vdash$
Pet Crematory				-	$\vdash$	_				_			_		^	_	^	<u> </u>	ŝ	ŝ	ŝ	_	_	<del></del>	$\vdash$	$\vdash$
Pet Funeral Home							$\vdash$	-			_				Х	Х	-		X	X	X	_	-	-		$\vdash$
Pet Shops									-						x	x	Х	Х	x	x	x	-	-	-	$\vdash$	$\vdash$
Pharmacies										_		Х	х	Х	X			X	x	x	x	Х	x	Х	$\vdash$	_
Photo Finishing										_			<u> </u>	X	X	x		x	x	x	x	^	<del>  ^</del>	-	$\vdash$	$\vdash$
Photo Finishing Pick-Up Station														X	X	x		^	X	$\frac{x}{x}$	x		-	$\vdash$	$\vdash$	_
Radio, TV, or Recording Studio													$\vdash$			X	X	Х	X	$\frac{\hat{x}}{x}$	X		_	$\vdash$	$\vdash$	_
Radio and Television Transmission Towers															S	s		S	S	S	s		_	$\vdash$	S	_
Rap Parlor																		Ŭ	X <sup>9</sup>					$\vdash$	-	_
Reducing and Weight Control Service												Х	Х	Х	Х	х	Х	х	x	Х	X	Х	Х	х	$\vdash$	_
Restaurant and Carry-Out Restaurant										-	-			X	X	X	X	x	$\hat{\mathbf{x}}$	X	x	<u> </u>	^	<u> </u>	$\vdash$	
Restaurant, Drive-In											_					$\hat{\mathbf{x}}$		<u> </u>	x	X	x		_	$\vdash$	$\vdash$	_
Restaurant, Specialty											_			Х	Х	X	Х	Х	$\frac{\hat{x}}{x}$	$\frac{\lambda}{X}$	x	-		$\vdash$	$\vdash$	_
Restaurant, Specialty -Limited												S	s	X	X		X	x	X	X	x	S	S	s	-	_
Retail Shop, other than enumerated											-		-					^				-	-	-	$\vdash$	_
elsewhere								1							Х	x	Х	x	х	х	х					
Salvage and Surplus Merchandise																$\hat{\mathbf{x}}$		~	X	X	X		-	$\vdash$	$\neg$	_
Sauna																			X <sup>9</sup>					-	$\vdash$	_
Sheet Metal Shop						Į.				_	-		$\vdash$			Х			x	Х	Х			$\vdash$		_
Shopping Center, Community													$\vdash$			x	X	$\vdash$	$\hat{\mathbf{x}}$	x	$\hat{\mathbf{x}}$				$\longrightarrow$	-
Shopping Center, Neighborhood													$\vdash$	$\neg$	Х	X	X		$\hat{\mathbf{x}}$	X	X			$\vdash$	-	_
Shopping Center, Regional											-			_			$\hat{\mathbf{x}}$	$\vdash$	$\hat{\mathbf{x}}$	X	X				$\dashv$	_
Specialty Shop												Х	Х	х	Х	X	$\hat{\mathbf{x}}$	Х	X	X	X	-	Х	$\vdash$	-	_
Tavern																$\hat{\mathbf{x}}$		X	X	$\hat{\mathbf{x}}$	X		^	$\vdash$	$\neg$	_
Taxidermy Studio														$\neg$	$\neg$	S		-	ŝ	ŝ	ŝ			$\vdash$	$\dashv$	_
Towing 12										$\neg$				$\neg$	-	X			X	X	X		_	$\rightarrow$	$\dashv$	_

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USES PERMITTED3						Z	NINC	IG D	ISTF	RICTS	S	_									1	Т		Т		
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	82	RM 12	RM 16	RS-A	R MO	0G R	O		CF <sup>14</sup>	_	_	CBD				CM-RS-8	CM-R	_		
Veterinary Office	182	182	N.	2	2	l œ	2	2	8	ď	œ					끙	₹	Ö	포	ত	コ	S		S	2	۵
Veterinary Office Veterinary Clinic	-	-	-	-	-		_	_	_	⊢	_	Х	X	Х	X	Х	Х		X	X	X		X			
Veterinary Hospital	-	-	-	-	-	-	-	<u> </u>	-	-	_	-	_		X	Х	X		Х	Х	X					
Vehicle Sales (Non-Motorized)	+	-	-	-	-	-	-	_	-	-	-		_	_	_	X	Х		X	X	X				Ш	
Vehicle Wash	+	-	-	-	_	-	-	_	-	-	_	_	_	ļ.,	<u> </u>	X	X		X	X	X					$\square$
Video Rental	+-	+	$\vdash$	-	-	-	-	_	-	_	-	-	-	X		X	X	ļ.,	Х	X	X	_		$\square$	Ш	$\Box$
Wholesaling	-	-	-	-	_	-	-		├	-	-	-	-	Х	Х	X	Х	X	X	X	X	_			$\Box$	
Wireless Telecommunications Towers,	+-	+	-	-	-	1	-		-	-		-		_		Х	_	Х	Х	Х	Х	<u> </u>			Ш	$\square$
Antennas <sup>17</sup>	١,	١,	١,	_	١.	١_	١.		١	_						-								1		
Wrecker Service, Wrecker Storage Yard 12	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
INDUSTRIAL			Water Control			l l			_	_						Х			Х	Х	X					
Manufacture, Storage, Distribution of:	27 15 2	01111	25115			13.22	P. Lake	50000		1		1967	1000	X	2000	2004	4,35	1880		WE ST	1-25		1100	hui		ÜBJ
Abrasive Products	10.000	ENE	TREES.	11.35	STEEL!	H. H.	Barry	16758	State !	3.00	25-0	286	199			74H	5.DF	index.				GF)	Part H	built	100	î î.u
		-	-	-	_	_		_		<u> </u>	_	_	_		_				X	X					$\Box$	
Alcoholic Beverage Manufacture Asbestos Products	_	_		_		_													X <sup>20</sup>	X <sup>20</sup>						
	_	_	_		_														S						$\Box$	
Automobile Dismantlers and Recyclers <sup>7</sup>																			S <sup>7</sup>						П	
Automobile Manufacture																			Х	Х						$\neg$
Automobile Parts and Components		1																								$\neg$
Manufacture	_																		Х	Х						
Automobile Seats Manufacture																			Х	X					$\Box$	$\neg$
Bakery Goods, Candy						1													X	Х	X				$\Box$	$\neg$
Boat Manufacture																			Х	Х						$\neg$
Bottling Works																			Х	Х	Х					$\neg$
Brewery																			Х	Х					$\Box$	
Canned Goods																			Х	Х					$\neg$	$\neg$
Chemicals						1													Х						$\neg$	$\neg$
Composting Facility																			S						S	$\neg$
Contractor's Storage, Indoor																Х		Х	Х	Х	Х			$\Box$		
Contractor's Yard or Storage, Outdoor																Х		Х	Х	Х	Х			$\Box$	$\neg$	$\neg$
Cosmetics																			Х	Х	Х					$\neg$
Custom Wood Products																		Х	Х	Х	Х			$\Box$	$\neg$	$\neg$
Electrical or Electronic Equipment,																								$\Box$		$\neg$
Appliances, and Instruments																			X	Х	Х			1		
Fabricated Metal Products and Machinery																			Х	Х	Х					$\neg$
Fertilizer																			Х					$\Box$		$\dashv$
Food and Beverage Products except animal																									$\neg$	П
slaughter, stockyards, rendering, and brewery																			х	х	x					

**APPENDIX A - ZONING** 

Revised: 08/05/2021

X = Use permitted by right.
S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

Chart 1 Page 7 of 8

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USES PERMITTED <sup>3</sup>						Z	NINC	IG D	ISTR	CICTS	3															
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	OG R	90	٦ 2	7F14	<u>ب</u>	Q.	CBD	豆	Б	_	CM-RS-8	CM-R	CM	CU	
Furniture and Fixtures							Ī										_	_	X	X		10	10	10	뜬	-
Jewelry						T			_		1	$\vdash$	$\vdash$				_		X	X	X	-	_	$\vdash$	⊢	⊢
Leather and Leather Products except tanning							$\vdash$	_	-		_			_	-	_		-	_^	^	-	-	-	_	₩	$\vdash$
and finishing		1			1	1	l												х	x	x					
Leather and Leather Products, Tanning and								$\vdash$	_	_								_		_^	<del>  ^</del>	-	-	_	H	-
Finishing							l		l										х							
Lumber and Wood Products					$\vdash$		$\vdash$	_	_		$\vdash$			-	-	_		-	x	Х	_	_	_	_	$\vdash$	$\vdash$
Mobile Home Construction				-	$\vdash$		$\vdash$			-		-	_	-	_	_	-		$\hat{\mathbf{x}}$	^		_		_	$\vdash$	_
Musical Instruments		_		-			_		_			-		-	_	_	_		$\frac{\lambda}{X}$	-		_	_		$\vdash \vdash$	_
Office/Art Supplies				_	_	_	_		_	_		-	_	$\vdash$	_	_	-	_		X	X			$\vdash$	$\vdash$	_
Paints			_	_	-		_	-	-	_		_	$\vdash$	_	-	-		-	X	X	Х	_	<u> </u>		$\sqcup$	⊢
Paper Mills						-	_		-	_	_	_	-	-	_	-	_	_	X	Х	_			$\vdash$	$\vdash$	<u> </u>
				_		_	┢			-	_	_	_	$\vdash$			_	_	S			_	_	$\vdash$	ш	<b>—</b>
Paper Products excluding paper and pulp mills																			v	\ ,						
Petroleum, Liquified Petroleum Gas and Coal				-			_		-		-	_	-	$\vdash$		_		_	X	Х	-	_		$\vdash \vdash$	$\square$	_
Products except refining																			_							
Petroleum and Coal Products Refining		_				-	$\vdash$		-		_		_	-	_	$\vdash$	_		S	_	_	_		$\vdash$	$\vdash$	_
Pharmaceuticals			$\vdash$	_		-	_			-		-	-	-	_	_	-							$\vdash$	$\vdash$	_
Photographic Film Manufacture				-		-				_	-		_	$\vdash$		-		-	X	X	Х			$\vdash$	$\vdash$	_
Pottery, Figurines, and Ceramic Products	-			_	_				-	_	_	_	_	-	-	-	-		X	X		_		igwdapsilon	$\vdash$	_
Primary Metal Distribution and Storage										_	_	_	-	$\vdash$		-	$\dashv$	$\dashv$	X	X	Х			$\vdash$	$\vdash$	_
Primary Metal Manufacturing					_			_	_	_	-	_	_	$\vdash$	_	_	$\dashv$	-	X	X		<u> </u>		$\vdash$	$\vdash \vdash$	_
Printing and Publishing	_	$\vdash$			_		_			_	-		-	-	_	Х	$\mathbf{x}$		X			_	_	$\vdash$	$\vdash \vdash$	_
Rubber and Plastic Products except rubber or				_		_	$\vdash$	_		_	_	-	-	-	_	^	-	Х		X	Χ	_		$\vdash$	$\vdash$	_
plastic manufacture																	- 1		, l						ıl	
Rubber and Plastic Products, Rubber and	_			_	_			_	$\vdash$	_	_	-		-	_	_	$\dashv$	-	X	Х				$\vdash$	$\vdash \vdash$	_
Plastic Manufacture																	- 1	- 1		, l					iΙ	
Saw Mills		_	_	-	_		_	_	$\vdash$	-		-	-	-	_		$\dashv$	-	X	Х		_		$\vdash$	$\vdash \vdash$	_
Scrap Processing Yard		_	_	_		<del>                                     </del>	_		-	_	-	-	-			-	_	$\dashv$	X			_		$\vdash$	$\vdash$	_
Scrap Metal Processors				_				_	-	_		_			-	_	_	-	S	_				-	$\vdash$	
Scrap Metal Distribution and Storage	_		_	_	_			_	-	_		-		_	-	_	-	-	S					$\vdash$	$\vdash$	
Secondary Material Dealers				-	_	-	-	-	-	_	_		_	_	-	_		-	S					$\vdash$	$\vdash$	_
Silverware and Cutlery			_	_		-	_	-		-	-	_		-	_	-	-		S			$\Box$		$\vdash$	$\dashv$	
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Sporting Goods		_	_			_	_	$\vdash$	$\vdash$	-				-		_	-	_	X	X				-		
Stone, Clay, Glass, and Concrete Products					_			-		-		$\dashv$		-		-	-	$\rightarrow$	X	X	Χ			-	$\rightarrow$	
Textile, Apparel Products, CottonFactoring,				-	_			-		-				$\dashv$	-		-	_	Х	Х				$\square$	_	_
Grading																			νI	v	v					
Textile, Apparel Products, Cotton Gin						_				-			_	$\vdash$	$\dashv$	-	$\rightarrow$	-	X	X	Χ	-	_	$\rightarrow$	_	$\dashv$
				_					-										^	Λ.						

X = Use permitted by right.
S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

Chart 1 Page 8 of 8

USES PERMITTED <sup>3</sup>						Z	ИИС	IG D	ISTR	ICT	S														T
	RS 15	RS 12	RS 10	RS 8	RS 6	RS 4	RD	RM 12	RM 16	RS-A	R MO	JG R	90	7	`F¹4	HJ.	J.	CBD	로	<u>15</u>	5	CM-RS-8	CM-R	CM	CO
Tire Manufacture	T										1						_		X	X	-	10	10	10	+6
Tobacco Products												$\vdash$					$\vdash$	$\vdash$	X	X		+	+-	1	+
Toiletries																	$\vdash$	$\vdash$	X	X	X	-	$\vdash$	+	+
Transportation Equipment						Į.							$\vdash$			_	$\vdash$	$\vdash$	X	X	<del>  x</del>	+	-	+	+
Warehousing, Transporting/Distributing 18																			X	X	X	$\vdash$	1	-	+
TRANSPORTATION AND PUBLIC UTILITIES						Î													^	^	l^				+
Bus Terminal or Service Facility	Ť		T				T		<u> </u>							Х		┢	X	X	X	+	$\vdash$	┿	+
Garbage or Refuse Collection Service									_	$\vdash$		$\vdash$	<u> </u>					<u> </u>	x	Î	<del>  ^</del>	$\vdash$	$\vdash$	$\vdash$	+
Refuse Processing, Treatment, and Storage Gas, Electric, Water, Sewerage Production and/or Treatment Facility						E E													s						
Landfill <sup>19</sup>	_	_		_				-		_	-	_	-	_	-	_	_		X	X	S	+-	├	-	+
Post Office or Postal Facility	+-	-		-		-	-	-	_	_	-	_	_	<u></u>	· ·				S			_			_
Telephone or Communication Services	+	$\vdash$	<del> </del>	$\vdash$		-	-	-	$\vdash$	-	_	_	-	Х	X	X	X		X	X	X	_	_		_
Electric Transmission, Gas Piping, Water Pumping Station	s	s	s	s	s	s	s	s	s	s	s			Ţ				X	X	X	X	$\vdash$			+
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reight Terminal, Service Facility		_						<u> </u>		_		_	$\vdash$	$\vdash$	_	Ŷ			X	X	X	-	_	-	╄
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Home Occupations	S <sup>11</sup>	Q11		$ _{x} $			х					011	S <sup>11</sup>	C11	Į.										
Junkyard	1	Ť	Ť	Ť	<u> </u>	_	_	Ŭ	$\vdash$	<u> </u>	-	_	_				^		S		-	0	0	5	╀
Recycling center												_	_	$\vdash$	_	s			X	X	Х	$\vdash$	-	-	+
Self-Service Storage Facility 16												_		s	s	х	s		X	X	X		_		╁
Wholesale Establishments									$\vdash$	_	_	_		3	0	x	0	Х	X	X	X	$\vdash$	_	-	+
Temporary Mobile Recycling Center	_	_		_	_		_	_	-				_		s	ŝ		^	S	s	S				s

X = Use permitted by right.

S = Use requiring site plan review and approval subject to the issuance of a special use permit in accordance with the provisions of Sections 8 and 9 of this article.

6:00 P.M.

**CITY HALL** 

#### MEMBERS PRESENT

Kathy Jones, Chair Ken Halliburton, Vice-Chair Jami Averwater Rick LaLance Chase Salas Warren Russell Shawn Wright

#### STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Michele Emerson, City Engineer
Sam Huddleston, Executive Dir. Dev. Services

#### 1. Call to order.

Chair Kathy Jones called the meeting to order at 6:00 p.m.

#### 2. Determination of a quorum.

Chair Jones determined that a quorum was present.

#### 3. Old Business:

#### On Motion

Revisions to Murfreesboro Street Design Specifications [2021-802], City of Murfreesboro Public Infrastructure Department applicant. Ms. Michele Emerson presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference. Ms. Emerson provided the Planning Commission with an updated table.

There being no further discussion, Mr. Rick LaLance moved to adopt the revisions to Murfreesboro Street Design Specifications to go into effect January 1, 2022, including incorporating the updated information which had been distributed before the meeting. The motion was seconded by Mr. Shawn Wright and carried by the following vote:

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the annexation petition; therefore, Chair Jones closed the public hearing.

There being no further discussion, Mr. Chase Salas moved to approve the annexation petition subject to all staff comments; the motion was seconded by Mr. Rick LaLance and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

Zoning application [2021-426] for approximately 3.3 acres located along Joe B Jackson Parkway and Elam Road to be zoned G-I simultaneous with annexation, Kimley-Horn applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Ms. Kelley Frank (design engineer) was in attendance to represent the application.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Jones closed the public hearing.

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Mr. Warren Russell and carried by the following vote:

9

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

Annexation petition and plan of services [2021-515] for approximately 1.7 acres located along New Salem Highway, Estate of William Ognio applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer) and Mr. Chris Bratcher (owner's representative) were in attendance to represent the application.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the annexation petition; therefore, Chair Jones closed the public hearing.

There being no further discussion, Mr. Warren Russell moved to approve the annexation petition subject to all staff comments; the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

**ORDINANCE 21-OZ-47** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 3.3 acres located along Joe B. Jackson Parkway and Elam Road as General Industrial (G-I) District simultaneous with annexation; Kimley-Horn, applicant [2021-426].

### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

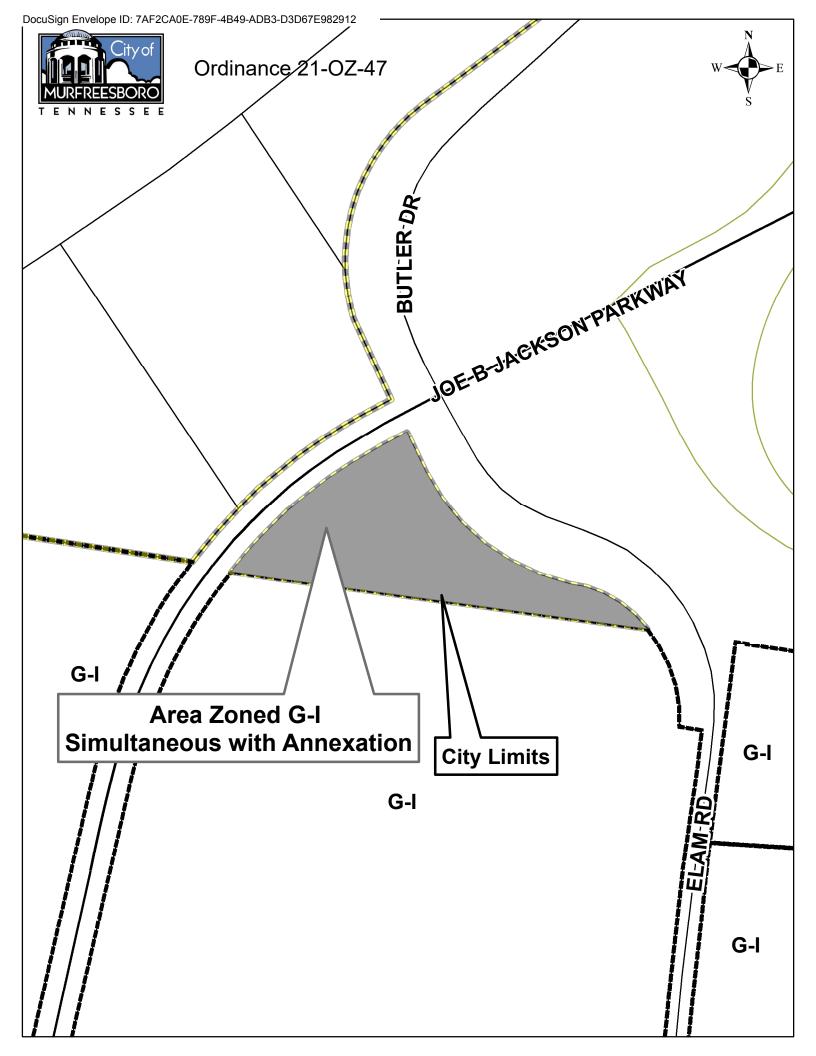
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone the territory indicated on the attached map.

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved General Industrial (G-I) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Shane McFarland, Mayor
APPROVED AS TO FORM:
DocuSigned by:
Adam 7. Tucker 430,2036F64F0401
Adam F. Tucker
City Attorney

SEAL



#### **COUNCIL COMMUNICATION**

Meeting Date: 01/27/2022

**Item Title:** Plan of Services, Annexation, and Zoning for property along New

Salem Highway

[Public Hearings Required]

**Department:** Planning

Presented By: Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:** 

Ordinance	$\boxtimes$	
Resolution	$\boxtimes$	
Motion		
Direction		
Information		

#### Summary

Annexation of approximately 1.7 acres and zoning of approximately 6.7 acres located along New Salem Highway.

#### **Staff Recommendation**

Conduct a public hearing and approve the Plan of Services and the requested annexation.

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the plan of services, annexation, and the zoning request.

#### **Background Information**

Melissa Ognio Barnett has initiated a petition of annexation [2021-515] for approximately 1.7 acres located along New Salem Highway. The City developed its plan of services for this area. Additionally, Melissa Ognio Barnett presented to the City a zoning application [2021-430] for 6.7 acres to be zoned CF (Commercial Fringe District) and PCD (Planned Commercial District). During its regular meeting on December 1, 2021, the Planning Commission conducted public hearings on these matters and then voted to recommend their approval.

#### **Council Priorities Served**

Improve Economic Development

This rezoning will enable commercial development which, upon development, could create jobs for the community and generate tax revenue for the City.

#### Expand Infrastructure

The proposed development will include the extension of Foxcroft Road west to Cason Lane, giving the adjacent neighborhoods an additional route to arterial roadways.

#### **Attachments:**

- 1. Resolution 21-R-PS-48
- 2. Resolution 21-R-A-48
- 3. Ordinance 21-OZ-48
- 4. Maps of the area
- 5. Planning Commission staff comments from 12/01/2021 meeting
- 6. Planning Commission minutes from 12/01/2021 meeting
- 7. Plan of services
- 8. The Ognios at Foxcroft PCD pattern book
- 9. Other miscellaneous exhibits

#### MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 NOVEMBER 17, 2021

PROJECT PLANNER: MARINA RUSH

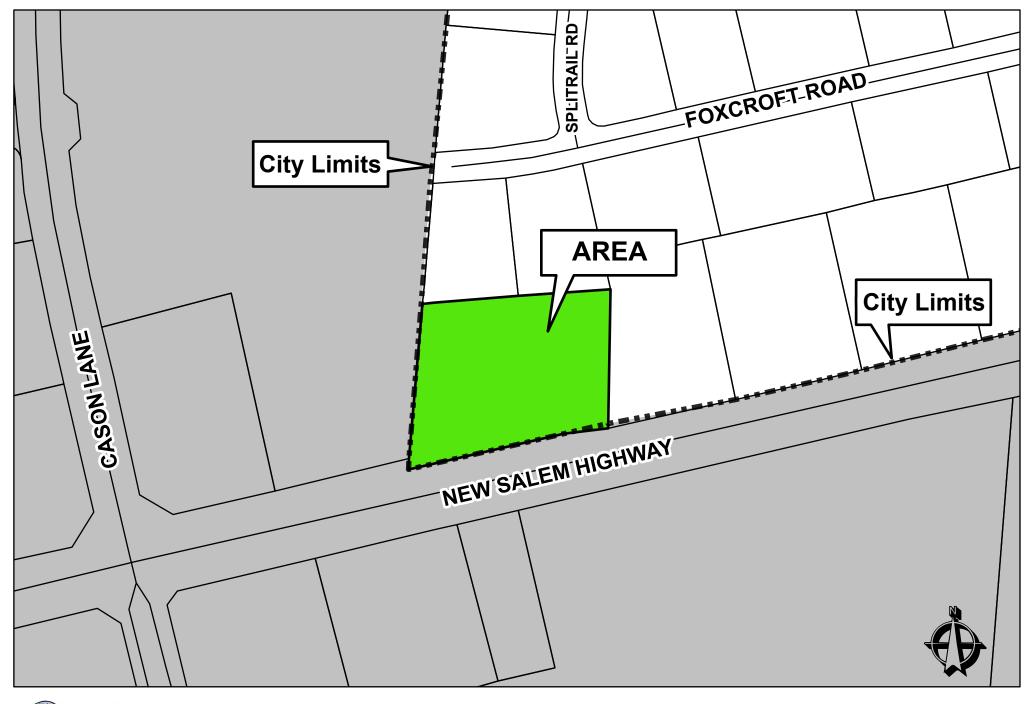
4.h. Annexation petition and plan of services [2021-515] for approximately 1.7 acres located along New Salem Highway, Estate of William Ognio applicant.

The property owner, the Estate of William Ognio, has submitted a petition requesting its property be annexed into the City of Murfreesboro. The subject property is 1.7 acres, located along the north side of New Salem Highway and east of Cason Lane. The property tax map number is: Tax Map 114, Parcel 5.00. The requested property is currently developed with a single-family residence. Simultaneous with this application is a request to zone the property to Commercial Fringe (CF) district.

Staff has prepared a Plan of Services for the proposed annexation to study annexation of the property in its current state with one residence and for potential future commercial and residential development. It is contiguous to the City limits along the southern and western property lines. The Plan of Services is attached to this staff report for the Planning Commission's review. City services can be provided to the study area upon annexation.

#### **Action Needed:**

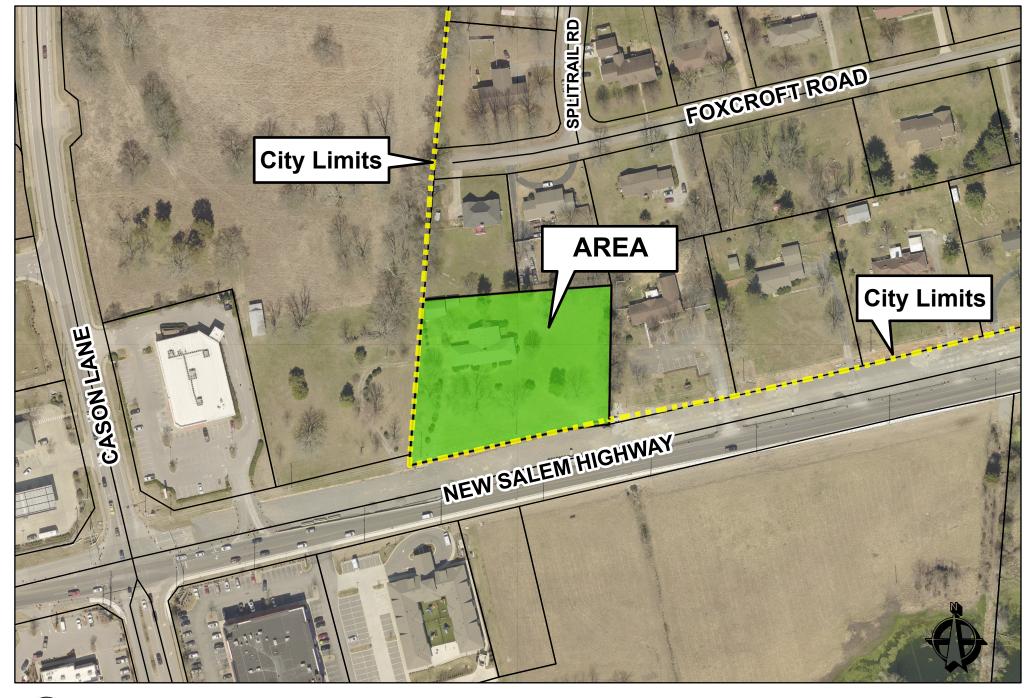
The Planning Commission will need to conduct a public hearing and then discuss this matter, after which it will need to formulate a recommendation to the City Council.





#### Annexation Request for Property along New Salem Highway

0 95 190 380 570 US Feet Planning Department City of Murfreesboro 111 West Vine St Murfreesboro, TN 37130 www.murfreesborotn.gov





#### Annexation Request for Property along New Salem Highway

0 95 190 380 570 US Feet Planning Department City of Murfreesboro 111 West Vine St Murfreesboro, TN 37130 www.murfreesborotn.gov

#### PETITION FOR ANNEXATION BY THE CITY OF MURFREESBORO

The undersigned is the only owner / are all of the owners of the property identified in the attached legal description (including street address and tax map / parcel number), and hereby petitions the City of Murfreesboro to annex such property into the City.

Signatures must be by owners or those with an appropriate written Power of Attorney from an owner. If the owner is not an individual (eg. corporation, trust, etc.), list the entity's name, the name of the individual signing on behalf of the entity and the status of the individual (eg. president, trustee, partner). If you are signing this Petition based on a Power of Attorney, you must also attach a copy of the Power of Attorney.

11

1. Melissa Ognio	Barnett	
Printed Name of Owner (and Owner	's Representative, if Owner is an	
Signature Alba D. Barne	Status: On Ner	Date: 10-10-21
141 Woodva	de Dr., Henderson	wille TN 37075
Mailing Address (if not address of pro	operty to be annexed)	
2		
2. Printed Name of Owner (and Owner'	's Representative, if Owner is an	entity)
Signature:		
Mailing Address (if not address of pro	operty to be annexed)	3
3.		
Printed Name of Owner (and Owner's	s Representative, if Owner is an	entity)
Signature:	Status:	Date:
Mailing Address (if not address of pro	operty to be annexed)	
4.		
4. Printed Name of Owner (and Owner)	s Representative, if Owner is an	entity)
Signature:	Status:	Date:
Mailing Address (if not address of pro	operty to be annexed)	
	additional signature pages if nec	essary)
,		
Legal Des	scription is attached:	Yes
Power of Attorney a	opplies and is attached:	Yes No

6:00 P.M.

**CITY HALL** 

#### MEMBERS PRESENT

Kathy Jones, Chair Ken Halliburton, Vice-Chair Jami Averwater Rick LaLance Chase Salas Warren Russell Shawn Wright

#### STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Michele Emerson, City Engineer
Sam Huddleston, Executive Dir. Dev. Services

#### 1. Call to order.

Chair Kathy Jones called the meeting to order at 6:00 p.m.

#### 2. Determination of a quorum.

Chair Jones determined that a quorum was present.

#### 3. Old Business:

#### On Motion

Revisions to Murfreesboro Street Design Specifications [2021-802], City of Murfreesboro Public Infrastructure Department applicant. Ms. Michele Emerson presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference. Ms. Emerson provided the Planning Commission with an updated table.

There being no further discussion, Mr. Rick LaLance moved to adopt the revisions to Murfreesboro Street Design Specifications to go into effect January 1, 2022, including incorporating the updated information which had been distributed before the meeting. The motion was seconded by Mr. Shawn Wright and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

Annexation petition and plan of services [2021-515] for approximately 1.7 acres located along New Salem Highway, Estate of William Ognio applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer) and Mr. Chris Bratcher (owner's representative) were in attendance to represent the application.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the annexation petition; therefore, Chair Jones closed the public hearing.

There being no further discussion, Mr. Warren Russell moved to approve the annexation petition subject to all staff comments; the motion was seconded by Vice-Chairman Ken Halliburton and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

MINUTES OF THE **MURFREESBORO PLANNING COMMISSION** 

**DECEMBER 1, 2021** 

Chase Salas

Shawn Wright

Nay: None.

Zoning application [2021-430] for approximately 1.7 acres located along New Salem

Highway to be zoned to CF simultaneous with annexation, approximately 2.8 acres to

be rezoned from OG and CF to PCD (The Ognios at Foxcroft PCD), and

approximately 2.2 acres to be rezoned from OG to CF, Melissa Ognio Barnett

applicant. Ms. Marina Rush presented the Staff Comments regarding this item, a copy

which is maintained in the permanent files of the Planning Department and is incorporated

into these Minutes by reference.

Mr. Matt Taylor (design engineer) and Mr. Chris Bratcher (owner's representative) were

in attendance to represent the application. Mr. Taylor gave a PowerPoint presentation of

the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning

Department and incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against

the zoning application; therefore, Chair Jones closed the public hearing.

There being no further discussion, Ms. Jami Averwater moved to approve the zoning

application subject to all staff comments; the motion was seconded by Mr. Shawn Wright

and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Chase Salas

11

**RESOLUTION 21-R-PS-48** to adopt a Plan of Services for approximately 1.7 acres located along New Salem Highway, Estate of William Ognio, applicant [2021-515].

WHEREAS, the Owner(s) of the territory identified on the attached map as the "Area to be Annexed" have either petitioned for annexation or given written consent to the annexation of such territory; and,

**WHEREAS**, a proposed Plan of Services for such territory was prepared and published as required by T.C.A. §6-51-102 and T.C.A. §6-51-104; and,

WHEREAS, the proposed Plan of Services was submitted to the Murfreesboro Planning Commission on December 1, 2021 for its consideration and a written report, at which time the Planning Commission held a public hearing and thereafter recommended approval of the Plan of Services to the City Council; and,

WHEREAS, a Public Hearing on the proposed Plan of Services was held before the City Council of the City of Murfreesboro, Tennessee on January 27, 2022, pursuant to a Resolution passed and adopted by the City Council on December 16, 2021, and notice thereof published in <u>The Murfreesboro Post</u>, a newspaper of general circulation in said City, on January 11, 2022; and,

WHEREAS, the Plan of Services for the territory identified on the attached map as the "Area to be Annexed" establishes the scope of services to be provided and the timing of such services and satisfies the requirements of T.C.A. §6-51-102.

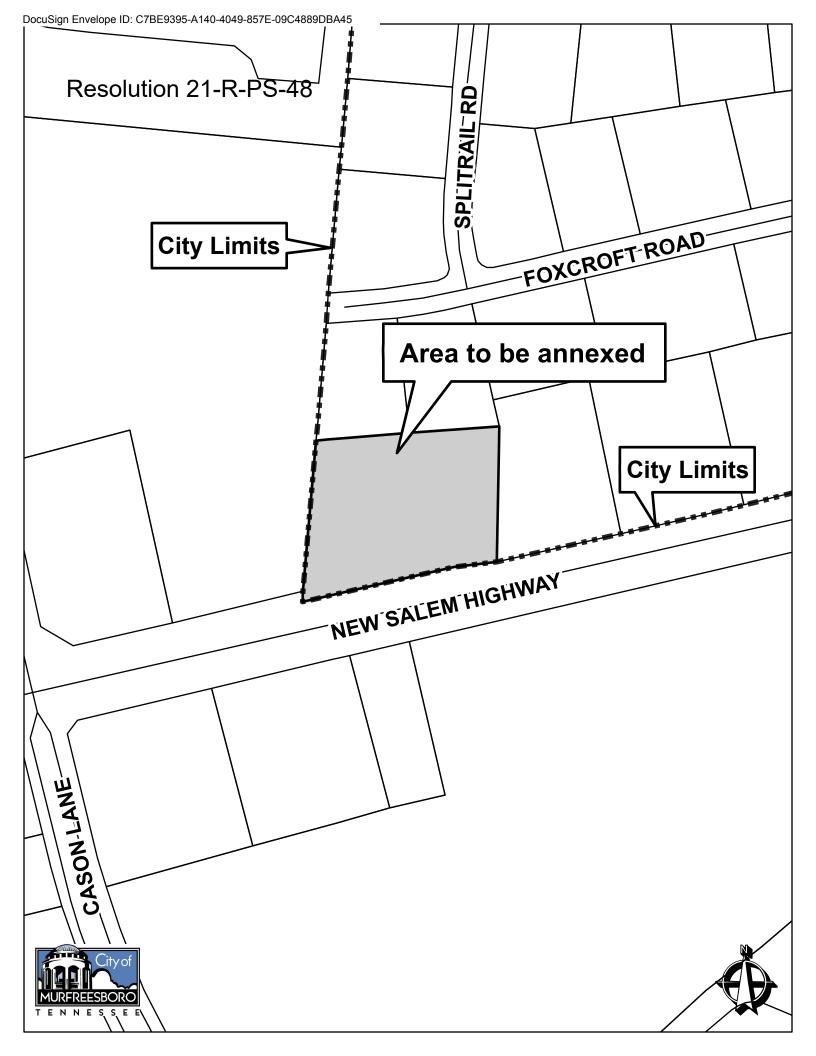
### NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the Plan of Services attached hereto for the territory identified on the attached map as the "Area to be Annexed" is hereby adopted as it is reasonable with respect to the scope of services to be provided and the timing of such services.

<u>SECTION 2</u>. That this Resolution shall take effect upon the effective date of the Annexation Resolution with respect to the territory, **Resolution 21-R-A-48**, the public welfare and the welfare of the City requiring it.

Passed:	Shane McFarland, Mayor
ATTEST:	APPROVED AS TO FORM:
	DocuSigned by:
	DocuSigned by:  Adam 7. Tucker
	43A2033E3TF 940T
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney

**SEAL** 



Resolution 21-R-PS-48

# ANNEXATION REPORT FOR PROPERTY LOCATED ALONG NEW SALEM HIGHWAY (OGNIO PROPERTY) INCLUDING PLAN OF SERVICES (FILE 2021-515)



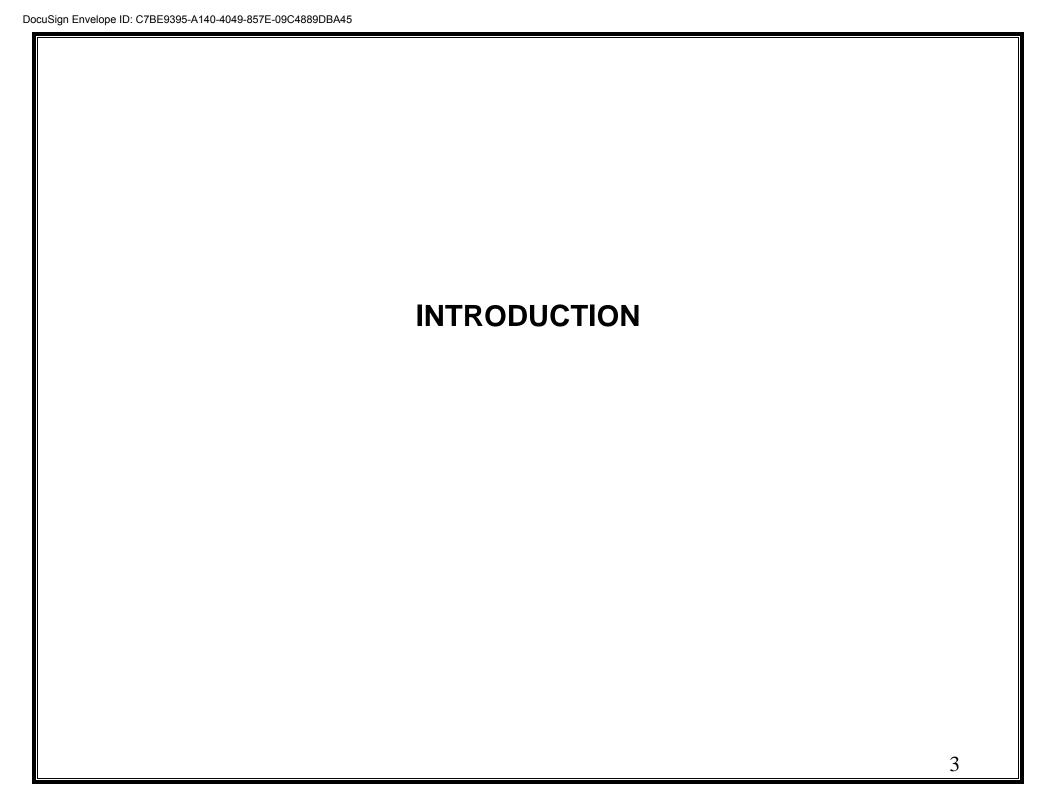
PREPARED FOR THE
MURFREESBORO PLANNING COMMISSION – DECEMBER 1, 2021





#### Annexation Request for Property along New Salem Highway

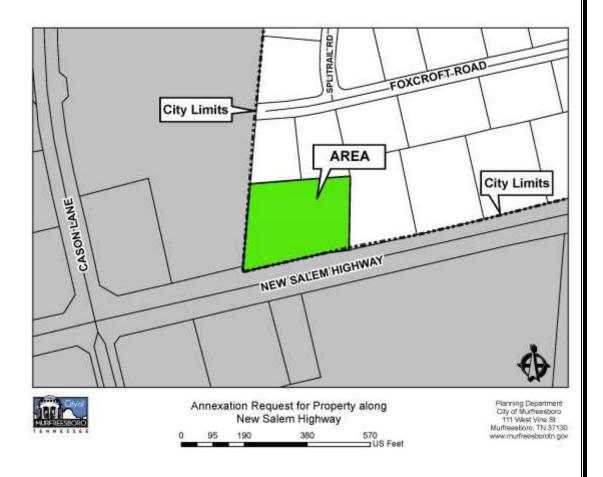
0 95 190 380 570 US Feet Planning Department City of Murfreesboro 111 West Vine St Murfreesboro, TN 37130 www.murfreesborotn.gov



#### **OVERVIEW**

The property owner, the Estate of William Ognio, has submitted a petition requesting its property be annexed into the City of Murfreesboro. The subject property is 1.7 acres, located along the north side of New Salem Highway and east of Cason Lane. The property tax map number is: Tax Map 114, Parcel 5.00.

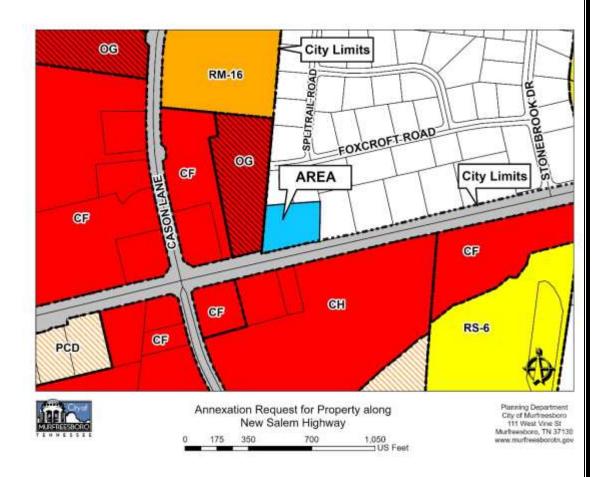
The requested property is developed with a single-family residence. It is located within the City of Murfreesboro's Urban Growth Boundary and is contiguous with the City limits along the southern and western property lines.



#### **CITY ZONING**

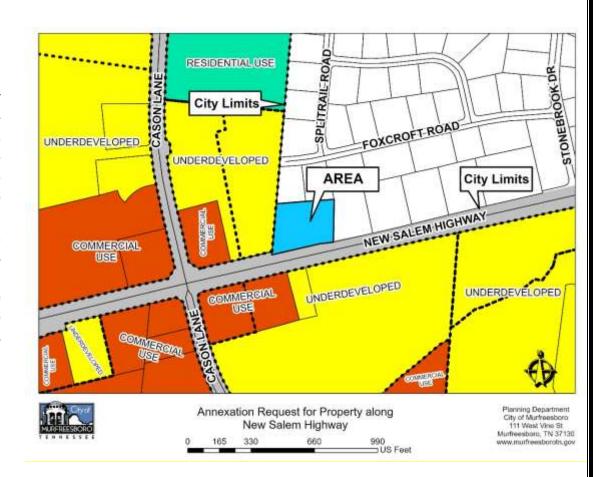
A separate application has been submitted by the property owner requesting CF (Commercial Fringe) zoning for the study area simultaneous with annexation. The subject parcel is currently zoned Residential Medium-Density (RM) in the County of Rutherford.

In addition to the study area, the applicant has submitted an application to rezone property within the City limits including 2.8 acres to be rezoned from OG and CF to PCD (The Ognios at Foxcroft PCD), and approximately 2.2 acres to be rezoned from OG to CF. The adjacent properties to the west are CF, property to the northwest is RM-16, properties to the south across New Salem Highway are CF and CH, and the properties to the east and northeast are RM (Residential Medium Density) and CS (Commercial Services).



### PRESENT AND SURROUNDING LAND USE

The land uses for the subject property include a single-family residence on the 1.7-acre parcel and the remaining property is vacant. Surrounding properties are developed with single family residences to the east and northeast, Easton Place Apartments to the northwest, CVS and Walmart to the west, and commercial uses including a daycare facility and retail shops to the south. In addition, the parcels fronting along New Salem Highway to the east are commercial businesses operating within the structures previously used as residences and are located within the County.



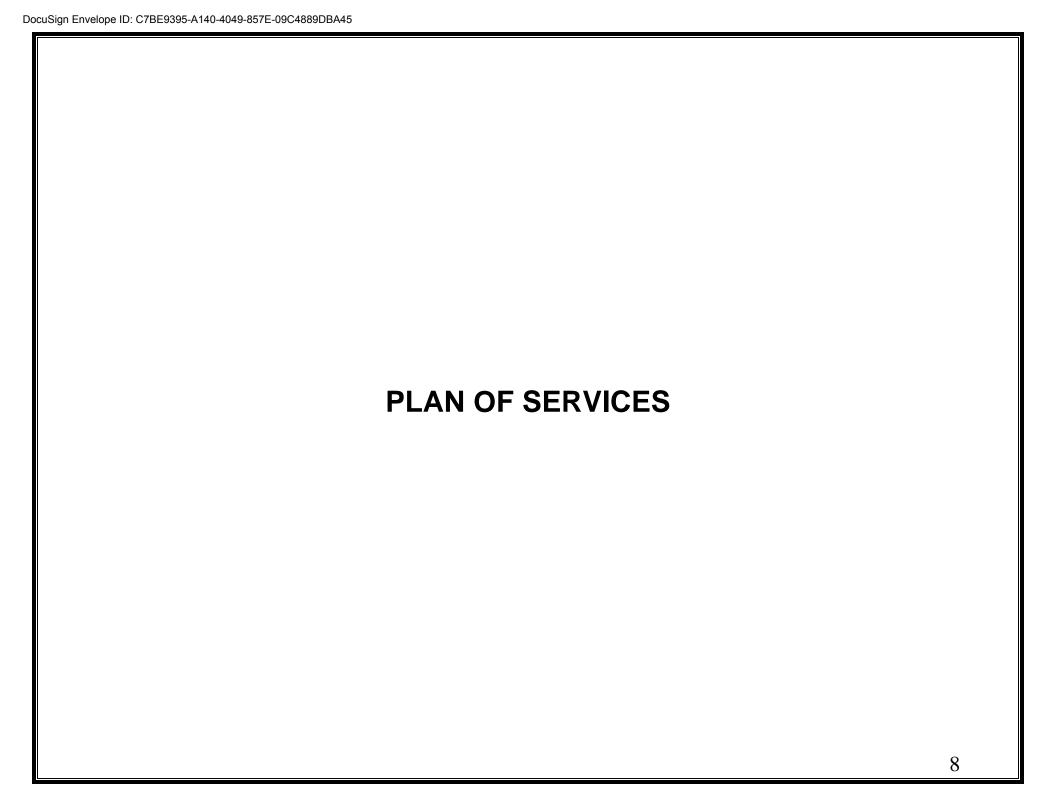
#### **TAXES AND REVENUE**

The first City tax bill for all property annexed during the calendar year of 2022 will be due on December 31, 2023. City taxes are calculated upon the property appraisal and assessment of the Rutherford County Property Assessor's Office. The current tax rate for the City of Murfreesboro is \$1.2894/\$100.00 assessed value. Residential property is assessed at a rate of 25% of its appraised value, and commercial property is assessed at a rate of 40% of its appraised value. The property is vacant. Table I below shows total assessment and estimated City taxes that would be collected if the property were to be annexed in its present state.

Table I Estimated Taxes from Site

Owner of Record	Acres	Land Value	Improvements + Yard Item Value	Total Assessment	Estimated City Taxes
Estate of					
William R	1.6	\$74,000	\$310,300	\$96,075	\$1,238.80
Ognio					

These figures are for the property in its current state and are subject to change upon development.



#### **POLICE PROTECTION**

At present, the study area receives police services through the Rutherford County Sheriff's Department. If annexed, the Murfreesboro Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, DARE, and other community crime prevention programs to the subject parcel immediately upon the effective date of annexation. The Murfreesboro Police Department will be able to provide services immediately upon the effective date of annexation. If the property is zoned Commercial Fringe, it will have little impact upon police services. This property is in Police Zone #2.

#### **ELECTRIC SERVICE**

The study area is served by Middle Tennessee Electric Membership Corporation (MTEMC). MTEMC has existing electric facilities along New Salem Highway and Cason Lane and has capacity to accommodate any future development. All new electrical infrastructure installed to serve the future development will be required to adhere to MTEMC standards.

#### STREET LIGHTING

Streetlights are installed along New Salem Highway and Cason Lane. New development will be required to install streetlights within any future right-of-way (ROW).

#### **SOLID WASTE COLLECTION**

The study area is currently developed with a single-family residence. The service day would be on Tuesday, cost of the cart will be \$53.30 and monthly service to the property will be \$7.50 per month attached to the water bill. If the property is rezoned to commercial, CF, any future development will need to be serviced by a private solid waste management service required at the time of development.

#### **RECREATION**

Murfreesboro's Parks and Recreation facilities will be immediately available to any potential occupants of the study area. Currently Murfreesboro has two multi-purpose facilities, one community center, a wilderness facility, over 1,000 acres of parks, a network of greenways, and recreational sports. These facilities and programs are wholly funded by the Murfreesboro taxpayers. Children who are residents of the City of Murfreesboro, attend Murfreesboro Elementary Schools, and receive free or reduced lunches also receive free or reduced recreational fees.

#### **CITY SCHOOLS**

The Murfreesboro City School (MCS) system serves grades kindergarten through sixth and is offered to students who are within the jurisdiction of the City of Murfreesboro. There is one single family residence on the subject property, so the property will have

minimal impact on MCS in its current state. The property, if annexed, would become part of the Cason Lane school zone. Since the study area is proposed for CF zoning, there would not be any impacts to the City Schools with future development.

#### **BUILDING AND CODES**

The property will come within the City's iurisdiction for code enforcement immediately upon the effective date of annexation. The City's Building and Codes Department will begin issuing building and construction permits and enforcing the codes and inspecting new construction for compliance with the City's construction codes immediately upon the effective date of The Building and Codes annexation. Department will also ensure that any new signs associated with the development of the property comply with the Sign Ordinance. No additional costs are expected.

### PLANNING, ENGINEERING, AND ZONING SERVICES

The property will come within the City's jurisdiction for planning and engineering code enforcement immediately upon the effective date of annexation. As new

development occurs, the Planning Commission will review all site plans, preliminary plats, and final plats. Among other duties, the Planning and Engineering Departments will inspect and monitor new construction of streets and drainage structures for compliance with the City's development regulations.

#### **GEOGRAPHIC INFORMATION SYSTEMS**

The property is within the area photographed and digitized as part of the City's Geographic Information Systems (G.I.S.) program.

#### **STREETS AND ACCESS**

The annexation study area does not include any additional public roadway systems. Access to a public roadway system is available through New Salem Highway. Any new connections to New Salem Highway must be approved by TDOT and the City Engineer. Any future public roadway facilities to serve the study area must be constructed to City standards.

#### **REGIONAL TRAFFIC & TRANSPORTION**

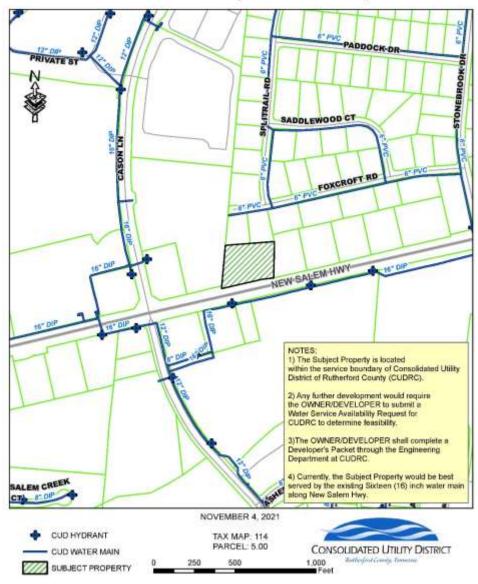
The study area is currently served by New Salem Highway as the major roadway facility. The 2014 Level of Service Model in the 2040 Major Transportation Plan (MTP) indicates that New Salem Highway to be operating at a Level of Service D in the study area based on average daily traffic (ADT). The 2040 Level of Service Model shows that New Salem Highway falls to level of service of F without the proposed improvements recommended in the 2040 MTP. With the proposed improvements in the Major Transportation plan New Salem Highway in the study area will remain at a level of service F.

#### **WATER SERVICE**

The study area is located within Consolidated Utility District of Rutherford County's (CUDRC) service area. A 16--inch ductile iron water main (DIP) is located along New Salem Highway. This water line can serve the annexation study area.

Prior to any future development, the developer of the property will be required to submit a Water Availability Application to determine feasibility and to complete CUD's Developer Packet through CUD's Engineering Department prior to entering the construction phase. Any new water line development must be done in accordance with CUD's development policies and procedures.

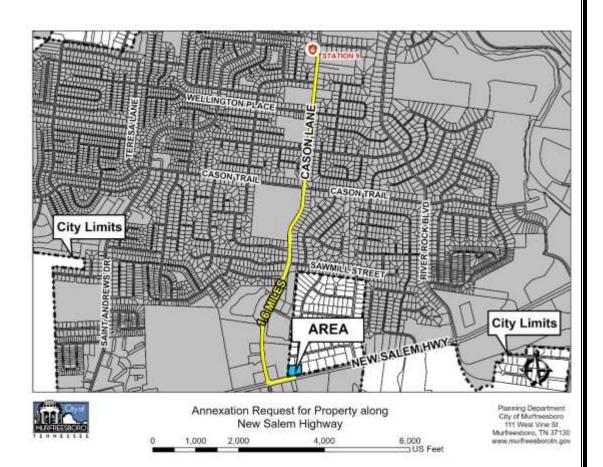
#### 2388 New Salem Hwy. Annexation Request



#### FIRE AND EMERGENCY SERVICE

The study area contains an existing single-family dwelling. The Murfreesboro Fire and Rescue Department (MFRD) can provide emergency services to the study area immediately upon the effective date of annexation at no additional expense. MFRD can also provide fire protection upon annexation at no additional expense.

Currently the study area is located 1.6 miles from Fire Station #9 (802 Cason Lane). The yellow line on the adjacent map represents the linear distance range from the nearest fire station.



#### **SANITARY SEWER SERVICE**

Per the Murfreesboro Water Resources Department's (MWRD's) definition of "available", sanitary sewer is not available to this property requesting annexation. However, it is located on the Ognio property to the west.

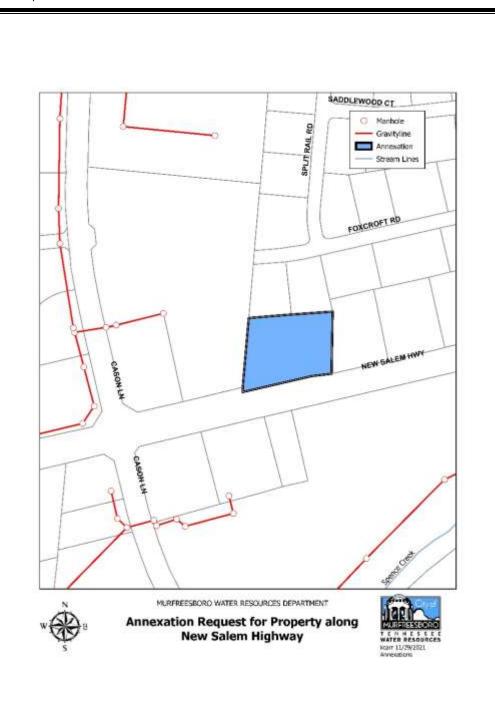
Per a recent Sewer Capacity Study of this Salem/Barfield Basin, which would include this property, there are sewer capacity limitations and overflow concerns. In the report of this study, which was reported to the Water Resources Board and City Council, MWRD stated that it could not support any rezoning request that results in increased density and an increase in sewer connections until improvements are underway to the Salem Highway basin sewer collection system.

It was also reported that MWRD would be acquiring a design contract for the necessary improvements and creating a future special sanitary sewer assessment district to repay the Department's costs in making these sewer system improvements.

In like manner, MWRD supports this annexation, but would not support or approve of any redevelopment or sewer connections until the sanitary sewer improvements are underway.

With regard to future redevelopment and to the City's Sewer Allocation Ordinance and the proposed zoning request of Commercial Fringe (CF), the property would be allotted 2.5 single family units per acre (sfu's/acre) if approved. One sfu is equivalent to 260 gallons per day (gpd). The total property acreage is 1.6. Therefore, the development would be allotted ~1,040 gpd (2.5\*260\*1.6). Any development will be required to comply with the Sewer Allocation Ordinance. Should the proposed development exceed this flow, a request for a variance must be submitted for approval, through the Planning Department, and by City Council.

All main line extensions are the financial responsibility of the developer and must be extended in accordance with the Development Policies and Procedures of MWRD.



#### **DRAINAGE**

#### **Public Drainage System**

The drainage systems are available in the study area and include facilities in New Salem Highway. This drainage system is the responsibility of TDOT for routine maintenance. No additional public drainage systems are in the study area. Any new public drainage facilities proposed to serve the study area in the future must meet City standards.

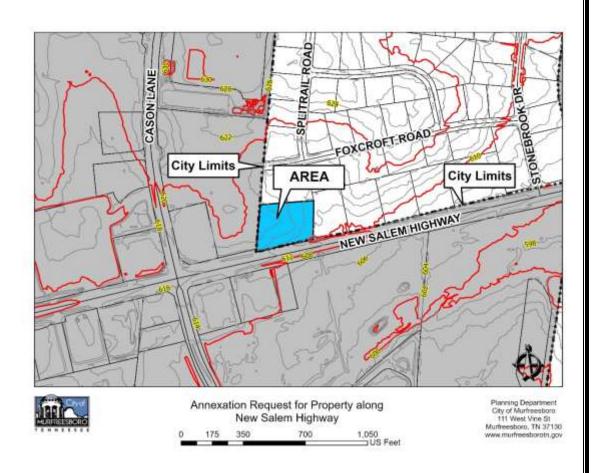
#### **Regional Drainage Conditions**

A review of the regional drainage patterns indicates the study area drains toward the eastern property line to the ROW of New Salem Highway and on to Spence Creek.

#### **Stormwater Management and Utility Fees**

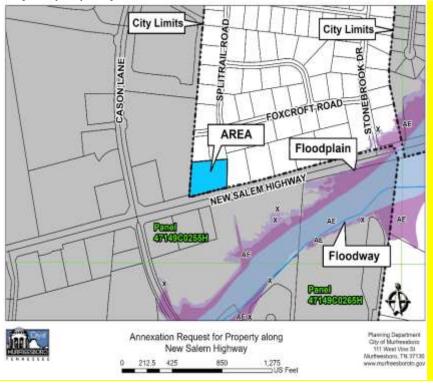
Upon annexation, stormwater management services provided by the City of Murfreesboro will be available to the study area. The study area currently has 1 single family residence and will generate approximately \$39 per year in revenue for the Stormwater Utility Fee. Future development in the study area will be subject to the Stormwater Utility Fee upon completion of construction. Based on the proposed CF (commercial Fringe) zoning,

the future development of the study area will result in approximately \$350 additional revenue per year into the Stormwater Utility Fund upon full buildout. The red lines on the adjacent map represent ten-foot contours. The grey lines represent two-foot intervals.



#### **FLOODWAY**

The study area is not located within the 100-year floodplain as delineated on the Flood Insurance Rate Maps (FIRM) developed by the Federal Emergency Management Agency (FEMA). The adjacent map shows the 100-year floodplain to the southeast of the subject property.



#### **ANNEXATION FOLLOW-UP**

The Murfreesboro City Council will be responsible for ensuring that this property will receive City services described in this plan. According to the Tennessee Growth Policy Act, six months following the effective date of annexation, and annually thereafter until all services have been extended, a progress report is to be prepared and published in a newspaper of general circulation. This report will describe progress made in providing City services according to the plan of services and any proposed changes to the plan. A public hearing will also be held on the progress report.

**RESOLUTION 21-R-A-48** to annex approximately 1.7 acres located along New Salem Highway (Tax Map 114, Parcel 5.00), and to incorporate the same within the corporate boundaries of the City of Murfreesboro, Tennessee, Estate of William Ognio, applicant [2021-515].

**WHEREAS**, the Owner(s) of the territory identified on the attached map as the "Area Annexed" have either petitioned for annexation or given written consent to the annexation of such territory; and

WHEREAS, a Plan of Services for such territory was adopted by Resolution 21-R-PS-48 on January 27, 2022; and

**WHEREAS**, the Planning Commission held a public hearing on the proposed annexation of such territory on December 1, 2021 and recommended approval of the annexation; and

**WHEREAS**, the annexation of such territory is deemed beneficial for the welfare of the City of Murfreesboro as a whole.

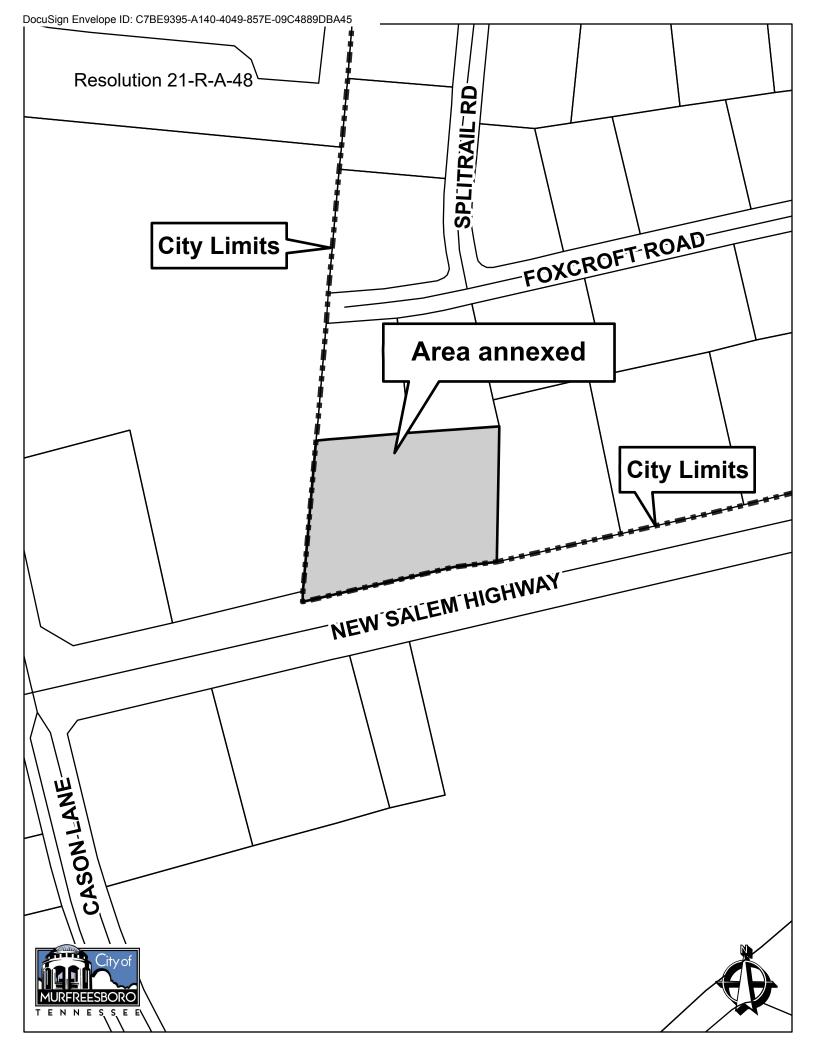
# NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That, pursuant to authority conferred by T.C.A. Sections 6-51-101, et seq., the territory identified on the attached map as the "Area Annexed" is hereby annexed to the City of Murfreesboro, Tennessee and incorporated within the corporate boundaries thereof.

<u>SECTION 2</u>. That this Resolution shall take effect upon the effective date of the Zoning Ordinance with respect to the annexed territory, **Ordinance 21-OZ-48**, the public welfare and the welfare of the City requiring it.

Passed:	Shane McFarland, Mayor
ATTEST:	APPROVED AS TO FORM:
	DocuSigned by:  Adam F. Tucker
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney

**SEAL** 



## MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 DECEMBER 1, 2021

PROJECT PLANNER: MARINA RUSH

4.i. Zoning application [2021-430] for approximately 1.7 acres located along New Salem Highway to be zoned to CF simultaneous with annexation, approximately 2.8 acres to be rezoned from OG and CF to PCD (The Ognios at Foxcroft PCD), and approximately 2.2 acres to be rezoned from OG to CF, Melissa Ognio Barnett applicant

The subject property is a total of 6.7 acres located along New Salem Highway and east of Cason Lane. The property is primarily undeveloped, and the 1.7-acre parcel is currently developed with a single-family residence. Approximately 3.9 acres will be rezoned to Commercial Fringe (CF) district. This district is intended to permit the development and continued maintenance of general commercial uses along highways and major arterial streets which tend not to be a nuisance to immediately surrounding residential development. Approximately 2.8 acres will be rezoned to The Ognios at Foxcroft PCD (Planned Commercial District), which will allow a limited number of uses that are similar to those allowed in the CF district. The purpose of the rezoning request is to allow for a veterinary clinic on the northeastern portion of the property, which is not allowed in the CF zone. The applicant has stated in the PCD pattern book that overnight boarding will not be permitted in the PCD.

The property tax map numbers are:

- Tax Map 114, Parcel 5.00 (1.7 acres)
- Tax Map 114, Parcel 4.00 (5.2 acres).

The applicant, Melissa Ognio Barnett, has submitted an application for annexation of the 1.7-acre parcel simultaneous with the zoning request to CF.

# **Adjacent Zoning and Land Uses**

The majority of the subject property is within the City limits and a 1.7-acre portion is within the unincorporated County. The 1.7-acre parcel is zoned RM (Residential Medium Density). The portion that is within the City limits is currently zoned OG (Office General). The adjacent zoning on the properties to the west is CF, property to the north is RM-16, properties to the south across New Salem Highway are CF and CH, and the properties to the east and northeast are RM (Residential Medium Density).

The land uses for the subject property include a single-family residence on the 1.7-acre parcel and the remaining property is vacant. Surrounding properties are developed with single family residences to the east and northeast, Easton Place Apartments to the

north, CVS and Walmart to the west, and commercial uses including a daycare facility and retail shops to the south. In addition, the parcels fronting along New Salem Highway to the east are commercial businesses operating within the structures previously used as residences and are located within the County.

#### **Future Land Use Map**

The Murfreesboro 2035 Comprehensive Plan Future Land Use Map (FLUM) (excerpt below) indicates that Neighborhood Commercial is the most appropriate land use character for the majority of project area. For the portion currently in the unincorporated County that contains the residence, it depicts Suburban Residential as the most appropriate land use character. The requested CF and PCD zoning districts are consistent with the Neighborhood Commercial land use designation. The CF zoning is inconsistent with the Suburban Residential land use character.

Staff recommends that this is an appropriate instance to deviate from the recommendations of the FLUM and that the FLUM for the 1.7-acre parcel be revised to Neighborhood Commercial.

#### Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



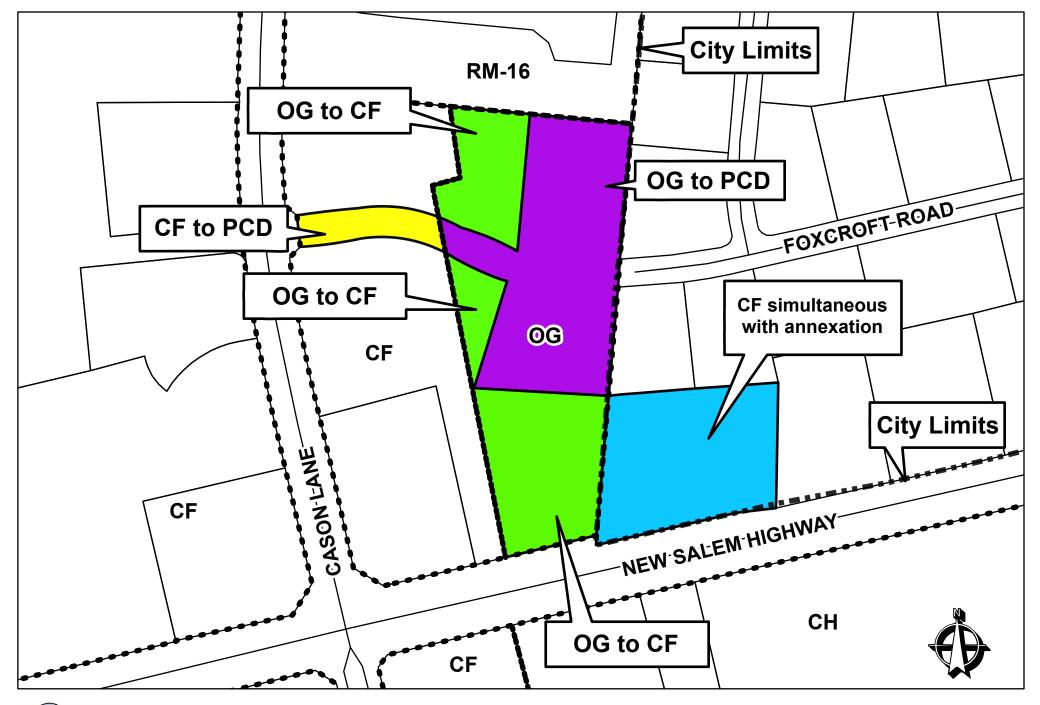
#### Recommendation:

Staff supports the zoning request to CF and PCD for the following reasons:

- 1) CF zoning is compatible with the commercial development occurring along this area of New Salem Highway and Cason Lane, and is the lesser commercial zone used to transition from adjacent residential property to heavier commercial zoning CH. Protections for adjacent residential zones are built into the CF zoning regulations.
- 2) The PCD is intended for destination commercial uses, such as a veterinary clinic, that do not depend on drive-by traffic for business.
- 3) Development on the subject property will facilitate the extension of Foxcroft Road and its connection to Cason Lane, consistent with the requirements of the Subdivision Regulations and the goals of the Major Transportation Plan.

#### **Action needed**

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. The Planning Commission should conduct a public hearing and discuss this matter and then formulate a recommendation for the City Council.

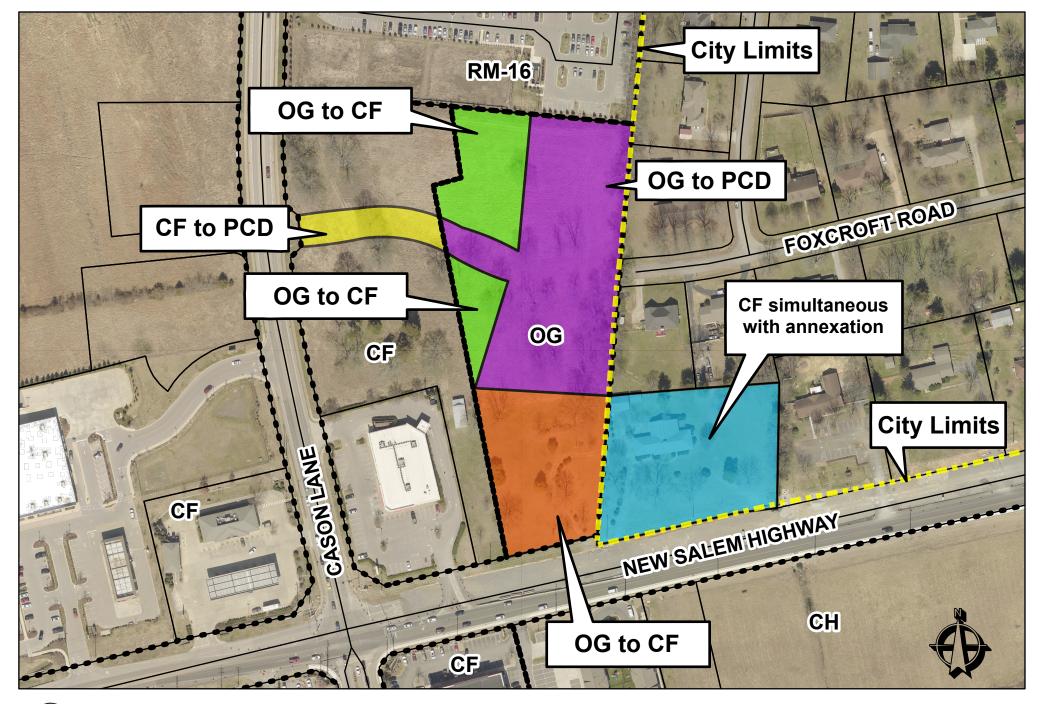




Zoning Request for Property along New Salem Highway and Cason Lane. OG to CF, CF to PCD (Ognio PCD), OG to PCD, and CF simultaneous with Annexation

105 210 420 630 US Feet

Planning Department City of Murfreesboro 111 West Vine St Murfreesboro, TN 37130 www.murfreesborotn.gov





Zoning Request for Property along New Salem Highway and Cason Lane. OG to CF, CF to PCD (Ognio PCD), OG to PCD, and CF simultaneous with Annexation

> 0 105 210 420 630 US Feet

Planning Department City of Murfreesboro 111 West Vine St Murfreesboro, TN 37130 www.murfreesborotn.gov



## City of Murfreesboro Planning and Engineering Department

111 W. Vine Street, P.O. Box 1139 Murfreesboro, TN 37133-1139 (615) 893-6441 Fax (615) 849-2606 www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications - other than rezoning to planned t	ınit
development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development,	
initial or amended	\$950.00

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

- 1. A completed rezoning application (below).
- 2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
- 3. A <u>non-refundable</u> application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

To be complete APPLICANT:_	d by applicant: Melissa Ognio Barnett		
Address: 141 V	Voodvale Drive	City/St	rate/Zip: Hendersonville, TN 37075
Phone: 615-83	30-7822	E-mail address: n	nobarnett2010@comcast.net
PROPERTY O	WNER: Melissa Ognio Ba	rnett	
Street Address of property descript	r <sub>tion:</sub> North of New Salem	Hwy & East of	Cason Lane
	#:_114Grou		
Existing zoning	classification: RM (county), (	OG, CF	
	classification: CF, CH, & PC		 : 10.3
	phone number for publication at Taylor 615-890-7901	nd notifications to	the public (if different from the
E-mail: mtaylo	r@sec-civil.com		7
	SIGNATURE (required):	100	
DATE: 10/14/2			
******For Offic	e Use Only***************	******	********
Date received:	MPC YR.:		MPC#: 2021-430
Amount paid:	\$ 950,00	Receipt #:	716415



# THE OGNIOS AT FOXCROFT

A REQUEST FOR ANNEXATION AND REZONING FROM COMMERCIAL FRINGE AND GENERAL OFFICE DISTRICT TO A PLANNED COMMERCIAL DEVELOPMENT AND COMMERCIAL FRINGE

Murfreesboro, Tennessee

#### **Initial Submittal**

October 14, 2021

#### Resubmittal

November 5, 2021 for November 17, 2021 Planning Commission Workshop

#### <u>Resubmittal</u>

November 18, 2021 for December 1, 2021 Planning Commission Public Hearing

#### **Resubmittal**

January 20, 2022 for the January 27, 2022 City Council Public Hearing



SEC Project #21006



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# SEC, Inc.

Company Name: SEC, Inc.

**Profession:** Planning.Engineering.Landscape Architecture

Attn: Matt Taylor / Rob Molchan

Phone: (615) 890-7901

Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com

Web: www.sec-civil.com

850 Middle Tennessee Blvd. Murfreesboro, Tennessee 37129

Company Name: Primus Companies, Inc.

**Profession:** Architect

Attn: Andrew Greene, AIA, NCARB

Phone: (865)-765-6689

Email: andrew@primus-companies.com

Web: primus-companies.com

401 8th Ave SE

Cedar Rapids, IA 52401

Company Name: CBS Realty

Profession: Real Estate Broker
Attn: Chris Bratcher
Phone: (615) 417-4067
Email: Chris@CBS-Tn.com

307 Hickerson Drive Murfreesboro, TN 37129

**Profession:** Owner

Attn: Melissa Ognio Barnett

Phone: (615)-830-7822

Email: MOBarnett2010@comcast.net



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**AERIAL PHOTOGRAPH** Not To Scale





New Salem Highway- Hwy 99





Cason Lane



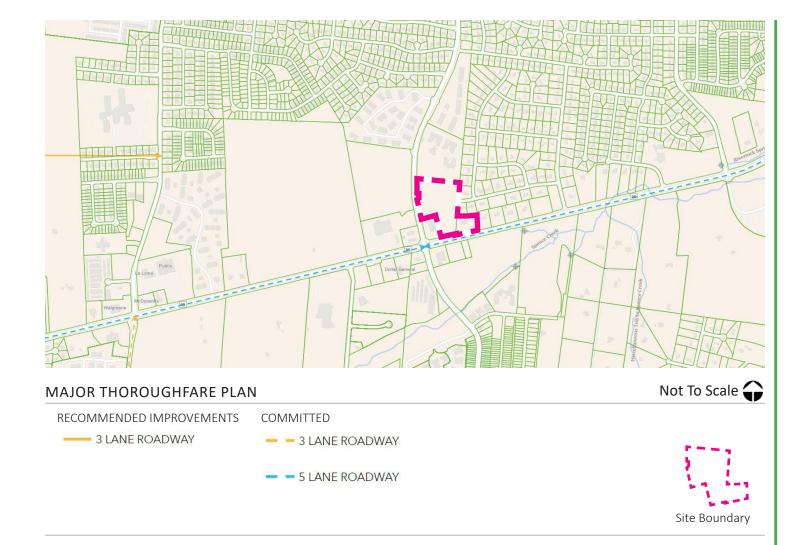
Saint Andrews Drive



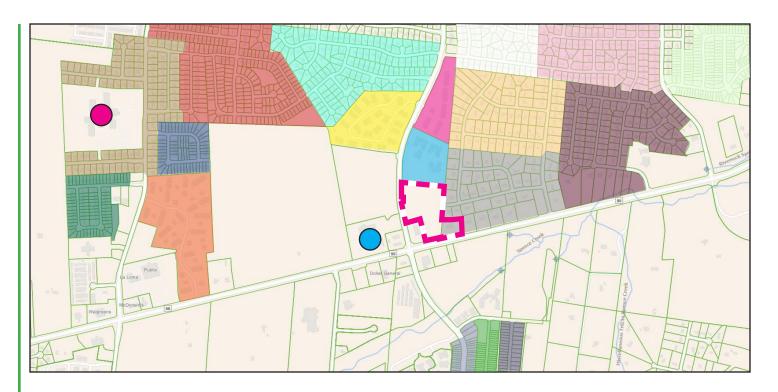
Melissa Ognio Barnett respectfully requests the annexation and rezoning of the Ognio Family Properties along Cason Lane and New Salem Highway from Medium Density Residential (RM) (Rutherford County), Commercial Fringe (CF), and General Office District (OG) to Commercial Fringe (CF) & Planned Commercial Development (PCD) in the City of Murfreesboro to create The Ognios at Foxcroft. The property is located to the northeast of the Cason Lane and New Salem Highway intersection. The site is identified as Parcel 4.00 of Tax Map 114 (City of Murfreesboro) and Parcel 5.00 of Tax Map 114 (Rutherford County), and the combined properties total roughly to 10.30 acres.

Within the 10.30 acres of this development, the existing OG zoning is to be rezoned to either CF or to a PCD. Parcel 5.00 of Tax Map 114 (Rutherford County) is requested to be annexed into the City of Murfreesboro and rezoned to match the surrounding, proposed CF zoning. Of the 10.30 acres in this proposal, 2.76 acres to the west of the Stonebrooke subdivision will be rezoned to a PCD to create The Ognios at Foxcroft. The remaining 7.54 acres of this proposal will be zoned for CF zoning. Foxcroft Road will be extended to the west to intersect with Cason Lane as part of the proposed PCD. The exhibit on Page 12 shows the breakdown of these rezoning requests.

The request for rezoning to PCD is to create The Ognios at Foxcroft located on two separate lots along the extension of Foxcroft Road. The development will consist of two single-story office buildings that are approximately 3,800 sf. in size each. The proposed sites shall include open space, and detention areas. The building facades shall be constructed primarily of brick, cement board, cast stone, or natural/synthetic stone and will be residential in character. An example sheet of materials and characteristics can be found on Page 14 of this book. This development will be extending Foxcroft Road to the west to intersect with Cason Lane. Each of the two sites will incorporate signage along Foxcroft Road and shall be anchored by landscaping.

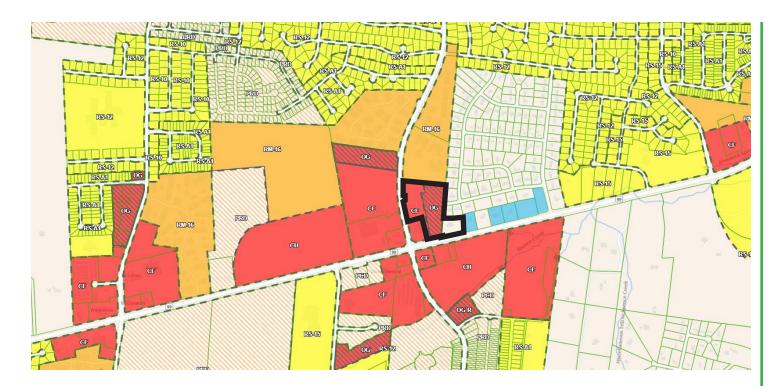


The property has/will have access to the existing public rights-of-way of Cason Lane by extending Foxcroft Road. New Salem Highway - Highway 99 is on the Murfreesboro 2040 MTP as a committed 5-lane roadway. Currently, the construction of the 5-lanes on New Salem Highway is nearing completion.





The Ognios at Foxcroft is surrounded by a mixture of residential subdivisions, and commercial properties. Easton Place Apartments is a multi-family apartment development to the north of the site. This development consists of three-story apartments with a club house and pool. The exterior elevations consist of masonry construction with primarily stone or brick along the first floor. There is one primary point of ingress/egress to the development from Cason Lane. Walmart Neighborhood Market is directly to the west of this development across Cason Lane. There is an existing CVS Pharmacy on the northeast corner of the Cason Lane and New Salem Intersection. The overall proposed development surrounds the CVS property along the north and western sides of CVS. Stonebrook is a county residential subdivision to the east of the development. This development consists of single-story, single-family homes without garages. The exterior elevations consist of brick along all elevations. There is one primary point of ingress/egress to the development from New Salem Highway and two points of ingress/egress connected to the Brookhill subdivision to the north.



ZONING MAP Not To Scale 📦

RS-10 Residential Single-Family (RS-10)

RS-12 Residential Single-Family (RS-12)

RS-15 Residential Single-Family (RS-15)

RM-16 Residential Multi-Family (RM-16)

RS-A2 Residential Single-Family Attached (RS-A1)

RS-A1 Residential Single-Family Attached (RS-A2)

СН Commercial Highway (СН)

GF Commercial Fringe (CF)

og General Office District (OG)

PUD Planned Unit Development (PUD)

PRD Planned Residential Development (PRD)

©S Commercial Services (CS) (Rutherford County)

RM Medium Density Residential (RM) (Rutherford County)



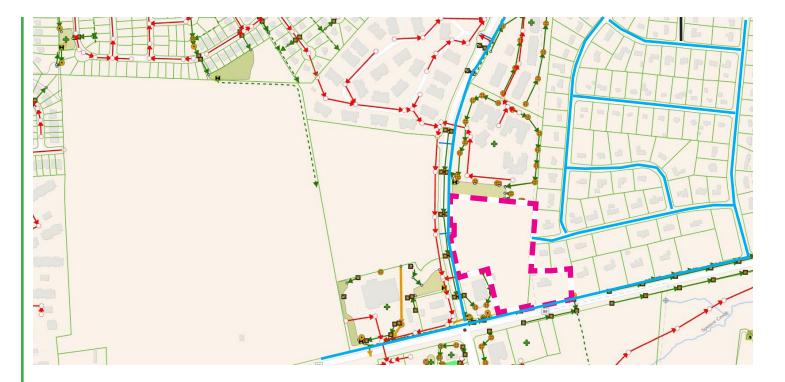
Site Boundary

The surrounding area consists of a mixture of zoning types and land uses. The land to the north and east of the development site is zoned for residential land use. The land to the west and south are zoned for commercial land use.

#### 2035 LAND USE PLAN

The 2035 Murfreesboro Land Use Plan recommends these parcels to be neighborhood commercial and suburban residential. The recommendation of neighborhood commercial matches the surrounding land use as the commercial corridor continues to develop along New Salem Highway. The proposed Planned Commercial District (PCD) land use for these parcels differs from what the Land Use Plan recommends, only by changing a small section of the suburban residential to the neighborhood commercial to match the commercial corridor. The proposed PCD land use will blend into the overall residential/commercial land use by providing building architecture that is residential in character as a transition between the residential and commercial land uses in the area.





WATER

SEWER

STORMWATER

Not To Scale 
ELECTRIC

Site Boundary



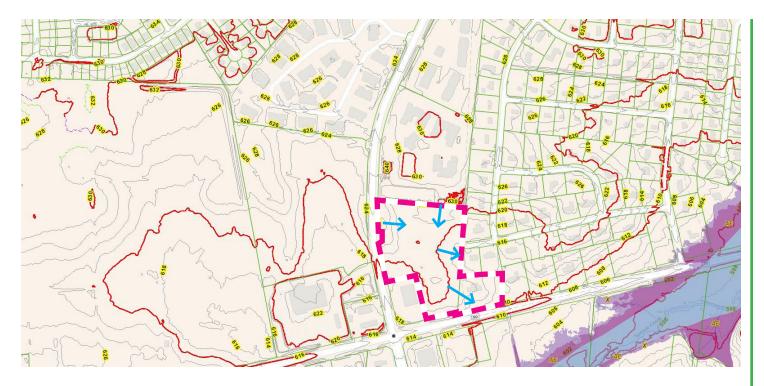
Water service will be provided by the Consolidated Utility District. There is an existing water line along Cason Lane, New Salem Highway and Foxcroft Road. The developer will be responsible for extending the waterline into the site for domestic and fire water service.



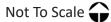
Sanitary sewer service will be provided by the Murfreesboro Water Resources Department. Sanitary sewer service can connect to an existing 8" pvc gravity sewer line at the northeast corner of the CVS property. Construction will extend the sewer service into the site and the developer will be responsible for extending the sewer into this property.



Electric service will be provided by Middle Tennessee Electric. Service will be extended from Cason Lane and/or Foxcroft Road. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.



#### HYDROLOGY AND TOPOGRAPHY





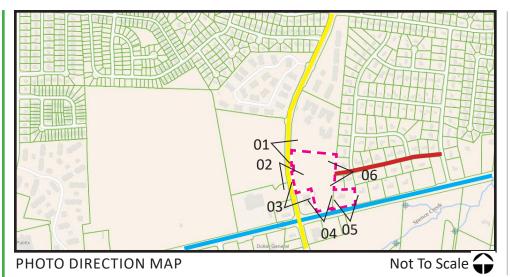








The topographic map above shows the site's topographic high point generally at the northwestern corner of the property. From this high point, the property drains towards the southeast towards New Salem Highway, and eventually empties into Spence Creek. No portions of this property are within a floodway or floodplain per FEMA Flood Panel 47149C0255H eff. 1/5/2007.



New Salem Highway- Hwy 99

Cason Lane







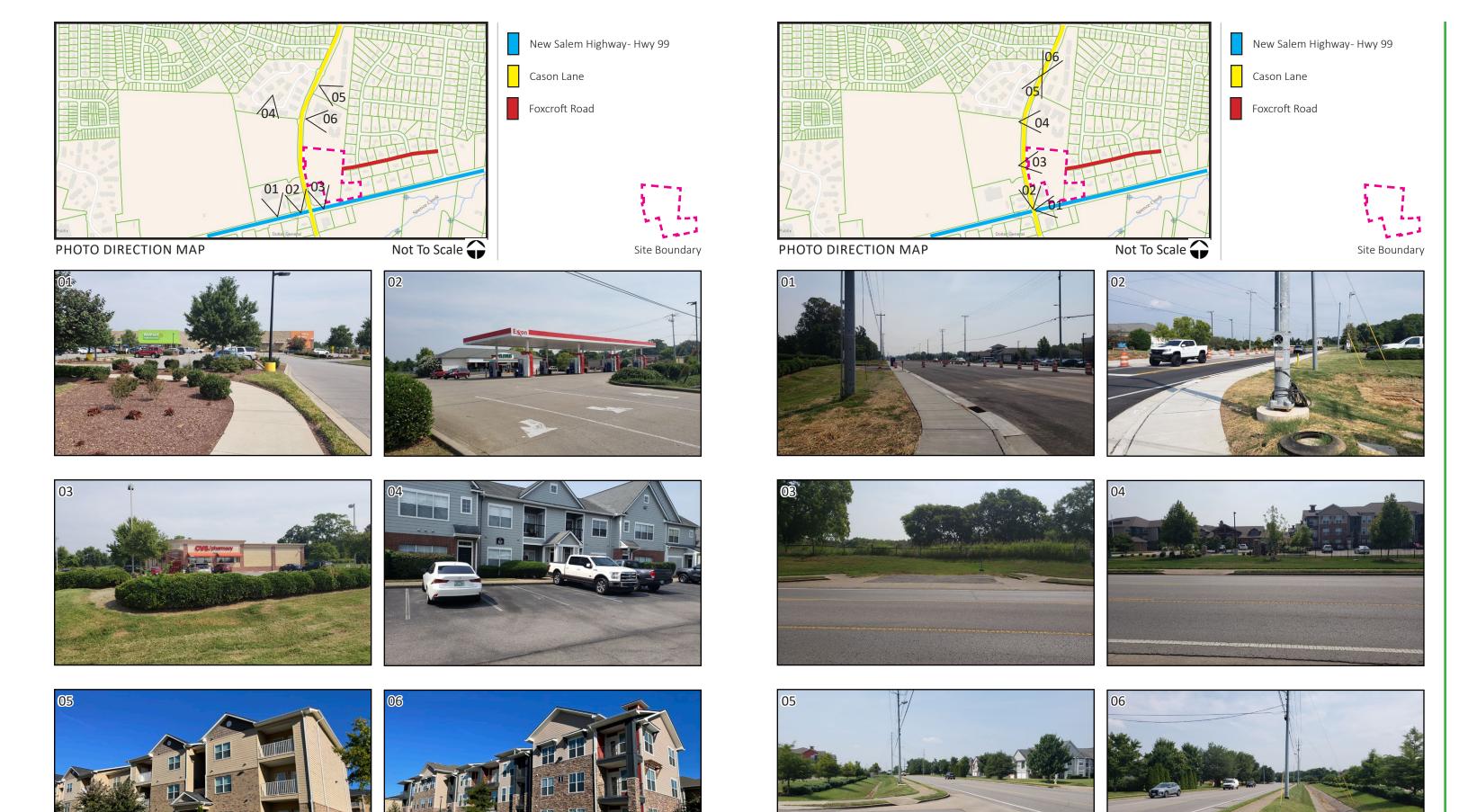












Total Land Area: ±10.30 Acres Existing CF Land Area: ±3.89 Acres Existing OG Land Area: ±4.69 Acres Existing RM Land Area: ±1.72 Acres

Land to Remain CF: ±3.59 Acres Land Rezoned from CF to PCD: ±0.31 Acres Land Rezoned from OG to CF: ±2.23 Acres Land Rezoned from OG to PCD: ±2.45 Acres Land Rezoned from RM to CF: ±1.72 Acres

PCD Land Area after Rezoning: ±2.76 Acres CF Land Area after Rezoning: ±7.54 Acres

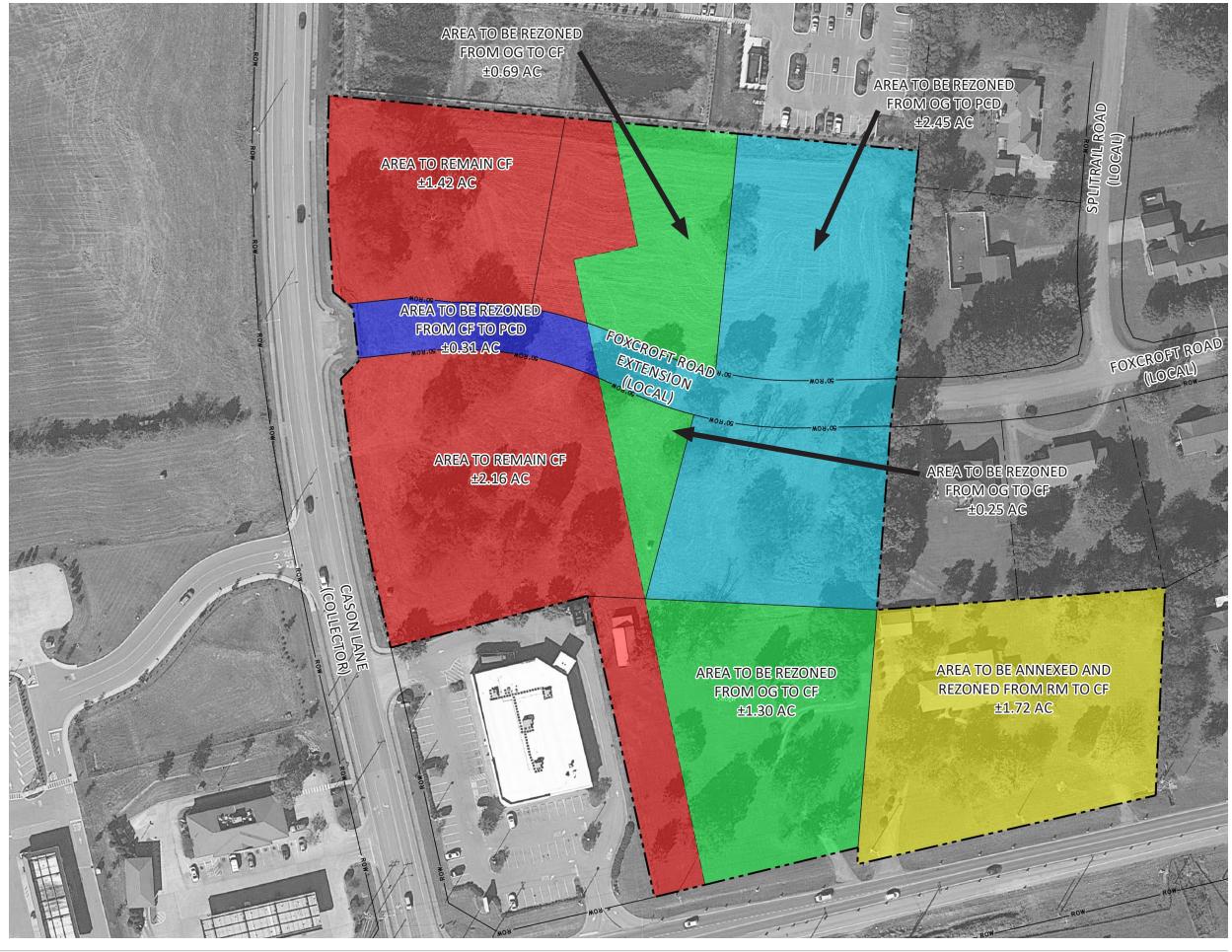
Area to Remain Commercial Fringe

Area to be Rezoned from CF to PCD

Area to be Rezoned from OG to CF

Area to be Rezoned from OG to PCD

Area to be Rezoned from RM to CF





SEC Project #21006

Murfreesboro, Tennessee



Total Land Area: ±10.30 Acres CF Land Area: ±4.11 Acres CH Land Area: ±3.43 Acres PCD Land Area: ±2.76 Acres

#### **PCD Land Use Data:**

Total Land Area: ±2.76 Acres

**Building Areas:** 

Building A: 3,800 SF

**Building A Future Expansion:** 900 SF Building B: 3,800 SF **Building B Future Expansion:** 900 SF Total Building Area: 9,400 SF

Total Open Space Provided: ±1.38 Acres (50%) Total Formal Open Space Required: ±0.08 Acres (3%) Total Formal Open Space Provided: ±0.08 Acres (3%)

±0.55 Acres (20%)

Length of New Roadway: ±725 Linear Feet

Commercial Fringe Rezoning

Open Space

Roadway

Detention

Sidewalk

Buildings

SEC, Inc.

SEC Project #21006

Murfreesboro, Tennessee

100' 200' Total Land Area: ±10.30 Acres
CF Land Area: ±4.11 Acres
CH Land Area: ±3.43 Acres
PCD Land Area: ±2.76 Acres

#### **PCD Land Use Data:**

Total Land Area: ±2.76 Acres

**Building Areas:** 

Building A: 3,800 SF Building A Future Expansion: 900 SF

Building B: 3,800 SF
Building B Future Expansion: 900 SF
Total Building Area: 9,400 SF

Total Open Space Required: ±0.55 Acres (20%)
Total Open Space Provided: ±1.38 Acres (50%)
Total Formal Open Space Required: ±0.08 Acres (3%)
Total Formal Open Space Provided: ±0.08 Acres (3%)

Length of New Roadway: ±725 Linear Feet

Commercial Fringe Rezoning

Open Space

Roadway

Sidewalk

Detention

Buildings





SEC Project #21006

Murfreesboro, Tennessee

#### Planned Commercial Development (PCD) Standards:

- Building heights shall not exceed 30-feet in height.
- All parking will be located at least 8 feet from property line.
- Parking shall be setback a minimum of 25-feet from the eastern property line bordering the Stonebrook Subdivision to the east.
- No more than 25% of parking spaces per lot may be compact spaces.
- Parking will comply with the City of Murfreesboro Zoning Ordinance.
- All parking will have curbing.
- All parking areas to be screened from public right-of-way by landscaping and/or berms.
- Any solid waste enclosures shall be constructed of materials consistent with building architecture, be at least 8-feet tall, with opaque gates, and shall be enhanced with landscaping. Solid waste collection service shall be provided by a private hauler.
- The buildings shall have a well-defined architectural base by use of different materials, colors or change in pattern or a combination of these techniques.
- Buildings shall have a minimum of 5-feet of foundation planting along all front and side elevations.
- The buildings shall have a pedestrian connection to Foxcroft Road, which will connect back to Cason Lane.
- Monument signage shall be placed on each lot along Foxcroft Road frontage.
- Monument signage shall have materials consistent with the building architecture and be accented with landscaping. Signage lighting will be exterior or push-thru style illumination.
- Building signage shall follow standards outlined in the City of Murfreesboro sign ordinance.
- All mechanical equipment located on the ground (i.e. hvac and transformers) to be screened with landscape or fencing.
- If mechanical equipment is located on the roof, then they shall be screened from adjacent properties and public R.O.W.s.
- All on-site utilities will be underground.
- On-site lighting will comply with City of Murfreesboro standards to prevent light pollution and provide safety for patrons and employees.
- A 12-ft wide Type 'C' Landscape Buffer shall be installed along the northern boundary with Easton Place Apartments. See diagram on Page 20.
- A 15-ft wide Type 'D' Landscape Buffer shall be installed along the eastern and northern boundaries with Stone Brook subdivision. See diagram on Page 20.



Example of Possible Entrance Sign



Example of Solid Waste Enclosure



Example of Light Pole

#### **Allowable Uses:**

Currently, Building A is planned to be a Veterinary Clinic (No Boarding). While the exact uses for Building B are unknown at this time, the allowable uses for this development are outlined below. The list of allowable uses are based on those listed under Commercial Fringe (CF) Zoning in the current zoning ordinance. Additional standards for the anticipated uses have been outline on to the left. The Commercial Fringe (CF) district allowable uses are intended to allow low impact commercial uses in relative close proximity to residential developments to provide commercial and retail uses and personal services for a relatively small area. The proposed site will provide for adequate parking, circulation, solid waste management, stormwater management and landscaping.

INSTITUTIONS
Church <sup>13</sup>
Day-Care Center
Philanthropic Institution
AGRICULTURAL USES
Farm Labor and Management Services
COMMERCIAL
Art or Photo Studio or Gallery
Barber or Beauty Shop
Business and Communication Service
Catering Establishment
Dentist
Financial Service
Flower or Plant Store
Interior Decorator
Karate, Instruction
Laboratories, Medical
Medical Office Building
Offices
Optical Dispensaries
Professional Services
Reducing and Weight Control Service
Specialty Shop
Veterinary Office or Similar (No Retail)
Veterinary Clinic (No Boarding)

PH	ASES	ACRES
PH	ASE 1	1.77
PH	ASE 2	0.99
TO	TAL	2.76



Phase 1



Phase 2

### **Conceptual Phasing Plan**

- The project is anticipated to be built in 2 phases.
- Construction of Phase 1 is planned to begin within 90-120 days after the completion of the rezoning process.
- Phase 1 will include the extension of Foxcroft Road to Cason Lane.
- Construction of Phase 2 will be market driven.





SEC Project #21006

Murfreesboro, Tennessee

#### <u>Planned Commercial Development Architecture</u> Standards:

- Building heights shall not exceed 30-feet in height
- Parapet roof construction
- Buildings will have a well-defined architectural base by use of different materials, colors or change in pattern or a combination of these techniques.
- The main entrance(s) are to be well defined and easily recognizable by the use of; raised roof lines, canopies, glazing, changes in materials, changes in colors, and/or changes in building planes.
- Masonry materials (brick, stone, and cementitious siding) will be the primary building material.
- Buildings will be stamped by architect at site plan level.
- All building designs will conform to the Murfreesboro Design Guidelines standards.



# Example of Brick

(Different colors, cuts, and patterns will be allowed with the approval of the Planning Commission at site plan level.)



#### **Example of Fiber Cement Board**

(Different colors, cuts, and patterns will be allowed with the approval of the Planning Commission at site plan level.)



# Example of Shaker Style Cement Board

(Different colors, cuts, and patterns will be allowed with the approval of the Planning Commission at site plan level.)



#### Example of Stone Veneer

(Different colors, cuts, and patterns will be allowed with the approval of the Planning Commission at site plan level.)



#### Example of Asphalt Shingle

(Different colors, cuts, and patterns will be allowed with the approval of the Planning Commission at site plan level.)

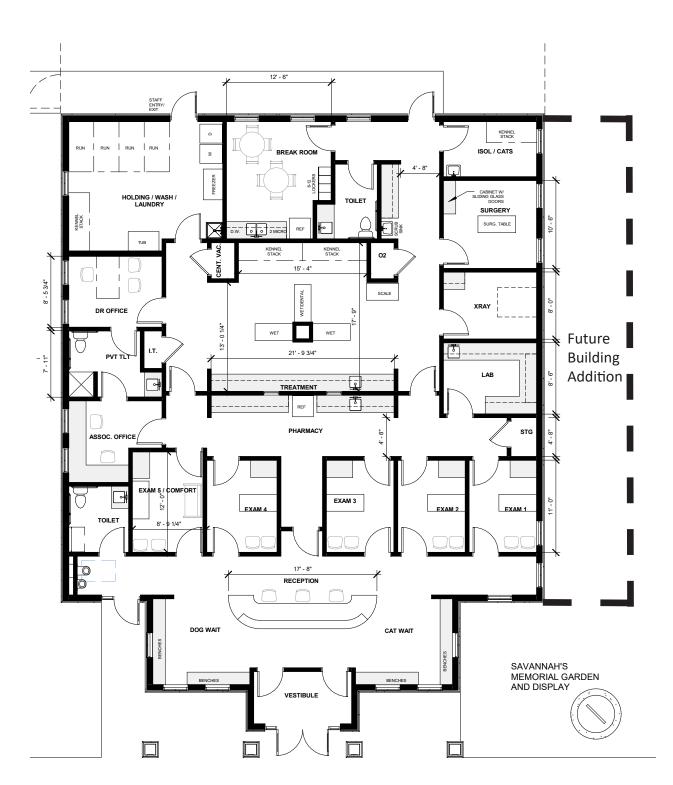
#### **Building Materials Minimums:**

Front Elevations (Facing Foxcroft Road): Side Elevations (Facing Adjacent Properties): Rear Elevations (Facing Adjacent Properties): Masonry Materials (i.e. Brick, Stone, Cement Board Sidings) Masonry Materials (i.e. Brick, Stone, Cement Board Sidings) Masonry Materials (i.e. Brick, Stone, Cement Board Sidings)



#### **Building Setback Diagram**

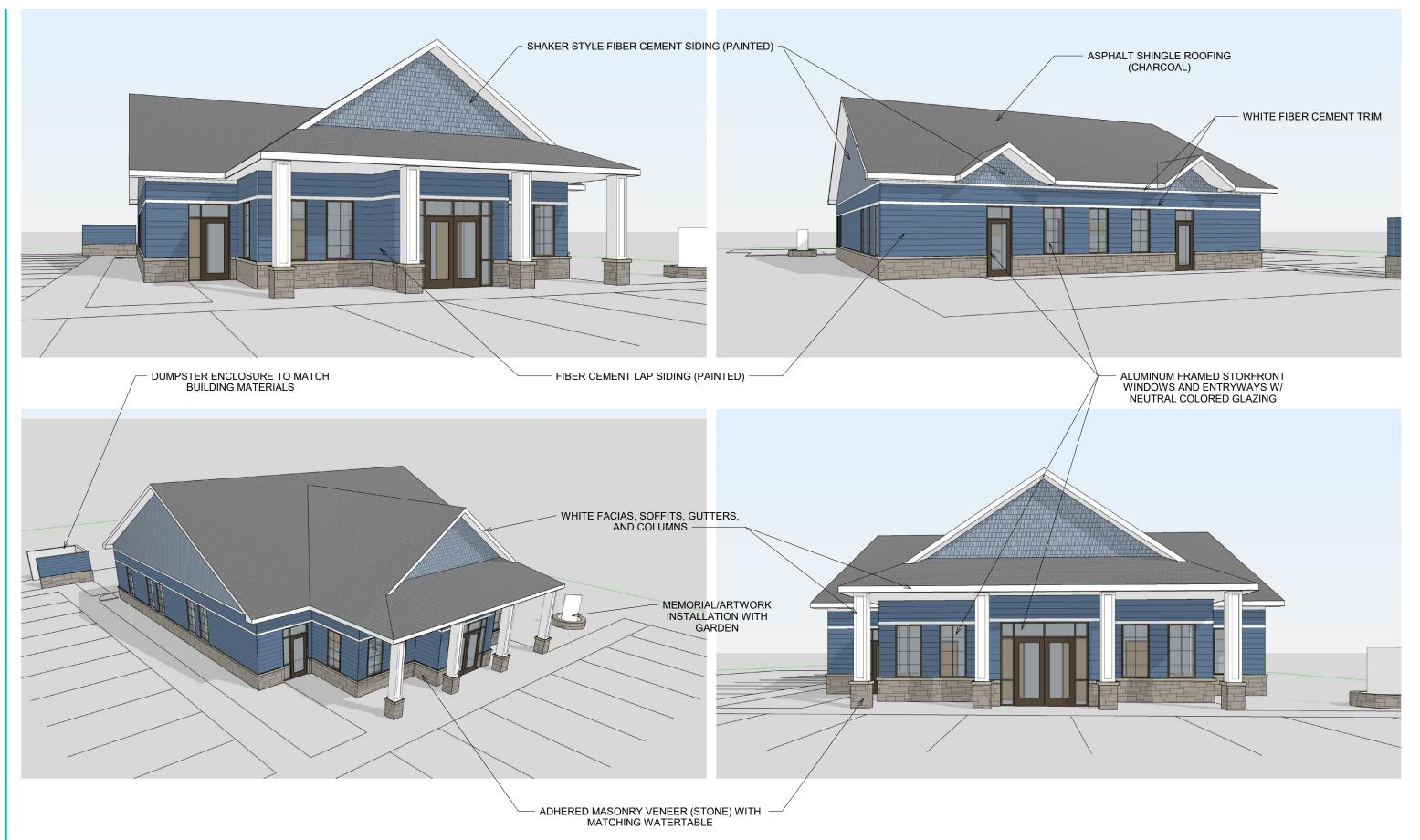
Front: 42-feet East: 40-feet West: 10-feet Rear: 20-feet



3,829 GSF BUILDING

#### **FLOOR PLAN** 1/8" = 1'-0"

<sup>\*</sup>The example floor plan above is meant to convey the general appearance and functionality of the building interiors.

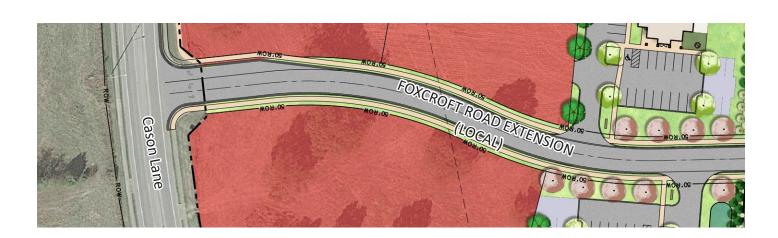


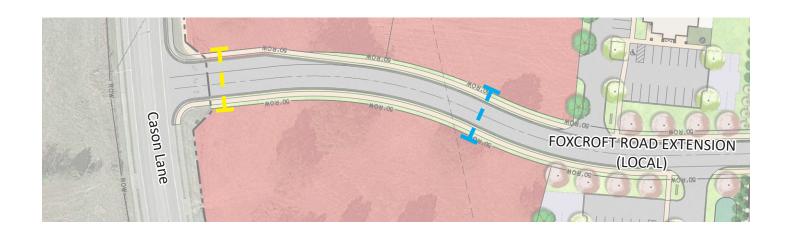
<sup>\*</sup>The conceptual elevations buildings above are meant to convey the general appearance and functionality of the buildings.

Pursuant to the City of Murfreesboro's 2040 Major Thoroughfare Plan (MTP), none of the roadways around this development are slated for improvements. Cason Lane to the west is a major thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently a 3-lane cross-section with curb and gutter, along with sidewalks on both sides of the roadway. Foxcroft Road will be extended through the development to intersection with Cason Lane to the west.

The illustration to the right shows the proposed commercial entrances for this PCD along the Foxcroft Road extension. The image below shows the extension of Foxcroft Road to its proposed intersection with Cason Lane. This intersection will incorporate three lanes onto Cason Lane as well as a single lane for traffic leaving Cason Lane. This intersection will be controlled via a stop sign and stop bar.

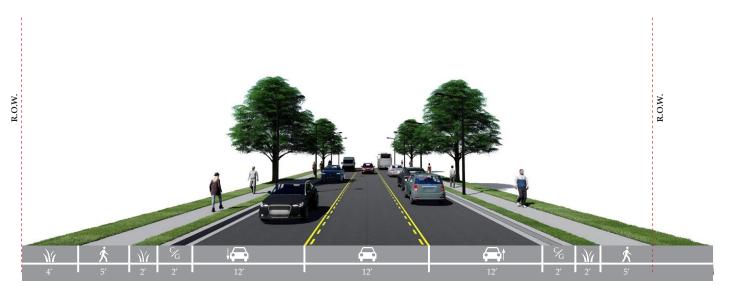




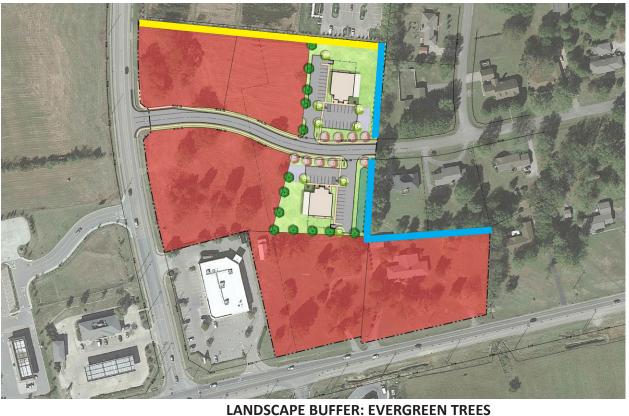




EXAMPLE OF 50' R.O.W. CROSS SECTION



EXAMPLE OF 58' R.O.W. CROSS SECTION WITH



12' WIDE TYPE 'C' LANDSCAPE **BUFFER** 

15' WIDE TYPE 'D' LANDSCAPE **BUFFER** WITH OPAQUE **FENCE** 



not to scale







#### LANDSCAPE BUFFER: EVERGREEN TREES AND SHRUBS





The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the patrons and employees, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

#### **Landscaping Standards:**

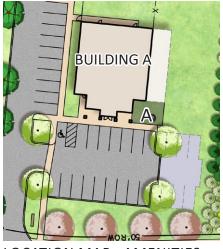
- A minimum 8 feet of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- Along the northern perimeters adjacent to Easton Place Apartments shall be install a 12-foot wide Type 'C' Landscape Buffer planted consisting of a double staggered row of evergreen trees planted 10 feet on center to provide screening for the adjacent property. Evergreen trees will be a minimum of 6 feet tall at the time of planting. In addition to the evergreen trees, single row of evergreen shrubs will fill in the gaps between the evergreen trees during the first few years of the buffer till the trees mature and fill in the buffer. The evergreen shrubs will be a minimum 4 feet tall at the time of planting.
- Along the eastern perimeter adjacent to Stonebrook Subdivision shall be install a 15-foot wide Type 'D' Landscape Buffer planted consisting of a double staggered row of evergreen trees planted 10 feet on center to provide screening for the adjacent properties and their residents. Evergreen trees will be a minimum of 6 feet tall at the time of planting. In addition to the evergreen trees, single row of evergreen shrubs will fill in the gaps between the evergreen trees during the first few years of the buffer till the trees mature and fill in the buffer. The evergreen shrubs will be a minimum 4 feet tall at the time of planting.
- The fence in the Type 'D' Buffer shall be constructed of PVC, wood, or composite materials. The color of the fence will be determined at the site plan review.
- All above ground utilities and mechanical equipment shall be screened with landscaping and/or fences.
- Solid waste enclosure screened with a masonry wall and enhanced with landscaping.
- The fronts and sides at the base of buildings will have at least 5-foot wide landscape strip.
- Fences shall be constructed of PVC, wood, or composite materials. The color of the fence will be determined at the site plan review and approval.
- Landscaping will be in conformance with the City of Murfreesboro's Landscaping Ordinance.

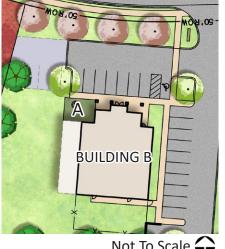


**EXAMPLE OF OPAQUE FENCE AS PART** OF THE TYPE 'D' BUFFER



**EXAMPLE OF A TYPE 'C' BUFFER 5-YEARS AFTER PLANTING** 





A Formal Open Space/Serenity Garden(s)

- Seating Bench
- Improved Hardscape
- Trash Can
- **Enhanced Plantings**

**LOCATION MAP - AMENITIES** 

Not To Scale

With this request, The Ognios at Foxcroft will be dedicating 1 acre (over 30% of the site) to open space between both lots. The open space areas will be comprised of grass areas around the sites, detention areas, and the formal open spaces along the front of the buildings. The formal open spaces along the front of the building could include elements such as; benches, trash cans, outdoor tables, and enhanced plantings. Those items listed would be based on the types of tenants that occupy the building. Sidewalks along the front of the building shall have upgraded pavement materials to better define the formal open space of the site. Such hardscape materials could include; decorative concrete, pavers, or concrete tiles that must be ADA accessible. The Foxcroft Road entrance areas shall incorporate signage built with masonry materials consistent with the building's architecture, and will be anchored with landscaping.



A- Example of Seating Bench



C - Example of Paver



B - Example of Trash Can



C - Example of Decorative Scored Concrete

**1.)** A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

**Response:** The exhibits given on Pages 4-9 meet this requirement.

**2.)** A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

**Response:** The exhibits given on Pages 4-9 meet this requirement.

**3.)** A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

**Response:** The exhibits given on Pages 4-9 meet this requirement.

**4.)** A drawing defining the location and area proposed to be developed for buildings and parking; standards for pedestrian and vehicular circulation; the proposed points of ingress and egress to the development; the provision of spaces for loading; proposed screening to be made in relation to abutting land uses and zoning districts; and the extent of proposed landscaping, planting and other treatment adjacent to surrounding property.

**Response:** Pages 12-13 provide exhibits and standards that provides the required materials.

**5.)** A circulation diagram indicating the proposed principal movement of vehicles, goods and pedestrian within the development to and from existing thoroughfare.

**Response:** Pages 12 & 17 provide exhibits and standards that provides the required materials.

- **6.)** If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:
- (AA): The approximate date when construction of the project can be expected to begin.
- (BB): The order in which the phases of the project will be built.
- (CC): The minimum area and the approximate location of common spaces and public improvements that will be required at each stage
- (DD): A breakdown by phase for subsections (5) and (6) above.

**Response**: The project is anticipated to be developed in two phase. Development is anticipated to begin within 180 days of rezoning approval, and will include all public infrastructure (Foxcroft and utilities).

**7.)** A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

**Response:** The property is currently zoned RM (Rutherford County), OG, and CF. The surrounding area has a mixture of residential and commercial properties. The concept plan and development standards combined with the architectural requirements of the buildings shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

**8.)** A statement setting forth in detail the manner in which the proposed planned development deviates from the zoning and Subdivision Regulations which would otherwise be applicable to the subject property

SETBACKS	CF	PCD	DIFFERENCE
Front Setback	42.0′	42.0′	0.0'
East Setback	10.0′	40.0	+40.0
West Setback	10.0′	10.0′	0.0'
Rear Setback	20.0′	20.0′	0.0'
Maximum Building Height	45.0′	30.0′	-15.0′

**Response:** The applicant is requesting the following exceptions with this PCD.

**9.)** A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio) and the O.S.R. (Open Space Ratio). These tabulations are for the PCD.

**Response:** This requirement has been addressed in the chart below.

OPEN SPACE RATIO (O.S.R.)	0.93
LIVABILITY SPACE RATIO (L.S.R.)	0.61
FLOOR AREA RATIO (F.A.R.)	0.07
TOTAL OPEN SPACE	60,151 s.f.
TOTAL LIVABLE SPACE	81,715 s.f.
TOTAL RIGHT-OF-WAY	29,039 s.f.
TOTAL DRIVE/ PARKING AREA	38,362 s.f.
TOTAL BUILDING COVERAGE	8,500 s.f.
TOTAL LOT AREA	91,051 s.f.
TOTAL MAXIMUM FLOOR AREA	8,500 s.f.
TOTAL SITE AREA	120,077 s.f.

**10.)** The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

**Response:** This property is not in the Gateway Design Overlay District, Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). A portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panel 47149C0255H Eff. Date 01/05/2007.

**11.)** The location and proposed improvements of any street depicted on the Murfreesboro Major Thoroughfare Plan as adopted and as it may be amended from time to time.

**Response:** Pages 5 & 17 discusses the Major Thoroughfare Plan.

**12.)** The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

**Response:** The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Melissa Ognio Barnett. contact info for both is provided on cover.

**13.)** Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

**Response:** Page 15-16 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

**14.)** If a development entrance sign is proposed the application shall include a description of proposed signage for the development including calculations of square footage and height. If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage are located on Page 13 and a description is on Page 4.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 1, 2021

6:00 P.M.

**CITY HALL** 

#### MEMBERS PRESENT

Kathy Jones, Chair Ken Halliburton, Vice-Chair Jami Averwater Rick LaLance Chase Salas Warren Russell Shawn Wright

#### STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Michele Emerson, City Engineer
Sam Huddleston, Executive Dir. Dev. Services

#### 1. Call to order.

Chair Kathy Jones called the meeting to order at 6:00 p.m.

#### 2. Determination of a quorum.

Chair Jones determined that a quorum was present.

#### 3. Old Business:

#### On Motion

Revisions to Murfreesboro Street Design Specifications [2021-802], City of Murfreesboro Public Infrastructure Department applicant. Ms. Michele Emerson presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference. Ms. Emerson provided the Planning Commission with an updated table.

There being no further discussion, Mr. Rick LaLance moved to adopt the revisions to Murfreesboro Street Design Specifications to go into effect January 1, 2022, including incorporating the updated information which had been distributed before the meeting. The motion was seconded by Mr. Shawn Wright and carried by the following vote:

MINUTES OF THE

**MURFREESBORO PLANNING COMMISSION** 

**DECEMBER 1, 2021** 

Chase Salas

Shawn Wright

Nay: None.

Zoning application [2021-430] for approximately 1.7 acres located along New Salem

Highway to be zoned to CF simultaneous with annexation, approximately 2.8 acres to

be rezoned from OG and CF to PCD (The Ognios at Foxcroft PCD), and

approximately 2.2 acres to be rezoned from OG to CF, Melissa Ognio Barnett

**applicant.** Ms. Marina Rush presented the Staff Comments regarding this item, a copy

which is maintained in the permanent files of the Planning Department and is incorporated

into these Minutes by reference.

Mr. Matt Taylor (design engineer) and Mr. Chris Bratcher (owner's representative) were

in attendance to represent the application. Mr. Taylor gave a PowerPoint presentation of

the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning

Department and incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against

the zoning application; therefore, Chair Jones closed the public hearing.

There being no further discussion, Ms. Jami Averwater moved to approve the zoning

application subject to all staff comments; the motion was seconded by Mr. Shawn Wright

and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Chase Salas

11

MINUTES OF THE **MURFREESBORO PLANNING COMMISSION** 

**DECEMBER 1, 2021** 

Shawn Wright

Nay: None.

**5. Staff Reports and Other Business:** 

Mandatory Referral [2021-731] for the City to receive donation of a 60-ft strip of

ProLogis' land that extends to Elam Rd, and the future swap with the owner of

property to the South of this 60-ft strip with another 60-ft strip some 150 ft South of

this strip, for the future construction of Distribution Drive from Elam Road to Elam

Farms Parkway, City of Murfreesboro applicant. Mr. David Ives presented the staff

comments regarding this item, a copy which is maintained in the permanent files of the

Planning Department and is incorporated into these Minutes by reference.

There being no further discussion, Mr. Rick LaLance moved to approve the mandatory

referral subject to all staff comments; the motion was seconded Mr. Shawn Wright and

carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

Mr. Matthew Blomeley reminded the Planning Commissioners if anyone has not

completed the Tennessee state mandated continuing education requirements they have until

December 31, 2021 to do so.

12

ORDINANCE 21-OZ-48 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect to zone approximately 1.7 acres located along New Salem Highway as Commercial Fringe (CF) District simultaneous with annexation, to rezone approximately 2.8 acres from Office General (OG) District and Commercial Fringe (CF) District to Planned Commercial Development (PCD) District (The Ognios at Foxcroft PCD) and to rezone approximately 2.2 acres from Office General (OG) District to Commercial Fringe (CF) District; Melissa Ognio Barnett, applicant [2021-430].

## BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

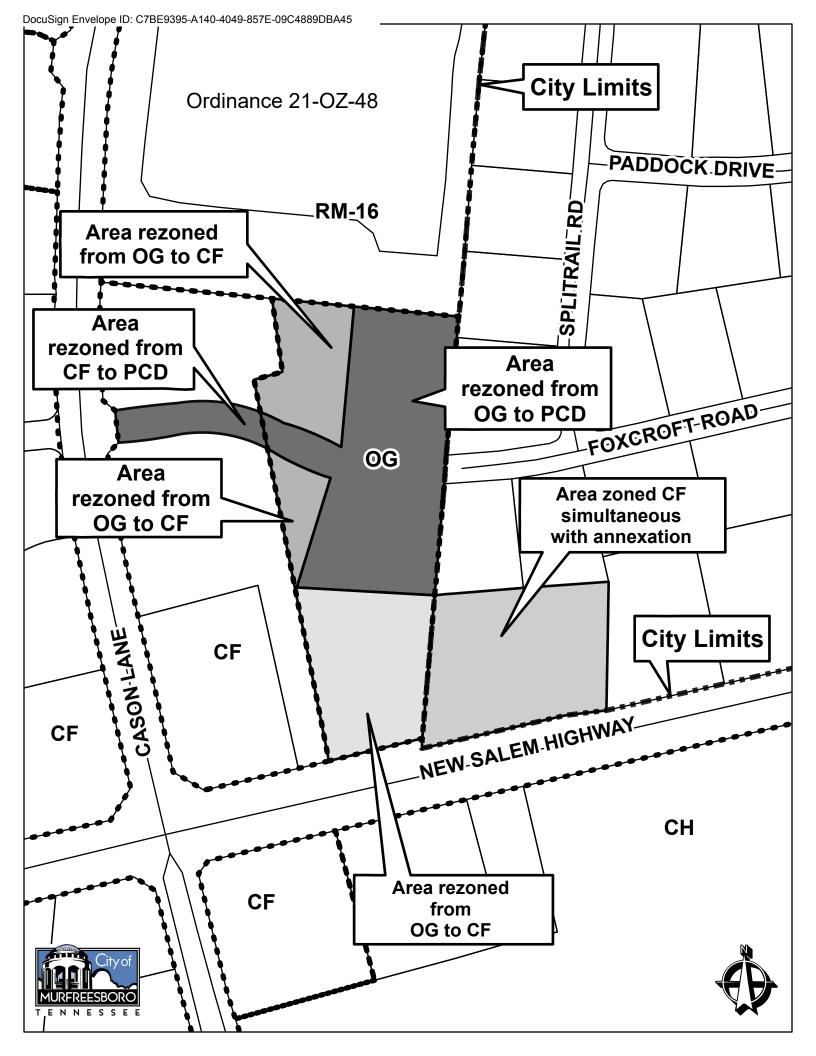
<u>SECTION 1</u>. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to zone the territory indicated on the attached map.

SECTION 2. That from and after the effective date hereof the area depicted on the attached map be zoned and approved as Commercial Fringe (CF) District and Planned Commercial Development (PCD) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:	
	Shane McFarland, Mayor
1 <sup>st</sup> reading	
2 <sup>nd</sup> reading	
ATTEST:	APPROVED AS TO FORM:
	Docusigned by:  Adam 7. Tucker
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney

SEAL



#### **COUNCIL COMMUNICATION**

Meeting Date: 01/27/2022

**Item Title:** Amending the Westlawn PUD zoning along Veterans Parkway

[Public Hearing Required]

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:** 

Ordinance ⊠
Resolution □
Motion □
Direction □
Information □

#### **Summary**

Amend the Westlawn PUD zoning on approximately 23.3 acres located along Veterans Parkway and Blackman Road.

#### **Staff Recommendation**

Conduct a public hearing and enact the ordinance amending the zoning, as requested.

The Planning Commission recommended approval of the zoning amendment.

#### **Background Information**

Oscar Properties, LLC presented a zoning application [2021-432] to amend the Westlawn PUD (Planned Unit District) zoning on approximately 23.3 acres located along Veterans Parkway and Blackman Road. During its regular meeting on December 1, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval. As an aside, the list of permitted uses in the pattern book has been revised since the Planning Commission meeting to clarify that the use "bank branch office" is inclusive of the use "credit union branch office."

#### **Council Priorities Served**

Improve Economic Development

This zoning amendment amends the standards and uses for this portion of the Westlawn PUD, which was originally approved over 10 years ago, in order to adapt to current market conditions. The updated PUD will enable commercial development, which could create jobs for the community and generate tax revenue for the City.

#### **Attachments:**

- 1. Ordinance 21-0Z-44
- 2. Maps of the area
- 3. Planning Commission staff comments from 12/01/2021 meeting
- 4. Planning Commission minutes from 12/01/2021 meeting
- 5. Westlawn PUD pattern book

6. Other miscellaneous exhibits

## MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 DECEMBER 1, 2021

#### PRINCIPAL PLANNER MARGARET ANN GREEN

4.b. Zoning application [2021-432] to amend the Westlawn PUD to allow additional uses within the area identified as C-3 within the program book on approximately 23.3 acres located along Veterans Parkway and Blackman Road, Oscar Properties LLC applicant.

#### Introduction

The subject property is located along Veterans Parkway and Blackman Road and is a part of the Westlawn PUD (Planned Unit District). Westlawn is approximately 206.8 acres in total and the area being considered for an amendment is a smaller 23.3-acre section.

#### **Adjacent Zoning and Land Uses**

The majority of the Westlawn PUD is located to the west, across Veterans Parkway. The Planning Commission approved site plans and subdivision plats for the development of a grocery store, Ascension Saint Thomas micro hospital, TOA medical office building, Murfreesboro Medical Clinic, and various commercial outparcels. Single-family, residential uses are to the east, across Blackman Road. Undeveloped CH property owned by Vanderbilt University Medical Center is to the contiguous north.

#### Request for Westlawn PUD zoning amendment

In 2018, the City Council approved an amendment to the Westlawn PUD to identify areas along Shores Road as "C-4" and "C-5" and then, subsequently in 2020, the City Council approved further amending the Westlawn PUD to add "hospital" as a permitted use within area C-4 (it was already a permitted in C-5). Areas C-4 and C-5 are required to have a 40-foot landscape buffer and berm along the the existing residential uses.

#### Area C-3 [adds permitted uses]

Area C-3 is 23.3 acres and is located between Veterans Parkway and Blackman Road. Area C-3 currently permits commercial and institutional uses. The applicants for the subject property (Oscar Properties) are requesting an additional Westlawn PUD amendment specific to the area C-3. The applicant's representatives have expressed a desire to add "hospital" as a permitted use, a use which is not permitted under the current use restrictions. Developments proposed within the Westlawn PUD are subject to the GDO design standards.

The following chart is a list of proposed permitted within C-3 and is the same as C-4. The PUD amendment further prohibits "Truck Stops" and "Adult oriented businesses".

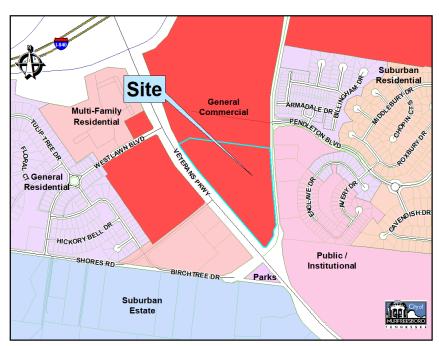
PERMITTED USES	
ADULT DAY CARE HOME	HOTEL
ANTIQUE SHOP <3,000 S.F.	ICE CREAM SHOP
ASSISTED LIVING	INTERIOR DECORATOR
BAKERY, RETAIL	JEWELRY
BANK, BRANCH OFFICE	KARATE, INSTRUCTION
BARBER OR BEAUTY SHOP	LABORATORIES, MEDICAL
BOOK OR CARD SHOP	MEDICAL OFFICES
BUSINESS SCHOOL	MEDICAL RELATED PROFESSIONS
BUSINESS AND COMMUNICATION SERVICE	NURSERY SCHOOL
CLOTHING STORE	OFFICE/ART SUPPLIES
CONVENIENCE SALES AND SERVICE, MAX 5,000 S.F. FLOOR AREA CRAFTS STORE	OFFICES
MAX 5,000 S.F. FLOOR AREA	PERSONAL SERVICE ESTABLISHMENT
CRAFTS STORE	PET SHOPS
DAY-CARE CENTER	PHARMACEUTICALS
DEPARTMENT OR DISCOUNT STORE	PHARMACIES
DOUGHNUT SHOP	PHILANTHROPIC INSTITUTION
DRY CLEANING PICK-UP STATION	PHOTO FINISHING
FLOWER OR PLANT STORE	POST OFFICE OR POSTAL FACILITY
FUNERAL HOME	RESTAURANT AND CARRY-OUT RESTAURANT
GAS STATION	(ALCOHOL SERVED ON PREMISES)
GROCERY	RETAIL SHOP, OTHER THAN ENUMERATED ELSEWHERE
HEALTH CLUB	SPORTING GOODS
HOME IMPROVEMENT CENTER	TELEPHONE SERVICE CENTER
HOSPITAL	VETERINARIAN'S OFFICE

<sup>\*</sup>PLANS TO ADHERE TO GATEWAY DESIGN OVERLAY CRITERIA AND MURFREESBORO DESIGN GUIDELINES

#### **Future Land Use Map**

The *Murfreesboro 2035* Land Use Plan indicates that General Commercial is the most appropriate land uses for the subject property. The commercial uses are consistent with the Land Use Plan's recommendations. The applicant should discuss how this rezoning request ultimately supports the goals of *Murfreesboro 2035*.

#### Murfreesboro 2035 - Future Land Use Map

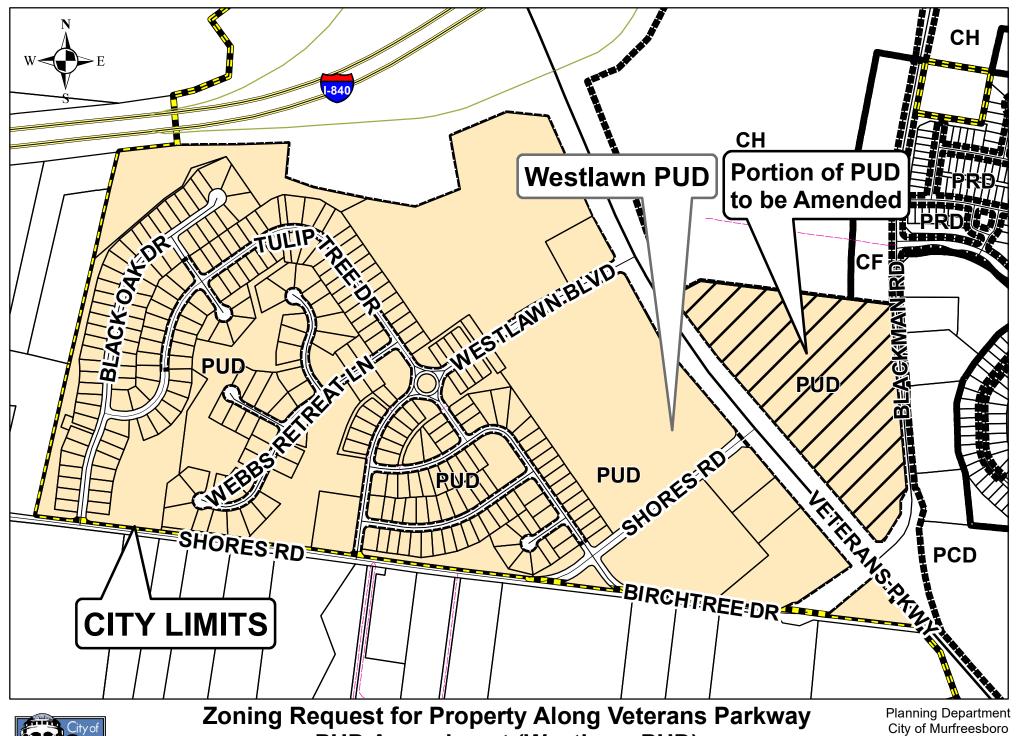


#### Recommendation:

Staff is supportive of this rezoning request for the following reasons:

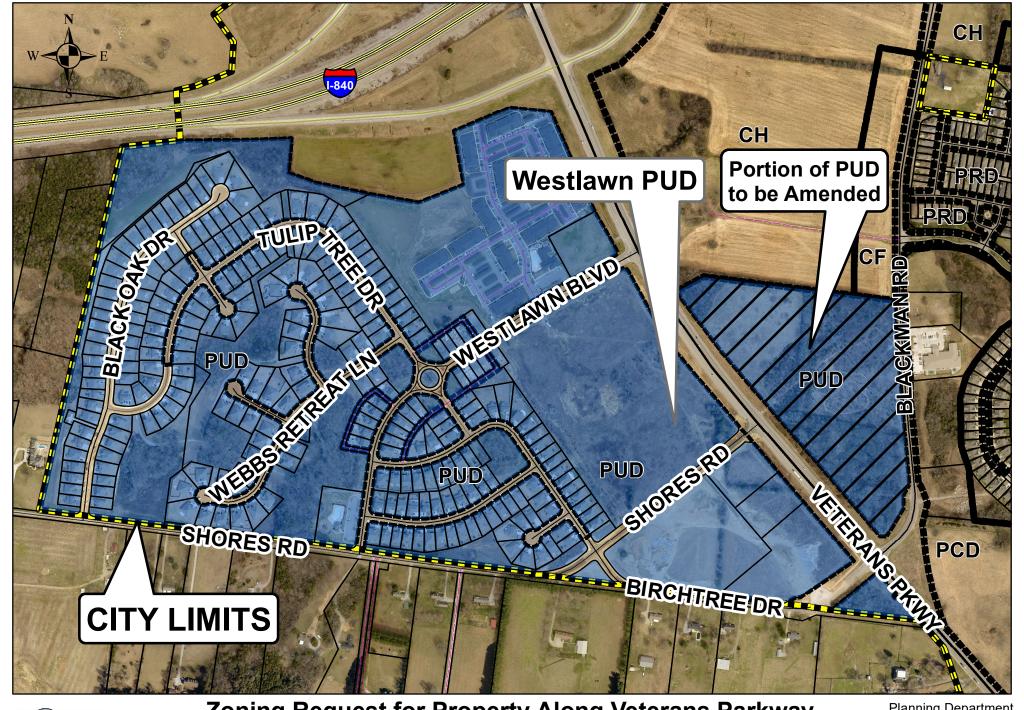
- 1. The zoning request is consistent with the *Murfreesboro 2035 Comprehensive Plan* and the Future Land Use Map.
- 2. The proposed uses for area C-3 are consistent with other sections of the Westlawn PUD.
- 3. Under the PUD, the development quality is held to the GDO standards and is a part of a larger, master planned development with an overarching thematic continuity.
- 4. The development of this property will participate in the realignment of Blackman Road and its signalizing at Veterans Parkway.

The applicant will be available at the Planning Commission meeting to discuss the proposed rezoning request. The Planning Commission will need to conduct a public hearing prior to forwarding a recommendation to the City Council.



**PUD Amendment (Westlawn PUD)** 

111 W. Vine St. Murfreesboro, TN 37130 www.murfreesborotn.gov





Zoning Request for Property Along Veterans Parkway PUD Amendment (Westlawn PUD)

0 245 490 980 1,470 1,960 Fee

Planning Department City of Murfreesboro 111 W. Vine St. Murfreesboro, TN 37130 www.murfreesborotn.gov



#### SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning • Landscape Architecture 850 Middle Tennessee Blvd, Murfreesboro, TN 37129 www.sec-civil.com • 615-890-7901 • fax 615-895-2567

January 20, 2022

Margaret Ann Green City of Murfreesboro Planning Department 111 West Vine Street Murfreesboro, TN 37130

RE: Summary of Revisions to the Rezoning Booklet

Westlawn PUD Murfreesboro, TN SEC No. 19164

Dear Margaret Ann,

This letter is to outline the revisions that have been made to the Rezoning Booklet for Westlawn PUD. These revisions reflect revisions made between the Planning Commission Meeting and City Council Public Hearing.

#### PCD book comments:

Cover Sheet.

Response: added City Council Public Hearing Date.

> Page 40-.

Response: Added "Including Credit Union Branch Office" after Bank Branch Office. This was added out of concern from a potential buyer that their operations would not be covered under the original Bank Brach Office term.

If you have any questions or if I may be of further assistance, I can be contacted by phone at 615-890-7901. My email address is mtaylor@sec-civil.com. Our fax number is 615-895-2567.

Sincerely,

Matt Taylor, P.E. Vice-President

matt Taylor

SEC, Inc.



# WESTLAWN

#### Revised Document

Submitted November 8, 2021 to be heard at the November 17, 2021 Planning Commission Workshop Submitted November 19, 2021 to be heard at the December 1, 2021 Planning Commission Public Hearing Submitted January 19, 2022 to be heard at the January 27, 2022 City Council Public Hearing

REVISED BOOKLET PAGE (BY SEC, INC.)

Prior Approval Dates
February 22, 2007
Resubmitted: March 22 2010
Revised For City Council Public Hearing: May 13, 2010
Revised For City Council Public Hearing: July 26, 2018
Revised For City Council Public Hearing: June 25, 2020



## WESTLAWN

a	ITRODUCTION4
b sı	TE INVENTORY / ANALYSIS
C	-IE MASTER PLAN
dessi	TE AMENITIES

	Residential Amenities
	Pocket Parks
	Poolhouse / Pool
	Trail System
	Walkable Community
[	Commercial
	Formal Open Space / Plaza Space
[	Residential Buffer / Screening
[	Commercial Buffer / Screening
[	Roundabout

Z TI	HE COMMERCIAL / RETAIL CENTER  Overview Architectural Character	38-39
f	HE COMMERCIAL / OFFICE / HOTEL  Overview C-3  Overview C-4  Overview C-5	40-45
<b>3</b> TH	HE NEIGHBORHOODS	46-49
h	ULTI-FAMILY  Product Design Multi-family	50







## INTRODUCTION

On behalf of Oscar Properties, LLC the purpose of this submittal is to request and amendment to the Westland PUD relative to areas C-2 and C-3 of the previously approved master plan. The original PUD was approved on February 22, 2007 and revised May 13, 2010, June 26, 2018, and June 25, 2020.

This request is to revise and combine the existing C-2 and C-3 into one area to be named C-3. As part of this revision, the unusable conceptual site plans on the master plan have been removed from all pages of the book. This revision also includes clarification on the allowable land uses permitted within the new C-3 area of the development.

### Planning Objective

Westlawn is a community that is planned to provide a life style environment that embraces the planned objectives of the Blackman Land Use Study, preserves the natural assets of the property and embraces development standards that will be representative of this gateway into Murfreesboro. Proposed as a Planned Development, Westlawn will be dictated by restrictive covenants that will define the character of the community. The developments, commercial and multi-family components, are proposed to be developed under the Gateway Design Overlay design standards and review process to insure that the property meets the City's expectations relative to quality.

Planned as a mixed-use community, Westlawn provides a variety of land uses that are organized and designed to be reflective of a Planned Community. Architecture, signage, landscape, streetscape and other design elements will be designed and coordinated to reflect a cohesive character throughout the development. This is reinforced by providing connectivity for both pedestrian and vehicular modes of transportation to tie the community together.

The residential communities within Westlawn provide a variety of housing options that create unique communities within the development. Larger lots are located within the more environmentally sensitive portions of the property to insure their protection. Higher density products are located adjacent to the commercial components to provide a logical land use transition.

Located at the interchange of Veterans Parkway and SR 840, the commercial components are designed to take advantage of the vehicular access created by the new interchange. Incorporating the commercial uses within the Westlawn Community provides the residents with shopping opportunities to meet their daily needs without having to travel to far reaching existing centers. The transportation network has been designed to encourage a walkable community where the residents have a choice of walking to these services by providing tree lined sidewalk system along the proposed streetscape. The internal street network has also been designed to minimize the need to travel via vehicle along Veterans Parkway to access the services.

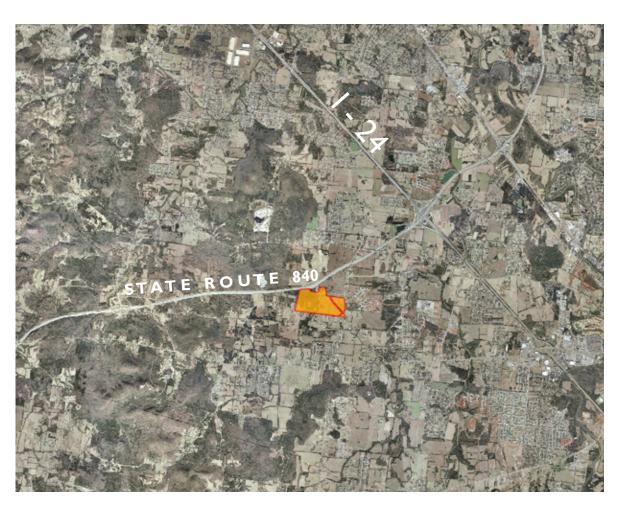
Overall, Westlawn is intended to provide a community within the City of Murfreesboro that incorporates design elements that create a character that is unique upon itself and is reflective of a gateway into the City.





## LOCATION . VICINITY . REGIONAL MAP







## THE SITE-SITE PHOTOS





Looking south on old Beesley Road.



Looking east down Shores Road.



Looking north on old Beesley Road.



Looking west down Shores Road.





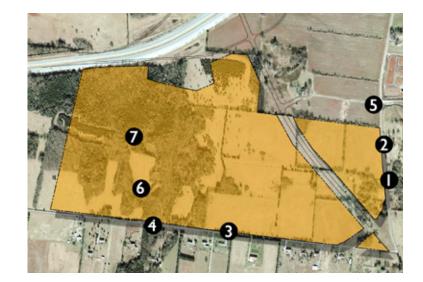
## THE SITE-SITE PHOTOS



Adjacent subdivision heading north on old Beesley Road - Berkshire subdivision



Existing wetland located centrally on the property.

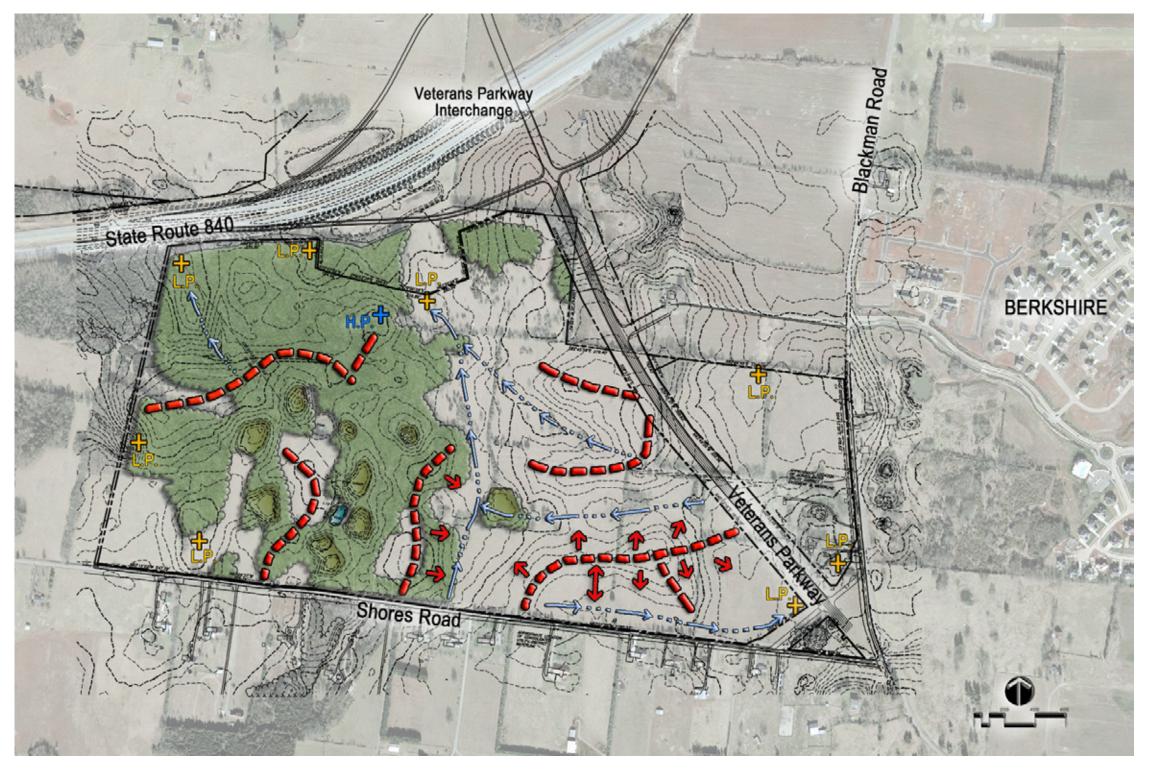


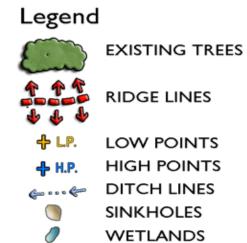


Sinkholes and depressions located in the woodlands.



## THE SITE-LANDFORMS & NATURAL RESOURCES

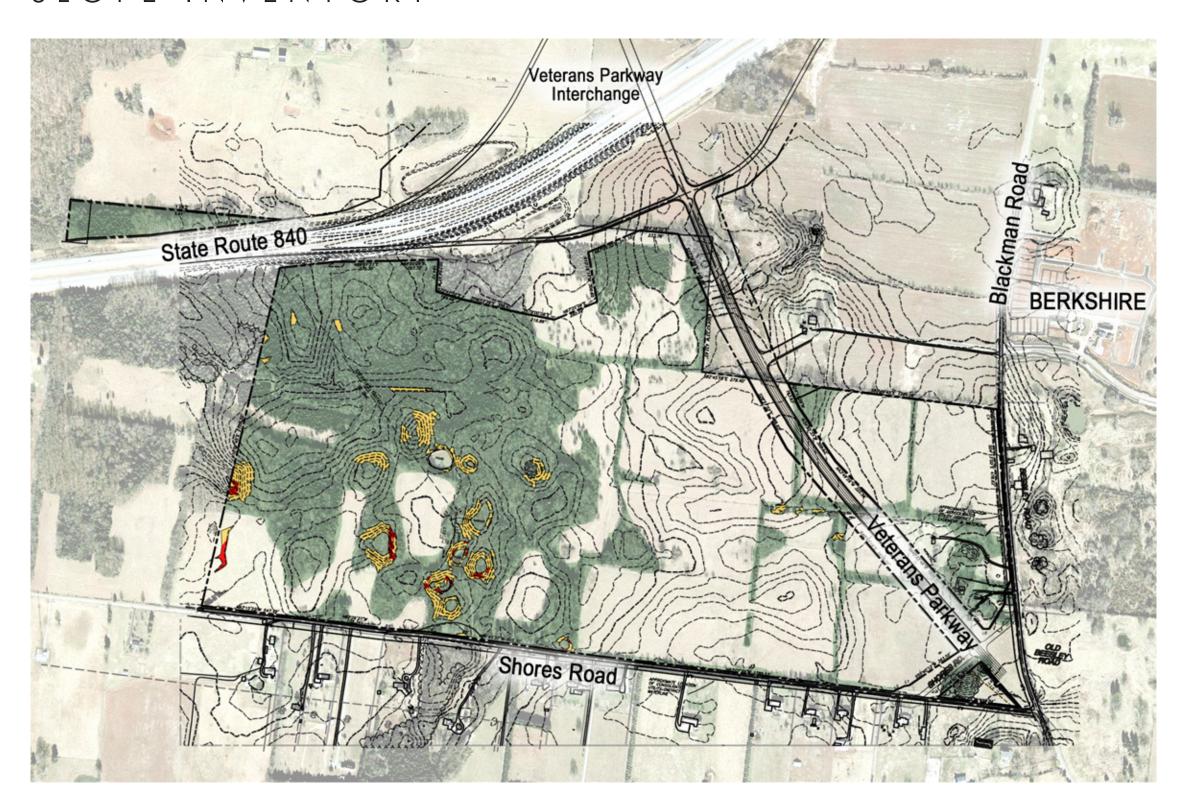








## THE SITE-SLOPE INVENTORY



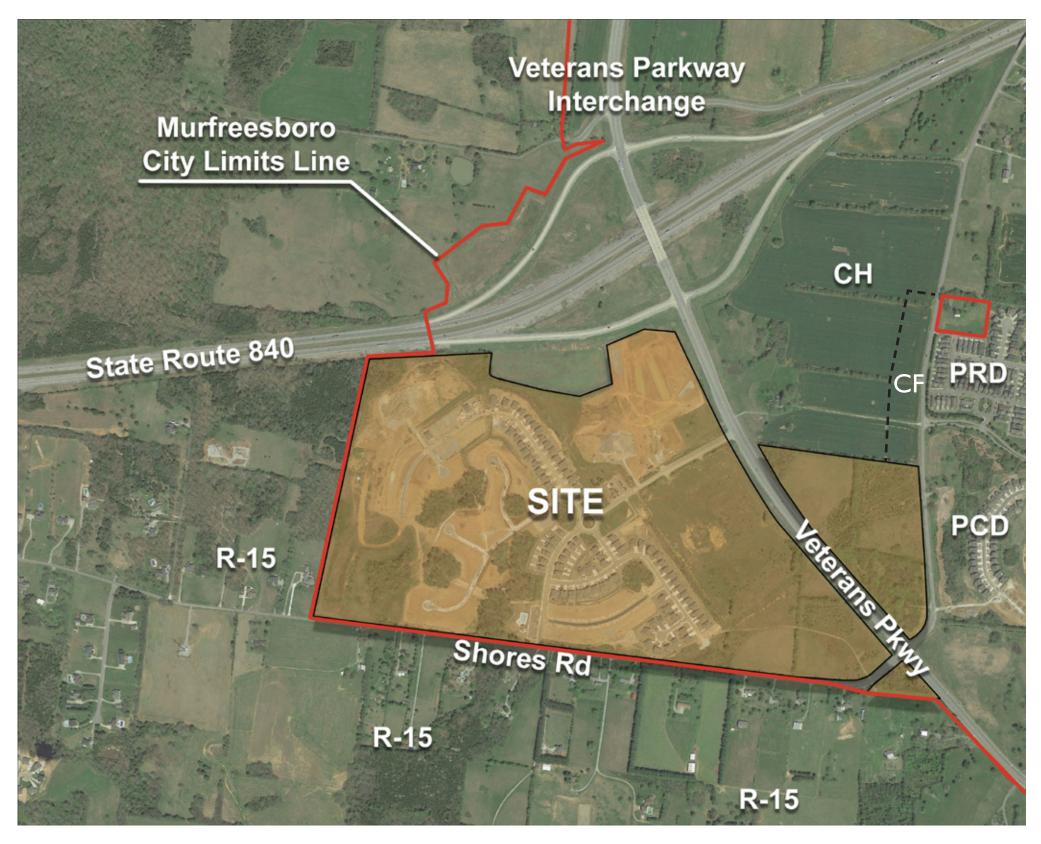
Except for a few areas in the wooded Karst areas, the site consists of topography of less than 10%. The western section of the site contains small areas with 11-25% slopes and a couple of areas greater than 25% slope, which are contained within the limits of the existing sinkholes.

- 11% 25% SLOPES
- 25% VERTICAL SLOPES





## SURROUNDING LAND USE MAP

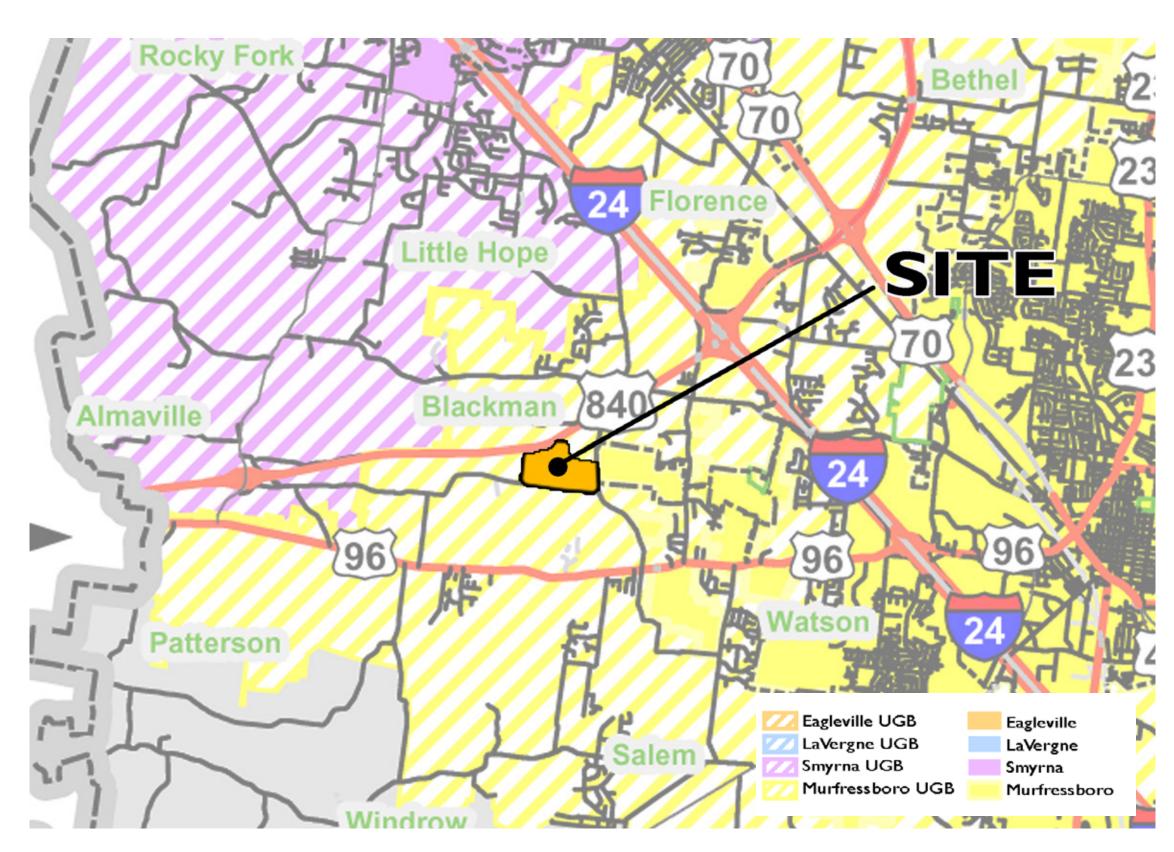


The property is primarily surrounded by large lot single family residential property and agriculture land. These properties, located to the west, south and northeast are located within the Rutherford County Planning Jurisdiction and are zoned R-15.

Berkshire, a large Planned residential development containing a mixed of housing products is located to the east along the current Blackman Road frontage. This development has been approved for and contains a mix of single family and attached townhome products. The property just south of the access to Berkshire fronting Blackman Road is currently zoned PCD (Planned Commercial Development). Both of these components of Berkshire are located within the Murfreesboro City limits and fall within the Murfreesboro Planning jurisdiction.





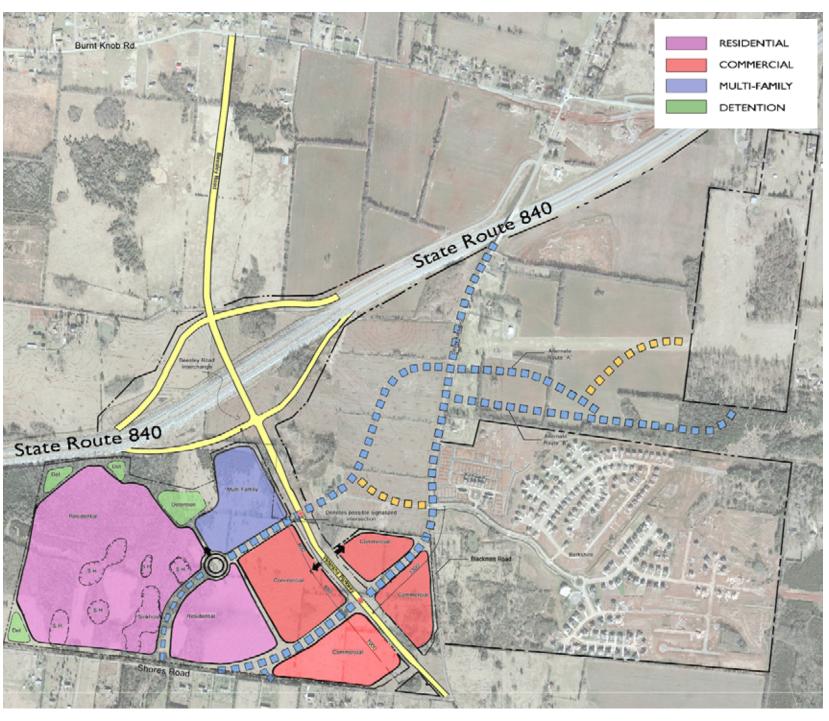


The property, as shown by the accompany map, is located within the Murfressboro Urban Growth Boundary. It is also contiguous to the Murfressboro City Limits with the Berkshire Development property bounding the eastern boundary of the property. As a result, additional properties will not have to be annexed to bring the property into the city.





## CONCEPTUAL LAND USE PLAN



COMMUNITY COLLECTOR
RESIDENTIAL COLLECTOR

Per the 2000 General Development plan for the Blackman Community, this property was identified to contain a mix of land uses that reflects the appropriate development scenario for a property located at an interchange. The Master Plan for Westlawn concurs with the recommendations of the study with a mix of the following uses.

Single Family Residential lots Multi-family units Commercial/retail development

These uses have been strategically located to reflect the development patterns shown on the plan. The higher density commercial and multifamily products have been located adjacent to the interchange and Veterans Parkway that is identified as a 5-lane arterial. The lower density single family residential products have been located on the western half of the property as a transition to the existing low density residential neighborhood.

The proposed Master Plan does reflect a change in land use at the property located on the east side of Veterans Parkway. The Blackman Land Use Study identifies this as medium density residential development. Westlawn is proposing that this area to be developed as commercial for several reasons. A portion of the Berkshire Development located along the frontage of Veterans Parkway has been zoned to a PCD (Planned Commercial Development). This change in the future land use, along with the character of the five lane Veterans Parkway arterial classification and realignment of Shores Road justifies a higher and better use for this corner.

Westlawn also took into account the transportation network relative to its impact and effect on the propertie s located to the east. Per the land use study, a realignment of Shores Road was proposed to create a more desirable east-west connector between both the Westlawn property and developable land to the east. As shown on the conceptual land use plan and Master Plan, the proposed realignment of Shores Road and other

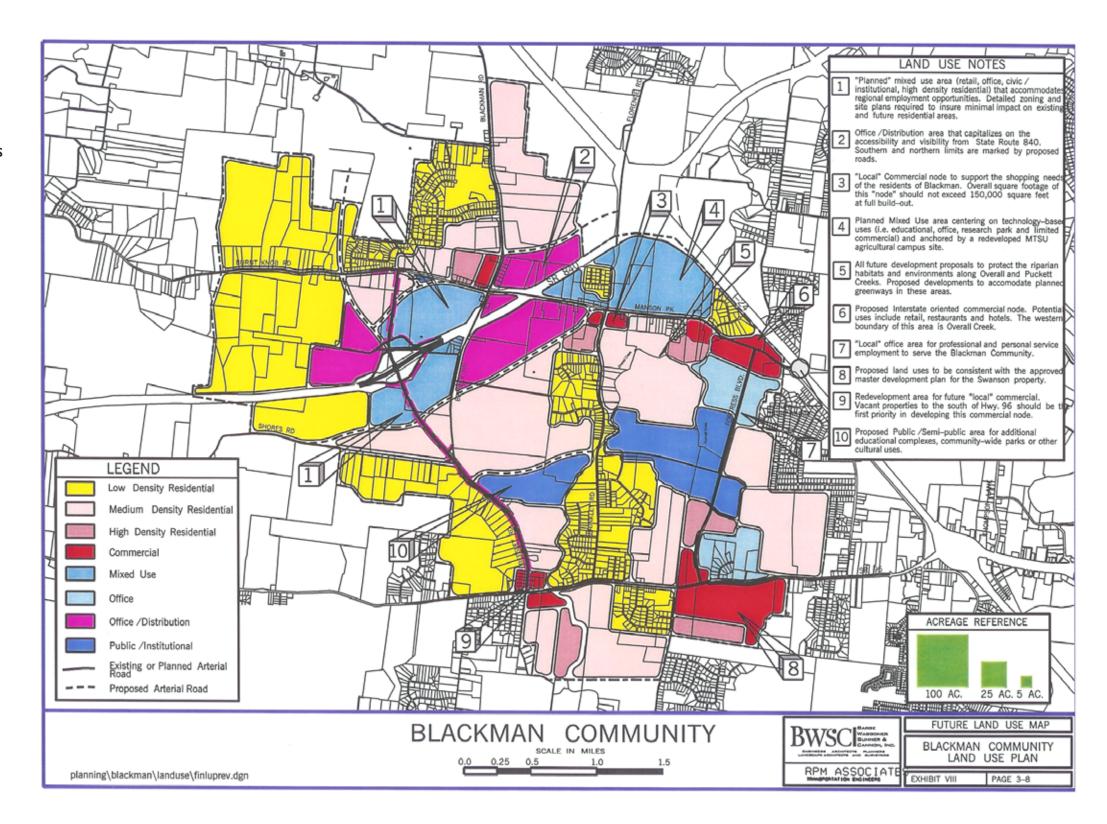




## BLACKMAN LAND USE STUDY CONFORMANCE

community collectors created within the Westlawn Development have been designed to create a logical road network to accommodate the future development potential of the remaining properties in this study area.

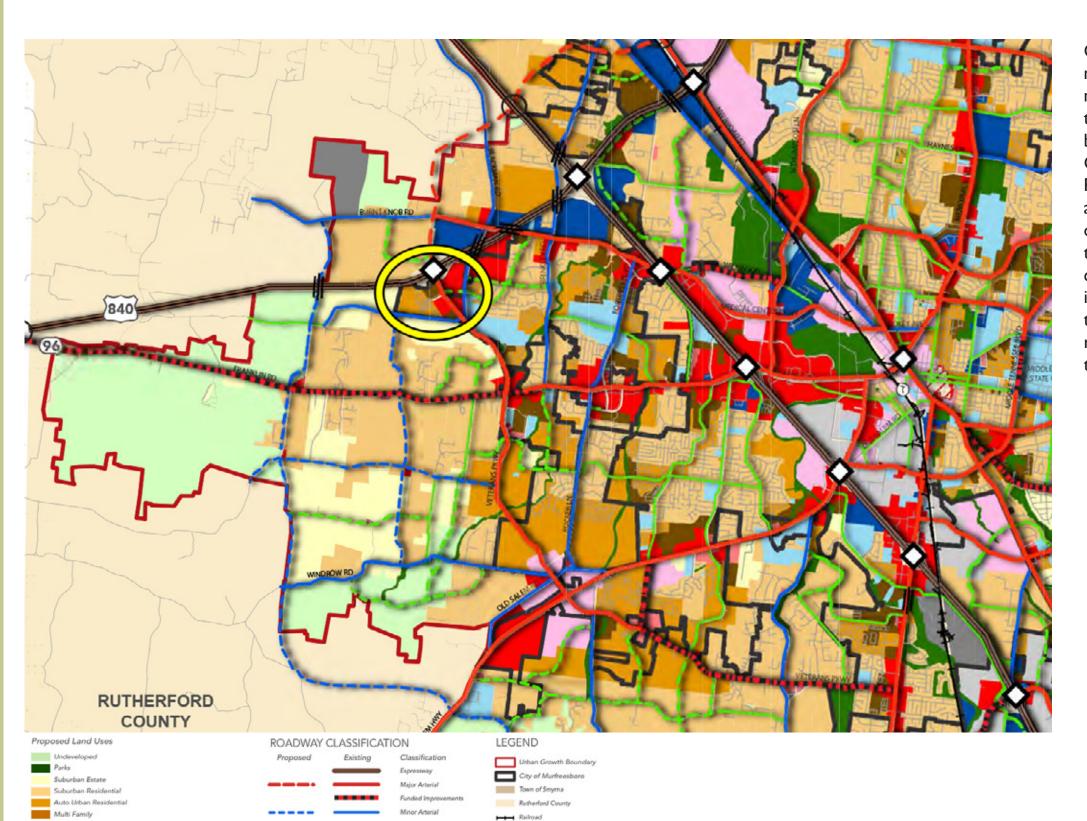
As a result of Westlawn's Land Use and Transportation Network organization and the land use change along Veterans Parkway, we feel that Westlawn, as proposed, conforms with the intent and recommendations of the Blackman Land Use Study.







## MURFREESBORO 2035 FUTURE LAND USE CONFORMANCE



Proposed Interchange
 Existing Grade Separated

Existing Bridge Overpass

ORIGINAL BOOKLET PAGE (NOT BY SEC, INC.)

Currently this property is identified for multi-family as a result of the previous master plan that was approved. However, the site is bound to the North and East by properties with a commercial policy. Given the development of the new West Park on the North side of the interchange and the anticipated regional draw, and lack of commercial policy of the North side of this significant interchange, that additional commercial policy could be supported in the form of a Planned Development that would incorporate additional buffer requirements, that provide a transition to the residential policy to the South.



Neighborhood Comr

Business Park

Public / Institutional



## OVERVIEW

Westlawn is planned as a mixed use development with a variety of residential and commercial/retail uses. Located at the gateway of the Veterans Parkway interchange, the density and uses proposed are intended to create an active community that provides quality of life opportunities for its residents and commercial tenants. Designed to conform with the General Development Plan for the Blackman Community, Westlawn's Master Plan has been organized so that its land uses and transportation network provide the appropriate transitions between the existing neighborhood and the interchange.

The commercial components for Westlawn are located along the existing 5-lane Veterans Parkway. This alignment segregates a portion of the development essentially creating two commercial districts or the east and west side. The western side contains 18.49 acres and is proposed to be developed with 162,000 s.f. retail center containing a grocery store, specialty shops and the potential for several larger tenants. There are 5 out-parcels along the Veterans Parkway frontage that are targeted for a variety of potential uses including potential banks, restaurants, drug stores, retail centers, and other ancillary out-parcel uses. The western side also contains 16.81 acres (C-4 & C-5) proposed for 2 types of commercial developments. This includes area C-4 with potential hotel, hospital, medical office, and commercial/retail as permitted in out-parcels A-E, adjacent to Veterans Parkway. Then transitioning to area C-5 which includes hospital, medical and general office, potential assisted living, independent living, and/or age restricted residential uses.

On the east side of Veterans Parkway, area C-3 proposes 23.25 acres of commercial/retail development and out-parcels. The new alignment of Blackman Road bisects this portion of the property creating an intersection between a community collector and arterial streets. This intersection is anticipated to be signalized upon full build-out. Careful consideration has been given to the southeast quadrant of this commercial node relative to the retails presentation to the streets that surround all sides of this parcel.

The residential neighborhood component of Westlawn contains attached and detached residential products. The detached products consist of 60', and 63' front entry garage product, and 85' wide lot with side entry garages. 51' cottage lots are proposed along the collector which incorporates alley loaded garages to remove the garage from the streetscape.

Overall, Westlawn has been designed to respect the natural resources and utilize them as an amenity for the development. The natural resources have been utilized to create open space that has been integrated into the pedestrian network to connect the various neighborhoods to each other. The Streetscape Network compliments this design element by providing connectivity for both the pedestrian and vehicular traffic to help provide a walkable and integrated development.

OVERALL SITE DATA						
TOTAL SITE AREA 206.75 ACRES +/-						
RIGHT OF WAY DEDICATION						
(SHORES ROAD) 1.07 ACRES +/-						
MAP AND PARCEL NUMBERS	A PORTION OF PARCEL 1.0 AND					
	A PORTION OF PAR	CEL 1.02 ON				
	MAP 93; AND					
	A PORTION OF PAR	CEL 52, MAP 78				
CITY	MURFREESBORO					
STATE	TENNESSEE					
COUNTY	7TH CIVIL DISTRICT	OF RUTHERFORD CO	DUNTY			
EXISTING ZONING R-15 (RUTHERFORD COUNTY)						
PROPOSED ZONING PLANNED DEVELOPMENT						
COMMERCIAL						
ACREAGE USE	S.F. F.A.R.	PARKING PROVIDED	PARKING RATIO	PAVED ACREAGE	OPEN SPACE	
C-1 18.49 AC. +/- RETAIL	162,000 +/- 0.20	817 SPACES	1 SP. PER 198 S.F.	8.43 AC. +/- (45.6%)	6.34 AC. +/- (34.3%)	
C-2/ 23.25 AC SEE PAGES 40-41 FOR BULK CRITERIA FOR SECTION C-3						
C-3						
C-4/C-5 16.81 AC. +/- *SEE PAGES 42-45 FOR BULK CRITERIA FOR SECTION C-4 AND C-5						
MULTI-FAMILY						
ACREAGE OPEN SPACE	PROPOSED UNITS	UNITS PER ACRE	PROPOSED PARKING	PARKING RATIO		
M-1 22.70 AC. +/- 15.44 AC. +/- (68.0%)	288	12.69	539 SPACES	1.87 SPACES PER UNIT		
PARKING WILL BE PROVIDED T				PROVIDED TO		
ACCOMMODATE THE MURFREESBOF					HE MURFREESBORO	
ZONING REGULATIONS AS THEY						
RELATE TO THE BEDROOM MIX.						



RESIDENTIAL	_						
ACREAGE	NO. OF LOTS	UNITS PER ACRE	TOTAL LOT AREA	TOTAL R.O.W. AREA	OPEN SPACE	ADD. PARKING	
R-1 113.80 AC. +/-	264	2.32	74.24 ACRES +/-	16.57 ACRES +/-	22.99 AC. +/- (20.2%)		
OUTPARCEL	S						
OUTPARCEL	ACREAGE	PERMITTED USES					
A	1.88	ADULT DAY CARE I	HOME	JEWELRY			
В	1.53	ANTIQUE SHOP <3,	000 S.F.	KARATE, INSTRU			
С	1.39	ASSISTED LIVING BAKERY, RETAIL		LABORATORIES, LIQUOR STORE	MEDICAL		
D	1.54	BANK, BRANCH OFFICE		MEDICAL OFFICE	ES		
E	1,58	BARBER OR BEAUT			MEDICAL RELATED PROFESSIONS		
BOOK OR CARD SHOP BUSINESS SCHOOL BUSINESS AND COMMUNICATION SERVIC CLOTHING STORE CONVENIENCE SALES AND SERVICE, MAX 5,000 S.F. FLOOR AREA CRAFTS STORE DAY-CARE CENTER DEPARTMENT OR DISCOUNT STORE DOUGHNUT SHOP DRY CLEANING PICK-UP STATION FINANCIAL SERVICE FLOWER OR PLANT STORE FUNERAL HOME GAS STATION GROCERY HEALTH CLUB HOME IMPROVEMENT CENTER ICE CREAM SHOP INTERIOR DECORATOR			OFFICE/ART SUPPLIES OFFICES OFFICES CE PERSONAL SERVICE ESTABLISHMENT PET SHOPS PHARMACEUTICALS PHARMACIES PHILANTHROPIC INSTITUTION PHOTO FINISHING PHOTO FINISHING PICK-UP STATION POST OFFICE OR POSTAL FACILITY RESTAURANT AND CARRY-OUT RESTAURANT (ALCOHOL SERVED ON PREMISES) RETAIL SHOP, OTHER THAN ENUMERATED ELSEWHERE SILVERWARE & CUTLERY SOAP SPORTING GOODS TELEPHONE SERVICE CENTER TOBACCO PRODUCTS VETERINARIAN'S OFFICE				





## REVISIONS TO PREVIOUS BOOK

Below is an outline of specific changes that have been made to the Westlawn Pattern Book as previously approved June 25, 2020.

- Cover updated submittal and approval dates
- Pg. 3 Updated table of contents for new C-3 pages (Pg. 40-50)
- Pg. 4 Updated introduction paragraph
- Pg. 15 Revised paragraph 3 for updated text related to proposed changes to C-3 district
- Pg. 17 Updated C-3 graphic on Master Plan
- Pg. 18 Updated C-3 graphic on Open Space Plan
- Pg. 21 Updated C-3 graphic on Phasing Plan
- Pg. 33-34 Updated buffer graphics and text to match the approved and installed buffers per the 2019 PUD Amendment.
- Pg. 40 added new page for C-3 to outline permitted and restricted uses in C-3 and updated C-3 graphic.
- Pg. 41 Added new page for C-3 to show permitted architectural character in C-3
- Pg. 42-51 previously Pg. 40-49















3.22 Acres

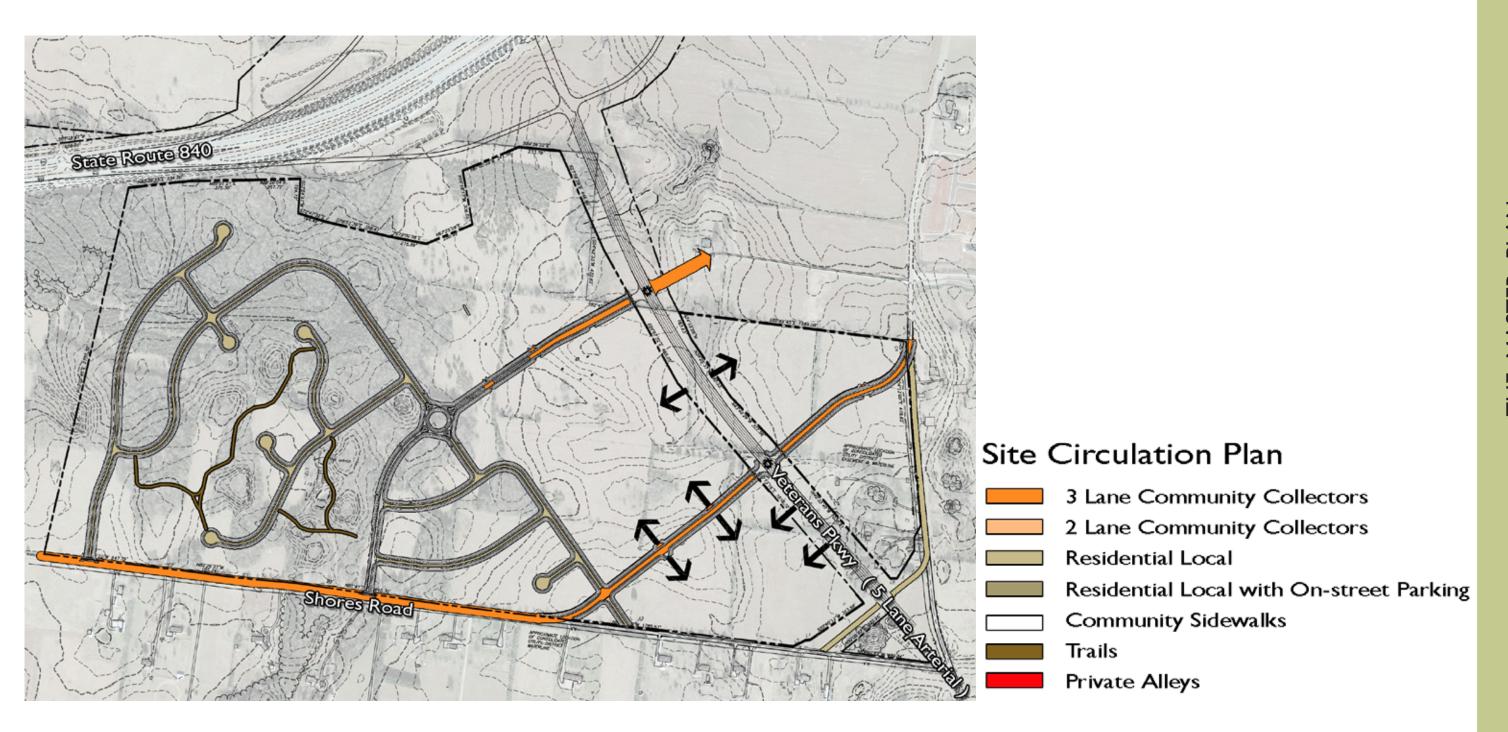
General Open Space

61.62 Total Acres (includes pocket parks) 29.8% of Total Site Acreage





The project site is currently accessible along the south property line by Shores Road and along the east property line from Veterans Parkway. Veterans Parkway and new interchange at State Route 840, provides additional access via a proposed 5 lane arterial road.







# TRANSPORTATION NETWORK-COMMUNITY STREETSCAPES

All public streets and private alleys will be designed to accommodate service delivery capabilities.

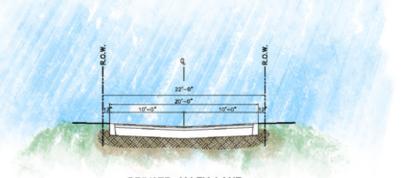






3 LANE COMMUNITY COLLECTOR (60' R.O.W.)





PRIVATE ALLEY LA (22' R.O.W.)





## PHASING PLAN



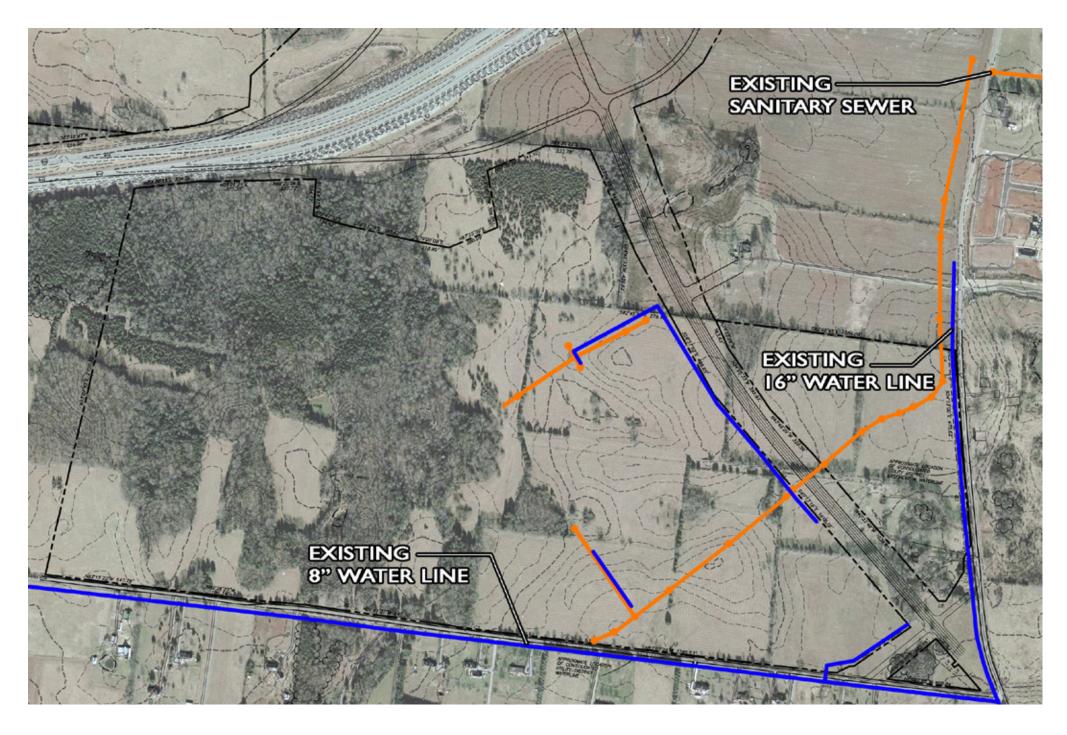




## C

## UTILITIES -WATER, SEWER, & DRAINAGE

No blue line streams are on the property. Two small ponds are centrally located in the western 1/3 of the site (one of which has been identified as wetlands). Drainage is predominantly site contained and takes places from the numerous high points toward the Karst depressions (sinkholes) and the perimeter of the site. A majority of the property drains toward I-840, the northern border of the property. Sanitary sewer will be extended from an existing manhole north of Berkshire via gravity sewer along existing Blackman Road. A 16" water line exists on the western side of existing Blackman Road that will serve the property.







Westlawn has been designed to provide a variety of amenity opportunities for its residents and patrons. Designed as a mixed-use development, the design element of these amenity features has been created to reflect a character that is unique to the Westlawn community. The architecture, streetscape, signage and open space development designed to reinforce the character of a cohesive planned development.

The residential communities have been designed to preserve and respect the natural resources. These resources are incorporated into open space that has created a network of interconnected trails. Complimented by the sidewalk system that is part of the streetscape, this network connects the various parts of the neighborhood and creates a variety of pedestrian experiences for its residents. This network also connects the residents to the poolhouse and swimming facility that provides a more structured active recreational use for its residents.

The remaining open spaces within the residential neighborhood of Westlawn have been designed to create transitional buffers between adjacent property owners. Along Shores Road, a combination of preserved vegetation and landscaped berm have been provided to visually screen the adjacent neighbors from the proposed residential units.

Within the commercial component of Westlawn, formal open spaces will be developed to create courtyards and pedestrian gathering spaces. 15' – 20' wide sidewalks will be implemented to create a pedestrian oriented walk system that will be supplemented with foundation and tree plantings.

The streetscapes throughout Westlawn have been designed to be visually pleasing and pedestrian friendly. With walks on both sides, the network of streets connects the various land uses for both vehicular and pedestrian traffic. The design elements incorporated into the streetscape include lighting, street trees and street signage that will be consistent throughout the development to create a consistent theme.

Signage is a critical design element that will be used to let both the residents and patrons know that they are within a Planned Development. The palette of materials and size has been developed to create the theme of the development. All signage will be in conformance with the City's requirements but will more importantly be governed by the owners association to insure compatibility and consistency throughout the development.

Overall, the Westlawn amenity feature will be designed to create a fluid community that will be tied together by these common design elements.



















## SIGNAGE & ORNAMENTAL LIGHTING

Traditionally styled street pole lighting will be used throughout the proposed development to create a cohesive look. In addition to the lighting, the street signage will maintain the same character.

Cohesive signage will be used throughout the proposed Westlawn Development. Larger signage with ornamental lighting will be used at the front entrance and smaller complimentary signage at secondary entrances. The light poles below are shown as example ornamental lighting, which will be public. The actual light pole will have to be coordinated with Middle Tennessee Electric and Murfressboro Electric. At the time of construction document submittal plans will be included as to which pole was selected and where they will be located.



street lighting



street signage



Examples provide by Middle Tennessee Electric

Membership Corporation.





**Building Signage** 



**Building Signage** 



Marquee Signage



Development Signage



Retail Lighting

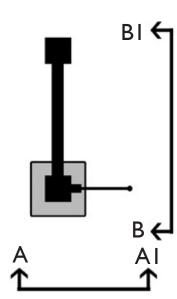


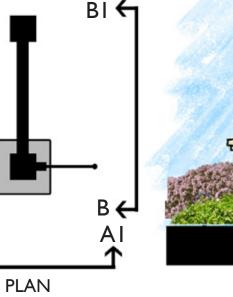
## COMMUNITY SIGNAGE & MAIN ENTRY SIGNAGE

The materials proposed for the signage are stone, limestone, stucco, painted pvc, wrought iron fencing, and copper. This material is proposed for the commercial as well as the residential signage to help unify and create community character. The Westlawn logo is applied in an emblem form and is a simple way to help visitors and residents to identify the community.



**KEY MAP** 



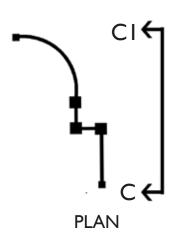




Ommunity Signage / SECTION A - A I



Ommunity Signage / SECTION B - BI











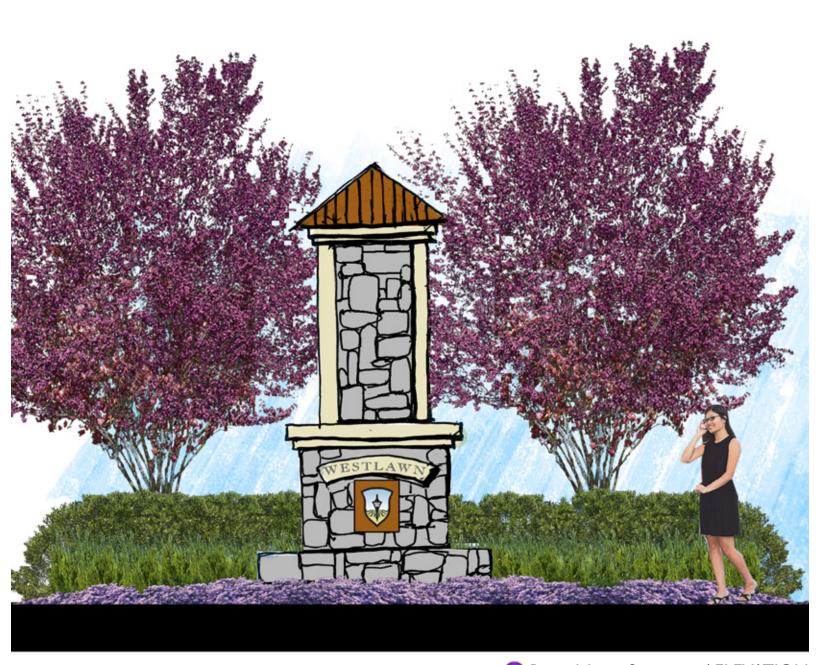
## MONUMENT SIGNAGE FOR OUTPARCELS & ROUNDABOUT STRUCTURE



KEY MAP







Roundabout Structure / ELEVATION



## RESIDENTIAL AMENITIES-POCKET PARKS

The amenity package for Westlawn includes active open space areas, which includes larger informal parks and formal pocket parks. Both the informal and formal spaces will include seating areas for residential use. Additionally, a playground is proposed for the neighborhood amenity center. Ornamental trees and shrub massings are propsed to accent these pocket park areas.



















## RESIDENTIAL AMENITIES - POOLHOUSE / POOL

The multi-family and single family residential communities will both have a pool facility to provide active recreation opportunities. Both facilities will be designed to blend with the architecture of their communities.





Multi-family Clubhouse / Pool Area to include clubhouse, pool, kiddie pool, and paved seating areas. Specific designs will be provided as part of the GDO process.



Residential Community Poolhouse / Pool Area will include a playground, I,200 S.F pool house, I,800 S.F pool, 420 S.F toddler pool, and paved seating areas, along with parking, walks, and trails that will connect the community to the amenity center.





## RESIDENTIAL AMENITIES - TRAIL SYSTEM

Trail systems have been developed to connect the various neighborhood communities to the central amenity site. As proposed, the community will have approximately 2,970 linear feet of paved trails that will connect the communities and provide residents access to experience the natural amenities of the site.



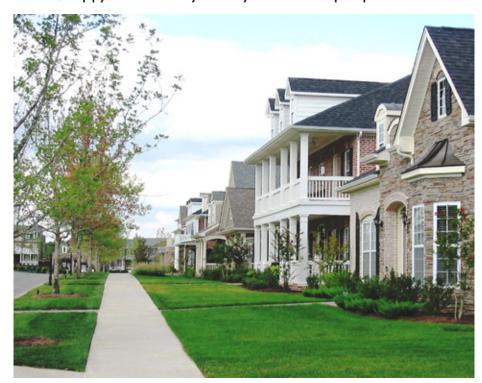






## RESIDENTIAL AMENITIES -WALKABLE COMMUNITY

Walkability is the cornerstone and key to a development's efficient ground transportation. Every trip begins and ends with walking. Walking remains the cheapest form of transport for all people, and the construction of a walkable community provides the most affordable transportation system any community can plan, design, construct and maintain. Walkable communities put environments back on a scale for sustainability of resources and contribute to social interaction and physical fitness. Walkable communities are more liveable communities and lead to whole, happy, and healthy livestyles for the people who reside.













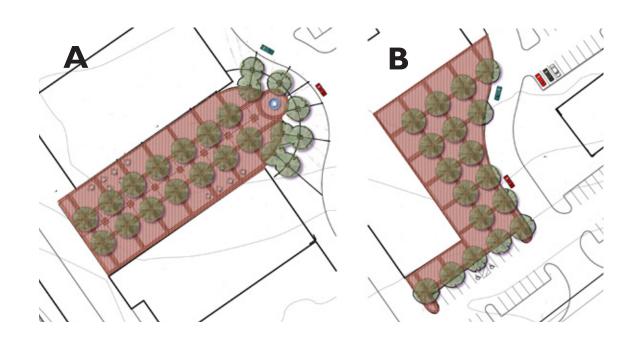
## COMMERCIAL-FORMAL OPEN SPACE/PLAZA SPACE

Formal plazas will be incorporated into the retail center to provide pedestrian gathering spaces. Sidewalks are also designed to provide enough width to create a pedestrian oriented and human scale space.









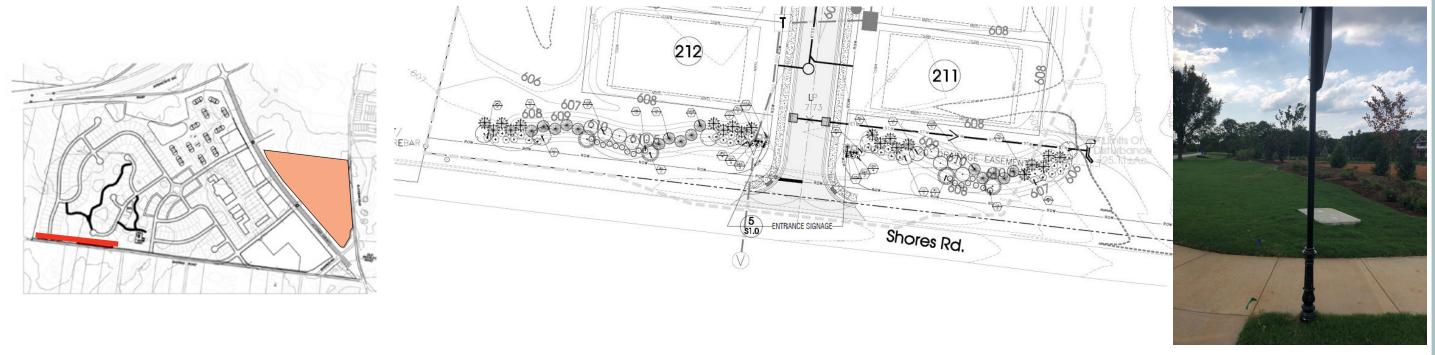


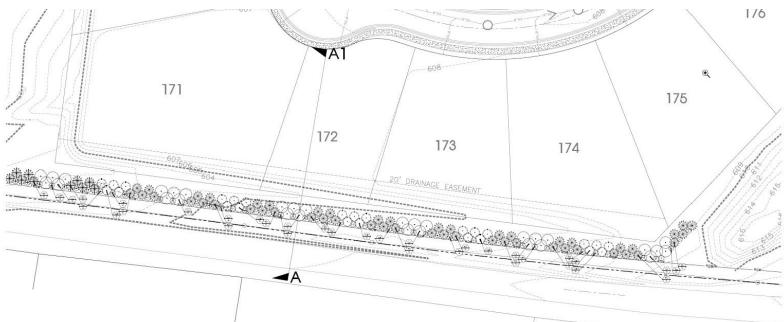


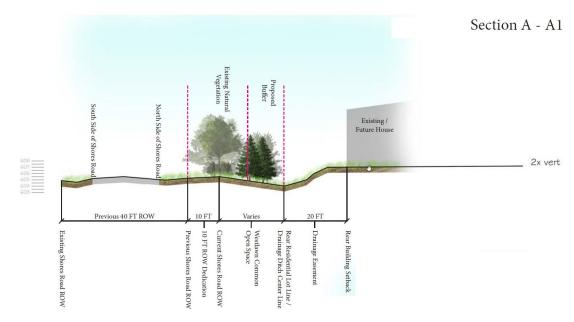


## RESIDENTIAL-BUFFER/SCREENING

Landscape buffers have been installed to screen the backs and sides of residential lots in Westlawn from the existing Shores Road corridor. The buffers consist of mixture of evergreen and deciduous trees and shrubs, landscape berms and utilize existing vegetation along the northern R.O.W. of Shores Road. The images below demonstrate the buffer plans and cross-sections installed between Shores Road and Westlawn.





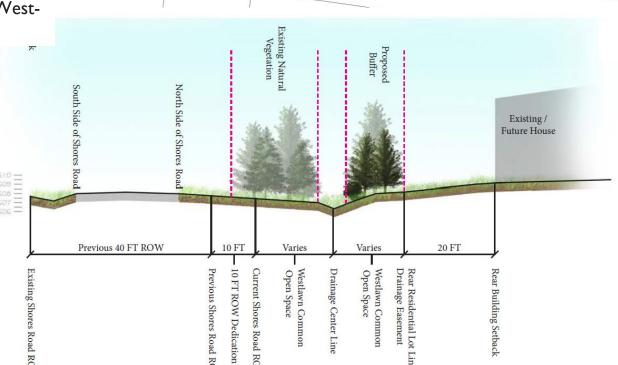




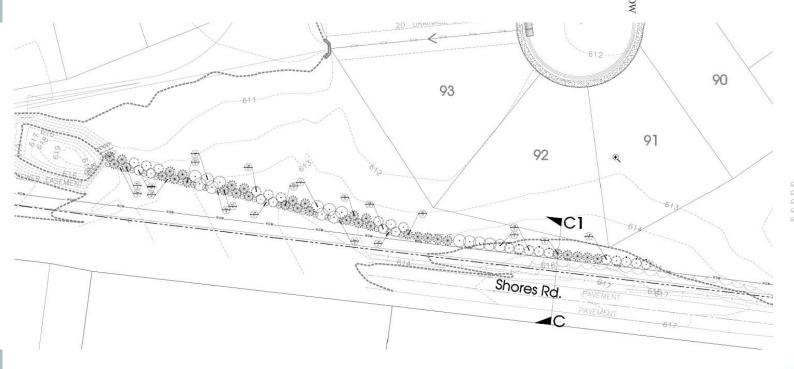
## RESIDENTIAL-BUFFER/SCREENING

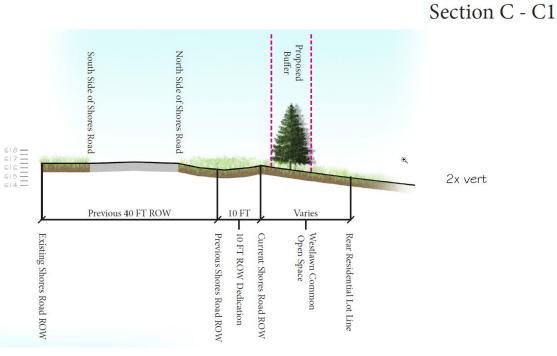
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Section B - B1





104



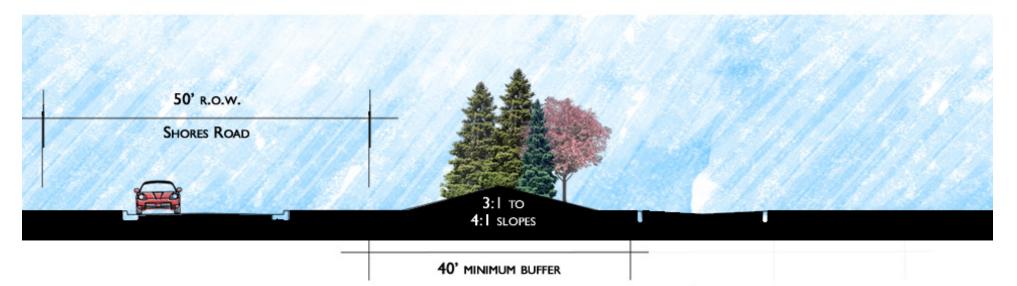
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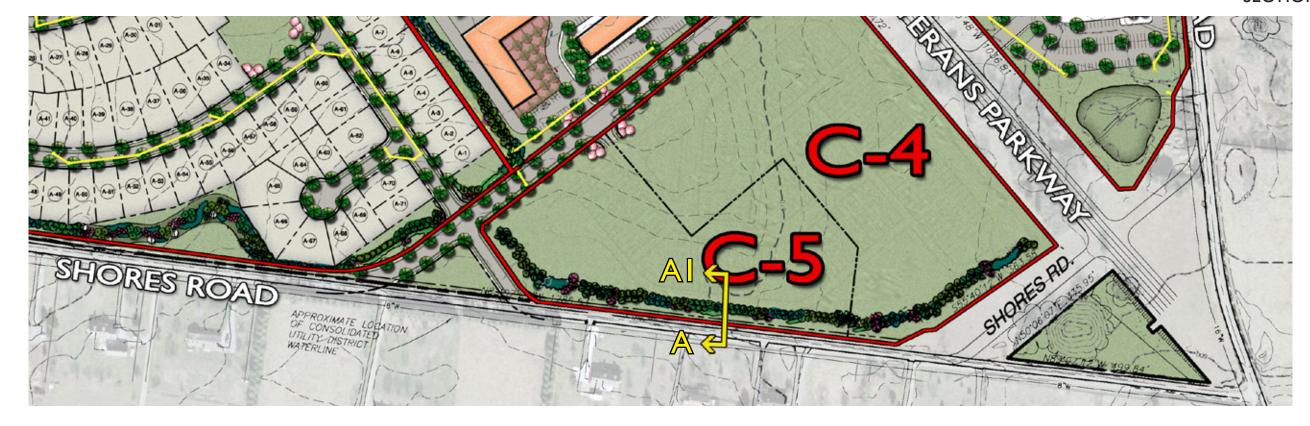
## RESIDENTIAL-BUFFER/SCREENING

A buffer along the existing Shores Road alignment will be installed that contains a berm with evergreen planting to screen the proposed alley from the residents along Shores Road.





SECTION A-AI

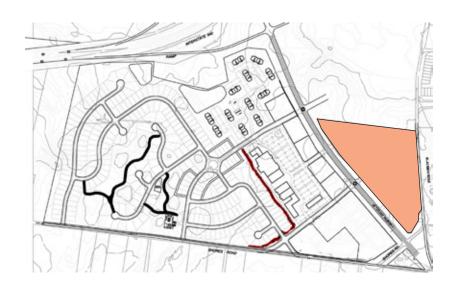


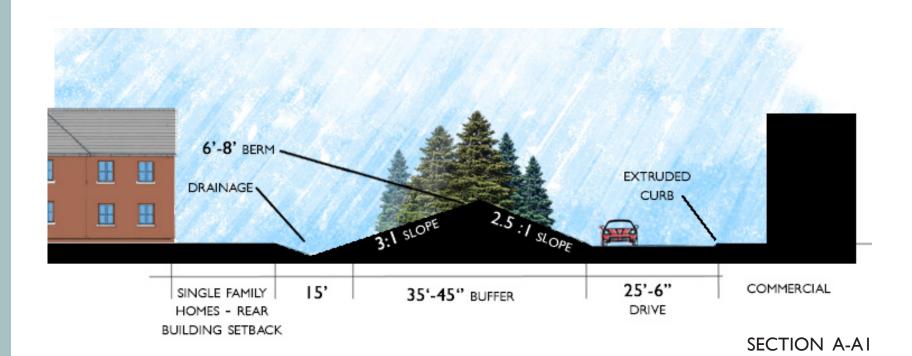


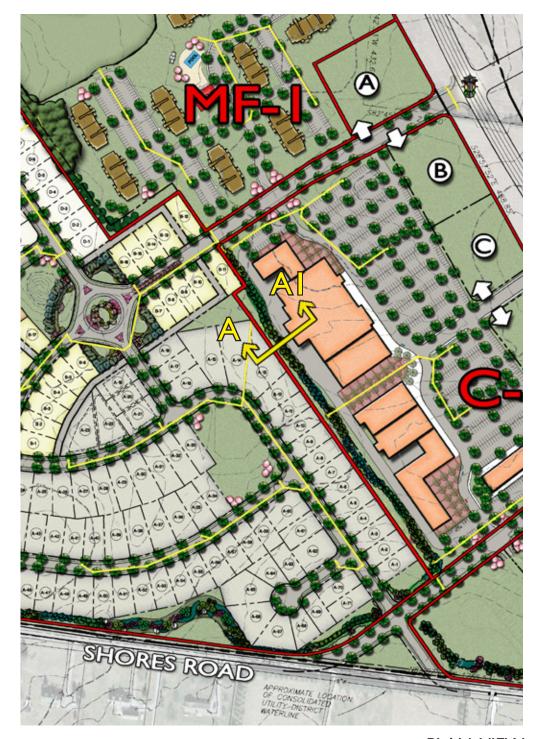


## COMMERCIAL-BUFFER/SCREENING

A continuous evergreen planting buffer will be installed within the open space transition between the proposed commercial component and the proposed single family lot. A 6' to 8' berm with evergreen plantings will be installed continuously along this edge as depicted in the plan view.







**PLAN VIEW** 

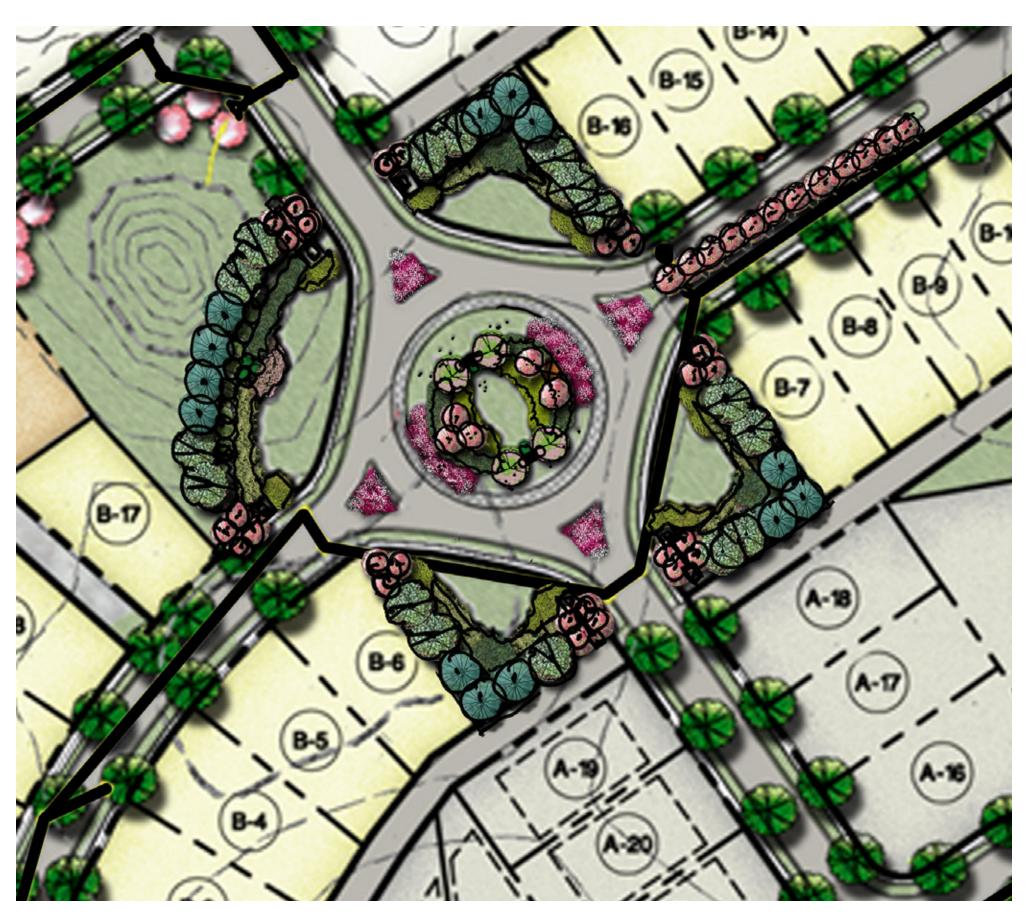




## ROUNDABOUT



The roundabout contains the community signage and roundabout structure, as well as a dense massing or hedge of evergreen trees and shrubs, mixed with accents of color. The roundabout structure acts as a focal point and landmark for residents and visitors. Ornamental trees help accent this feature and fill the space with color and texture.







### OVERVIEW

The proposed architectural look for Westlawn will reflect a unique variety of building materials including brick, stone, precast concrete, and canvas awnings. The architectural rendering and supporting images illustrate the type of materials and character for the proposed development. Roof lines with varied heights will add interest to the facade and create an aesthetically pleasing retail center. The architectural and landscape character of these buildings will apply to the entire development including the out parcel properties. Although the tenants for the six out parcels has not yet been determined, the Westlawn standard will require the conformity of such out parcels. Upon completion of the development all buildings will be required the same standard landscape package, ornamental lighting and upgraded building facade set forth by the rest of the development. The developer's vision is to create an environment that functions well from a pedestrian and vehicular pattern as well as create aesthetic value to neighboring future developments.

Current parking calculations reflect the standard for typical minimum retail usage of I space per 200 sq.ft. Parking calculations and building sq. ft. will be modified pending on the tenant.









## ARCHITECTURAL CHARACTER

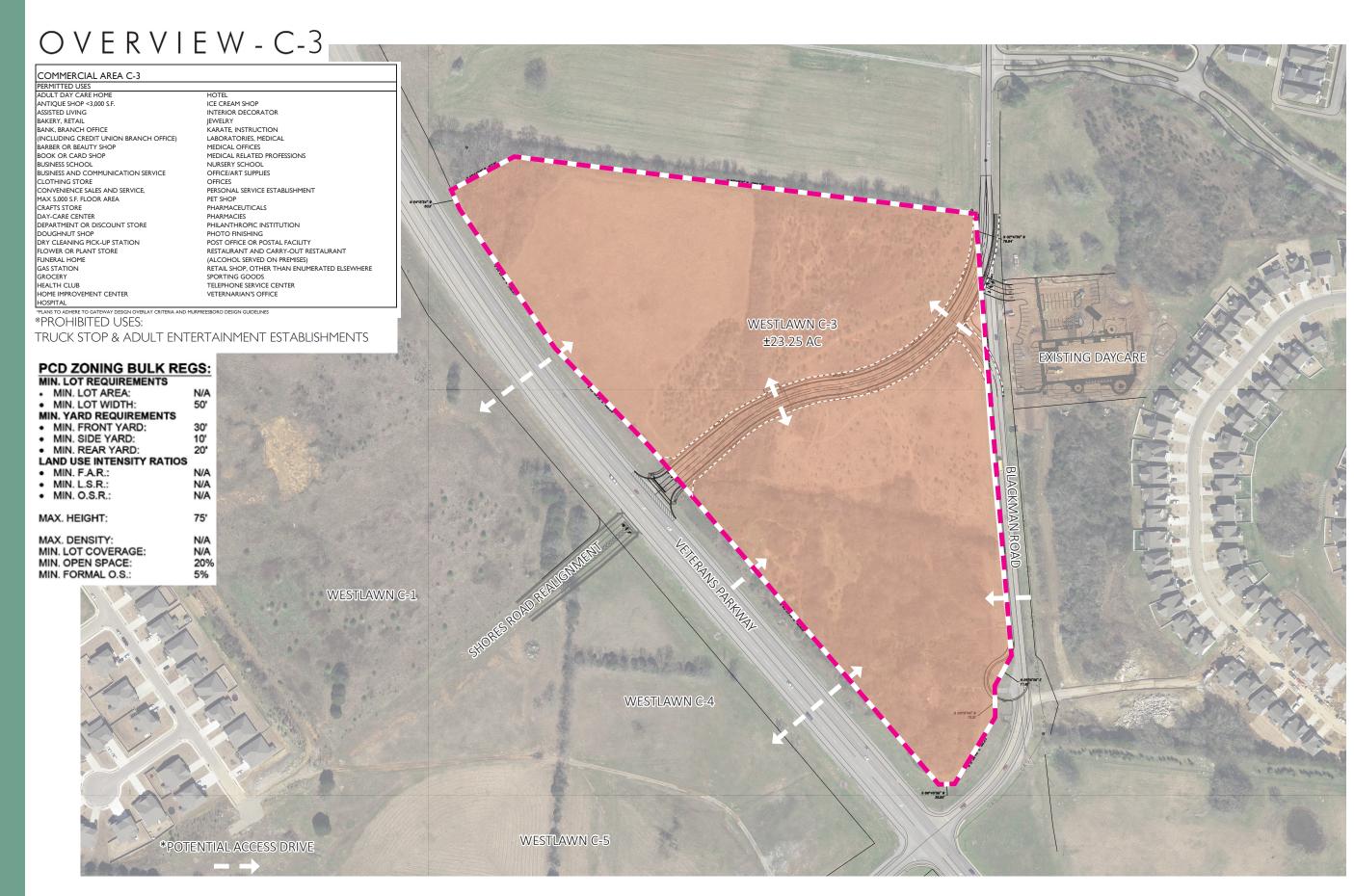








COMMERCIAL

































## OVERVIEW-C-4

PCD ZONING BULK REGS: COMMERCIAL AREA C-4 MIN. LOT REQUIREMENTS
• MIN. LOT AREA: PERMITTED USES
ADULT DAY CARE HOME
ANTIQUE SHOP < 3,000 S.F. ICE CREAM SHOP MIN. LOT WIDTH:
 MIN. YARD REQUIREMENTS 50' ASSISTED LIVING BAKERY, RETAIL INTERIOR DECORATOR JEWELRY KARATE, INSTRUCTION BANK, BRANCH OFFICE BARBER OR BEAUTY SHOP BOOK OR CARD SHOP 30' 10' 20' . MIN. FRONT YARD: LABORATORIES, MEDICAL
MEDICAL OFFICES
MEDICAL RELATED PROFESSIONS
NURSERY SCHOOL
OFFICE/ART SUPPLIES MIN. SIDE YARD: MIN. REAR YARD: BUSINESS SCHOOL
BUSINESS AND COMMUNICATION SERVICE LAND USE INTENSITY RATIOS CLOTHING STORE MIN. F.A.R.:MIN. L.S.R.: CONVENIENCE SALES AND SERVICE, MAX 5,000 S.F. FLOOR AREA CRAFTS STORE OFFICES
PERSONAL SERVICE ESTABLISHMENT
PET SHOP
PHARMACEUTICALS
PHARMACIES
PHILANTHROPIC INSTITUTION
PHOTO FINISHING
POST OFFICE OR POSTAL FACILITY
RESTAURANT AND CARRY-OUT RESTAURANT
(ALCOHOL SERVED ON PREMISES)
RETAIL SHOP, OTHER THAN ENUMERATED ELSEWHERE
SPORTING GOODS
TELEPHONE SERVICE CENTER
VETERNARIAN'S OFFICE
PRESSONO DESIGN GUIDELINES OFFICES N/A MIN. O.S.R.: N/A DAY-CARE CENTER
DEPARTMENT OR DISCOUNT STORE MAX. HEIGHT: 75' DOUGHNUT SHOP

DRY CLEANING PICK-UP STATION WESTLAWN FLOWER OR PLANT STORE FUNERAL HOME GAS STATION N/A N/A MAX. DENSITY: C-3 MIN. LOT COVERAGE: MIN. OPEN SPACE: 20% 5% GROCERY HEALTH CLUB MIN. FORMAL O.S.: HOME IMPROVEMENT CENTER HOSPITAL **WESTLAWN** C-1 COMMERCIAL C-4 +/- 10.50 AC COMMERCIAL C-5 +/- 6.31 AC











The proposed C-4 area is intended to allow for a continuation of the outparcel development pattern that is established in the C-2 and C-3 areas along the veterans parkway frontage and along the Northshore drive realignment with the same architecture and site design commitments. The proposed addition of hospital to be a permitted use would strengthen consitency in used between C-4 and C-5 and create a more favorable condition for medical related uses.















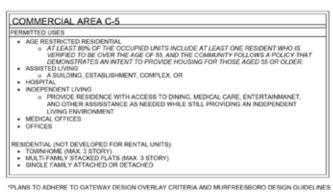




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## OVERVIEW - C-5



ZONING BULK REGS COMMERCIAL USES:
MIN. LOT REQUIREMENTS

• MIN. LOT AREA: N/A

• MIN. LOT WIDTH: 50'
MIN. YARD REQUIREMENTS

MIN. YARD REQUIREMENTS

MIN. FRONT YARD: 30'

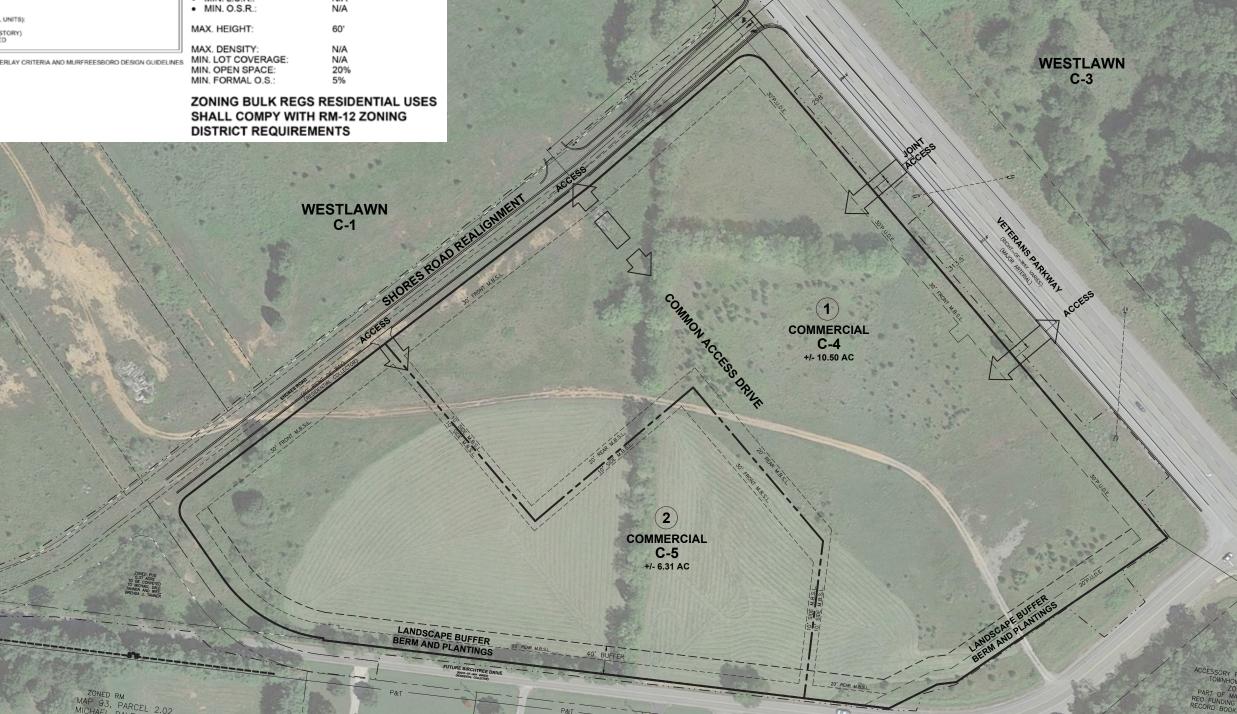
MIN. SIDE YARD: 10'

MIN. REAR YARD: 20'

LAND USE INTENSITY RATIOS

MIN. F.A.R.: N/A

MIN. L.S.R.: N/A







### OVERVIEW - C-5



The proposed C-5 is intended to act as a transition from the more commercial focused development to the residential area to the west. This will be achieved by allowing less intense commercial uses along the C-4 section, and going to higher density residential uses targeted towards senior living and care. The residential section allows townhomes, multi-family stacked flats, and single family attached and detached homes. Not developed for rental units.



Example of Medical Office Building





Example of Age Restricted Townhome, 2 Story



Example of Age Restricted Townhome, 3 Story



Example of Age Restricted Single Family Attached





Example of Assisted Living Building



Example of Independent Living Building

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## PRODUCT DESIGN-SINGLE FAMILY HOME



### **SETBACK DATA:**

### 85' PRODUCT

Overall Lot Dimensions

Lot Width (at setback)

Lot Depth

Front Yard Setback

Side Yard Setback

Corner Side Yard Setback

Porches

85' x 130'

85'

30'

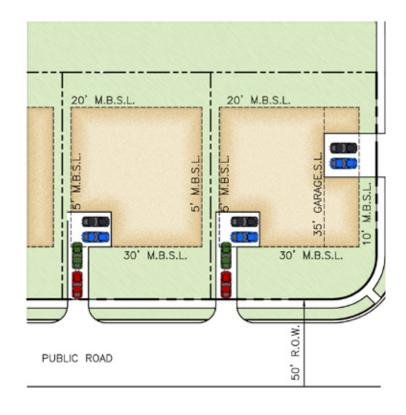
130'

130'

10'

May exten

May extend into Front & Side Setback











## PRODUCT DESIGN-SINGLE FAMILY HOME



### **SETBACK DATA:**

### 63' PRODUCT

Overall Lot Dimensions 63' x 130'
Lot Width (at setback) 63'
Lot Depth 130'
Front Yard Setback 15'
Side Yard Setback 5'

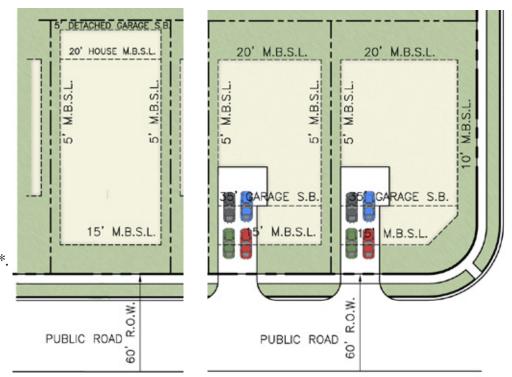
Rear Yard 20' For house,5' for detached garage option\*.

Corner Lot Side Yard Setback 10

Porches May extend into Front & Side Setback
Garage Setback Garage doors shall be a minimum of

35' from right of way.

<sup>\* 5&#</sup>x27; detached garage setback subject to determination of exitence of any public utility and drainage easements.



Detached garage option Front loaded garage option



Front loaded garage option



Front loaded garage option



Detached garage option





# PRODUCT DESIGN-SINGLE FAMILY HOME SETBACK DATA:



### 60' PRODUCT

Overall Lot Dimensions 60' x 130' 15' Front Yard Setback 10' Side Street Setback Side Yard Setback

Rear Yard Setback 20' For house, 5' for detached

garage option\*.

Corner Lot Side Yard Setback 10'

Face of garages shall Garage Setback

be 35' from right

of way.

May extend into Front **Porches** 

& Side Setback

\* 5' detached garage setback subject to determination of exitence of any public utility and drainage easements.

15' M.B.S.L. PUBLIC ROAD

5' DETACHED GARAGE S.

20' HOUSE M.B.S.L.

Front loaded garage option

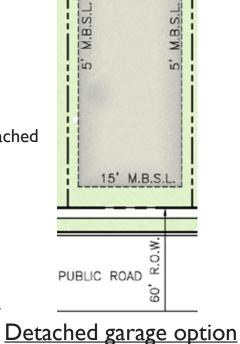
20' M.B.S.L.

35' GARAGE S.B.

PUBLIC ROAD

20' M.B.S.L.

35' GARAGE S.B.





Front loaded garage



Detached garage option



Front loaded garage



Front loaded garage





## PRODUCT DESIGN-SINGLE FAMILY ALLEY LOADED HOMES



### **SETBACK DATA:**

51' PRODUCT

Overall Lot Dimensions Front Yard Setback Side Street Setback Side Yard Setback

Rear Yard Setback Garage Setback

**Porches** 

51' x 130' 15' 10'

Minimum setback for all

structures is 5'.

Houses must be 10' apart.

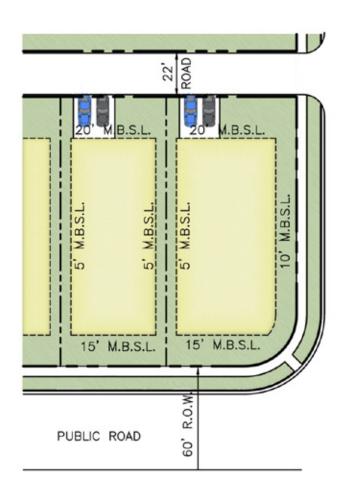
20'

Face of garages shall be 20' from alley

of way.

May extend into Front

& Side Setback















## PRODUCT DESIGN-MULTI-FAMILY



Architectural palette will be submitted for review and approved through the GDO process. Materials will adhere to the standards established as part of the GDO district.











# MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 1, 2021

6:00 P.M.

**CITY HALL** 

### MEMBERS PRESENT

Kathy Jones, Chair Ken Halliburton, Vice-Chair Jami Averwater Rick LaLance Chase Salas Warren Russell Shawn Wright

### STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Michele Emerson, City Engineer
Sam Huddleston, Executive Dir. Dev. Services

### 1. Call to order.

Chair Kathy Jones called the meeting to order at 6:00 p.m.

### 2. Determination of a quorum.

Chair Jones determined that a quorum was present.

### 3. Old Business:

### On Motion

Revisions to Murfreesboro Street Design Specifications [2021-802], City of Murfreesboro Public Infrastructure Department applicant. Ms. Michele Emerson presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference. Ms. Emerson provided the Planning Commission with an updated table.

There being no further discussion, Mr. Rick LaLance moved to adopt the revisions to Murfreesboro Street Design Specifications to go into effect January 1, 2022, including incorporating the updated information which had been distributed before the meeting. The motion was seconded by Mr. Shawn Wright and carried by the following vote:

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 1, 2021

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

### 4. Public Hearings and Recommendations to City Council:

Annexation petition and plan of services [2021-513] for approximately 6.4 acres located along Majesty Drive and Cicero Drive, Xaiyavong Saenphansiri applicant.

Mr. Xaiyavong Saenphansiri (applicant) came forward to announce he had decided to withdraw his application; therefore, no further action was needed.

Zoning application [2021-432] to amend the Westlawn PUD to allow additional uses within the area identified as C-3 within the program book on approximately 23.3 acres located along Veterans Parkway and Blackman Road, Oscar Properties, LLC applicant. Mr. Matthew Blomeley presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer) and Mr. John Harney (applicant's representative) were in attendance to represent the application. Mr. Taylor gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Jones closed the public hearing.

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 1, 2021

There being no further discussion, Vice-Chairman Ken Halliburton moved to approve the zoning application subject to all staff comments; the motion was seconded by Ms. Jami Averwater and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

Mandatory Referral [2021-724] for the abandonment of right-of-way of a segment of an alley approximately 220 linear feet in length located north of Bridge Avenue between Kings Highway and Battle Avenue, Jon Troutt applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

For the record, Mr. Blomeley stated that Staff recommends the following conditions be applicable to the alley right-of-way abandonment:

- 1. The applicant shall prepare and submit legal descriptions and exhibits necessary for the City Legal Department to draft any necessary legal instruments.
- 2. The applicant shall be responsible for the recording of the legal instrument(s), including payment of the recording fee.
- 3. The abandoned right-of-way shall be combined with contiguous property via a duly approved subdivision plat.

**ORDINANCE 21-OZ-44** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 23.3 acres in the Planned Unit Development (PUD) District (Westlawn PUD) located along Veterans Parkway and Blackman Road as indicated on the attached map, Oscar Properties, LLC, applicant(s) [2021-432].

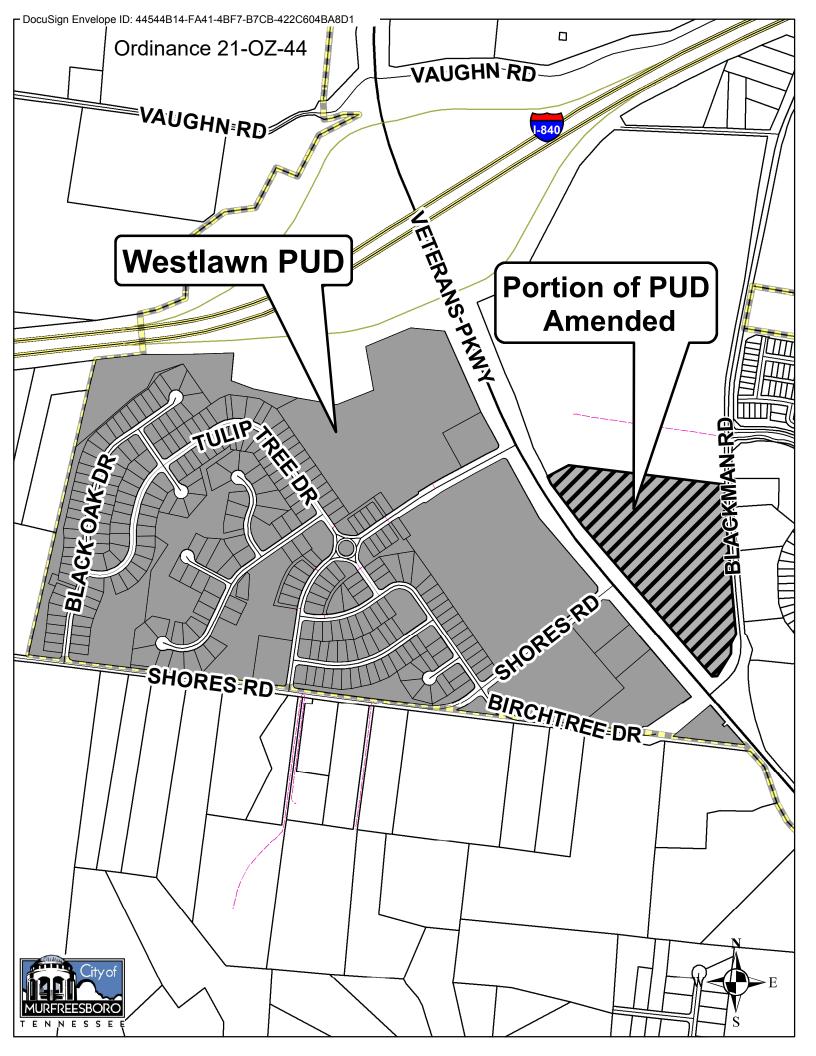
## BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Unit Development (PUD) District, as indicated on the attached map, for the purpose of combining areas C-2 and C-3 of the PUD in the program book into one area identified as C-3 and to modify the list of permitted uses for the new area C-3.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations set forth in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

<u>SECTION 3</u>. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:	
	Shane McFarland, Mayor
1 <sup>st</sup> reading	
2 <sup>nd</sup> reading	
ATTEST:	APPROVED AS TO FORM:
	DocuSigned by:
	Adam 7. Tucker
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney
SEAL	



### COUNCIL COMMUNICATION

Meeting Date: 01/27/2022

**Item Title:** Rezoning property along Bridge Avenue

[Public Hearing Required]

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:** 

Ordinance ⊠
Resolution □
Motion □
Direction □
Information □

### **Summary**

Rezone approximately 0.53 acres located along the north side of Bridge Avenue west of Kings Highway.

#### **Staff Recommendation**

Conduct a public hearing and enact the ordinance establishing the requested zoning.

The Planning Commission recommended approval of the rezoning.

### **Background Information**

Jon Troutt presented a zoning application [2021-428] for approximately 0.53 acres located along the north side of Bridge Avenue to be rezoned from RS-8 (Single-Family Residential District) to RS-6. The request also includes zoning a portion of alley right-of-way to RS-8 simultaneous with its abandonment. During its regular meeting on December 1, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval.

### **Council Priorities Served**

Improve Economic Development

This rezoning will enable the development of three single-family residential lots in an area in need of investment. This is consistent with the expressed desire of Council to emphasize the development of single-family detached homes.

#### Attachments:

- 1. Ordinance 21-0Z-45
- 2. Maps of the area
- 3. Planning Commission staff comments from 12/01/2021 meeting
- 4. Planning Commission minutes from 12/01/2021 meeting
- 5. Other miscellaneous exhibits

### MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 DECEMBER 1, 2021 PROJECT PLANNER: HOLLY SMYTH

4.d. Zoning application [2021-428] for approximately 0.53 acres located along Bridge Avenue and Kings Highway to be rezoned from RS-8 to RS-6, Jon Troutt applicant.

The subject properties consist of two lots with approximately 0.23 acres on Tax Map 0910, Group E, Parcel 01800 and 0.27 acres on Tax Map 0910, Group E, Parcel 01900. The northerly property is currently known as 224 Kings Highway and is located northwest of the Bridge Avenue and Kings Highway intersection. Bridge Avenue has a 2040 MTP (Major Transportation Plan) roadway classification of Commercial Collector, while Kings Highway is a Community Collector. The applicant requests to rezone the properties from Single Family Residential 8,000 square foot minimum lot size (RS-8) to Single Family Residential 6,000 square foot minimum lot size (RS-6). There is a companion request to abandon an adjacent segment of alley right-of-way (ROW). The zoning request also includes the zoning of the alley ROW to RS-6 upon abandonment.

The applicant has verbally stated that he wishes to reconfigure the existing 2 lots into 3 lots, keeping the existing home and demolishing the accessory structures in order to construct two additional homes.

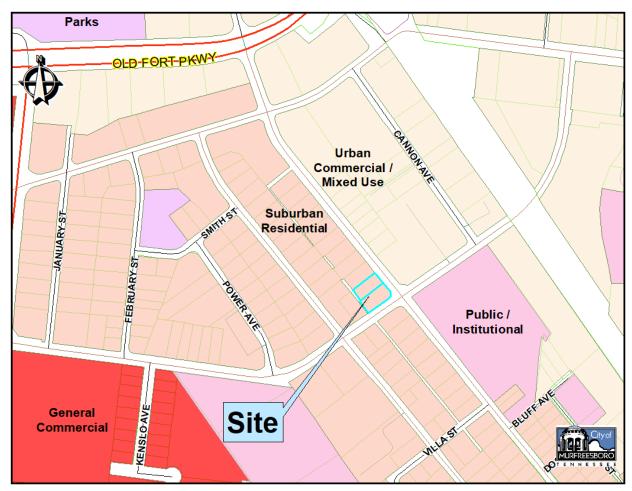
### **Adjacent Zoning and Land Uses**

The adjacent zoning to the west and north is RS-8 and is developed with single-family detached homes and several non-conforming duplexes. To the south across Bridge Avenue is zoned RM-12 and is developed with several tri-plex and duplex homes as well as single-family homes. To the east across Kings Highway is zoned L-I with a single-family detached home and several commercial buildings owned by the Sword of the Lord publishers. To the southeast is RM-12 zone district with the McFadden Community Center and Elementary School.

### **Future Land Use Map**

The future land use map contained in the *Murfreesboro 2035 Comprehensive Plan*, which was adopted in July 2017, recommends that the subject property develop primarily with a *Suburban Residential (SR)* land use character. The Suburban Residential character intends to serve as a transition from urban to rural residential development and is predominantly located along the periphery of the City. The comprehensive plan calls out RS-15, RS-12, and RS-10 as existing zoning districts that are compatible with this designation. The development types in this designation include detached residential dwellings and planned developments to provide other housing types (e.g. Auto-Urban residential) but with increased open space to preserve a suburban character setting. 2.0-3.54 dwelling units per acre is the recommended density. Based on the Comprehensive Plan designations, the proposed single-family detached residential uses are consistent with the *Suburban Residential* land use character. However, the overall gross density of 5.66 units per acre is slightly above the plan's recommended density range.

### Murfreesboro 2035 Comprehensive Plan Future Land Use Map (excerpt)



The proposed RS-6 zoning district provides a better transition between the more intense and dense uses to the south and east and the directly adjacent existing RS-8 neighborhood on the north side of Bridge Avenue. The Planning Commission will need to determine whether or not this is an appropriate instance to deviate from the comprehensive plan regarding recommended density.

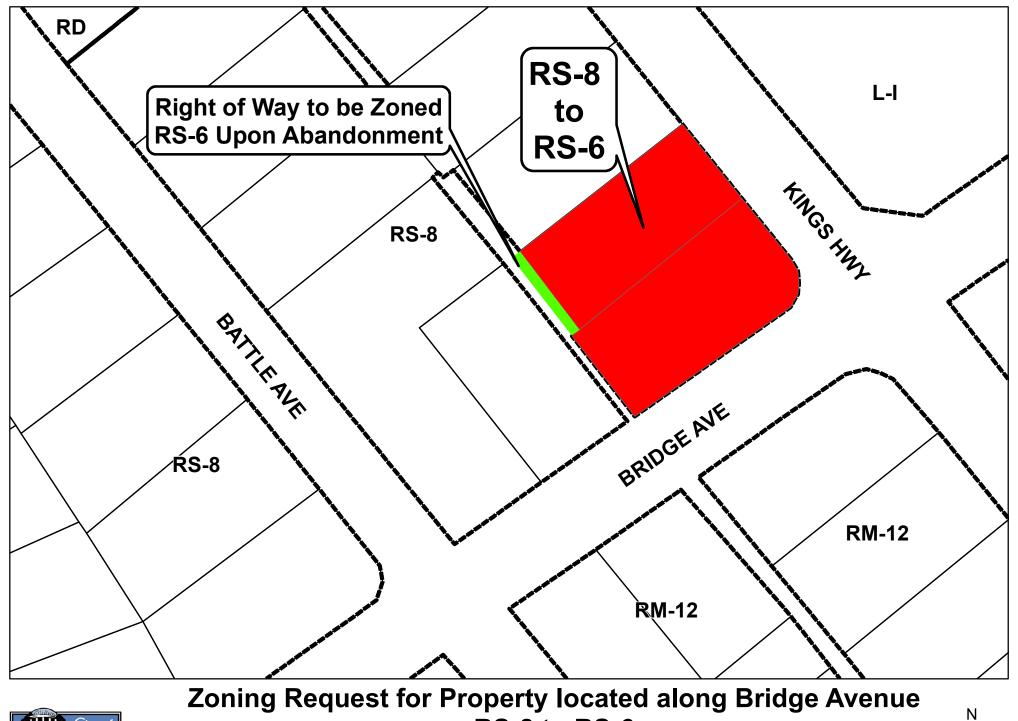
### Recommendation:

Staff supports the zoning request to RS-6 for the following reasons:

- 1) The zoning request is generally compatible with the Suburban Residential land use designation.; and
- 2) The RS-6 zone district is a good transition zone between the LI and RM-12 uses to the east and south and the residential RS-8 neighborhood to the west along the north side of Bridge Avenue.

### **Action needed**

The applicant will be available at the Planning Commission meeting to discuss the proposed zoning request. The Planning Commission will need to conduct a public hearing, after which it will need to discuss this matter and then formulate a recommendation to City Council.





RS-8 to RS-6

0 25 50 100 150 200 Feet













# City of Murfreesboro Planning and Engineering Department

111 W. Vine Street, P.O. Box 1139 Murfreesboro, TN 37133-1139 (615) 893-6441 Fax (615) 849-2606 www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications - other than rezoning to plann	ed unit
development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development,	
initial or amended	\$950.00

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

- 1. A completed rezoning application (below).
- 2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
- 3. A <u>non-refundable</u> application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

To be completed by applican	t:			
APPLICANT: Jon Troutt				
Address: 1419 Northwoods C	ove	City/Sta	ate/Zip:_	Murfreesboro, TN 37130
Phone:(615)300-0599		_E-mail address:	jon@ı	mylhl.com
PROPERTY OWNER:				
Street Address or property description:southwe		s Highway @ Bridg	ge Avenu	ie
and/or Tax map #:91-O	Grou	p:E		_Parcel (s):18.00 & 19.00
Existing zoning classification:			_	
Proposed zoning classification:	RS-6	Acreage:	0.5	53
Contact name & phone number for publication and notifications to the public (if different from the applicant):				
E-mail:				
APPLICANT'S SIGNATURE (required): X To				
DATE: X 10-14-20	24			
******For Office Use Only************************************				
Date received:	MPC YR.:		MPC	<b>#:</b>
Amount paid:		Receipt #:		

Revised 7/20/2018

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 1, 2021

6:00 P.M.

**CITY HALL** 

#### MEMBERS PRESENT

Kathy Jones, Chair Ken Halliburton, Vice-Chair Jami Averwater Rick LaLance Chase Salas Warren Russell Shawn Wright

### STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Michele Emerson, City Engineer
Sam Huddleston, Executive Dir. Dev. Services

## 1. Call to order.

Chair Kathy Jones called the meeting to order at 6:00 p.m.

# 2. Determination of a quorum.

Chair Jones determined that a quorum was present.

#### 3. Old Business:

#### On Motion

Revisions to Murfreesboro Street Design Specifications [2021-802], City of Murfreesboro Public Infrastructure Department applicant. Ms. Michele Emerson presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference. Ms. Emerson provided the Planning Commission with an updated table.

There being no further discussion, Mr. Rick LaLance moved to adopt the revisions to Murfreesboro Street Design Specifications to go into effect January 1, 2022, including incorporating the updated information which had been distributed before the meeting. The motion was seconded by Mr. Shawn Wright and carried by the following vote:

MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
DECEMBER 1, 2021

Chair Kathy Jones opened the public hearing.

1. **Ms. Shirley Wilson, 316 Bridge Avenue** – wanted information on how this abandonment would affect her property.

There being no one else to speak, Chair Kathy Jones closed the public hearing.

Mr. David Ives addressed Ms. Wilson's questions and concerns.

There being no further discussion, Mr. Chase Salas moved to approve the mandatory referral subject to all staff comments; the motion was seconded by Mr. Rick LaLance and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

**Zoning application** [2021-428] for approximately 0.53 acres located along Bridge Avenue and Kings Highway to be rezoned from RS-8 to RS-6, Jon Troutt applicant.

Ms. Holly Smyth presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Chair Kathy Jones opened the public hearing. No one came forward to speak for or against the zoning application; therefore, Chair Jones closed the public hearing.

4

# MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 1, 2021

There being no further discussion, Mr. Chase Salas moved to approve the zoning request subject to all staff comments; the motion was seconded by Mr. Rick LaLance and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

Zoning application [2021-429] to amend the PRD zoning (The Arbors PRD) for approximately 78.25 acres located along Compton Road and to rezone approximately 0.5 acres along Compton Road from PRD to RS-15, Middle TN Developers, LLC applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer) and Mr. Steve Pierce (developer) were in attendance to represent the application. Mr. Taylor gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Taylor also stated they had hosted a neighborhood meeting with very good participation. Since the neighborhood meeting, the following changes have been made to the plan:

5

ORDINANCE 21-OZ-45 amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to rezone approximately 0.53 acres located along Bridge Avenue and Kings Highway from Single-Family Residential Eight (RS-8) District to Single-Family Residential Six (RS-6) District (including a portion of right-of-way to be zoned RS-6 upon abandonment); John Troutt, applicant [2021-428].

# BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

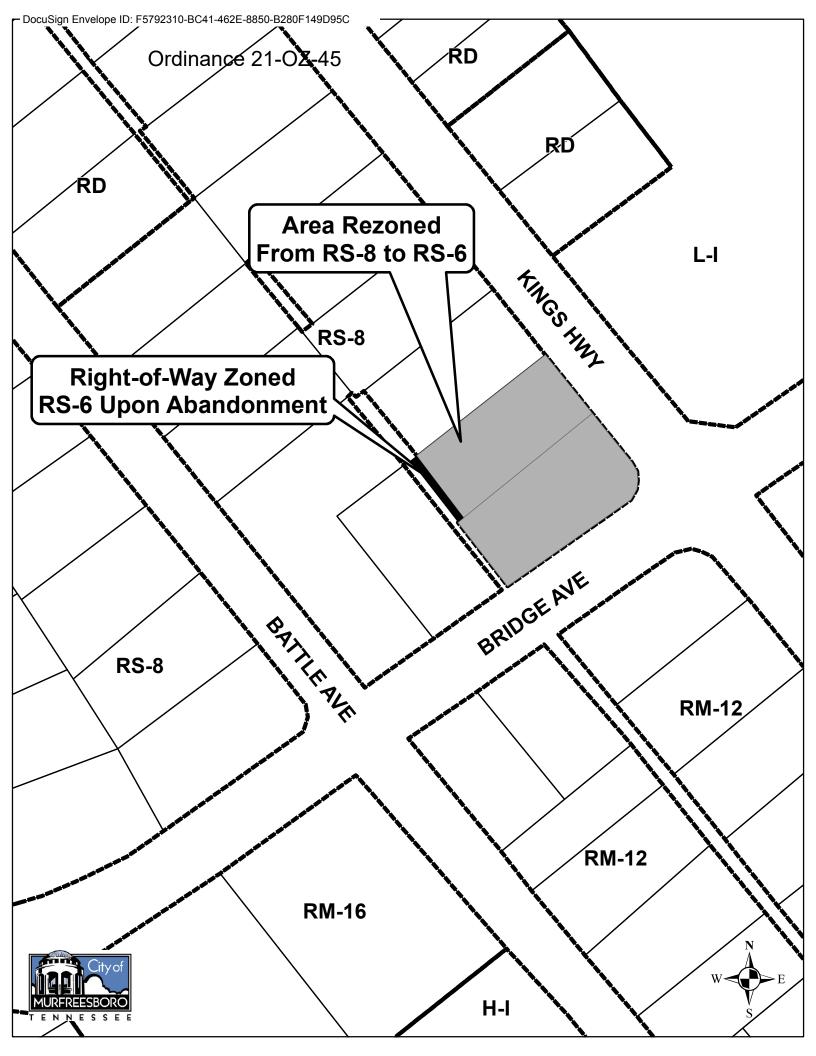
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to rezone the territory indicated on the attached map.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be zoned and approved as Single-Family Residential Six (RS-6) District, as indicated thereon, and shall be subject to all the terms and provisions of said Ordinance applicable to such districts. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:	
	Shane McFarland, Mayor
1 <sup>st</sup> reading	
2 <sup>nd</sup> reading	
ATTEST:	APPROVED AS TO FORM:
	DocuSigned by:
	Adam 7. Tucker
Jennifer Brown	Adam F. Tucker
City Recorder	City Attorney

SEAL



# COUNCIL COMMUNICATION

Meeting Date: 01/27/2022

**Item Title:** Amending The Arbors PRD zoning along Compton Road

[Public Hearing Required]

**Department:** Planning

**Presented by:** Matthew Blomeley, AICP, Assistant Planning Director

**Requested Council Action:** 

Ordinance 
Resolution 
Motion 
Direction 
Information

# **Summary**

Amend The Arbors PRD zoning on approximately 78.25 acres and rezone 0.5 acres located along Compton Road.

#### **Staff Recommendation**

Conduct a public hearing and enact the ordinance amending the zoning, as requested.

The Planning Commission recommended approval of the zoning amendment.

# **Background Information**

Middle TN Developers, LLC presented a zoning application [2021-429] to amend the The Arbors PRD (Planned Residential District) zoning on approximately 78.25 acres located along Compton Road. Additionally, 0.5 acres is proposed to be rezoned from PRD to RS-15 (Single-Family Residential District 15). During its regular meeting on December 1, 2021, the Planning Commission conducted a public hearing on this matter and then voted to recommend its approval. As an aside, the pattern book has been revised since the Planning Commission meeting to address concerns expressed by the Planning Commission members. A letter from the developer's representative containing a list of those revisions is attached.

#### **Council Priorities Served**

Improve Economic Development

This zoning amendment will permit the development of a single-family residential subdivision with detached homes, enabling a significant investment in the community. In addition, this request is consistent with Council's expressed desire for additional inventory of single-family detached homes.

# Expand Infrastructure

The proposed development will include connections to three existing street stubs, giving the two adjacent neighborhoods, which each only have one existing entrance, additional ways in and out. This benefits the motoring public as well as service providers, including emergency service providers.

# **Attachments:**

- 1. Ordinance 21-OZ-46
- 2. Maps of the area
- 3. Planning Commission staff comments from 12/01/2021 meeting
- 4. Planning Commission minutes from 12/01/2021 meeting
- 5. The Arbors PRD pattern book
- 6. Other miscellaneous exhibits

# MURFREESBORO PLANNING COMMISSION STAFF COMMENTS, PAGE 1 DECEMBER 1, 2021 PROJECT PLANNER: HOLLY SMYTH

4.e. Zoning application [2021-429] to amend the PRD zoning (The Arbors PRD) for approximately 78.25 acres located along Compton Road and

to rezone approximately 0.5 acres along Compton Road from PRD to

RS-15, Middle TN Developers, LLC applicant.

The subject properties are located on the north side of Compton Road east and south of Lakebrook Drive and west of Sanford Drive containing a 78.25 acre parcel and a 0.5 acre parcel that will no longer be part of the original PRD (Planned Residential District) plan area. The proposed amended PRD (The Arbors PRD) is to replace the existing approved PRD zoning plan on the larger parcel with the proposed PRD zoning plan. The proposed PRD zoning plan will allow the development and construction of 177 single-family detached homes, rather than the 207 previously approved. Also being considered is the rezoning of the 0.5-acre parcel, which contains a single-family dwelling addressed as1197 Compton Road, from PRD to RS-15 (Single-Family Residential District 15).

# **Adjacent Zoning and Land Uses**

The surrounding zone districts include County RM (Residential Medium-Density) on all sides of the PRD. The primary surrounding land uses are detached single-family dwellings on all sides.

# Proposed PRD

The PRD amendment is being requested to modify the existing PRD as follows:

	Existing PRD	<u>Amended PRD</u>
Number of units	207	177
Sewer anticipated	City Sewer	STEP system
Min sq ft lot size (# of lots)	10,000 (90) & 12,060	<del>7,000 (162) &amp; 12,000 (15)</del>
	(117)	7,000 (133) & 12,000 (44)
Minimum lot width	80' & 90'	60' & 85'
Front Setbacks	35'	35'
Side Setback	10'	5'
Rear Setback	25'	20'
Minimum Home Size in sq ft	1,700 & 2,000	1,700 / 2,000 up to 2,531
Building Materials	75% brick	Cementitious siding,
		stone, & brick
Garages	Front & Side Entry	Front Entry only

The request to amend the PRD is to revise the site to utilize a STEP (Septic Tank Effluent Pumping) system instead of gravity flow sanitary sewer and reduce the previously approved number of units from 207 single-family detached homes to 177. The amended development will consist of 177 single-family detached lots on 78.25 acres, for a density of 2.26 dwelling units per acre. The development will consist of 133 lots with a minimum lot size of 7,000 square feet, and 44 lots with a minimum lots size of 12,000 square feet. All homes will be for purchase. The proposed homes will be a minimum 1,700 square feet. All homes will have a minimum of 2 bedrooms, and a minimum two-car front-entry garage with decorative garage doors. All homes will have 35' front setback(s), 5' side setbacks, and 20' rear setbacks. The exterior materials of the proposed homes will consist of cementitious siding, brick, and stone. Each lot and home will have foundation landscaping and sodded front yards.

The PRD zoning proposes no exceptions to the comparative RS-6 zoning, and will hold to the setback, lot area, lot width requirement shown in the setbacks Table in response #10 on page 23 of the Program Book.

Circulation: The proposed plan includes roadway connections to 3 existing street stubs; Emery Court, Bushnell Drive, and Lakes Edge Drive and will provide a new stub street to the east and a new connection on Compton Road. Compton Road is classified as a Major Arterial and is on the Major Transportation Plan to be upgraded to a 5-lane roadway. The developer of this subdivision will be required to participate in those improvements with the construction of a left turn lane into the site from Compton Road. Also, as a part of this project, roadway lighting along Compton should be extended to this property and along its frontage. Compton Road is also on the Murfreesboro Bikeway Master Plan as a part of Bike Route 4. This route starts at Lebanon Pike and ends at Lascassas Pike for an overall length of 3.13 miles. Bike Route 4 will be constructed with the expansion of Compton Road.

**Landscape/Open Space:** The Arbors at Compton will be dedicating over 20 acres (over 25% of the site) to open space. The open space areas will be comprised of usable open space, detention areas, and the STEP System.

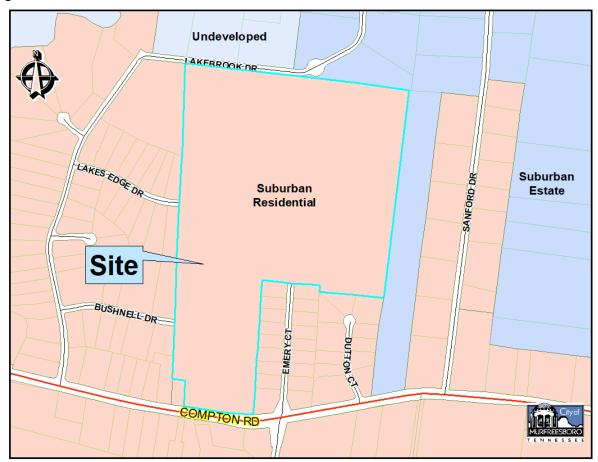
There will be a berm along Compton Road with a decorative Type 'A' Landscape Buffer to provide a separation between the roadway and the homes. Landscaping along the berm will be installed with Phase 1. Parking areas on common open space/amenity lots shall provide a minimum 8-ft of landscape area between parking and all property lines. Builder shall install 2.5" caliper front yard tree on each single-family detached lot.

Usable open space areas around the development will offer such amenities as a fire pit/picnic area, paved walking trails, seating nodes, open play lawns, and a playground. Sidewalks will line both sides of all streets to provide pedestrian circulation through the neighborhood for residents as well. Each amenity will be constructed with the phase it is located in, after 50% of the homes are built out in each phase. The Compton Road entrance area will incorporate masonry signage and will be anchored with landscaping. The H.O.A. will own and maintain all common areas.

# **Future Land Use Map**

The future land use map contained in the <u>Murfreesboro 2035 Comprehensive Plan</u>, which was adopted in July 2017, recommends that the subject property develop primarily with a <u>Suburban Residential (SR)</u> land use character. The Suburban Residential character intends to serve as a transition from urban to rural residential development and is predominantly located along the periphery of the City. The comprehensive plan calls out RS-15, RS-12, and RS-10 as existing zoning districts that are compatible with this designation. The development types in this designation include detached residential dwellings and planned developments to provide other housing types (e.g. Auto-Urban residential) but with increased open space to preserve a suburban character setting. 2.0-3.54 dwelling units per acre is the recommended density.

Based on the Comprehensive Plan designations, the proposed single-family detached residential use is consistent with the *Suburban Residential land use character*. **The overall gross density of 2.26 units per acre** is also consistent with the plan's density range.



# **Neighborhood Meeting**

At the request of staff, the developer sent out notices to the adjacent neighbors and held a neighborhood meeting on November 9, 2021. Approximately 60 neighbors attended and shared their concerns about the proposed PRD to include connections to the 3 existing stub streets, the Emery/Compton intersection, the location of the future stub

street to the east, traffic safety issues on Compton Road, number of units in the development, additional water runoff, existing flooding and drainage problems, architecture not being brick like the adjacent neighborhood, and retaining some of the existing perimeter trees.

The applicant has adjusted their proposal based on this input to increase the number of 12,000 square foot lots around the exterior of the site and to retain existing tree canopies around much of the perimeter. Staff still asks that an all brick house product be offered to be built around the edges of the project as well which have not been provided.

# **Department Recommendation**

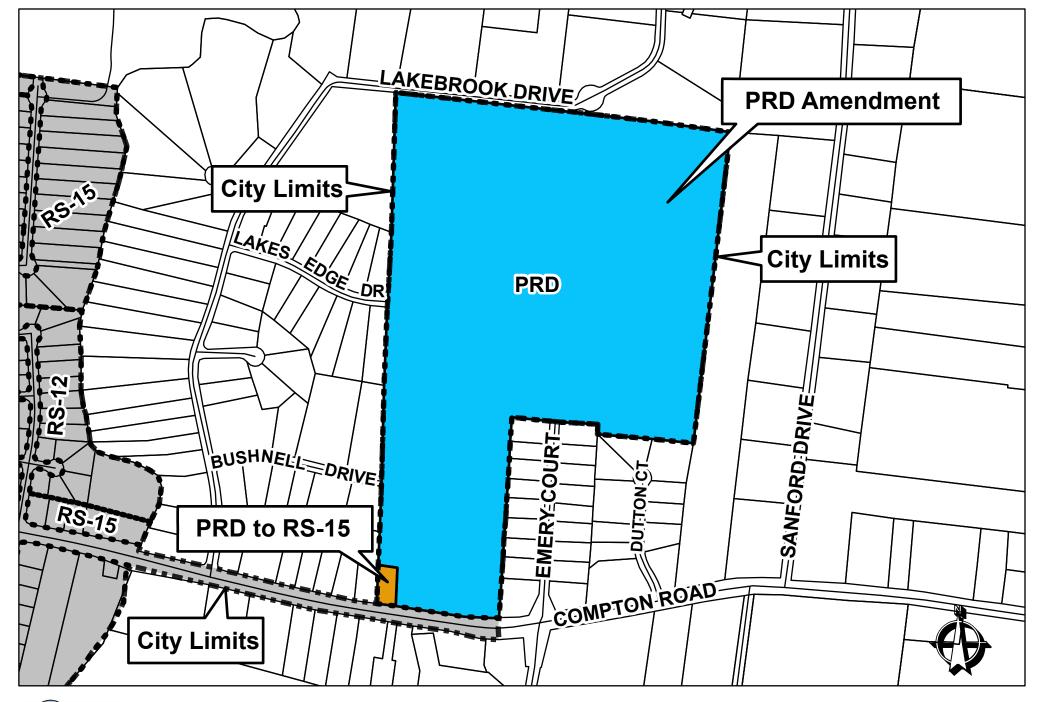
- 1. Staff is supportive of this rezoning request, as to the density, general layout, access, bulk, open space, and provision of services for the following reasons:
  - a. The overall density is consistent with the 2035 Land Use designation with a density of 2.26 units per acre.
  - b. The subdivision layout integrates 3 existing stub street connection points into the subdivision as well as provides a new stub street connector to the east and a new connection to Compton Road, which is consistent with Section 5.7.5.(iii) of the City of Murfreesboro Subdivision regulations.
  - c. The development will be required improvements to Compton Road for turn lanes consistent with the future 2040 MTP to create a 5-lane Major Arterial roadway. (

# 2. Staff will continue to work with the applicant on the following items:

- a. Improving the proposed architecture materials adjacent to existing stub streets;
- b. All common areas and detention ponds require a minimum of 16' of road frontage, which is uncertain in the two detention areas on the easterly side of the site;
- c. Compton Road is on the Major Transportation Plan to be upgraded to a 5 lane roadway. The developer of this subdivision will be required to participate in those improvements with the construction of a left turn lane into the site from Compton Road with required street widening and tapering to properly accommodate. Also, as a part of this project, roadway lighting along Compton should be extended to this property and along its frontage;
- d. All roads should have a minimum of 42' of right of way; and
- e. Ditch bypassing water through the site should not exceed 3' in depth. Run off from the rear of lots should be directed to ponds for treatment and should not enter the bypass water.

## **Action Needed**

The applicant will be in attendance at the meeting to make a presentation and answer any questions. The Planning Commission will need to conduct a public hearing on this matter and then formulate a recommendation to the City Council. Staff recommends that any approval by the Planning Commission be made subject to the above comments being addressed prior to the City Council's consideration of this item on first reading.

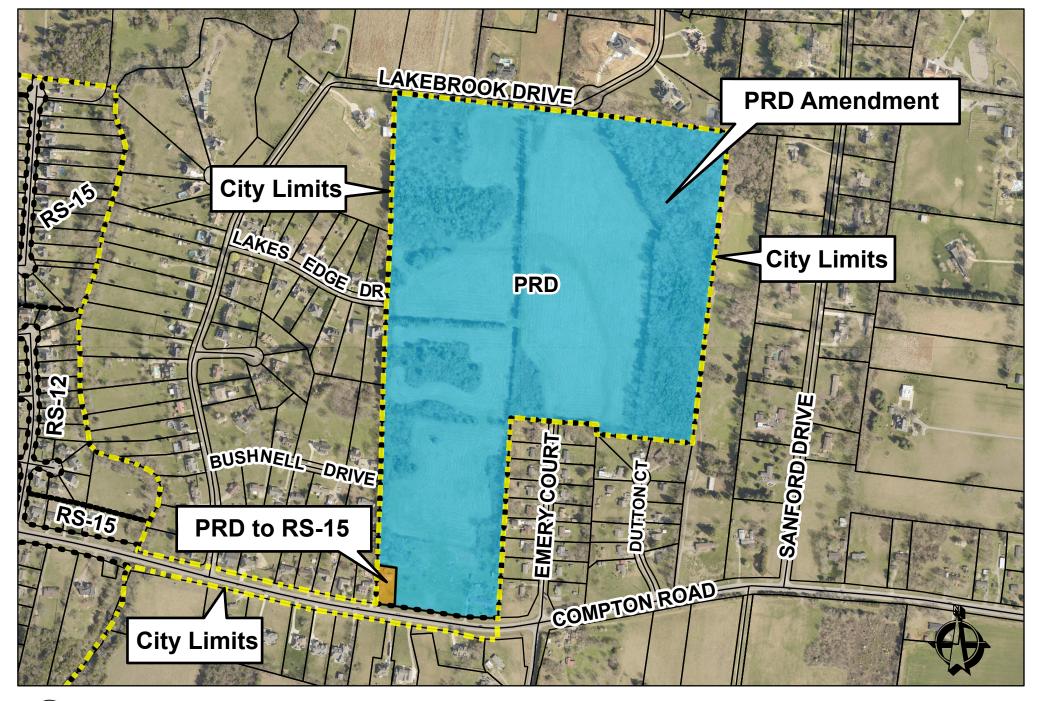




Zoning Request for Property along Compton Road PRD Amendment (Arbors PRD) and PRD to RS-15

0 387.5 775 1,550 2,325 US Feet

Planning Department City of Murfreesboro 111 West Vine St Murfreesboro, TN 37130 www.murfreesborotn.gov





Zoning Request for Property along Compton Road PRD Amendment (Arbors PRD) and PRD to RS-15

0 387.5 775 1,550 2,325 US Feet

Planning Department City of Murfreesboro 111 West Vine St Murfreesboro, TN 37130 www.murfreesborotn.gov



# City of Murfreesboro Planning and Engineering Department

111 W. Vine Street, P.O. Box 1139 Murfreesboro, TN 37133-1139 (615) 893-6441 Fax (615) 849-2606 www.murfreesborotn.gov

Creating a better quality of life

Zoning & Rezoning Applications - other than rezoning to planned	unit
development	\$700.00
Zoning & Rezoning Applications – Planned Unit Development,	
initial or amended	\$950.00

Procedure for applicant:

The applicant must submit the following information to initiate a rezoning:

- 1. A completed rezoning application (below).
- 2. A plot plan, property tax map, survey, and/or a legal description of the property proposed for rezoning. (Please attach to application.)
- 3. A non-refundable application fee (prices listed above).

For assistance or questions, please contact a planner at 615-893-6441.

APPLICANT'S SIGNATURE (required):  DATE: 10/14/2021  *******For Office Use Only************************************	***
DATE: 10/14/2021	
E-mail: mtaylor@sec-civil.com	
applicant): Matt Taylor 615-890-7901	
Contact name & phone number for publication and notifications to the public (if different from the	<u> </u>
Proposed zoning classification: PRD Acreage: 78.25	
Existing zoning classification: PRD	
and/or Tax map #: 68 Group: Parcel (s): 18.00	
Street Address or property description: 1229 Compton Rd	
PROPERTY OWNER: Margaret Fanning	
Phone: 615-293-6550 E-mail address: Steve.Pierce@MidTennDe	v.com
Address: 1092 Classic Rd City/State/Zip: Apex, NC 27539	
APPLICANT: Middle TN Developers, LLC c/o Steve Pierce	
To be completed by applicant:	

Revised 7/20/2018



# SITE ENGINEERING CONSULTANTS

Engineering • Surveying • Land Planning • Landscape Architecture 850 Middle Tennessee Blvd, Murfreesboro, TN 37129 www.sec-civil.com • 615-890-7901 • fax 615-895-2567

January 20, 2022

Holly Smith City of Murfreesboro Planning Department 111 West Vine Street Murfreesboro, TN 37130

RE: Summary of Revisions to the Rezoning Booklet Arbors at Compton PRD Murfreesboro, TN SEC No. 21296

Dear Holly,

This letter is to outline the revisions that have been made to the Rezoning Booklet for Westlawn PUD. These revisions reflect revisions made between the Planning Commission Meeting and City Council Public Hearing.

## PRD book comments:

- Cover Sheet added City Council Public Hearing Date.
- > Page 12 Added Red Squares to Concept Plan to denote the 7 Special Interest Lots
- ➤ Page 13 Added Bullet Point #5 regarding rental language.
- ➤ Page 15 Added last bullet point to Architectural Standards, "Special Interest Lot shall have all brick/stone materials on all exterior elevations". Added image of all brick exterior home related to Special Interest Lots.
- ➤ Page 16-18- Added upgraded rear elevations of homes
- ➤ Page 24 Revised data chart under #6 with updated the Total Maximum Floor Area (Line 2), which in turn changed the F.A.R. (Line 10).
- ➤ Page 25 Added additional language to Response under #11, which states "This development will comply with the City of Murfreesboro Floodplain Regulations".

If you have any questions or if I may be of further assistance, I can be contacted by phone at 615-890-7901. My email address is mtaylor@sec-civil.com. Our fax number is 615-895-2567.

Sincerely,

Matt Taylor, P.E.

Taylor

Vice-President

SEC, Inc.



# THE ARBORS AT COMPTON

A REQUEST FOR AN AMENDMENT TO A PREVIOUSLY APPROVED PRD 1229 Compton Road, Murfreesboro, Tennessee

# <u>Initial Submittal</u> October 14, 2021

# Resubmittal

November 5, 2021 for November 17, 2021 Planning Commission Workshop

#### <u>Resubmittal</u>

November 22, 2021 for December 1, 2021 Planning Commission Public Hearing

#### **Resubmittal**

January 13, 2022 for January 27, 2022 City Council Public Hearing



SEC Project #21296



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Company Name: SEC, Inc.

**Profession:** Planning.Engineering.Landscape Architecture

Attn: Rob Molchan / Matt Taylor

Phone: (615) 890-7901

Email: rmolchan@sec-civil.com/ mtaylor@sec-civil.com

Web: www.sec-civil.com

850 Middle Tennessee Blvd. Murfreesboro, Tennessee 37129

Company Name: Middle Tennessee Developers LLC

Profession:DeveloperAttn:Steve PiercePhone:615-293-6550

Email: Steve.pierce@midtenndev.com

Web: midtndev.com



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#### **AERIAL PHOTOGRAPH** Not To Scale







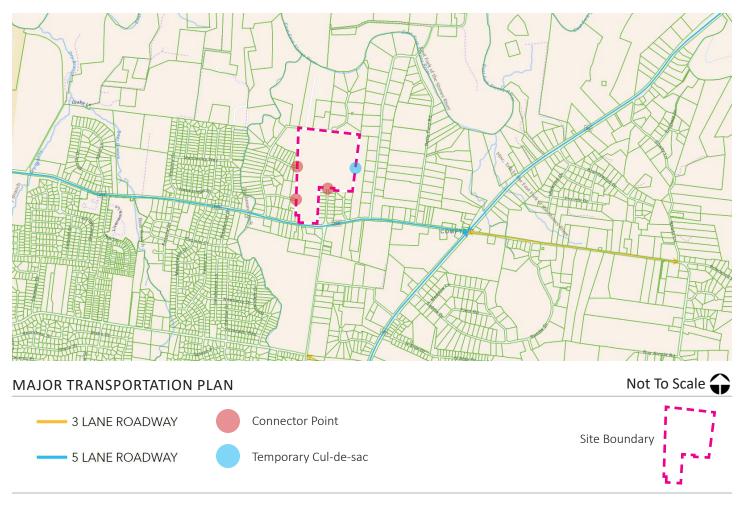




Lascassas Pike

Middle Tennessee Developers, LLC respectfully requests amending the previously approved Arbors PRD located at 1229 Compton Road. The property is located along the northern side of Compton Road, west and north of Emery Court. The site is identified as Parcel 18.00 of Tax Map 68, and is approximately 78.25 acres.

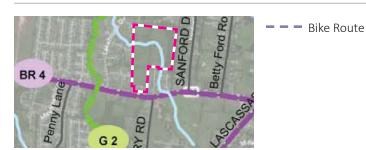
The request to amend the PRD is to revise the site to be a STEP system instead of gravity flow sanitary sewer system and reduce the previously approved number of units from 207 single-family detached homes. The amended development will consist of 177 single-family detached lots on 78.25 acres, for a density of 2.26 dwelling units per acre. The development will consist of 133 lots with a minimum lot size of 7,000 sf, and 44 lots with a minimum lots size of 12,000 sf. All homes will be for purchase. The proposed homes will be a minimum 1,700 sf. for single-story homes, and 2,000 sf. for 2-story homes. All homes will have a minimum of 2 bedrooms, and a minimum two car front entry garage with decorative garage doors. The home elevations will be constructed of cement board siding and masonry materials to add quality and character to the community. Each lot and home will have foundation landscaping and sodded front yards. Along the streets, street lights will add character and continuity to the neighborhood. The entrance off of Compton Road will incorporate monument or wall signage made of masonry materials and anchored by landscaping. The H.O.A. will own and maintain all common areas.



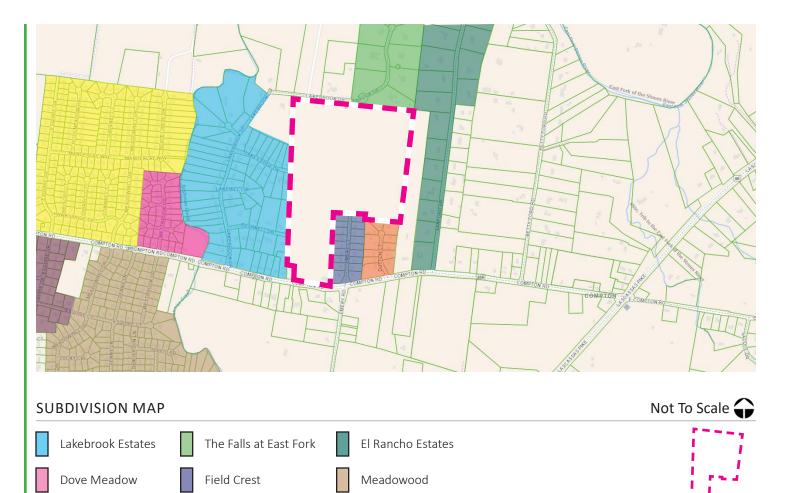
The property has access to the existing public rights-of-way of Compton Road, a city designated major arterial, through one primary entrance to the west of the intersection Emery Road. Additionally, the property will be connecting and extending the existing public rights-of-way of Emery Court to the southeast, Bushnell Drive to the west, and Lakes Edge Drive to the northwest. These three streets are classified as local-residential roadways that were previously stubbed to the edge of the property for future connectivity.

Compton Road is on the City of Murfreesboro's Major Transportation Plan and is slated to be improved from a two-lane roadway to a five-lane roadway. The entrance from Compton Road is designed with 1 travel-lane for access into and will also have 2-lanes out of the development.

The proposed connections to the three existing public local roadways around this development will provide for better overall connectivity in the area for current residents, future residents and municipal services for the community. The development will also be providing an additional roadway stub at the middle temporary cul-de-sac along the eastern side of the development. This will allow for future connectivity to Parcel 20.00 of Tax Map 68 to the east of this development.



Compton Road is on the Murfreesboro Bikeway Master Plan as a part of Bike Route 4. This route starts at Lebanon Pike and ends at Lacassas Pike for an overall length of 3.13 miles. Bike Route 4 will be constructed with the expansion of Compton Road.



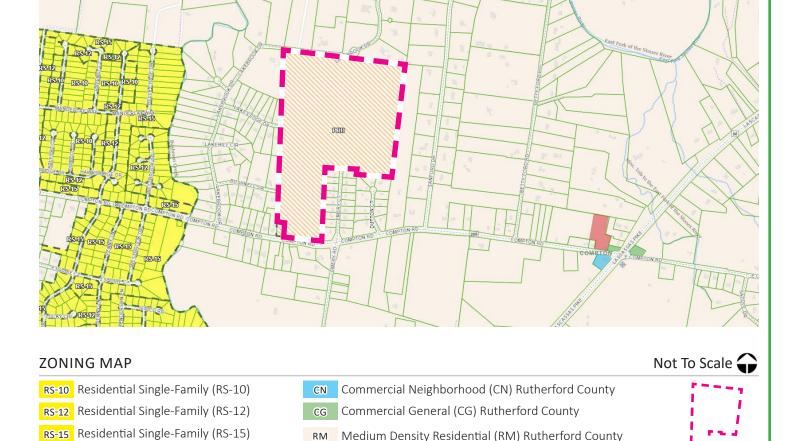
The Arbors at Compton is surrounded by a mixture of residential subdivisions, and agricultural properties. Lakebrook Estates is a residential development directly to the west of the site consisting of one to two-story single-family detached homes with primarily side entry garages. The exterior elevations consist of primarily brick along all elevations with vinyl only being used in the trim and soffit area. There is one primary point of ingress/egress to the development from Compton Road. The Falls at East Fork is a small subdivision to the north of the property along Lakebrook Drive. This subdivision includes single-family detached homes on lots with large front setbacks, a mixture of 1 & 2 stories, and estate style houses constructed from a variety of masonry materials across all elevations. There is one primary point of ingress/egress to this development from Lakebrook Drive. There are two developments along the southeastern edge of the development, Field Crest and Dutton Court. These two developments consist of 1 & 2 story single-family detached homes, with a mixture of vinyl siding and brick exteriors. El Rancho Estates is a subdivision to the east along Sanford Road. This development has single-family detached homes with primarily brick elevations and large front setbacks. Sanford Drive serves as the only point of ingress/egress to these homes.

Esquire Estates

Site Boundary

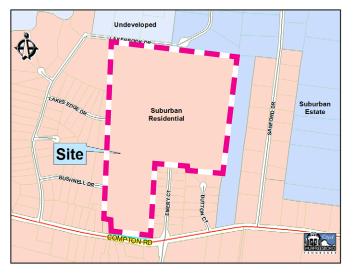
Hawksridge

**Dutton Court** 



The surrounding area consists of a mixture of zoning types and land uses. All land surrounding the property is currently zoned Medium Density Residential (RM) in Rutherford County. There is a mixture of residential single-family zoned developments in the City of Murfreesboro to the west past the Lakebrook Estates subdivision. Additionally, there are a few commercially zoned properties in Rutherford County to the east at the intersection of Compton Road and Lascassas Pike.

Commercial Services (CS) Rutherford County



PRD Planned Residential Development (PRD)

The Murfreesboro 2035 Future Land Use Plan proposes this area as suburban residential (SR). The character of this landuse includes detached residential dwellings, and attached residential with the notion of increased open space. Development options can be established, which allow for smaller lot sizes in exchange for greater open space, with the open space devoted to maintaining the suburban character and buffering adjacent properties and roads. Density for this character ranges from 2.0 to 3.54 dwelling units per acre. Generally compatible zoning districts include RS-15, RS-12, and RS-10

The proposed development aligns with the described character of the area and provides an overall density of 2.26 dwelling units per acre along with ample open space.

Site Boundary







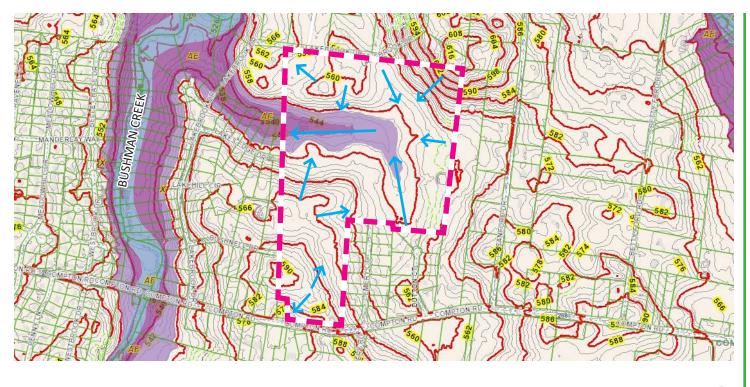
Water service will be provided by the Consolidated Utility District of Rutherford County. There are existing water lines along Compton Road, Bushnell Drive, Lakes Edge Drive, and Emery Court for water service into the site. The developer will be responsible for extending the waterline into the site for domestic and fire water service.

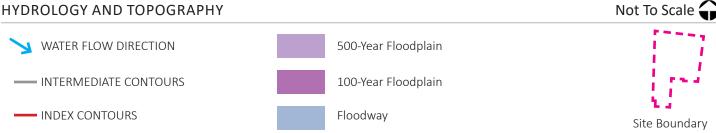


Sanitary sewer service will be provided by Murfreesboro Water Resources Department (MWRD) via an on-site STEP system. Construction of the STEP system will be the responsibility of the developer and then turned over to MWRD which will own and operate the system. Sewer is no longer immediately available to the subject property as the original plan anticipated.



Electric service will be provided by Middle Tennessee Electric. Service will be extended from Compton Road, Bushnell Drive, Lakes Edge Drive, and Emery Court. The developer will be responsible for extending the electric lines into the site, and all on-site electric will be underground.





The topographic map above shows the site's topographic high point generally at the southwestern corner, the northwest corner, and the eastern property line of the property. From these high points, the property generally drains towards the middle of the site before turning and running to the west, eventually ending up in Bushman Creek.

A portion of the site along the western perimeter lies within the 100-year floodplain zone AE according to FEMA Flood Panels 47149C0161H eff. 1/4/2007, 47149C0162H eff. 1/4/2007, 47149C0163H eff. 1/4/2007.



















SEC Project #21296

### **Development Standards:**

- 177 single-family detached homes with 2 or more bedrooms.
- The development will consist of 133 lots with a minimum lot size shall be 7,000 sf for the 60-ft wide lots, and 44 lots with a minimum lot size shall be 12,000 sf for the 85-ft wide lots.
- The homes will have a minimum of 1,700 sf of living area for single-story homes, and 2,000 sf for 2-story homes.
- Each home will be on its own lot of record, and sold fee simple.
- Single family homes developed within the subdivision shall not be sold in bulk to a developer or owner of rental units for the purpose of operating a rental community. The builder of the single family homes within the subdivision shall sell the units to individual buyers on an individual contract basis, not as a bulk transaction to a single entity.
- Parking for the homes will comply with the City of Murfreesboro requirements
- Each single-family lot will provide at least 4 parking spaces per lot (outside of the garage)
- Each lot will have concrete driveways wide enough for 2 vehicles, and have a minimum width of 16 feet
- All homes will have a 2-car front entry garage.
- Builders shall install sod and landscaping along front and secondary front foundations.
- Builder shall install 2.5" caliper front yard tree on each single-family detached lot.
- All streets will be public rights-of-way
- All streets have been designed to comply with Murfreesboro Streets Standards
- Public sidewalks will be provided on both sides of all streets throughout the development to create a pedestrian friendly community
- Mail service will be provided via centralized mail kiosk for all postal deliveries.
- Street lights will be coordinated with MTE, and will meet MTE's standards for management by MTE
- The entrance off of Compton Road will have new entrance signage constructed on masonry materials and anchored by landscaping and fencing.
- All mechanical equipment (i.e. HVAC and transformers) to be screened
- HVAC units will be located at the rear of each residence
- All on-site utilities will be underground
- Solid waste will be handled via curb side trash pick-up by the City of Murfreesboro.
- Prior to construction plan review, a complete and thorough design of the stormwater management system and facilities will be completed
- All home owners will be required to be a member of the H.O.A.
- As a member of the H.O.A., the residents will be subject to restrictive covenants, and be required to pay membership dues as determined by a 3rd party management company
- H.O.A. will be managed by independent 3rd party management company
- The common areas will be owned and maintained by an H.O.A.
- This project will install street lighting along Compton Road along with project's frontage.
- A 10-ft wide common open space strip will be provided along all perimeters of the site to provide separation between existing homes and those proposed. The 10-ft wide common open space strip will not be required along the proposed STEP System area.

**Example of Centralized Mail Kiosk** 







<sup>\*</sup>The examples shown on this page are conceptual and meant to convey the general appearance and functionality of different features throughout the development. Final products will be provided at a site plan level.

PHASES	UNITS	ACRES
PHASE 1	89	47.61
PHASE 2	22	8.83
PHASE 3	66	21.81
TOTAL	177	78.25



Phase 1



Phase 2



Phase 3

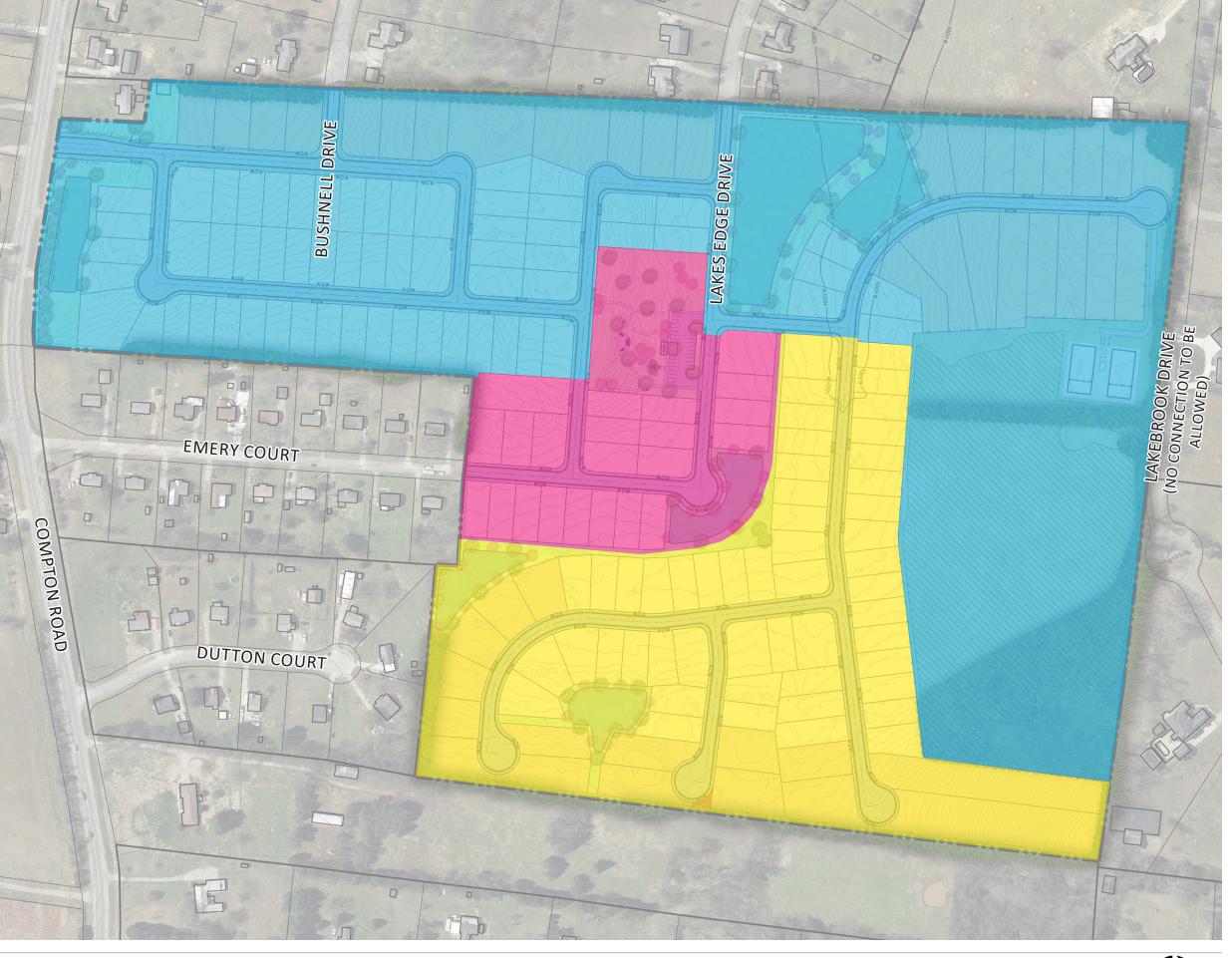
# **Conceptual Phasing Plan**

- The project is anticipated to be built in 3 phases.
- Construction of Phase 1 is planned to begin within 90-120 days after the completion of the rezoning process.
- Phase 1 is anticipated to create 89 homes.
- Phase 1 will include the development signage and turn lanes at the entrance of Compton Road.
- Phase 2 will include the amenities and walking trails, which will be constructed and operational prior to the Phase 2 plat recording.
- All phases will be market driven and dependent upon the absorption of the units in the previous phase.
- The sidewalks within each phase will be constructed by the home builders as the homes are constructed. If sidewalks are located along common area then the developer will construct those portions of the sidewalk with the construction of the that common area.
- Amenity/open spaces areas in the final section shall be constructed and completed prior to the recording of the final section's plat.



SEC Project #21296

Murfreesboro, Tennessee



# **Architectural Characteristics:**

- All homes shall not exceed 35-feet in height
- All homes will be a mixture of 1-story and/or 2-story
- All homes will have at least 2 bedrooms
- All the homes will have eaves
- All homes will be located on individual lots of record
- All homes will have a 2-car front entry garages
- Front entry garage doors will be decorative
- Garage door color will match trim of the unit
- All homes will be comprised of alternating unit style and unit colors so no monotony occurs along the streetscape.
- A minimum 30" masonry watertable shall be required along all front elevations and transition to a minimum 18" along all sides and rear
- Special interest lots shall have all brick/stone materials on all exterior elevations

# **Building Materials:**

Front Elevations: Cement Board, Cement Board Shake,

Stone Veneer, Brick (Mixture of at least 2)

Side Elevations: Cement Board Rear Elevations: Cement Board



Example of Brick (different colors will be allowed)



Example of Hardy Board Shake (different colors will be allowed)



Example of Hardy Board (different colors, cuts, patterns will be allowed)



Example of Stone Veneer (different colors, cuts, patterns will be allowed)

20' REAR SETBACK



<sup>\*</sup>For all elevations, vinyl only in trim and soffit areas.



7,000 sf Lot Setbacks:

Front to Garage: 35-feet
Front to Home or Extended Porch: 25-feet
Secondary Front: 20-feet
Side: 5-feet
Rear: 20-feet
Minimum Lot Width\*: 60-feet

Public Street

Public Street

12,000 sf Lot Setbacks:

Front to Garage: 35-feet
Front to Home or Extended Porch: 25-feet
Secondary Front: 20-feet
Side: 5-feet
Rear: 20-feet
Minimum Lot Width\*: 60-feet



# 12,000 sf Lot Setbacks:

Front to Garage: 35-feet
Front to Home or Extended Porch: 25-feet
Secondary Front: 20-feet
Side: 5-feet
Rear: 20-feet
Average Lot Width\*: 85-feet

<sup>\*</sup>Minimum lot width is to be measured at front setback line. Cul-de-sac lots must have a minimum 50-foot width at ROW.





\*The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.













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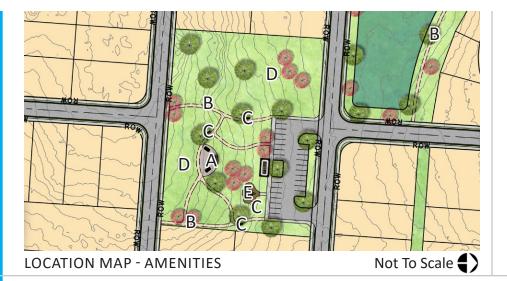








\*The elevations of the homes will vary across the development. The images above are meant to convey the general appearance and functionality of the homes.



- A Fire Pit/Picnic Area
- **B** Walking Trails
- **C** Trail Seating
- D Open Play Lawn
- E Playground

With this request, The Arbors at Compton will be dedicating over 20 acres (over 25% of the site) to open space. The open space areas will be comprised of usable open space, detention areas, and the STEP System. Usable open space areas around the development will offer such amenities as; a fire pit/picnic area, paved walking trails, seating nodes, open play lawns, and a playground. Sidewalks will line both sides of all streets to provide pedestrian circulation through the neighborhood for residents as well. Each amenity will be constructed with the phase it is designated in, after 50% of the homes are built out in each phase. The Compton Road entrance area will incorporate masonry signage and will be anchored with landscaping.



A - Example of Fire Pit/Picnic Area



B - Example of Paved Walking Trails



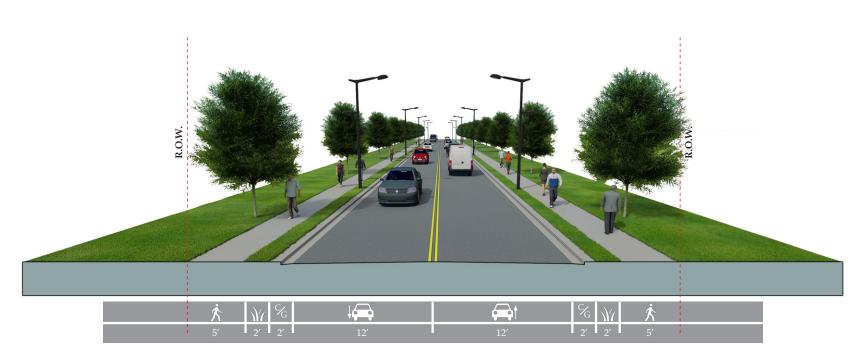
C - Example of Seating Nodes



E - Example of Playground



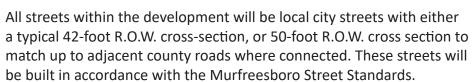
Example of 50-foot R.O.W. Cross Section



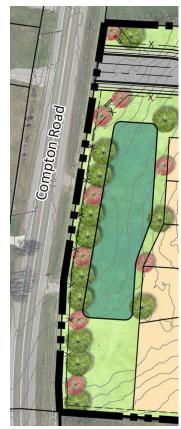
Example of 42-foot R.O.W. Cross Section

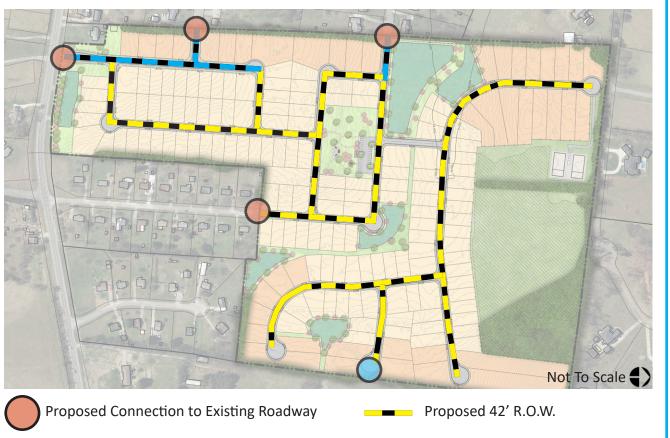
Pursuant to the City of Murfreesboro's 2040 Major Transportation Plan (MTP), Compton Road is the only roadway slated for improvement around this development. Compton Road is the major thoroughfare where the majority of vehicular trips generated by this development will impact. It is currently built as a 2-lane cross-section without curb & gutter or sidewalks, classified as a major arterial roadway. The road is slated to be expanded to a 5-lane roadway with curb & gutter and sidewalks.

As stated above, the primary means of ingress/egress from this site will be onto Compton Road. The entrance is proposed to incorporate three travel lanes for proper circulation into and out of the development onto Compton Road. There will be dedicated left and right lanes out of the neighborhood, as well as single lane for traffic entering the development. Left and right turn lanes will be built to connect to the development with the expansion of Compton Road. The master plan has included multiple potential secondary means of ingress/egress from the development. The illustration to the right shows the entrance onto Compton Road and the illustration below identifies all other points of ingress/egress to the development.



Proposed Temporary Cul-De-Sac





Proposed 50' R.O.W.



Decorative Type 'A' Landscape Buffer

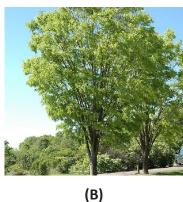


not to scale

#### LANDSCAPE MATERIALS SAMPLES: DECIDUOUS TREES



(A)



(A) Ulmus parvifolia 'Emer II'/ 'Emer II' Alle Elm (B) Zelkova serrata 'Green Vase'/ Sawleaf Zelkova (C) Buxus x 'Green Mountain'/ Boxwood (D) Prunus laurocerasus 'Otto Luyken'/ Luykens Laurel (E) Lagerstroemia indica 'GAMAD VI'/ Berry Dazzle Crape Myrtle (F) Miscanthus sinensis 'Adagio' / Adagio Eulalia Grass (G) Liriope spicata 'Silver Dragon'/ Creeping Lily Turf (H) Setcreasea pallida 'Purple Heart'/ Purple Heart Setcreasea

(I) Iberis sempervirens 'Little Gem'/ Little Gem Candytuft
(J) Liriope muscari 'Variegata'/ Variegated Lily Turf
(K) Magnolia grandiflora 'D.D.
Blanchard' TM/ Southern Magnolia
(L) Thuja standishii x plicata 'Green Giant'/ Green Giant Arborvitae
(M) Cryptomeria Japonica 'Radicans'/ Japanese Cedar
(N) Viburnum x pragense/ Prague Viburnum
(O) Prunus laurocerasus 'Schipkaensis'/ Schipka Laurel

#### LANDSCAPE MATERIAL SAMPLES: EVERGREEN/DECIDUOUS SHRUBS AND GRASSES









LANDSCAPE MATERIAL SAMPLES: GROUNDCOVER









#### LANDSCAPE BUFFER: EVERGREEN TREES







#### **LANDSCAPE BUFFER: EVERGREEN TREES AND SHRUBS**





The site has been designed with ample landscaping to provide not only an aesthetically pleasing experience for the residents, but to aid in mitigating impacts to the surrounding areas. To ensure these characteristics, some standards are outlined below as well as a sample palette provided.

#### **Landscaping Characteristics:**

- Parking areas on common open space/amenity lots shall provide a minimum 8-ft of landscape area between parking and all property lines.
- Public rights-of-way screened from parking by use of landscaping and/or berming.
- There will be a berm along Compton Road with a decorative Type 'A' Landscape Buffer to provide a separation between the roadway and the homes. Landscaping along the berm will be installed with Phase 1.
- Builder shall install 2.5" caliper front yard tree on each single-family detached lot.
- All above ground utilities and mechanical equipment will be screened with landscaping and/or fences.
- The primary and secondary front yards will incorporate at least a 3-ft wide foundation planting bed at the base of the homes.
- Primary and secondary front yards shall be planted with sod, and all other areas of residential lots will be planted with seed and straw.
- Landscaping will be in conformance with the City of Murfreesboro's landscaping ordinance.
- All landscaping in open space to be owned and maintained by the HOA.

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**1.)** A map showing available utilities, easements, roadways, rail lines and public right-of-way crossing and adjacent to the subject property.

**Response:** The exhibits provided on Pages 4-9 provide the requested information.

**2.)** A graphic rendering of the existing conditions and/or aerial photograph(s) showing the existing conditions and depicting all significant natural topographical and physical features of the subject property; location and extent of water courses, wetlands, floodways, and floodplains on or within one hundred (100) feet of the subject property; existing drainage patterns; location and extent of tree cover; and community greenways and bicycle paths and routes in proximity to the subject property.

**Response:** The exhibits provided on Pages 4-11 provide the requested information.

**3.)** A plot plan, aerial photograph, or combination thereof depicting the subject and adjoining properties including the location of structures on-site and within two hundred (200) feet of the subject property and the identification of the use thereof.

**Response:** The exhibits provided on Pages 4-11 provide the requested information.

**4.)** A drawing defining the general location and maximum number of lots, parcels or sites proposed to be developed or occupied by buildings in the planned development; the general location and maximum amount of area to be developed for parking; the general location and maximum amount of area to be devoted to open space and to be conveyed, dedicated, or reserved for parks, playgrounds, recreation uses, school sites, public buildings and other common use areas; the approximate location of points of ingress and access streets; the approximate location of pedestrian, bicycle and vehicular ways or the restrictions pertaining thereto and the extent of proposed landscaping, planting, screening, or fencing.

**Response:** Pages 12-13 lists standards and exhibits showing the concept plan and development standards which shows each of these items.

**5.)** A tabulation of the maximum number of dwelling units proposed including the number of units with two (2) or less bedrooms and the number of units with more than two (2) bedrooms.

**Response:** Pages 12-13 lists standards and exhibits showing the concept plan and development standards which shows each of these items.

**6.)** A tabulation of the maximum floor area proposed to be constructed, the F.A.R. (Floor Area Ratio), the L.S.R. (Livability Space Ratio), and the O.S.R. (Open Space Ratio). These tabulations are for the PRD.

TOTAL SITE AREA	3,408,671 s.f.
TOTAL MAXIMUM FLOOR AREA	485,157 s.f.
TOTAL LOT AREA	1,897,813 s.f
TOTAL BUILDING COVERAGE	424,800 s.f
TOTAL DRIVE/ PARKING AREA	263,708 s.f
TOTAL RIGHT-OF-WAY	424,449 s.f
TOTAL LIVABLE SPACE	3,144,963 s.f
TOTAL OPEN SPACE	487,084 s.f
FLOOR AREA RATIO (F.A.R.)	0.14
LIVABILITY SPACE RATIO (L.S.R.)	0.80
OPEN SPACE RATIO (O.S.R.)	0.88

**7.)** A written statement generally describing the relationship of the proposed planned development to the current policies and plans of the city and how the proposed planned development is to be designed, arranged and operated in order to permit the development and use of neighboring property in accordance with the applicable regulations of this article.

**Response:** The property is currently zoned PRD with 207 single-family dwelling units. The surrounding area has a mixture of residential properties. The concept plan and development standards combined with the architectural requirements of the homes shown within this booklet align and closely mimic the type of developments in the surrounding neighborhoods and are envisioned to complete the development in this area.

**8.)** If the planned development is proposed to be constructed in stages or units during a period extending beyond a single construction season, a development schedule indicating:

(aa) the approximate date when construction of the project can be expected to begin;

**Response:** The project is anticipated to be developed in three phases. Phasing information is described on Page 14.

**9.)** Proposed means of assuring the continued maintenance of common space or other common elements and governing the use and continued protection of the planned development. For this purpose, the substance of any proposed restrictions or covenants shall be submitted.

**Response:** This requirement has been addressed on Pages 13 & 22.

**10.)** A statement setting forth in detail either (1) the exceptions which are required from the zoning and subdivision regulations otherwise applicable to the property to permit the development of the proposed planned development or (2) the bulk, use, and/or other regulations under which the planned development is proposed.

Response: The applicant is requesting the following exceptions from the comparative RS-6 zone district with this PRD.

SETBACKS	EXISTING PRD	PRD	DIFFERENCE
Front Setback	35.0′	35.0′	0.0′
Side Setback	10.0′	5.0′	-5.0′
Rear Setback	25.0′	20.0′	-5.0′
Minimum Lot Size	10,000	7,000	-3,000
Minimum Lot Width	80.0′	60.0′	-20.0′

RS-6	PRD	DIFFERENCE
35.0′	35.0′	0.0′
5.0′	5.0′	0.0′
20.0′	20.0′	0.0′
6,000 SF	7,000 SF	+1,000 SF
50.0′	60 O'	+10.0′
	35.0′ 5.0′ 20.0′ 6,000 SF	35.0' 35.0' 5.0' 5.0' 20.0' 20.0' 6,000 SF 7,000 SF

**11.)** The nature and extent of any overlay zone as described in Section 24 of this article and any special flood hazard area as described in Section 34 of this article

**Response:** This property is not in the Gateway Design Overlay District, Airport Overlay District (AOD), Historic District (H-1), or Planned Signage Overlay District (PS). A portion of this property lies in Zone AE, within the 100-year floodplain, according to the current FEMA Map Panels 47149C0161H eff. 1/4/2007, 47149C0162H eff. 1/4/2007, 47149C0163H eff. 1/4/2007, and 47149C0164H eff. 1/4/2007. This development will comply with the City of Murfreesboro Floodplain Regulations.

**12.)** The location and proposed improvements of any street depicted on the Murfreesboro Major Transportation Plan as adopted and as it may be amended from time to time.

**Response:** Pages 5 & 21 discusses the Major Transportation Plan.

**13.)** The name, address, telephone number, and facsimile number of the applicant and any professional engineer, architect, or land planner retained by the applicant to assist in the preparation of the planned development plans. A primary representative shall be designated.

**Response:** The primary representative is Matt Taylor of SEC, Inc. developer/ applicant is Middle Tennessee Developers LLC contact info for both is provided on cover.

**14.)** Architectural renderings, architectural plans or photographs of proposed structures with sufficient clarity to convey the appearance of proposed structures. The plan shall include a written description of proposed exterior building materials including the siding and roof materials, porches, and decks. The location and orientation of exterior light fixtures and of garages shall be shown if such are to be included in the structures.

**Response:** Page 15-19 show the architectural character of the proposed buildings and building materials listed. However, exact configuration for these items is unknown and will be determined as each building is built.

**15.)** If a development entrance sign is proposed the application shall include a description of the proposed entrance sign improvements including a description of lighting, landscaping, and construction materials.

Response: Examples of entrance signage are located on Page 13 and a description is on Page 4.

6:00 P.M.

**CITY HALL** 

#### MEMBERS PRESENT

Kathy Jones, Chair Ken Halliburton, Vice-Chair Jami Averwater Rick LaLance Chase Salas Warren Russell Shawn Wright

#### STAFF PRESENT

Greg McKnight, Planning Director
Matthew Blomeley, Assistant Planning Director
Margaret Ann Green, Principal Planner
Marina Rush, Principal Planner
Holly Smyth, Principal Planner
Carolyn Jaco, Recording Assistant
David Ives, Deputy City Attorney
Roman Hankins, Assistant City Attorney
Michele Emerson, City Engineer
Sam Huddleston, Executive Dir. Dev. Services

#### 1. Call to order.

Chair Kathy Jones called the meeting to order at 6:00 p.m.

## 2. Determination of a quorum.

Chair Jones determined that a quorum was present.

#### 3. Old Business:

#### On Motion

Revisions to Murfreesboro Street Design Specifications [2021-802], City of Murfreesboro Public Infrastructure Department applicant. Ms. Michele Emerson presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference. Ms. Emerson provided the Planning Commission with an updated table.

There being no further discussion, Mr. Rick LaLance moved to adopt the revisions to Murfreesboro Street Design Specifications to go into effect January 1, 2022, including incorporating the updated information which had been distributed before the meeting. The motion was seconded by Mr. Shawn Wright and carried by the following vote:

There being no further discussion, Mr. Chase Salas moved to approve the zoning request subject to all staff comments; the motion was seconded by Mr. Rick LaLance and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

Zoning application [2021-429] to amend the PRD zoning (The Arbors PRD) for approximately 78.25 acres located along Compton Road and to rezone approximately 0.5 acres along Compton Road from PRD to RS-15, Middle TN Developers, LLC applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy which is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Matt Taylor (design engineer) and Mr. Steve Pierce (developer) were in attendance to represent the application. Mr. Taylor gave a PowerPoint presentation of the Pattern Book, which Pattern Book is maintained in the permanent files of the Planning Department and is incorporated into these Minutes by reference.

Mr. Taylor also stated they had hosted a neighborhood meeting with very good participation. Since the neighborhood meeting, the following changes have been made to the plan:

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- A traffic study had been completed with the results stating a signal was not warranted.
- Increased the home square footage for the two-story homes from 1,700 ft2 to 2,000 ft2
- Added a 10-foot common area to preserve the trees around the perimeter of the property.
- Added more 12,000 ft2 lots around the perimeter of the property.

Chair Kathy Jones opened the public hearing.

- Mr. Melvin Cunningham, 1148 Lakes Edge Drive has concerns opening the stub streets, increase in traffic, decrease in property value, not enough brick material on the homes, what happens if this developer sells this property, increase in crime, and drainage.
- 2. Mr. Keith Kline, 3431 Lakebrook Drive has concerns opening the stub streets and an increase in traffic.
- **3.** Mr. Hugh Dixon, 1379 Compton Road how would property owners be compensated if any damages occur from flooding from this development.
- **4. Ms. Penny Reed, 3432 Lakebrook Drive** has concerns with opening the stub streets due to the increase in traffic on narrow roads, and drainage.
- **5. Mr. Lee Brannon, 3427 Lakebrook Drive** requested for the stub streets not to be opened because the roads are too narrow, and has concerns with drainage.
- **6. Ms. Caron Peck, 1136 Lakehill Circle** has safety concerns if the stub streets are opened. She does not support the connection of streets. Who would be responsible if flooding occurs due to this development?

- 7. Ms. Judy Alexander, 3617 Lakebrook Drive has concerns with drainage, how would the detention ponds be managed, and safety concerns due to the increase in traffic.
- **8. Ms. Kristi Miller, 3501 Sanford Drive** questioned whether there should be a stub street to the east and stated concerns about the proposed lot sizes and the possibility of the homes becoming used as rental properties.
- Mr. Chris Wells, 1171 Bushnell Drive requested that the stub streets not to be opened.
- **10. Ms. Terry Cunningham, 1148 Lakes Edge Drive** opposes the stub streets being opened with this development and the proposed higher density.
- 11. Mr. Gene Mooney, 3579 Sandford Drive (also representing the owners of 3840 Lakebrook Drive) stated concerns regarding water, drainage, and the proposed STEP system.
- **12. Ms. Cathey Lee Evans, 3624 Lakebrook Drive** she feels that this development should have larger lots.
- 13. Ms. Felisa Griner, 3401 Lakebrook Drive stated concerns related to blasting.
- **14.Mr. Marti Gundt, 3431 Dutton Court** he has concerns with the drainage and wants to make certain no additional water is placed on his property.
- **15.Mr. Al Miller, 3501 Sanford Drive** stated concerns regarding traffic. He recommended the developer use the approved 2006 zoning plan instead.
- **16.Mr. David Puckett, 1411 Compton Road** stated concerns regarding traffic, drainage, and school overcrowding.

There being no one else to speak, Chair Kathy Jones closed the public hearing.

MINUTES OF THE **MURFREESBORO PLANNING COMMISSION** 

**DECEMBER 1, 2021** 

Mr. Matt Taylor came forward to address the concerns of the speakers, including those

related to drainage, traffic, the STEP system, blasting, and construction traffic. He also

stated that before presenting at City Council, he would work on the language in the pattern

book to prevent large amounts of homes to be purchased for use as rental homes.

The Planning Commissioners agreed on the connection of the stub streets in the plan as

presented. Mr. LaLance requested for the architecture of the rear and sides of the homes to

be improved before this application is presented to the City Council.

There being no further discussion, Mr. Rick LaLance moved to approve the zoning

application subject to all staff comments; the motion was seconded by Vice-Chairman Ken

Halliburton and carried by the following vote:

Aye: Kathy Jones

Ken Halliburton

Jami Averwater

Rick LaLance

Warren Russell

Chase Salas

Shawn Wright

Nay: None.

Annexation petition and plan of services [2021-514] for approximately 3.3 acres

located along Joe B Jackson Parkway and Elam Road, Sherri Elam Yokley, et al

**applicant.** Ms. Marina Rush presented the Staff Comments regarding this item, a copy

which is maintained in the permanent files of the Planning Department and is incorporated

into these Minutes by reference.

Ms. Kelley Frank (design engineer) was in attendance to represent the application.

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**ORDINANCE 21-OZ-46** amending the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as heretofore amended and as now in force and effect, to amend the conditions applicable to approximately 78.25 acres in the Planned Residential Development (PRD) District (The Arbors PRD) located along Compton Road and to rezone approximately 0.5 acres along Compton Road from Planned Residential Development (PRD) District to Single-Family Residential Fifteen (RS-15) District, as indicated on the attached map, Middle TN Developers, LLC, applicant [2021-429].

# BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

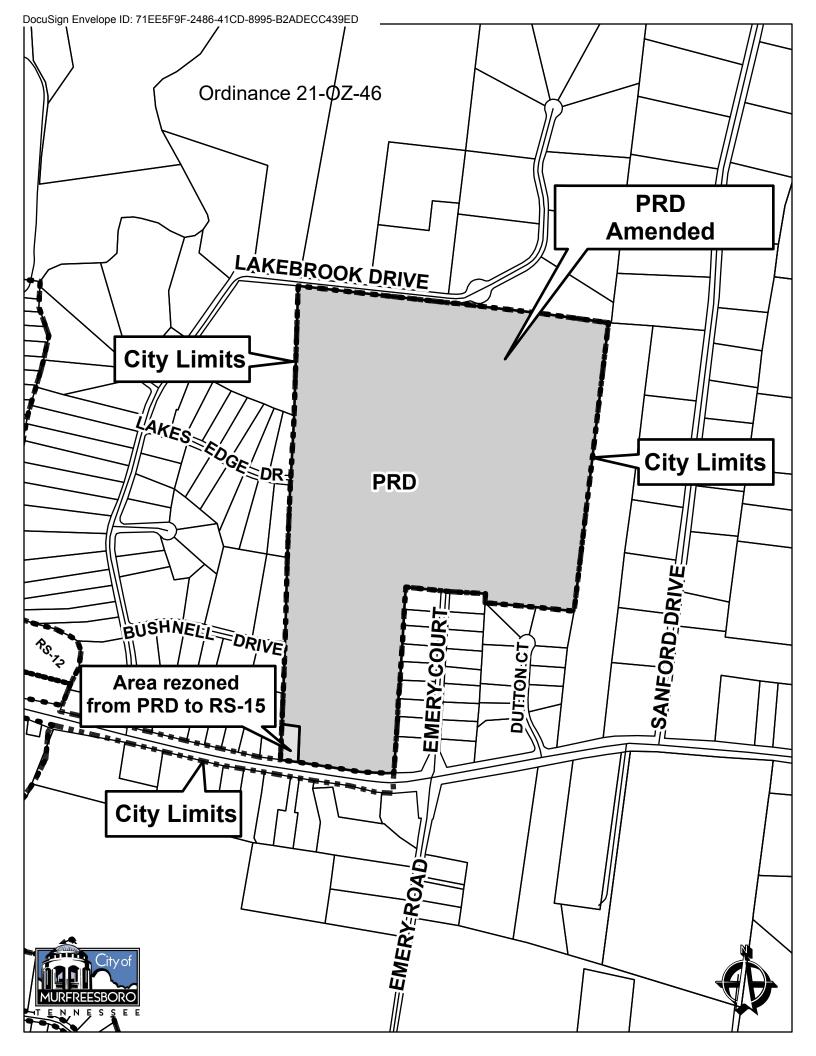
SECTION 1. That the same having been heretofore recommended to the City Council by the City Planning Commission, the Zoning Ordinance and the Zoning Map of the City of Murfreesboro, Tennessee, as herein referred to, adopted and made a part of this Ordinance as heretofore amended and as now in force and effect, be and the same are hereby amended so as to modify the conditions of the Planned Residential Development (PRD) District, as indicated on the attached map, for the purpose of replacing the existing approved PRD zoning plan with the proposed PRD zoning plan. The proposed PRD zoning plan will allow the development and construction of 177 single-family detached homes, rather than the 207 previously approved. In addition, the proposed plan includes roadway connections to the existing Emery Court, Bushnell Drive, and Lakes Edge Drive street stubs.

SECTION 2. That, from and after the effective date hereof, the area depicted on the attached map shall be subject to all the terms and provisions of said Ordinance applicable to such districts, the plans and specifications filed by the applicant, and any additional conditions and stipulations set forth in the minutes of the Planning Commission and City Council relating to this zoning request. The City Planning Commission is hereby authorized and directed to make such changes in and additions to said Zoning Map as may be necessary to show thereon that said area of the City is zoned as indicated on the attached map. This zoning change shall not affect the applicability of any overlay zone to the area.

SECTION 3. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:	
	Shane McFarland, Mayor
1 <sup>st</sup> reading	_
2 <sup>nd</sup> reading	_
ATTEST:	APPROVED AS TO FORM:  Adam 7. Tucker
Jennifer Brown City Recorder	Adam F. Tucker City Attorney

SEAL



#### COUNCIL COMMUNICATION

Meeting Date: 01/27/2022

Item Title:	Retail Liquor Certificate of Compliance – Super 9 Wine & Spirits		
Department:	Finance		
Presented by:	Jennifer Brown		
Requested Counc	cil Action:		
	Ordinance		
	Resolution		
	Motion	$\boxtimes$	
	Direction		

## Summary

Information pertaining to the issuance of a certificate of compliance for a retail liquor store.

Information

#### **Background Information**

State law requires that an applicant for retail liquor stores obtain a certificate of compliance from the local jurisdiction to be submitted to the Tennessee Alcoholic Beverage Commission as part of the Commission's licensing process. Compliance for the certificate is based only on the applicant's criminal background information and that the location complies with local zoning ordinances and distance requirements.

A certificate of compliance is requested by Janessa M. Patel for the Super 9 Wine & Spirits at 730 W Northfield Blvd., which is a new location for retail liquor store. This request complies with statutory requirements.

#### **Council Priorities Served**

Maintain public safety

The City's role in issuing a Certificate of Good Moral Character allows the City to be aware of locations that would like to operate as a retail liquor store, to review zoning restrictions, review applicant background issues, and check for past problems with following City Code.

#### **Attachments**

Summary of Request for Certificate of Compliance for Retail Liquor Store

# **City of Murfreesboro**Request for Certificate of Compliance for Retail Liquor Store

Summary of information from the application:

Owners/Partners/Stockholders/Officers:

Name	Janessa M. Patel		
Age	33		
Home Address	1622 Lisburn Drive		
Residency City/State	Murfreesboro, TN 37128		
Race/Sex	Asian/F		
Background Check Findings:			
City of Murfreesboro:	None		
Rutherford County:	None		
Nashville Criminal Court:	None		
TBI:	None		
Name of Business	Super 9 Wine & Spirits		
Business Location	730 W Northfield Blvd		
Type of Application:			
New Location	X		
Ownership Change			
Name Change			
Corporation			
Partnership			
LLC_	Χ		
Sole Proprietor_			
Application Completed Properly?	Yes		
Application Completion Date:	1/21/2022		

The actual application is available in the office of the City Recorder.

#### COUNCIL COMMUNICATION

Meeting Date: 01/27/2022

 Item Title:
 PlayCore Agreement for StarPlex Playground Replacement

 Department:
 Parks and Recreation

 Presented by:
 Thomas Laird, Assistant Director

 Requested Council Action:
 Ordinance

Ordinance □
Resolution □
Motion □
Direction □
Information □

## **Summary**

Agreement with PlayCore (d/b/a GameTime) for playground replacement at StarPlex baseball/softball complex.

#### **Staff Recommendation**

Approve PlayCore Agreement to replace playground at StarPlex baseball/softball complex.

#### **Background Information**

The playground within the StarPlex baseball/softball complex has served the public for more than 20 years. The small play area gets a significant amount of use causing it to show signs of wear and is, therefore, due for replacement. PlayCore has been selected through a bid process as having the best design, warranty, and experience.

#### **Council Priorities Served**

Establish strong City brand

Parks and Recreation prides itself on providing clean, safe, and fun facilities. This replacement playground will continue to serve residents of and visitors to the City with a high level of quality.

### Fiscal Impact

The cost of this project, \$90,000, is funded by the FY21 CIP budget.

#### **Attachment**

PlayCore Agreement for StarPlex Playground Replacement

#### Agreement StarPlex Playground For Murfreesboro Parks & Recreation Department

This Agreement is entered into and effective as of the \_\_\_\_\_ day of \_\_\_\_\_\_ 2021, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and PlayCore Wisconsin, Inc. DBA GameTime c/o Cunningham Recreation, corporation of the State of Wisconsin ("Contractor").

This Agreement consists of the following documents:

- This document:
- RFCSP-13-2022 issued November 2, 2021 (the "Solicitation");
- Contractor's Quote #158101-01-01 dated November 18, 2021; and
- Any properly executed amendments to this Agreement

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority)
- Second, this Agreement
- Lastly, the Contractor's Quote #158101-01-01 dated November 18, 2021

#### 1. Duties and Responsibilities of Contractor.

- a. Contractor agrees to provide and install, and City agrees to purchase, the equipment and services set forth on Contractor's Quote #158101-01-01 dated November 18, 2021 from Playcore Wisconsin, Inc. d/b/a GameTime, c/o Cunningham Recreation, in accordance with Contractor's Quote. Cunningham Recreation is an authorized representative for Playcore Wisconsin, Inc. d/b/a GameTime in Tennessee.
- b. Contractor must complete installation of playground structures by, but no later than May 1, 2022. Installation location is 2302 Memorial Blvd., Murfreesboro, TN. Installation must be completed per the direction of Thomas Laird. Contractor must contact Thomas Laird (tlaird@murfreesborotn.gov; 615-907-2251) 3-5 business days before starting the playground installation.
- c. Contractor shall remove all trash and excess materials from site.
- d. Contractor shall provide post-construction warranty and repair as needed for a period of one year upon completion of the Work. Any required repairs during this warranty period will be further warrantied for a period of one year with the exception of warranties provided by manufacturer of equipment, all of which must be transferred to the City upon completion of the Work.
- e. Contractor shall provide all supervision, supplies, labor, transportation and equipment reasonably required for the proper execution of the Work and Contractor is solely responsible for all construction means, methods, techniques, sequences, and procedures, including properly coordinating all portion of the Work.
- f. Contractor shall maintain sole responsibly for the safety of Contractor personnel, all subcontractors and materialmen, and all other persons within the worksite and in the immediate vicinity of the worksite that is affected by any Work. Establishment and execution of a comprehensive personnel safety program appropriate for the type of work involved with the various Work assignments as may be required by the appropriate local, state, and federal agencies such as OSHA and TOSHA.

- g. Contractor shall keep the premises of the Work and the surrounding area free from any accumulation of debris or trash and Contractor will properly disposal of all surplus or waste materials upon completion of the Work.
- 2. **Term.** The term of this Contract shall be from the "Effective Date" to June 30, 2022. Contractor's performance may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
  - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
  - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

#### 3. Price; Compensation; Method of Payment.

- a. The price for the goods and other items to be provided under this Agreement is set forth in the Contractor's Quote #158101-01-01 (Option 1 of the Solicitation response) dated November 18, 2021, which reflects a total purchase price of \$89,999.96. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, installed, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. Invoices should be sent to accountspayable@murfreesborotn.gov
- b. Deliveries of all items shall be made within 16-18 weeks of order at the 2302 Memorial Blvd., Murfreesboro, TN. Contact Person Thomas Laird must be notified of delivery date and time within two (2) calendar days prior to delivery. Deliveries shall be made during the normal working hours of the City, Monday through Friday.
- c. Deliveries of all items shall be made as stated in the Contractor's Quote #158101-01-01 dated November 18, 2021. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or Agreement. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
- d. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in Contractor's Quote #158101-01-01 dated November 18, 2021 and Contractor's Solicitation response.
- e. All deliveries made pursuant to the Agreement must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services

provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the purchase price.

- 4. **Warranty.** Unless otherwise specified, every item bid shall meet the warranty requirements set forth in Contractor's Quote #158101-01-01 dated November 18, 2021 and in the Solicitation specifications.
- 5. **Taxes**. The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
- 6. **Work Product.** Except as otherwise provided herein, all data, documents and materials produced and provided by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.

#### 7. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
  - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
  - 1. Procure for the City the right to continue using the products or services.
  - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
  - 3. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.
- 8. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro: City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130 If to the Contractor:
PlayCore Wisconsin, Inc.
dba GameTime
Attn: Clint Whiteside
544 Chestnut Street
Chattanooga, TN 37402-4906
Clint.whiteside@gametime.com

- 9. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- 10. Maintenance of Records. Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 11. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

- 13. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 14. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 15. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
- 16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
- 17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
- 18. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

- 19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
- 20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 21. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

<b>IN WITNESS WHEREOF</b> , the parties enter into the "Effective Date").	his agreement as of, 2021 (the
CITY OF MURFREESBORO, TENNESSEE By:	PLAYCORE WISCONSIN, INC. d/b/a GAMETIME Docusigned by:
Shane McFarland, Mayor	By. Clint Whiteside Cline Whiteside, Manager of Sales Operations

APPROVED AS TO FORM:

Docusigned by:

Adam F. Tucker

ARCHANTE F.4 Tucker, City Attorney

#### COUNCIL COMMUNICATION

Meeting Date: 01/27/2022

Item Title:	Rice Construction Contract	for Greenway Boardwalk Repairs
Department:	Parks and Recreation	
Presented by:	Nate Williams, Director	
Requested Cour	ncil Action:	
	Ordinance	
	Resolution	
	Motion	$\boxtimes$
	Direction	

Information

## Summary

Rice Construction Contract for Greenway Boardwalk Repairs.

#### **Staff Recommendation**

Approve Rice Construction Contract.

### **Background Information**

The three-way bridge that connects Fortress Rosecrans and the Greenway from Thompson Lane and Cannonsburgh to Old Fort Park needs renovation.

Originally constructed in 1994, the wood decking was replaced in 2004 and now requires replacing along with other structural repairs. While the bridge is currently still open, it has required frequent, suboptimal metal patching, and if no action is taken, it will soon have to be closed for safety.

This project was publicly bid with Rice Construction Company presenting the lowest, responsible bid at \$198,550.

#### **Council Priorities Served**

Establish strong City brand

The City's Greenway System continues to be one of the park system's most popular and most utilized amenities. This bridge is a critical connection for trailhead and section access.

#### Fiscal Impact

The expenditure, \$198,550, is funded in the FY21 CIP Budget (\$140,000) and project savings (\$58,550) from other projects in the FY21 CIP Budget.

#### Attachment

Construction Contract with Rice Construction Company

# CONSTRUCTION CONTRACT BETWEEN THE CITY OF MURFREESBORO AND RICE CONSTRUCTION CO., LLC FOR OLD FORT BOARDWALK REPAIRS

This Construction Contract is entered into as of \_\_\_\_\_\_ (the "Effective Date"), by and between the City of **MURFREESBORO**, a Tennessee municipal corporation (the "City") and **Rice Construction Co., LLC**, a limited liability corporation of the State of Tennessee ("Contractor").

A. The project for which Contractor is providing the materials, labor, and services (the "Work") is described as follows (the "Project"):

#### OLD FORT BOARDWALK REPAIRS

- B. The following constitute the contract documents for the Project (the "Contract Documents"):
  - (1) This Contract
  - (2) Exhibit A Supplemental Conditions
  - (3) Exhibit B Insurance Requirements
  - (4) Non-Collusion Affidavit
  - (5) Drug Free Workplace Affidavit
  - (6) Performance bond
  - (7) Payment bond
  - (8) Specifications as listed in "ITB-23-2022 Old Fort Boardwalk Repairs"

#### Agreement

- 1. **Duties and Responsibilities of Contractor**. In addition to the duties and responsibilities set forth in the above referenced documents, the Contractor will:
  - a. Clean Up: All trash and excess materials and other debris will be removed from site.
  - b. Provide post-construction warranty and repair as needed for a period of one year upon completion of the Work. Any required repairs during this warranty period will be further warrantied for a period of one year with the exception of warranties provided by manufacturer of equipment, all of which must be transferred to the City upon completion of the Work.
  - c. Provide all supervision, supplies, labor, transportation and equipment reasonably required for the proper execution of the Work and Contractor is solely responsible for all construction means, methods, techniques, sequences, and procedures, including properly coordinating all portion of the Work. Contractor responsible for all required permits.
  - d. Maintain sole responsibility for the safety of Contractor personnel, all subcontractors and materialmen, and all other persons within the worksite and in the immediate vicinity of the worksite that is affected by any Work. Establishment and execution of a comprehensive personnel safety program appropriate for the type of work involved with the various Work assignments as may be required by the appropriate local, state, and federal agencies such as OSHA and TOSHA.
  - e. Keep the premises of the Work and the surrounding area free from any accumulation of trash and excess materials and Contractor will properly disposal of all surplus or waste materials upon

- completion of the Work. Comply with any additional Contractor duties and responsibilities as specified in the Supplementary Conditions, if attached hereto.
- **2. Representations of the Contractor**. In order to induce the City to enter into this Contract, Contractor makes the following representations:
  - a. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - b. Contractor has had the opportunity to visit and inspect the work site and become familiar with and satisfy itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
  - c. Contractor is familiar with and has satisfied itself as to all laws and regulations that may affect cost, progress, and performance of the Work.
  - d. Contractor has a clear understanding the Work Assignments will involve work with replacing existing boardwalk decking and handrails.
  - e. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing the construction activities and delivering the construction services; information and observations obtained or that should have been obtained from site inspections; the Contract Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures to be employed by Contractor; and (3) Contractor's safety precautions and programs.
  - f. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price (as defined below), within the Contract Times (as defined below), and in accordance with the other terms and conditions of the Contract.
  - g. Contractor is aware of the general nature of work that may be performed by the City and/or others at the various Work Assignment sites that relate to the Work as indicated in the Contract Documents.
  - h. Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to Contractor.
  - i. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 3. Duties and Responsibilities of the City. In addition to the duties and responsibilities set forth in the above referenced documents, the City will provide suitable surveys, sketches, or drawings of the requirements and/or limits of the various individual Work Assignments; appropriate schedules for the progress of the various Work Assignments; and other information as may be requested and/or appropriate for the Contractor to execute the various Work Assignments.
- **4. Term and Progress of the Work.** This Contract is not effective until approved by the City and signed by all required parties.
  - a. The Contract time is for a period of 60 days from Notice to Proceed. No adjustment to this time will be made except by a written Change Order signed by a person duly authorized by the City and no course of conduct, verbal agreement, singularly or cumulatively, is a valid means of modifying the Contract price and no person may waive this provision.
  - b. No work on this Project may begin prior to a Notice to Proceed being issued by the City and Contractor hereby waives any claim for any compensation or reimbursement performed prior to the Notice to Proceed.

- c. The City may perform construction related to the Project with its own forces or award separate contracts in connection with other portions of the Project. Contractor must cooperate and coordinate all Contractor work with all City work.
- Additional Progress of Work requirements are as specified in the Supplementary Conditions, if any.
- **5. Price.** The maximum price for services rendered pursuant to this Contract is **\$198,550.00** (the "Contract Price"). No increase in the price of this Contract is authorized unless a written Change Order is signed by a person duly authorized by the City and no course of conduct, verbal agreement, singularly or cumulatively, is a valid means of modifying the Contract Price and no person may waive this provision.

#### 6. Payment.

- a. Payment will be made by the City based on Work progress after services have been received, accepted, and properly invoiced. Once Contractor has submitted a monthly invoice, the City will issue payment within 30 days from submittal. The final payment will be made only after Contractor has completely performed its duties under this Contract and the work has been approved and accepted by the City. All invoices should be sent to: accountspayable@murfreesborotn.gov
- b. If Contractor fails to carry out the Work in accordance with the Contract Documents or within a reasonable time after receipt of written notice from the City or to correct any deficiency of the work with diligence and expedience, the City may correct the default or deficiency and, without prejudice to other remedies in law or at equity, the Contract Price will be reduced equal to the cost of the correction.
- 7. **Termination for Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within 72 hours after the serving of such notice upon the Contractor such violation or delay ceases and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said 72 hours. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- 8. Suspension of Work. Any unauthorized work stoppage due to any type of strike by the Contractor's labor force is grounds for immediate termination of this Contract by the City; provided however, in the City's sole discretion, during any period of work stoppage by the Contractor's labor force, the City reserves the right to have any and all Work Assignments performed by City crews or crews from another Contractor or Contractors and to deduct from the Contract Price all costs associated with such performance.
- **9. Termination for Convenience.** The City may terminate this Contract at any time after 30 days' written notice to Contractor. In that event, the Contractor is entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
- **10. Compliance with Laws.** Contractor agrees to comply with any applicable federal, state, and local laws and regulations.
- 11. Maintenance of Records. Contractor must maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, will be maintained for a period of three full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by the City or its duly appointed representatives.
- **12. Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
- **13. Priority of Documents**. In the event of conflicting provisions, all documents are to be construed according to the following priority: (i) any properly executed amendment or change order to this contract

- (most recent with first priority); then (ii) this Contract and exhibits thereto; then (iii) the provisions of the required Payment and Performance Bond provisions; then (iv) the specifications referenced herein; and lastly (v) any other documents referenced herein.
- 14. No Partnership or Joint Venture. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party is liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- **15. Waiver.** No waiver of any provision of this Contract, including modification of the Contract Price, affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- **16. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, the Contractor certifies and warrants it will comply with this policy.
- 17. Indemnification. Contractor indemnifies and hold harmless the City, its officers, agents, and employees from (i) any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract, and (ii) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws. Contractor must pay the City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
- 18. Insurance and Bonds. Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee. Contractor must name the City and the City of Murfreesboro as an additional insured on all liability insurance policies and provide the City a copy of the endorsement. Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
  - a. Insurance requirements are specified in Exhibit B, attached hereto.
  - b. Contractor must furnish a Performance Bond and a Payment Bond, each in the amount of 100% of Contractor's entire obligation under the Contract, as security for faithful payment.
- 19. Attorney Fees. Contractor agrees that, should either party deem it necessary to take legal action to enforce any provision of the Contract and the City prevails to any extent, Contractor must pay all expenses of such action including the City's attorney fees and costs incurred at all stages of the litigation or dispute resolution.
- 20. Assignment—Consent Required. The provisions of this Contract inure to the benefit of and is binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer will not release Contractor from its obligations hereunder.
- 21. Entire Contract. This Contract and all documents listed above set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties and supersede any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Contract. No supplement, modification or amendment to this Contract is binding unless evidenced in writing and signed by the party against whom it is sought to be enforced. No waiver of any of the provisions of this Contract

- constitute, or may be deemed to constitute, a waiver of any other provision, whether or not similar, nor does any waiver constitute a continuing waiver. No waiver is binding unless executed in writing by the party making the waiver.
- 22. Force Majeure. In the event of any occurrence of an event of force majeure, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes that could not have been prevented by and which are not attributed to fault or negligence of Contractor, (i) the City may choose to cancel this Contract, pay only for work performed by Contractor, and have no further liability whatsoever under the Contract, or (ii) at the City option, Contractor will be granted an equitable extension of the period of performance.
- 23. Governing Law. The validity, construction and effect of this Contract and any and all extensions or modifications thereof is governed by the laws of the State of Tennessee. Tennessee law governs regardless of any language in any attachment or other document that the Contractor may provide.
- 24. Venue. Any action between the parties arising from this Contract must be maintained in the courts for Rutherford County, Tennessee.
- 25. Severability. Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Contract.
- 26. Notices. Notices to the City, including but not limited to notice of assignment of any rights to money due to Contractor under this Contract, must be mailed or hand delivered to the address below. Any notice to Contractor from the City relative to any part of the Contract will be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the Work.

111 West Vine Street

Murfreesboro, TN 37130

RICE CONSTRUCTION CO., LLC	CITY OF MURFREESBORO
By: Tim Rice	
Its: Owner	By: Shane McFarland
	Its: Mayor
	Approved as to form:
	Adam F. Tucker, City Attorney
Address for notice to Contractor:	Address for notice to the City:
Tim Rice	City Manager
2327 Gravett Street	City of Murfreesboro

232/ Gravett Street

Murfreesboro, TN 37128

# Exhibit A

# **Supplementary Conditions**

Each party	acknowledges	that no Suppleme	entary Condition	s are necessary	for this projec	ct by initialing l	below:
City	:	_		Contractor:			

# Exhibit B Insurance Requirements

Contractor must, as a material obligation to the City and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Contract requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

### 1. Commercial General Liability Insurance ("CGL").

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The CGL insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each CGL policy must be endorsed or written to:
  - a. Include the per project aggregate endorsement;
  - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
  - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
  - d. Includes a severability of interest clause; and
  - e. Waive all rights of recovery against the Additional Insureds.
- 2. Workers' Compensation Insurance. Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

#### 3. Auto Liability Insurance.

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.

3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

#### 4. Term of Coverage.

- 4.1 The products and completed operations liability coverage required by this Contract must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Contract (the "Completed Operations Term").
- 4.2 If at any time during the Completed Operations Term, Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the City may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

#### 5. Subcontractor and Lower-Tier Entities Insurance Requirements.

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
  - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$1,000,000 per occurrence, and \$1,000,000 as the annual aggregate limit; and
  - b. Timely furnish to the City proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
  - c. The Lower Tier Entities' general liability policy must also be endorsed to provide primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.
  - d. The City has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

#### **6. Other Policy Provisions.** Each policy to be furnished by Contractor and each Subcontractor must:

- 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
- 6.3 Include the Project per aggregate endorsement;

- 6.4 Waive all rights of subrogation against the City;
- 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the City; and
- Be otherwise satisfactory to the City. The City agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the City is satisfied the insurance is not commercially available to the insured. In such event, the City has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the City be a loss-payee under the policy.

#### 7. Certificates and Endorsements

- 7.1 Within 10 days after the execution of this Contract, Contractor must provide the City with certificates and endorsements;
- 7.2 Upon City request, Contractor must provide the City with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the City under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the City.
- 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.
- 8. Reduction in Coverage. Contractor must promptly inform the City of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The City has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

#### 9. Suppliers and Materialmen Coverages

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the City or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the City and Contractor as loss payee as their interests appear.

#### 10. Condition Precedent to Starting Work

10.1 Prior to, and as a condition of its right to begin performing any Work on the site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the City certificates of insurance representing that the required insurance is in force, together with the additional

- insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the City that the required insurance is in place; together with the original of each bond required under this Contract. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the City to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 10.2 The City is under no obligation or duty to make any such inquiry and the City is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The City's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.
- 11. Additional Proofs of Insurance. Contractor must, within 10 days after request, provide the City with certified copies of all policies and endorsements obtained in compliance with this Contract.
- 12. Indemnity. The fact that Contractor and its Subcontractors are required by this Contract to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the City and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.
- **13. Interpretation**. In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Contract, the terms of this Exhibit will govern.

#### **COUNCIL COMMUNICATION**

Meeting Date: 01/27/2022

 Item Title:
 Ultra Electronics Forensic Technology Contract Extension

 Department:
 Police

 Presented by:
 Bill Terry, Public Safety IT Manager

 Requested Council Action:
 Ordinance

 Resolution
 □

 Motion
 ⊠

 Direction
 □

## Summary

Extension of the contract with Ultra Electronics Forensic Technology.

Information

#### **Staff Recommendation**

Approve the extension of the contract with Ultra Electronics Forensic Technology for a five-year SafeGuard warranty and protection plan for the IBIS equipment.

## **Background Information**

The Ultra contract is for ongoing warranty and protection of our IBIS BRASSTRAX Acquisition Station and MATCHPOINT Analysis Station for Cartridge Cases. This equipment allows the department to analyze firearms related evidence and compare it to the National database. The initial contract was approved by council on June 21, 2018. Extension of this contract allows for continuing support for these products. The agreement has a term of five-years.

#### **Council Priorities Served**

Maintain public safety

Forensic equipment is crucial to the department's investigation teams for solving and preventing criminal activity.

### **Fiscal Impact**

The total five-year expenditure, \$113,542, is payable annually at \$22,708 from the Department's operating budget starting in FY22.

#### **Attachments**

Agreement for SafeGuard Warranty and Protection Plan for IBIS BRASSTRAX Acquisition Station & IBIS MATCHPOINT Analysis Station for Cartridge Cases

#### Agreement

for

# SafeGuard Warranty and Protection Plan For IBIS® BRASSTRAX Acquisition Station & IBIS® MATCHPOINT Analysis Station for Cartridge Cases

This Agreement is entered into and effective as of the	day of	20	, by
and between the City of Murfreesboro, a municipal corporation	of the State	of Tennesse	e (the
"City"), and Forensic Technology, Inc., an associate company of	Ultra Electro	nics Forens	sic
Technology Inc., a corporation of the State of Florida ("Contracto	or").		

This Agreement consists of the following documents:

- · This document
- · Contractor's Proposal for SafeGuard Warrant and Protection Plan, S-07739 Rev. 01, dated January 7, 2021; and,
- · Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- · First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- · Second, this Agreement; and
- · Lastly, Contractor's Proposal.
- 1. **Duties and Responsibilities of Contractor.** Contractor shall provide the City with Option 6, which is a five-year contract with annual payments, for Contractor's SafeGuard Warranty and Protection Plan for the equipment set forth below in accordance with the Contractor's Proposal dated January 7, 2021.

System Component	Serial Number	Installation Date
IBIS® BRASSTRAX Acquisition Station	BRTX00000927	
IBIS® MATCHPOINT Analysis Station for Cartridge Cases	MPP2512	September 2018

- **2. Term.** The term of the contract shall be for Sixty (60) Months from October 5, 2021 to October 4, 2026.
- **3.** Termination. Contractor's performance may be terminated in whole or in part:
  - a. Upon 30-day prior notice, for the convenience of the City.
  - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
  - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this

- subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
- 4. Price; Compensation; Method of Payment. The price for the goods and other items to be provided under this Agreement is set forth in Contractor's Proposal as Option 6 which reflects a Coverage Period of Sixty (60) Months, October 5, 2021 to October 4, 2026, for a total purchase price of \$113,542. The Annual Payment shall be \$22,708.40. The price set forth above is conditional upon annual payments prior to the start of the service period associated with each year of the contract. Contractor will automatically invoice the City for the Annual Payment amount prior to the start of each coverage year.
- **4. Work Product.** Except as otherwise provided herein, all data, documents and materials produced by Contractor under this Agreement are the property of the City, which retains the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Any of the City's property, including but not limited to books, records and equipment, that is in Contractor's possession must be maintained in good condition and repair and returned to the City by Contractor at the end of this Agreement.
- 5. Insurance. During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (2) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

#### 6. Indemnification.

a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and,

- Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
  - Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
  - II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
    - a. Procure for the City the right to continue using the products or services.
    - Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
    - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
  - III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the

claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

**Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to the City of Murfreesboro:

City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130

If to Contractor:

Brandon Huntley, Manager,
Forensic Intelligence Strategy – North America
Forensic Technology, Inc., an associate company of
Ultra Electronics Forensic Technology, Inc.
7975 114<sup>th</sup> Ave. North, Suite 2500
Largo, Florida 33773-5028

- 8. Maintenance of Records. Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- **9. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 10. Relationship of the Parties. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- **11. Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- **12. Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other

status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

- 13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
- 14. Gratuities and Kickbacks. It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
- **15. Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

- **16. Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 17. Force Majeure. No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- **31. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- **18. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- **19. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- **20. Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

[signatures appear on the following page]

<b>IN WITNESS WHEREOF</b> , the parties ente (the "Effective Date").	er into this agreement as of, 20
CITY OF MURFREESBORO	FORENSIC TECHNOLOGY, INC., AN ASSOCIATE COMPANY OF ULTRA ELECTRONICS FORENSIC TECHNOLOGY INC.
Shane McFarland, Mayor	
	Martin Pelletier, Secretary/Treasurer
APPROVED AS TO FORM:	
Adam F. Tucker, City Attorney	



January 7, 2021

Detective Phillip Loyd

Murfreesboro Police Department
302 S. Church Street

Murfreesboro, Tennessee 37130

Forensic Technology, Inc.
An associate company of
Ultra Electronics Forensic Technology Inc.
7975 114th Ave. North, Suite 2500, Largo, FL
33773-5028

TollFree +1 888 984 4247 www.ultra-forensictechnology.com

Subject:

Proposal for our SafeGuard Warranty and Protection Plan

(Our reference S-07739 Rev. 01)

Dear Detective Loyd:

Forensic Technology, Inc., an associate company of Ultra Electronics Forensic Technology Inc. (hereinafter referred to as Forensic Technology) is pleased to provide the Murfreesboro Police Department (hereinafter referred to as the Customer) with this proposal for options of our SafeGuard Warranty and Protection Plan for the equipment listed below. Please refer to the attached document IBIS: SafeGuard Warranty & Protection Plan for the description of our services.

System Component	Serial Number	Installation Date
IBIS® BRASSTRAX Acquisition Station	BRTX00000927	S1
IBIS® MATCHPOINT Analysis Station for Cartridge Cases	MPP2512	September 2018

# 1. Pricing Options

In addition to a twelve-month renewal, Forensic Technology is pleased to offer multi-year Safeguard Protection Plan options which yield substantial savings achieved as a result of loyalty discounts and the absence of annual indexation.

## 1.1 Advanced Payments

The prices below are conditional upon receipt of full payment at the beginning of the contract period.

	Option 1	Option 2	Option 3
Coverage Period	Twelve (12) Months October 5, 2021 to October 4, 2022	Thirty-six (36) Months October 5, 2021 to October 4, 2024	Sixty (60) Months October 5, 2021 to October 4, 2026
Price	\$25,462	\$78,699	\$135,179
Multi-Year Discount	Not Applicable	(\$9,361)	(\$24,944)
Total Price (USD)	\$25,462	\$69,338	\$110,235

## 1.2 Annual Payments

The prices below are conditional upon annual payments prior to the start of the service period associated with each year of the contract. To take advantage of the below renewal options, the Customer's Purchase Order or Binding Contract Agreement must be issued for the Total Price and full Coverage Period listed below and Forensic Technology will automatically invoice for the Annual Payment amount prior to the start of each year.

	Option 4	Option 5	Option 6
Coverage Period	Twenty-four (24) Months October 5, 2021 to October 4, 2023	Thirty-six (36) Months October 5, 2021 to October 4, 2024	Sixty (60) Months October 5, 2021 to October 4, 2026
Price	\$51,687	\$78,699	\$135,179
Multi-Year Discount	(\$2,923)	(\$7,281)	(\$21,637)
Total Price (USD)	\$48,764	\$71,418	\$113,542
Annual Payment	\$24,382.00	\$23,806.00	\$22,708.40

### NOTES:

- The Customer has confirmed exemption from sales tax and provided Forensic Technology with a valid exemption certificate. As such, no sales tax has been added to the pricing above.
- Software upgrades, repairs and/or reinstatement fees might apply in case of interruption of SafeGuard services. Please see the Exclusion and Discontinuation of SafeGuard Clauses in the Terms & Conditions section.

Should you have any questions about this proposal, please do not hesitate to contact the undersigned at number +1 (602) 826-8802 or via e-mail at brandon.huntley@ultra-ft.com, or Sales Support Specialist Florencia Escobar at number +1 (727) 826-7246 or via e-mail at florencia.escobar@ultra-ft.com. We look forward to your reply.

Sincerely,

**Brandon Huntley** 

Manager, Forensic Intelligence Strategy - North America

### Attachments:

- Terms and Conditions
- SafeGuard Warranty and Protection plan for the IBIS components located in Murfreesboro, TN USA
- Sole Source Justification

# **Terms and Conditions**

## 1. Proposal/Offer Validity Period

In accordance with the current scope of the project and requirements, this proposal is designed to provide up to date information on our products and/or services and related prices. As such, all information contained within is valid as at the date of issuance of this proposal and is subject to change, without notice, after **October 4, 2021**.

## 2. Currency

All prices are quoted in United States Dollars.

## 3. Payment Terms

Option	Payment Terms	
1, 2, and 3	SafeGuard fees are due at the beginning of the service period, net thirty (30) days from the date of our invoice.	
4, 5, and 6	SafeGuard fees will be invoiced on an annual basis, prior to the start of the service period associated with each year of the contract, payable net thirty (30) days from the date of our invoice.	

In the event payments are not received in due time, Forensic Technology reserves the right to apply a late payment fee.

## The Customer will be entitled to a 1% prompt payment discount if the following conditions are met:

- The Customer must issue its purchase order for the full value of the selected option at any time prior to the start of the service period;
   and
- Payment is to be received within twenty (20) days from the date of our invoice, which will be issued upon receipt of purchase order.

The Customer is responsible for issuing its payment using the discounted amount, when appropriate. Forensic Technology will not reimburse the Customer if the discount is not taken at the time of payment.

### 4. Exclusions

The Customer is responsible for the cost of any repairs required due to the abuse or misuse of the system's software and/or hardware by the Customer. This includes:

- Any damage caused by failure of the Customer to reasonably maintain the hardware and software including, but not limited to, insufficient cooling and inadequate or intermittent power source.
- Any damage caused by the addition of unauthorized hardware components and/or software applications to the system.

In such cases, Forensic Technology reserves the right to void any outstanding warranty or SafeGuard agreement. Furthermore, Forensic Technology does not guarantee that any corrective action taken following system abuse or misuse will assure the integrity of the user data.

### 5. Discontinuation of SafeGuard

In the event that the Customer opts out of SafeGuard by early termination or does not renew the Plan at the end of the term and if, in the future, the Customer then wishes to reinstate SafeGuard, a reactivation fee will apply. In such cases, in addition to the reinstatement fee, the Customer will be responsible for the following:

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- All costs related to performing a site assessment (including labor and travel charges).
- All costs for parts that require replacement under the Exclusions clause above, or as a result of failure, lack of maintenance, or non-use.
- All costs related to upgrading the installed technology to the then-current supported hardware and software baseline.

## 6. Availability Commitment

Forensic Technology commits to the supply of spare parts for a period of seven (7) years from installation of the equipment. If a defective component cannot be replaced due to discontinuation by its manufacturer, Forensic Technology will make the utmost effort to propose an alternate solution.

## 7. Customer-Supplied Communication Lines

The maintenance and furnishing of necessary communication lines, whether within varied network topologies (inter-site communication lines) or other, will be the responsibility and duty of the ATF in the case of IBIS systems connected to NIBIN.

The time for service rendered is directly proportional to the existence and quality of the service communication line installed on-site. Forensic Technology can only provide timely and diligent service (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional service communication lines. Without an optimal service communication line, Forensic Technology will not be able to deliver services effectively.

Forensic Technology is not responsible for non-functional communication lines due to any reason other than a system-related problem. Forensic Technology may have to charge the Customer for any service calls caused by non-compliant communication lines.

## 8. Duties, Taxes and Fees

Any and all taxes, duties, levies, contributions, dues, value added tax (VAT), fees, charges, or assessments of any nature levied by any governmental authority (other than of Canada, Ireland or Switzerland) or any Customer-appointed intermediate as a result of this proposal relating to service or in connection with any work performed hereunder whether levied against Customer, Forensic Technology or employees of Forensic Technology, shall be for Customer's account and shall be paid directly by Customer to the governmental authority concerned. In the event that Forensic Technology or employees of Forensic Technology are required by law to make payment of any such charges in the first instance, the amount thereof shall be reimbursed by Customer upon presentation of invoices from Forensic Technology.

### 9. Limitation of Liability

Except as may be prohibited by applicable local law, in no event shall Forensic Technology be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software or the delivery or failure to deliver support services, even if Forensic Technology has been advised of the possibility of such damages and the Customer agrees to indemnify and hold Forensic Technology harmless in such events.

### 10. Termination for Convenience

Upon notice to that effect from the Customer, should any contract resulting from this proposal be terminated for the convenience of the Customer, Forensic Technology shall be entitled to compensation from the Customer. Such compensation shall be the greater of:

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- any amount due to Forensic Technology based on elapsed time since the start of the contract period; or
- monies paid to Forensic Technology as advance payment against the contract.

Any amount payable to Forensic Technology further to termination shall not exceed the original contract price.

## 11. Force Majeure

Forensic Technology shall not be liable for any delay or failure to perform any of its obligations hereunder due to causes beyond its control and without its fault or negligence, whether foreseeable or not. Such causes shall be deemed to include, but not be limited to: acts of God or the public enemy; national emergencies, war, civil disturbances, insurrection or riot; strikes, lockouts, or any other industrial disputes; fire, explosion, flood, earthquake or other catastrophes; energy shortages; serious accident, epidemic or quarantine restriction; embargoes, allocations necessitated by material shortages, delays in deliveries by Forensic Technology's suppliers or subcontractors, or failure of transportation; or any law, order, regulation, direction or request of any government which have effect on this contract.

### 12. Arbitration

In the event of any dispute, claim, question, or disagreement arising from or relating to the contract resulting from this proposal or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration under UNCITRAL rules, at a neutral venue and under applicable law to both parties.

## 13. Privacy of Personal Data

When dealing with personal data, as it is defined in the General Data Protection Regulation (GDPR), Forensic Technology is committed to protecting the privacy of any such personal data it may hold, and will do so using appropriate security controls and procedures. We are also committed to ensuring compliance in all our services and underlying processes where we are processing personal data on behalf of our partners and Customers.

Unless required by law to do so, Forensic Technology does not, and does not intend to, share with partners, other Customers or third parties, the personal data it may hold and collect through its many business operations. We use personal data solely for contacting individuals in the course of normal business and in our marketing activities. At any time, individuals may request that their contact information be removed from our database or they may opt out from receiving future marketing campaign emails.

For additional information, please refer to the following: <a href="https://www.ultra-electronics.com/corporate-responsibility/data-privacy-notice">https://www.ultra-electronics.com/corporate-responsibility/data-privacy-notice</a>.

## 14. Anti-Bribery

It is Forensic Technology's policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to:

- Acting professionally, fairly and with integrity in all our business dealings and relationships wherever we
  operate; and
- Implementing and enforcing effective systems to counter bribery.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. Among other laws and regulations, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct at all times and everywhere around the world.

As such, Forensic Technology will:

- not, whether directly or indirectly, authorize, offer, promise or give a financial or other advantage (including without limitation any money, contribution, gift, bribe, rebate, payoff, influence payment, kickback, loan, reward, advantage or anything of value, including any benefit of any kind):
  - to another person with the intention to induce a person to perform improperly a relevant function or activity (including any function of a public nature, any activity connected with business, any activity performed in the course of a person's employment or any activity performed by or on behalf of a body of persons (whether corporate or unincorporated));
  - to another person with the intention to reward a person for the improper performance of such a function or activity;
  - to another person with the knowledge or belief that the acceptance of the advantage would itself constitute the improper performance of such a function or activity;
  - to a Public Official (or his representative), any political party or party official, any candidate for political office:
    - with the intention of influencing such official, party, or candidate in its or his official capacity to do
      or omit to do an act in violation of the lawful duty of such party, official, or candidate and with the
      intention of obtaining or retaining business, or to secure any improper advantage;
    - as consideration for an act or omission by the official in connection with the performance of the official's duties or functions; or to induce the official to use his or her position to influence any acts or decisions of the state or public international organization for which the official performs duties or functions; or
    - to influence such official in his capacity as such with the intention of obtaining or retaining business or an advantage in the conduct of business;
  - to another person, while knowing or suspecting that all or a portion of such financial or other advantage will be offered, given, or promised, directly or indirectly, under the circumstances listed in the items above.

For the purposes of this clause, 'Public Official' means (i) a person who holds a legislative, administrative or judicial position of a state; (ii) a person who performs public duties or functions for a state, including a person employed by a board, commission, corporation, public enterprise or other body or authority that is established to perform a duty or function on behalf of the state, or is performing such a duty or function; and (iii) an official or agent of a public international organization that is formed by two or more states, governments, or public international organizations.

# **SafeGuard**

# **IBIS Warranty and Protection Plan**

This document describes the scope of after-sales support and services offered by Forensic Technology for the IBIS® components located in Murfreesboro, Tennessee USA (site 387US), as detailed on page one.

Forensic Technology's SafeGuard plan ensures that a Customer's investment yields exceptional results on a consistent basis by maintaining the IBIS components at an optimal performance standard. The intrinsic value of SafeGuard is its time-resilient protection of the Customer's investment that, in turn, results in the benefits provided by an effective and sustainable crime-fighting solution.

Forensic Technology strives to achieve excellence in delivering Customer Services. Our mission is to provide Customers with first class services that exceed industry standards for quality, security, and Customer satisfaction. To reach this goal, Forensic Technology has become ISO certified and models its support services on Information Technology Infrastructure Library (ITIL) best practices.

# **Services Covered by SafeGuard**

## 1. Support Services

Forensic Technology has several support centers around the globe to serve Customers that subscribe to SafeGuard. The support centers provide:

- Customer and technical support via telephone and/or e-mail
- 24/7 telephone hot line with call-back within one (1) hour
- Dedicated toll-free telephone number (if available)
- Internet e-mail address: fti.support@ultra-ft.com
- Support resources at Forensic Technology's Web site: www.ultra-forensictechnology.com

Calls can be placed twenty-four (24) hours a day, seven (7) days a week. If support personnel cannot answer the call immediately, the Customer can leave a voice message and can expect a return call within one hour.

Our first line support personnel are an excellent resource for assistance to operators with system-related questions.

## 2. Technical Support

Forensic Technology provides technical support to diagnose and resolve problems. Each call or email generates an incident record with a unique number to track all support requests and activities

These support tasks are performed using communication channels provided by both Forensic Technology and the Customer in the following sequence:

- Telephone and emails: These communication channels work for simple incidents where Forensic Technology can guide the user through the solution that does not require a Support Specialist to connect to the site.
- Remote support: This method is used in the vast majority of cases to ensure a quick incident resolution by using a connection to the Customer site using the Customer provided support communication lines. Remote support has the added benefit that incident resolution can be pursued 24/7 by Forensic Technology support personnel, assisted by product experts and developers if required.

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- 3. On-site diagnosis visit: If telephone, email or remote support (please refer to SafeGuard Specific Terms section 7) methods are insufficient to complete the diagnosis and solve the incident, Forensic Technology may dispatch the appropriate resource to the Customer site.
- 4. On-site repair visit: If an on-site repair visit is deemed necessary following the diagnosis, Forensic Technology will send spare parts and dispatch a certified Field Technician to the Customer site. In certain cases, a follow-up visit with spare parts may be required to complete full incident resolution. After the site visit, a Work Order Summary Report, outlining the activities performed by the Field Technician while on-site, will be sent to the Customer.

The time for service rendered is directly proportional to the existence and quality of the support communication line installed on-site. Forensic Technology can only provide timely and diligent service of its products (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional support communication lines.

For each incident, Forensic Technology will provide the Customer with the estimated time required to resolve the incident and keep the Customer apprised of the progress. Whenever possible, a temporary solution will be provided. Forensic Technology is committed to sending replacement parts and/or dispatching a Field Technician in a timely manner.

## 1.1 Assistance with Custom Report Templates

IBIS includes a set of standard report templates. It also includes the functionality for users to generate their own customized report templates based on a variety of parameters. Should users require guidance beyond their basic training our support specialists will provide expert technical assistance over the phone to help create customized report templates.

# 2. Proactive Warning Service (PWS)

With the objective of maximizing system availability, Forensic Technology provides a PWS to its Customers by monitoring in real-time critical system properties and collecting configuration data from IBIS components. These services enable the system to provide our support personnel with information on the following system properties and functions:

- Computer:
  - o CPU usage
  - Percentage of free disk space
  - Percentage of free memory
  - Uptime
- Database uptime
- Backup success

When one or more of the above items deviates from the normal specification, the PWS will automatically send a message to Forensic Technology's Global Customer Services, who will then initiate corrective action. PWS provides Forensic Technology with the opportunity to swiftly identify and address computer issues and sometimes even before any impact is perceived by the user.

The use of PWS has no impact on the normal operation of IBIS components.

In all cases, whether to perform software upgrades, troubleshooting, system configuration and/or PWS, Forensic Technology will always first communicate with the Customer to request permission prior to performing any activity on their IBIS components.

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NOTE: PWS is not yet available on NIBIN. Once approved by ATF, this service will be enabled on all IBIS systems connected to NIBIN.

## 3. Replacement of Defective Hardware

Forensic Technology will be responsible for the replacement of defective hardware and any shipping costs. This replacement will be installed by a certified Field Technician. Shipping charges for the replacement hardware will be paid for by Forensic Technology. Any products or components replaced or repaired will be warranted by Forensic Technology for the balance of the Warranty or SafeGuard period.

## NOTES:

- 1. Any and all such replacements or repairs necessitated by the fault of the use of power sources supplied by others, or by attack and deterioration under unsuitable environmental conditions, or Customer inappropriate use or negligence, shall be for the account of the Customer. Forensic Technology shall not be obliged to pay any costs or charges including "back charges" incurred by the Customer or any other party except as may be agreed upon in writing in advance by Forensic Technology. The cost of demonstrating the need to diagnose such defects at the Customer site, if required, shall be for the account of the Customer.
- 2. This proposal assumes the Customer will provide one (1) able-bodied person to assist the Forensic Technology field technician with equipment lifting during the replacement of defective hardware. The Customer must assign and provide the person's name to Forensic Technology prior to the planned installation date. The Customer will be responsible for ensuring this person has adequate bodily injury insurance coverage. If the Customer cannot provide this person, Forensic Technology will be required to send two (2) field technicians and charge the cost to the Customer.

#### 4. Preventive Maintenance Visit

Forensic Technology will perform a preventive maintenance visit every twenty-four (24) months to ensure the Forensic Technology products continue to run at optimal performance. During this visit, the Field Technician will inspect, clean, lubricate, adjust the system, as well as perform visual and functional verifications. For the VisionX Comparison Microscope, the Preventive Maintenance includes a measurement validation as well as calibration, if required. The Field Technician will also take note of any worn parts that require replacement, either immediately or for a subsequent site visit.

## 5. e-Learning

A web-based e-Learning platform is now available to all our users. This platform includes step-by-step training modules, user documentation, training presentations, videos and quick reference guides. Prior to the Basic User Training, all participants will receive an email with the website address and their credentials to access the e-Learning platform.

# 6. Annual Coaching

Forensic Technology strives to offer its Customers the best possible ballistic identification solution along with ongoing support and maintenance services. Experience has shown that maintaining and refining user skills and abilities with the operation of IBIS such as receiving updates on new functions and features, or learning about new acquisition and analysis techniques ultimately results in the Customer reaping the most from their investment.

With this objective in mind, Forensic Technology offers its Customers coaching sessions that can be delivered remotely or on site, depending on the availability of both the Customer and training resources.

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Forensic Technology's senior certified instructors will establish the coaching requirements with each Customer and deliver the coaching sessions.

#### NOTES:

- 1. One (1) day of coaching is included for each type of IBIS acquisition and analysis equipment, regardless of how many units are in operation at the site, for example:
  - A site that operates one or more BRASSTRAX Acquisition Stations AND one or more MATCHPOINT Analysis Stations (any configuration) is entitled to two (2) coaching days on an annual basis
  - A site that operates one or more BRASSTRAX Acquisition Stations OR one or more MATCHPOINT Analysis Stations (any configuration) is entitled to one (1) coaching day on an annual basis
- 2. Unused coaching sessions cannot be cumulated or transferred.

Coaching sessions are designed for active IBIS users who have completed the Basic User Training and currently have a NIBIN account.

Customers are welcome to contact Forensic Technology's support center (see section 1 for contact information) to request and schedule Coaching assistance. This service is available for the time that the equipment is under warranty or covered by the SafeGuard Warranty and Protection.

The coaching session will address the following topics:

- Assessment of user's acquisition and analysis techniques
- · Assessment of existing data entries
- Review of acquisition protocols
- Coaching on specific tasks and functions
- · Introduction of new functionalities
- Review of the training material available to the user both on the IBIS workstations and on the e-Learning platform

## 7. Correction of IBIS Application Errors (Software Bugs)

If the Customer detects and reports an application error (software bug) to our support center, an incident will be created with our Software Development department for evaluation and resolution. The committed turnaround time for a resolution is dependent upon the impact that the application error has on the Customer's operations. Regardless of the turnaround time, the Customer will be provided with a temporary workaround solution to return to normal operation as fast as possible, while a permanent solution is being developed.

For a major problem (one that seriously reduces the performance and normal operation of the system), a hotfix will be implemented on the system as soon as Forensic Technology engineers devise a solution to the problem. For a minor problem (one that does not severely affect the normal operation of the system), the issue will be addressed and a solution will be implemented in a future software release.

## 8. Customer Care Program

Forensic Technology cares about the impact its products and services have on the mission-critical work of its Customers. Forensic Technology has therefore instituted the Customer Care Program to foster the work relationship between professionals through timely, proactive communications. Forensic Technology wishes

to understand the Customer's environment and constraints to enable swift actions to optimize the Customer's usage of IBIS products.

During a site visit or telephone call, a senior Forensic Technology representative will speak with user(s) about their experience with the system, support activities, workflow processes, existing and upcoming features, and other topics of interest.

In addition, Forensic Technology will send a Customer Satisfaction survey to users that contacted the Support Center. This survey is an important tool for Forensic Technology to measure customer satisfaction and establish priorities in our continuous improvement process.

## 9. Software Upgrades

By participating in our SafeGuard plan, the Customer's initial software investment is guaranteed to evolve over time. With SafeGuard, the IBIS application software will be upgraded to reflect the new features and functionalities that have been researched and developed by our dedicated team of scientists, product developers, and law enforcement experts. Software upgrades also address the life cycle management of third-party software including operating systems, database management, and backup software. However, Forensic Technology will upgrade the third-party software supplied with the system only if it is deemed absolutely necessary to maintain the system current within a licensed version.

# 9.1 Deployment of Software Upgrades

Software upgrades may be released as a service pack update or as part of a major software version release. After receiving approval from the Customer, Forensic Technology will deploy the software upgrade either using the traditional manual remote method or using the new Automated Software Deployment System. The latter will accelerate deployments and reduce system downtime by:

- Verifying computer hardware requirements
- Uploading software packages in the background and off hours
- · Performing automated software upgrades on multiple IBIS workstations simultaneously
- Performing automated software upgrades during off-work hours

Regardless of the deployment method used, software upgrades are deployed using the system's support communication line. Only sites with the recommended support communication lines and required quality of service can have their software upgraded.

NOTE: For IBIS Systems connected to NIBIN, all software upgrades, service packs and patches must be approved by ATF prior to their deployment and will be deployed according to the NIBIN approved schedule.

## 9.2 Minor Hardware Upgrades

Prior to the deployment of a software upgrade, Forensic Technology will evaluate the capacity of each system computer and, if necessary, will upgrade the random-access memory (RAM) and/or hard disk drive. These upgrades will ensure that the new IBIS application software continues to run optimally on the computer. The decision to perform a minor hardware upgrade on a given computer is at the sole discretion of Forensic Technology.

NOTE: For IBIS Systems connected to NIBIN, all hardware upgrades required as a result of a mandatory software upgrade by ATF will be for the Customer's account.

## 9.3 Backward Compatibility

Software upgrades and corrections will provide for backward compatibility with existing data acquired with previous IBIS software versions. Backward compatibility does not apply to the introduction of new products, significantly different technology or between systems operating with different software versions.

## 9.4 User Documentation

Should a software upgrade require modifications to the documentation, Forensic Technology will amend the user documentation at no extra cost. The documentation is available both on the IBIS workstations and on the e-Learning platform. Additional copies can be made available in PDF format at no extra cost or in printed format at a nominal cost.

## 10. Annual Status Report

During the year, Forensic Technology carries out many activities with users and on their system. Forensic Technology tracks all of these activities with its incident management database, which enables Forensic Technology to generate and submit the Annual Status Report to the Customer.

This report documents all activities within the last twelve (12) months and is made available to the Customer in PDF format. The report documents activities related to the Customer's IBIS components: incident management, replacements parts, on-site visits, remote (PWS) and on-site preventive maintenance activities, software upgrades, coaching and new user training, Customer Care activities, and other events.

## 11. Travel and Living Expenses

Travel and living expenses of Forensic Technology personnel are for the account of Forensic Technology when they are related to the delivery of services included with the SafeGuard plan.

## 12. Advanced Security

When a system or network of systems is equipped with the IBIS Advanced Security Package, Forensic Technology performs a series of regularly scheduled services to ensure the system or systems are fully compliant and up-to-date with the security requirements. The IBIS Advanced Security Package may include:

- Centralized User management (IBIS Domain)
- User account management as users are added and/or removed
- Domain controller security policies
- Update of OS security patches
- Centralized antivirus management
- · Vulnerability management, including running scans, reviewing results and writing reports
- Collection and archive of security audit logs

NOTE: For IBIS Systems connected to NIBIN, account management is centralized and controlled by ATF. All requests for account changes must be approved by ATF prior to implementation.

# **Optional Services**

A quotation can be provided for the following, which are not included in the standard services offered with SafeGuard:

- Training for New Users
- Change to Customer-Supplied Communication Lines
- Customer Requested Data Transfer
- System Relocation
- Replenishment of Consumables
- Hardware Upgrades
- Project Management

Please contact your Sales Representative for additional information.



### **Sole Source Justification**

To whom it may concern:

The Integrated Ballistic Identification System (IBIS®) uses technology that encompasses a number of patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary and commercially sensitive information that is only accessible to employees of Ultra Electronics Forensic Technology Inc. and associated companies (hereinafter collectively referred to as Forensic Technology), who have been duly authorized and trained to do so.

Consequently, only Forensic Technology, the exclusive manufacturer of IBIS, can provide their proprietary products, IBIS BRASSTRAX™, IBIS BULLETTRAX™, IBIS MATCHPOINT™, IBIS Data Concentrator, IBIS Correlation Engine, as well as maintenance, upgrades and services, including data migration, moving and training services pertaining thereto. Furthermore, IBIS, currently in use in the United States under the ATF NIBIN program, is the only technology that has undergone and passed the security standards needed for integration into NIBIN. Other ballistic identification technologies are not compatible with NIBIN.

Sincerely

**Brandon Huntley** 

Manager, Forensic Intelligence Strategy - North America

## **COUNCIL COMMUNICATION**

Meeting Date: 01/27/2022

Item Title:	Purchase of Equipment for Police Vehicles		
Department:	Police		
Presented by:	Chief Michael Bowen		
Requested Cour	ncil Action:		
	Ordinance		
	Resolution		
	Motion	$\boxtimes$	
	Direction		

## Summary

Purchase of equipment and installation services for new police vehicles.

Information

### **Staff Recommendation**

Approve the purchase of equipment and installation services for new police vehicles.

## **Background Information**

Council approved the purchase of 30 new police vehicles on August 19, 2021. Those vehicles have been delivered and require outfitting with necessary equipment.

Vendor	Expenditure
On-Duty Depot	\$216,450
Trucker' Lighthouse, Inc.	\$83,437
On-Duty Depot	\$28,500
Columbia Chrysler	\$22,500

This equipment and installation services are all available through previously approved purchasing contracts with each vendor.

## **Council Priorities Served**

Maintain Public Safety

Properly equipped vehicles allow officers to timely and appropriate respond to calls for service and provide other support functions.

## **Fiscal Impact**

The total expenditure, \$350,887, is funded by the FY21 CIP Budget and a transfer from the Risk Management Fund for the replacement of two vehicles.

#### **Attachments**

Quotes from vendors



Truckers Lighthouse, Inc Truckers Lighthouse, Inc 201 Crutchfield Ave Nashville TN 37210 United States

# Quote

#EST3784

11/8/2021

of

Bill To

TOTAL

CITY OF MURFREESBORO (PD) 1004 NORTH HIGHLAND MURFREESBORO TN 37130 United States

\$83,437.80

Expires: 02/6/2022

02/6/2022

Exp. Close

11/8/2021

Sales Rep

CHRIS KEITH

**Shipping Method** 

Quantity	Item	Options	Rate	Amount
water town	SEPK0316ITU202ND			
30	Cargo Area Rear Partition #12VS Stationary Window Coated Polycarbonate *FOR USE WITH: -2nd Row Seat 2020 INTERCEPTOR		\$456.72	\$13,701.60
	SEDK0100ITU20			
30	Door Panel VS TPO Plastic Black Installs Over OEM Door Panels 2020 INTERCEPTOR		\$209.82	\$6,294.60
	SEBK0534ITU20			
30	PB400 VS Bumper Full Bumper Aluminum 2020 INTERCEPTOR		\$389.22	\$11,676.60
30	SEGK11191B1SSSCA  Dual T-Rail Mount  1 Small  1 1082E Blac-Rac, Trigger Guard and Receiver  ***NEW COLD WIRE TECHNOLOGY INCLUDED***  SOLD SEPARATELY  Momentary Switch, Required if NOT wiring into Smart  Siren Controller		\$701.00	\$21,030.00
30	SEWK0595ITU20			
30	Window Barrier VS Polycarbonate 2020 INTERCEPTOR		\$225.42	\$6,762.60
30	JOT425-6205			
30	Dual Cup Holder External Mount		\$35.00	\$1,050.00
30	JOT425-6411 CONSOLE UNIVERSAL ARMREST ADJU		\$88.00	\$2,640.00
	JOT425-5032/4139			
30	Computer Mounts (HD) with A-MOD XL Desktop 2020 FORD UTILITY		\$542.00	\$16,260.00
30	JOT425-6674			
	Ford Police Interceptor Utility (2020+) - 24" Floor Plate Kit		\$134.08	\$4,022.40

Subtotal

\$83,437.80

Tax Total (%)

\$0.00

Total

\$83,437.80

5201 Hickory Hollow Pkwy. Antioch, TN 37013

Phone: 615-255-7191/877-851-9222

Fax: 615-255-7194

Quote To:

Website: https://www.ondutydepot.com

Date: 11/29/2021 Expires: 12/29/2021 Reference:

Terms: NET 30 DAYS

**QUOTE: 10480** 



Sales Person: John Bradley Phone: 615-255-7191

Email: JBradley@ondutydepot.com

Murfreesboro TN Police Dept

316 Murphy Road Murfreesboro TN 37133

Phone: 615-849-2672 Fax:

Email:

Customer #: 10799

PO #: Bobby

Ship To: Murfreesboro TN Police Dept

316 Murphy Road

Murfreesboro, TN 37133

Phone #: 615-849-2672 Fax #: Email: accountspayable@murfreesborotn.gov

30-2021-22 FPIU

Part	Description	Attribute	Size	04.	U-4 D	USD
13427	Lightbar, Federal Signal Valor	2 colors B/W	51"	<b>Qty</b> 30	<b>Unit Price</b> 2,281.00	<b>Total</b> 68,430.00
5075	PathFinder Siren	17 Button	Package	30	700.00	00 040 00
40006	Speaker, AS124		TN	30	788.00	
5539	LED Undercover, Fed Sig	Single Z	White		138.00	4,140.00
5485	MicroPulse Ultra, FSJoin 62BA	BA 6	12 LEDs	120 60	70.00 108.00	8,400.00 6,480.00
12202	Bracket, Micropulse Single L	Single	L Bracket	60	11.00	660.00
5485	MicroPulse Ultra, FSJoin 62BA	BA 6	12 LEDs	60	108.00	6,480.00
5486	MicroPulse Ultra, FSJoin 62BW	BW 6	12 LEDs	120	108.00	12,960.00
5460	MicroPulse Ultra, FSJoin 122BW	BW/Stacked	24 LEDs	60	128.00	7,680.00
2867	Push Bumper, FedSig Utility 16-19	PI Utility	16+	30	479.00	14,370.00
2879	Push Bumper Top Channel 4 Light Utility/Charger/Durango	Sedan Chrger	Utility MPS	30	30.00	900.00
176	XStream Dash/Deck	BWA	Dual/Wired	00	004.00	
175	XStream Dash/Deck	BWA		60		16,860.00
075	PathFinder Siren	17 Button	Single/Wired	60	140.00	8,400.00
255	OBD Cable Pathfinder		Package	30	788.00	23,640.00
3327		Ford PIU	25'	30	128.00	3,840.00
0027	Rumbler Subwoofer, Pair	Pathfinder	Pair	30	319.00	9,570.00

Total: 216,450.00

# **CDJR** of Columbia

# **QUOTATION**

State Contract Supplier 106 S. James Campbell Blvd. Columbia, TN 38401

Telephone:	931-215-8457
Fax: 61	5-241-8283

То:	Date:
	Quoted by: Russell Dial
	Cell: 931-215-8457
	Email: rdial@cdjrcolumbia.com

Contact:	EMAIL:
Quote#	Terms: Net 30 Days

Part Number	Qty.	Description		Labor Hrs.	Price Each	Amount
marked upfit	1	full upfit		25	\$0.00	\$0.00
marked upfit	1	full upfit		25	\$0.00	\$0.00
marked upfit	1	full upfit		25	\$0.00	\$0.00
marked upfit	1	full upfit		25	\$0.00	\$0.00
marked upfit	1	full upfit		25	\$0.00	\$0.00
marked upfit	1	full upfit		25	\$0.00	\$0.00
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marked upfit	1	full upfit		25	\$0.00	\$0.00
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marked upfit	1	full upfit		25	\$0.00	\$0.00
marked upfit	1	full upfit		25	\$0.00	\$0.00
marked upfit	1	full upfit		25	\$0.00	\$0.00
					,	\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
			Total labor hrs.	375	Sub Total	\$0.00

labor price

labor total

\$60.00

\$22,500.00

**Labor Total** 

**Total** 

\$22,500.00

\$22,500.00

5201 Hickory Hollow Pkwy. Antioch, TN 37013

Phone: 615-255-7191/877-851-9222

Fax: 615-255-7194

Quote To:

Website: https://www.ondutydepot.com

Date: 1/6/2022 Expires: 2/5/2022 Reference:

Reference: Terms: NET 30 DAYS



Sales Person: John Bradley Phone: 615-255-7191

Fax:

Email: JBradley@ondutydepot.com

**QUOTE: 10553** 

Murfreesboro TN Police Dept

316 Murphy Road Murfreesboro TN 37133

Phone: 615-849-2672 Fax:

Email:

Customer #: 10799 PO #: Bobby

Ship To: Murfreesboro TN Police Dept

316 Murphy Road

Murfreesboro, TN 37133 Phone #: 615-849-2672 Fax #:

Email: accountspayable@murfreesborotn.gov

Ship Via:

USD

Part	Description	Attribute	Size	Qty	Unit Price	Total
4856	Installation TN		Premium	15	1,900.00	28,500.00

Total: 28,500.00

Page:

## COUNCIL COMMUNICATION

Meeting Date: 01/27/2022

receing bater of 17 27 2022				
Item Title:	REC Pro Rollins Contr	act Renewal		
Department:	Solid Waste			
Presented by:	Russell Gossett, Director of Solid Waste			
Requested Council Action:				
	Ordinance			
	Resolution			
	Motion	$\boxtimes$		
	Direction			
	Information			

## Summary

Renewal of contract with REC Pro Rollins for brush and limb services.

### **Staff Recommendation**

Approval to renew the contract with Rollins for brush and limb collection to total \$1,179,600 per calendar year.

## **Background Information**

Two years ago, the City entered into a contract with REC Pro Rollings to assist the Department with brush and limb collection. REC Pro has performed very well under the contract and the difficulties presented by the season high demand for the services has been addressed. This contract serves 35,046 citizens and collects 3,500 tons of yard waste monthly.

The contract is subject to renewal two, one-year renewal periods upon mutual agreement. REC Pro has expressed its desire to renew the contract for the second one-year period. Consistent with the excellent services provided by REC Pro, staff proposes to renew the agreement until January 2023.

## **Council Priorities Served**

Maintain public safety

Timely collection of This renewal will allow for continued brush and limb collection, allowing the streets to be debris free.

## **Fiscal Impact**

This expenditure, \$1,179,600, is funded by the Department's operating budget. The first six months is appropriated in the Department's FY22 Budget and the last six months will be included in the Department's FY23 budget request

# **Attachments**

- 1. Signed agreement for limb, brush and yard waste collection services.
- 2. Signed renewal letter from Rollins.

# ROLLINS EXCAVATING CO., LLC.

1468 Middle Tennessee Blvd., Murfreesboro, TN 37130

January 24, 2022

City of Murfreesboro Attn: Russell Gossett P.O. Box 1139 Murfreesboro, TN 37133-1139

RE: Annual Limb, Brush and Yard Waste Curbside Collection Services

Dear Mr. Gossett,

Pleased be advised that Rollins Excavating Co., LLC hereby requests renewal of the annual Limb, Brush and Yard Waste Curbside Collection Services contract for 2022. In the event that any additional information is required concerning this matter, please do not hesitate to contact us.

It has been a pleasure conducting business with the City of Murfreesboro during the duration of our contract and we hope to continue to be of service to the City for the next term.

Sincerely,

Jay Beebe,

General Superintendent

Rollins Excavating Co., LLC

## COUNCIL COMMUNICATION

Meeting Date: 01/27/2022

Item Title: Professional Design Service Contract with Kimley Horn for the

Memorial Blvd. Traffic Signal System Improvements

**Department:** Transportation

**Presented by:** Jim Kerr, Transportation Director

**Requested Council Action:** 

Ordinance	
Resolution	
Motion	$\boxtimes$
Direction	
Information	

## **Summary**

Memorial Blvd. Traffic Signal Improvements Contract between the City and Kimley Horn Inc.

## **Staff Recommendation**

Approve design contract with Kimley Horn Inc. for the Signal Improvements on Memorial Blvd.

# **Background Information**

The City, through the federal Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), received \$774,171 of federal funds at a 100% match through TDOT for the development and implementation of the Traffic Signal System Upgrade Project along Memorial Blvd. from St. Clair to Thompson Lane.

Staff issued an advertisement soliciting Qualifications and Letters of Interest to provide the professional design services necessary for the project development as outlined in TDOT's Local Program Development Office Manual. Staff then shortlisted three firms to provide proposals, after reviewing the shortlisted proposals, staff recommended Kimley Horn Inc. to perform the desired services. Kimley Horn is experienced with TDOT projects and is currently working on the I-24 SMART Corridor Project for TDOT.

The design contract is a time and material contract not to exceed \$186,800 and is 100% federally funded.

## **Council Priorities Served**

Responsible budgeting

Improvements of roadway infrastructure with federal and state dollars allows local funds to be used for other community purposes.

Safe and Livable Neighborhoods

Efficient signalization enhances the safety and operations of the City's roadway

network.

# Fiscal Impact

The expenditure, not to exceed \$186,000, is fully federally funded.

# Attachments

Professional Services Agreement between Kimley Horn and the City.

# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

OWNER intends to secure professional services to perform planning, design, and construction support services for the Memorial Boulevard Signal System (hereinafter called the Project.)

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

### SECTION 1 BASIC SERVICES OF ENGINEER

#### 1.1 General

1.1.1 ENGINEER shall provide the OWNER professional Engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional Engineering representative for the Project, providing professional Engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental hereto.

The Specific Scope of Services for the Project are detailed in Exhibit A.

## SECTION 2 ADDITIONAL SERVICES OF ENGINEER

### 2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included part of Basic Services except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters;" these will be paid for by OWNER as indicated in Section 5.

- 2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- 2.1.4 Providing renderings or models for OWNER's use.
- 2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

- 2.1.6 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.1.7 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the type described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.
- 2.1.8 If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction. materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.
- 2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.
- 2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.
- 2.1.11 Providing any type of property surveys or related Engineering services needed for the transfer of interests in real property and field surveys for

- design purposes and Engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.
- 2.1.12 Preparation of operating, maintenance, and staffing manuals to supplement Basic Services under paragraph 1.7.3.
- 2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs and 1.4.2).
- 2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.
- 2.2 Required Additional Services (See Sections 8.3 and 8.5)

When required by the Contract Documents in circumstances beyond ENGINEER's ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matter"). These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

- 2.2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation of Basic Services is not commensurate with the additional services rendered.
- 2.2.2 Services in making revision to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
- 2.2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or

indirect result of material, equipment, or energy shortages.

- 2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
- 2.2.5 Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.
- 2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

### SECTION 3 OWNER'S RESPONSIBILITY

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

- 3.1 The City Engineer shall act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have primary authority to transmit instruction, receive information, and interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2 The OWNER has provided the information deemed necessary for the ENGINEER to carry out the services scoped in EXHIBIT A.
- 3.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") the following:
- 3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

- 3.4.2 appropriate professional interpretations of all the foregoing;
- 3.4.3 environmental assessment and impact statements:
- 3.4.4 property, boundary, easement, right-of-way, topographic, and utility surveys;

## 3.4.5 property descriptions;

- 3.4.6 zoning, deed, and other land use restrictions; and
- 3.4.7 other special data or consultations not covered in Section 2:
- all of which ENGINEER may use and rely upon in performing services under this Agreement.
- 3.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.8 Facilitate approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.9 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.

- 3.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities, and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.
- 3.11 If more than one prime contract is to be awarded for construction, materials, equipment, and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.
- 3.12 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive, and other costs of the type referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.
- 3.13 Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections, and final payment inspections.
- 3.14 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.
- 3.15 Furnish or direct ENGINEER to provide Additional Services as stipulated in paragraph 2.1 of this Agreement, or other services as required.
- 3.16 Bear all costs incident to compliance with the requirements of this Section 3.

### SECTION 4 PERIODS OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial

- operation of the Project, including extra work and required extensions thereto. If in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measure, and amount of compensation provided herein shall be subject to equitable adjustments.
- 4.2 The services called for in the Tasks will be completed within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," after written authorization to proceed with the phase of services which will be given by OWNER within thirty days after ENGINEER has signed this Agreement.

# SECTION 5 PAYMENTS TO ENGINEER

- 5.1 Methods of Payment for Services and Expense of ENGINEER
- 5.1.1 For Basic Planning and Study Report Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters".
- 5.1.1A <u>For Basic Design Services.</u> OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters".
- 5.1.2 <u>For Additional Services.</u> OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:
- 5.1.2.1 <u>General.</u> For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13) on the basis of ENGINEER's hourly rates provided in paragraph 8.4.
- 5.1.2.2 <u>Professional Associates and Consultants.</u> For Services and Reimbursable Expenses of independent professional associates and consultant employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to

ENGINEER therefor times a factor of 1.00. (See Section 8.4.)

- 5.1.2.3 Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of \$1,920.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.
- 5.1.3 <u>For Reimbursable Expenses.</u> In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.
- 5.1.4 As used in this paragraph 5.1, the terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4; and the term "Construction Cost" has the meaning assigned to it in paragraph 6.1. When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:
- 5.1.4.1 For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.
- 5.1.4.2 For work designed or specified but not constructed, the lowest *bona fide* bid received from a qualified bidder for such work; or, if the work is not bid, the lowest *bona fide* negotiated proposal for such work.
- 5.1.4.3 For work designed or specified but not constructed and for which no such bid or proposal is received, the most recent estimate of Construction Cost; or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or

other amounts withheld from payments to Contractor(s).

- 5.2 Time of Payments
- 5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.
- 5.3 Other Provisions Concerning Payments
- 5.3.1 If OWNER fails to make any undisputed payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1 percent per month from said thirtieth day; and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and charges.
- 5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the Basis of Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the Project during that phase to date of termination. In the event of any such termination, ENGINEER will also be reimbursed for the charges of independent professional associates consultants employed by ENGINEER to render Basic Services, and for all unpaid Additional Services and unpaid Reimbursable Expenses.
- 5.3.3 Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.
- 5.3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor will be adjusted periodically and equitably to reflect changes in the various elements that

comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

#### 5.4 Definitions

- 5.4.1 Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including but not limited to engineers, architects, surveyors, designers, draftsmen. specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including but not limited to social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday and other group benefits. For the purposes of this Agreement, the principals of ENGINEER and their current hourly Salary Costs are defined in Section 8.4.
- 5.4.1.1 The hourly Salary Costs of principals of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.
- 5.4.1.2 The amount of customary and statutory benefits of all other personnel of ENGINEER will be considered equal to 35 percent of salaries and wages, subject to equitable adjustment to reflect changes in ENGINEER's overall compensation procedures and practices.
- 5.4.2 Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. See Sections 8.3, 8.5, and 8.6.

# SECTION 6 (RESERVED)

# SECTION 7 GENERAL CONSIDERATION

#### 7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

#### 7.2 Reuse of Documents

documents. including Drawings A11 Specifications, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project; and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents may be suitable for reuse by OWNER or others on extensions of the Project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants; and OWNER shall, to the extent currently permitted under state law, indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### 7.3 Insurance

7.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. ENGINEER shall carry, and shall provide proof of coverage, a minimum of \$1,000,000 in errors and

omissions insurance for four years from execution of agreement. ENGINEER shall, at its own expense, procure and maintain throughout the term of this Agreement comprehensive general liability insurance at \$1,000,000 per occurrence and comprehensive automobile liability insurance at \$1,000,000 per occurrence.

## 7.4 Controlling Law

This Agreement is to be governed by the laws of Tennessee.

### 7.5 Successors and Assigns

- 7.5.1 OWNER and ENGINEER each is hereby bound; and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2, the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- 7.5.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including without limitation monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.
- 7.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.
- 7.6 Dispute Resolution If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them

arising out of or relating to this Agreement, such dispute resolution method and procedure, if any, is set forth in Exhibit C, "Dispute Resolution." OWNER and ENGINEER agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights under Exhibit C or other provisions of this Agreement or under law.

# SECTION 8 EXHIBITS AND SPECIAL PROVISIONS

- 8.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement
- 8.1.1 Exhibit A, "Further Description of Basic Engineering Services and Related Matters," consisting of 18 pages.
- 8.1.2 Exhibit B, "Dispute Resolution," consisting of one page.
- 8.2 This Agreement (consisting of pages 1 through 11 inclusive, and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a duly executed written instrument.
- 8.3 In the event an error is made in the plans, the ENGINEER will correct the error in the plans, and the ENGINEER's services rendered in connection with correcting the error shall be considered as part of the Basic Services. However, if the cost to the OWNER for correcting the error includes tearing out or redoing any portion of the Project, the cost associated with the tearing out or redoing shall not be considered a part of the overall Project Cost for the purposes of calculating the ENGINEER's fee for Basic Services.

# 8.4 Notwithstanding any provision to the contrary, the maximum billing rates shall be as follows:

Principal	\$280/hour
Timelpai	<del>\$200/110u1</del>
Senior Professional	\$260/hour
- Professional :	\$195/hour
	\$155/hour
Froduction ream Member	<del>DIJJ/HOUI</del>
- Clerical Staff	\$110/hour

These hourly rates shall be valid for a period of at least twelve (12) months. Increases in the hourly rates

may be necessary to reflect changes in salary, benefits, or other statutory requirements which could affect the hourly rates established herein. Any changes in these billing rates will be submitted for review and discussion prior to effecting such changes.

- 8.5 ENGINEER will obtain prior written approval before performing such work considered "Additional Services" and charging for same.
- 8.6 Notwithstanding any provision to the contrary, OWNER will not be invoiced for travel within Davidson, Williamson, and Rutherford Counties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:	ENGINEER:
CITY OF MURFREESBORO	KIMLEY-HORN AND ASSOCIATES, INC.
By:	By: Mit D. Rhod  (Christopher D. Rhodes, P.E.)
Title:	Title: Vice President
Address for giving notice: Engineering Department City of Murfreesboro 111 West Vine Street Murfreesboro, Tennessee 37130	Address for giving notice:  Kimley-Horn and Associates, Inc. 214 Oceanside Drive Nashville, Tennessee 37204 Phone: 615-564-2701  Address for giving notice (after 01/14/2022): Kimley-Horn and Associates, Inc. Peabody Plaza 10 Lea Avenue, Suite 400 Nashville, Tennessee 37210 Phone: 615-564-2701
APPROVED AS TO FORM:  DocuSigned by:  Adam F. Tucker  43A2035E51F9401 City Attorney, Adam Tucker	1/24/2022



#### **EXHIBIT A**

# FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

This is an Exhibit attached to, made a part of and incorporated by reference into the Agreement made on \_\_\_\_\_\_\_, 2022, between the City of Murfreesboro, Tennessee, (OWNER or City) and Kimley-Horn and Associates, Inc. (ENGINEER or Kimley-Horn), for providing professional engineering services. The Basic Services of ENGINEER and the responsibility of the OWNER as described in the Agreement are amended or supplemental as indicated below, and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are as indicated below.

This exhibit details planning, design, and construction support services for the Memorial Boulevard Signal System. A detailed description of the ENGINEER's Scope of Services, Schedule, and Fee are as follows:

Based on the information provided, we understand that the City of Murfreesboro wishes to improve traffic operations through continued upgrades to their existing signal system along the Memorial Boulevard corridor (US Route 231). The signalized intersections associated with the Project are as follows:

- 1. Memorial Boulevard at St. Clair Street / Ridgely Road
- 2. Memorial Boulevard at Medical Center Parkway / West Lokey Avenue
- 3. Memorial Boulevard at West / East Clark Boulevard
- 4. Memorial Boulevard at Sulphur Springs Road
- 5. Memorial Boulevard at West / East Northfield Boulevard
- 6. Memorial Boulevard at Heritage Park Drive / Glenis Drive
- 7. Memorial Boulevard at Airport Road
- 8. Memorial Boulevard at Wendelwood Drive / Lt. Patrick McBride Drive
- 9. Memorial Boulevard at Haynes Drive / Dejarnette Lane
- 10. Memorial Boulevard at Osborne Lane
- 11. Memorial Boulevard at Eleanor Way
- 12. Memorial Boulevard at Kings Ridge Drive / Brentmeade Drive
- 13. Memorial Boulevard at West Thompson Lane / Compton Road

#### Task 1 – Project Coordination Services

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of a kick-off meeting with City of Murfreesboro staff, project status and review meetings, preparing and distrusting reports and memos, scheduling of review meetings and activities, monthly project status reporting, and discussion of any project issues during the project. In addition, this task will consist of monthly work planning efforts and will comprise the initial schedule development and monthly maintenance of the scope of services and project milestones.

#### *Task 1.1 – Kick-off Meeting*

Kimley-Horn will coordinate and facilitate a kick-off meeting with City of Murfreesboro staff after the official notice-to-proceed (NTP) has been received. The purpose of this meeting will be to introduce the participants to the project, review project scope, discuss key issues, and identify other issues so they can be resolved early in the process.

Along with City staff, project stakeholders can be invited to participate in the kick-off meeting, project meetings, and/or conference calls as deemed appropriate by City staff.



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#### Task 1.2 –Project Status Meetings

Kimley-Horn will coordinate and facilitate periodic project meetings on a monthly basis. These meeting will be scheduled virtually via Microsoft Teams and/or in-person — with each meeting venue being determined via coordination with City staff. Each meeting will consist of project status updates, schedule review, and discussion of upcoming milestones for both the project team and City of Murfreesboro staff. Kimley-Horn will prepare and distribute bulleted meeting agendas and meeting summaries for each meeting. Up to ten (10) project status meetings have been budgeted for this sub-task, with the kick-off meeting being budgeted as one of these ten (10) meetings.

Task 1 Deliverables: Meeting Agendas, Meeting Minutes, Action Items

Invoices on a Monthly Basis

#### Task 2 – Environmental Documentation Services

Given the limited nature of the proposed construction, the improvements for this project are a likely candidate for classification as a "Programmatic Categorical Exclusion" as described in 23 CFR Part 771.117(d). This determination can only be made; however, by TDOT in cooperation with the Federal Highway Administration (FHWA). Kimley-Horn will prepare a project map and description of the proposed improvements for submittal to TDOT. Based on this information, TDOT and FHWA will determine the level of documentation and technical studies required for this project.

Based on the assumption that TDOT and FHWA will determine that a Categorical Exclusion (CE) document is appropriate for this project, Kimley-Horn will prepare the CE document in accordance with the *Tennessee Environmental Procedures Manual* and FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, *Guidance for Preparing and Processing Environmental and Section 4(f) Documents*. A preliminary Categorical Exclusion document will be submitted to TDOT for review and comment. After incorporating TDOT's comments, a final Categorical Exclusion will be submitted to TDOT for acceptance.

If it is determined that additional technical studies beyond those described above are required, or that a Programmatic Categorical Exclusion is not applicable for this project, any additional required technical studies will be performed after authorization by the City in accordance with the Additional Services clause of this agreement.

Task 2 Deliverables: Preliminary and Final Environmental Documentation (PDF format)

*Correspondence and submittals to various regulatory agencies (PDF format)* 

#### Task 3 – Data Collection Services

This task will encompass the collection of base mapping necessary for the development of the design plan sheets and the necessary traffic data collection services for the project. Furthermore, it will consist of field visits to determine communications infrastructure, signal infrastructure, and a field cabinet inventory. In addition, field visits will be performed at the project intersections and along the project corridors to identify pedestrian infrastructure improvements (ramps, crosswalks, pedestrian signalization), signal phasing / sequencing upgrades, and other potential operational improvements for City consideration. options. Additionally, this task will comprise the collection of traffic counts and signal timing settings necessary to complete signal timing coordination as well as the observation of existing field conditions.

#### Task 3.1 – Assemble Base Mapping

This sub-task includes the initial coordination with the City to acquire the base mapping for the project consisting of underground utility locations, electric utility pole locations, right-of-way / parcel data, and roadway data. Geographic Information System (GIS) files received from the City or in coordination with



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the City will be converted into MicroStation format and modified into a format suitable for use as base mapping.

Once the appropriate base mapping has been received and finalized for use with this project, Kimley-Horn will assemble the base mapping to use as the design plan sheets. This consists of the following: incorporating additional mapping, cutting and arranging the base mapping onto plan sheets, creating match lines (if deemed necessary), labeling route numbers / adjacent roadways within the base map limits, developing title blocks, and development of a station line for the corridor (if deemed necessary).

#### *Task 3.2 – Field Inventories and Observation*

Field inventories will be performed by Kimley-Horn at each intersection to confirm signal phasing, signal head displays, existing geometry, lane widths, turn-bay storage lengths, approach and corridor speed limits, and other physical features deemed pertinent to the project. Photographs will also be taken for each approach of each intersection within the signal system. Kimley-Horn will perform a field visit to each traffic signal during the peak periods. During this time, Kimley-Horn will observe existing platooning and progression of the traffic, confirm existing timing plans (cycle lengths, phasing sequences), observe queuing patterns, identify and monitor traffic flow patterns, and monitor sub-peaks within the peak periods.

Kimley-Horn will review and field-verify the intersection / cabinet inventory data for the project intersections. The following information at each intersection shall be collected via field notes and photographs:

- Physical layout of the signal cabinet (size, location, conduit entrances / sizes)
- Equipment contained in the signal cabinet
- Electrical service arrangement
- Communications equipment (fiber, switches, termination panels)
- Location of existing pedestrian features
- Signal controller phasing / signal head arrangement

Permission and access to the City's traffic signal cabinets will be required for this effort. Furthermore, a copy of any as-built signal plans that the City has available along the project corridor will be requested at this time as well.

#### Task 3.3 – Traffic Data Collection

Kimley-Horn staff, together with a data collection sub-consultant we frequently utilize, will perform traffic data collection efforts necessary for this project. Kimley-Horn will review existing data available from the City of Murfreesboro and TDOT to determine its usefulness for this project. The chosen sub-consultant's staff will collect turning movement counts at the study intersections on a typical weekday from 6:00AM to 6:00PM with Rutherford County Schools and Middle Tennessee State University in session. Directional ADT tube counts will also be acquired along the corridor from TDOT.

Task 3 Deliverables: Turning Movement Counts

#### Task 4 – System Engineering Analysis Documentation

Consistent with FHWA and TDOT Intelligent Transportation Systems (ITS) documentation requirements, Kimley-Horn will prepare the required Systems Engineering Analysis (SEA) documentation to address the following items identified in TDOT's *Traffic Design Manual*. Based upon early coordination with



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TDOT, we understand that a low-risk SEA is needed for this project in the form of a Simplified Systems Engineering Analysis Form (SSEAF).

Task 4 Deliverables: Preliminary and Final SSEAF (PDF format)

#### Task 5 – Evaluate Existing Conditions

Task 5 efforts will consist of compiling and validating the data collected in Task 3 and preparing an operational analysis for each project intersection.

#### *Task 5.1 – Data Compilation / Validation*

Prior to developing new coordination timings, it is important to understand and validate the existing conditions. Using the data collected in the field and knowledge of the conditions observed during the field observations (Task 3), a network will be developed by Kimley-Horn for each peak using *Synchro*. Existing geometry and traffic volumes along with existing signal timings/settings provided by City staff will be modeled in *Synchro*. The *Synchro* model will be developed using aerial photography as the background.

#### Task 5.2 – Operational Analysis

Once the field data has been collected and compiled, Kimley-Horn will perform an operational analysis for each of the intersections. Capacity analyses consistent with the *Highway Capacity Manual* will be performed when comparing improvement options. Existing and proposed signal phasing and sequencing will be analyzed as well as identifying other possible operational improvements (e.g. pavement marking changes, geometric improvements, signal control equipment additions and/or upgrades). This information will be compiled in a summary memorandum and presented to City staff as part of a Project Status Meeting.

Task 5 Deliverables: Operational Analysis Memorandum (PDF format)

#### Task 6 – Preliminary Design Phase Services

This task will encompass the preliminary communications design, preliminary construction plans package, preliminary engineer's opinion of probable cost, preliminary special provisions, and preliminary submittal and review.

# *Task 6.1 – Preliminary Design*

The design of the Project will consist of the following elements:

- Advanced Transportation Controller (ATC) and Malfunction Management Unit (MMU) upgrades
- Cabinet replacements (where deemed necessary)
- Conversion from multimode fiber optic (MMFO) to single mode fiber optic (SMFO) interconnect (utilizing existing hybrid cable and assessing the ability to utilize the existing drop cable or installing a new SMFO drop cable)
- Network Ethernet switch deployment
- Radar detection deployment (stop bar and advance detection)
- Closed Circuit Television (CCTV) camera deployment
- Dual Dedicated Short-Range Communications (DSRC) / Cellular Vehicle-to-Everything (C-V2X) and BlueTooth® travel time combination unit deployment
- Electrical service upgrades (assess the need for meter base and disconnect switches)

The need for each of these components will be determined for each of the project intersections and incorporated into a preliminary design.



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#### *Task* 6.2 – *Preliminary Construction Plans*

The framework for the construction plans will resemble those Kimley-Horn has previously prepared for the Tennessee Department of Transportation (TDOT) and Tennessee local agency Intelligent Transportation System (ITS) projects. The sheets will conform to TDOT's standard sheets in size and design. The construction plans will conform to any applicable City of Murfreesboro standards, TDOT current standards, and TDOT Roadway Design Guidelines. The plans will be prepared suitable for competitive bidding for the City and will consist of the following:

- Cover sheet, index sheets, legend, general notes
- Estimated Quantities Sheet
- TDOT Standard Roadway Drawings Sheet
- General / Special Notes / Utility Contacts
- Controller and/or cabinet replacement details / notes
- Signal head replacement details / notes
- Signal conductor wiring replacement details / notes
- Fiber Splicing Diagrams (if necessary)
- ITS and Signal infrastructure design / modifications (those referenced in Task 6.1 above)
- Traffic Sign / Pavement Marking Sheets (if deemed necessary)
- Other changes or modifications identified in the operational analysis portion of the project that are deemed feasible for construction with this Project

The chosen modifications will be first based upon deficiencies found during the data collection task in Task 3 and second based upon the construction funding available to build the signal upgrades / modifications.

#### Task 6.3 – Preliminary Engineer's Opinion of Probable Cost

Kimley-Horn will prepare a detailed engineer's opinion of the probable construction cost of the communications design and signal improvements as defined by the plans and technical specifications. The opinion of probable cost will be based on actual bid prices for recent projects which involved similar equipment and construction, to the extent that such information is available.

#### Task 6.4 – Early Utility Coordination

In order to receive utility certification from TDOT, an "Early Utility Coordination" process must be performed in accordance with TDOT guidelines. Kimley-Horn will request a list of Rutherford County utility owners from the TDOT Region 3 Utility Office. Kimley-Horn will prepare and send an early coordination letter and project graphic to each utility on the list. The letters will be sent via email where possible and by certified mail in all other cases. Kimley-Horn will prepare a document compiling the responses received from the initial coordination letter.

Sixty (60) days after sending the initial coordination letter, Kimley-Horn will send a second letter (either by email or registered mail) to each utility company that did not respond to the initial coordination request. Kimley-Horn will document any responses received within ten (10) days, per the TDOT guidelines.

#### *Task* 6.5 – *Preliminary Submittal and Review*

This subtask consists of the preparation of a preliminary construction plans package and submittal to the City for review.



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*Task* 6.6 – *Right-of-Way Submittal* 

Upon receipt and incorporation of comments from TDOT on the preliminary plans, a Right-of-Way (ROW) set of plans will be submitted to TDOT to satisfy this phase (although ROW and easement acquisitions are not anticipated for this project).

Task 6 Deliverables: Preliminary Construction Plans package (PDF format)

Preliminary Engineer's Opinion of Probable Cost (PDF format)

Utility Coordination Request Letter (PDF format) to each known Utility Owner

within the project corridor

ROW Plans package (PDF format)

### Task 7 – Final Design Phase Services

This task will encompass the final construction plans package, final engineer's opinion of probable cost, development of technical special provisions, and final submittal and review.

#### *Task 7.1 – Comment Incorporation / Resolution*

Kimley-Horn will coordinate with the City regarding any comments and recommended revisions from the preliminary construction plans package. The comments and recommended revisions will be incorporated into the design efforts from Task 6.

#### *Task 7.2 – Final Construction Plans*

After comments and issues have been received and addressed, Kimley-Horn will prepare a final plan set for submittal to the City. This subtask extends the design efforts in Task 6 and produces a final construction plans package that consists of updated plan sheets, detail sheets, and related design sheets that were submitted in the preliminary construction plans submittal.

#### Task 7.3 – Final Engineer's Opinion of Probable Cost

The final engineer's opinion of probable cost will be developed consistent with the format established in Task 5.

#### Task 7.4 – Technical Special Provisions

This subtask develops the outline and primary content of the special provisions that will be used for the final bidding and construction documents. It is understood that the TDOT *Standard Specifications for Road and Bridge Construction* and the City's proprietary item approvals will serve as a base for the special provisions for this project. It is further anticipated that this base information will be augmented and reformatted by Kimley-Horn to meet the particular needs of this project. Special provisions will be developed for the following items:

- Advanced Transportation Controller (ATC)
- Malfunction Management Unit (MMU)
- NEMA TS-2 Type 1 cabinets
- Network Ethernet switch
- Radar detection (stop bar and advance)
- Closed Circuit Television (CCTV) cameras
- Dual Dedicated Short-Range Communications (DSRC) / Cellular Vehicle-to-Everything (C-V2X) and BlueTooth® travel time combination units

#### *Task 7.5 – Final Utility Coordination*

Kimley-Horn will submit construction plans to utility owners identified in Task 6.4. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that



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the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the construction plans.

#### *Task 7.6 – Final Submittal and Review*

This subtask consists of the preparation of a final construction plans package and submittal to the City for review.

Task 7 Deliverables: Final Construction Plans package (PDF format)

Final Engineer's Opinion of Probable Cost (PDF format)

Final Special Provisions (PDF format)

Final Construction plans package (PDF format) to each affected Utility Owner

within the project corridor

#### Task 8 – Pre-Bid Phase Services

Kimley-Horn will assist the City with the following pre-bid phase tasks: bid documents preparation, Disadvantaged Business Enterprise (DBE) goal setting, and proposal contract preparation. Each is described below.

#### *Task* 8.1 – *Final Sealed Construction Plans for Bidding*

Upon receipt of final comments from the City, Kimley-Horn will finalize the plans, special provisions and materials estimates to be incorporated into bidding documents. It is anticipated that Kimley-Horn will coordinate with the City in providing reproducible originals in hard copy and electronic file format to the appropriate personnel for bid document preparation. Kimley-Horn will coordinate with the City to confirm that plans / special provisions match procurement procedures. The final design plans will be submitted on one 22" x 34" bond set signed and sealed by a State of Tennessee registered Professional Engineer.

#### *Task* 8.2 – *DBE Goal Setting*

Given the construction budget for this project, the City will be required to set goals for disadvantaged business enterprise (DBE) participation in the construction contract as defined in federal regulation 49 CFR 23/26. Kimley-Horn will work with personnel at the TDOT Civil Rights Office to set an appropriate and realistic DBE goal for the project based on the type and quantity of work being performed and the local availability of qualified DBE contractors. Kimley-Horn will prepare a DBE Goal Worksheet for submittal to the City and TDOT for review and to seek approval.

#### Task 8.3 – Proposal Contract Preparation

Kimley-Horn will prepare a proposal contract (i.e. Bid Book) in accordance with TDOT Office of Local Programs standards. It is assumed that Kimley-Horn will not prepare separate stand-alone technical specifications for the project, and that the TDOT specifications shall be used. Kimley-Horn will only prepare technical specifications for those items that are not covered by the TDOT specifications as prepared as part of Task 7. The remainder of the technical specifications will be based upon TDOT's Standard Specifications for Road and Bridge Construction or will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, disadvantaged business enterprise (DBE) requirements, specifications, required special provisions, and an 11" x 17" plan set.

#### *Task* 8.4 – *Permitting*

Kimley-Horn will coordinate with utility companies providing water, sewer, gas, electric, cable and telephone in the project area. Each utility company will be provided with a set of plans to review for



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potential conflicts. Considering the project type, it is assumed that there will not be conflicts with the proposed project and utilities and that each utility company will be able to provide a "no-conflict" letter. The plans and each utility "no-conflict" letter will be sent to the TDOT Utility office requesting Utility Certification.

Kimley-Horn will also send the plans to the TDOT Right-Of-Way Division requesting right-of-way certification, as we do not anticipate that any right-of-way and/or easements will be required for this project.

It is assumed that no environmental permits are necessary for this project. Under this assumption, Kimley-Horn will send the plans to the Tennessee Department of Environment and Conservation (TDEC) requesting verification that no environmental permits are necessary. Kimley-Horn will then submit the plans and verification from TDEC to the TDOT Environmental Division requesting environmental certification.

#### Task 8.5 – TDOT Local Programs Development Office Review

The proposal contract, consisting of the plans and the engineer's opinion of probable construction cost, will be submitted to the TDOT Office of Local Programs seeking approval and authorization for the City to proceed with bidding the project. Upon receiving the Notice to Proceed with Construction from TDOT, Kimley-Horn will print and deliver up to five (5) bond copies of the plans and Proposal Contract to the City.

Task 8 Deliverables: Final Sealed Construction Plans package for Bidding (five (5) hard copies and

*PDF format)* 

Final Engineer's Opinion of Probable Cost (PDF format)

Final Special Provisions (PDF format)

*Final Bid Book (five (5) hard copies and PDF format)* 

#### Task 9 – Bid Phase Services

Upon receiving authorization from TDOT to receive bids, Kimley-Horn will assist the City with drafting the advertisement for bids and conduct one (1) pre-bid meeting with potential bidders. The City will be responsible for advertising the bid. Kimley-Horn will respond to questions that arise during the bidding process and issue statements of clarification or bid addenda as appropriate. Kimley-Horn will be present for the bid opening and meet with the City following the bid opening to assist with bid review. In addition, Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids with the bidding documents and in accordance with TDOT Policy No. 355-02, *Awards of Construction Contracts*. Kimley-Horn will prepare a written summary of this tabulation and evaluation. Kimley-Horn will submit the bid tabulation and other required documentation to TDOT seeking review and approval to award the contract to the lowest responsive bidder.

Task 9 Deliverables: Bid Advertisement (MS-Word format)

Pre-Bid Meeting Agenda (PDF format) Bid Addenda, as needed (PDF format)

Written Summary of Bid Tabulation and Evaluation (PDF format)

#### Task 10 – Signal Timing Optimization Services (Future Construction Phase Task)

Nearing the end of the design phase, Kimley-Horn will prepare optimized timing plans for the corridor as in a format consistent with the City's Econolite Centracs® Advanced Traffic Management System (ATMS) central software. Kimley-Horn will prepare up to nine (9) unique timing plans for each of the signalized corridors that consist of weekday and weekend peak and off-peak timing plans.



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#### Task 10.1 – Local Controller Settings Development

Using the criteria set forth in the Institute of Transportation Engineer's (ITE) Manual of Traffic Signal Design and the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices, Kimley-Horn will calculate and recommend values for the following local controller settings (minimum vehicular green, yellow clearance interval, all-red clearance interval, pedestrian walk time, and pedestrian flashing don't walk time). These values will be tabulated in a spreadsheet format and shared with City staff for review and comment.

#### *Task 10.2 – Determine System Boundaries*

Kimley-Horn will evaluate signal system boundaries along the corridor. We will use the following criteria when choosing boundaries:

- ADT and TMC count data
- Signal spacing
- Cycle length requirements
- Driver expectancy
- Existing features (line of sight, topography, etc.)
- Synchro coordinatability factors
- Coupling Index (I = V/D, where D = distance, V = link volume, and I = coupling index). The need for coordination between any two signals is directly proportional to the traffic volume and inversely proportional to the distance between the two signals.
- Information gathered during field observations

#### *Task 10.3 – Cycle Length Evaluation*

Kimley-Horn will begin the retiming process by performing peak hour cycle length evaluations in *Synchro* by evaluating the natural cycle lengths and coordinatability factors for each signal. Using evaluations from *Synchro* along with knowledge gained via observations in the field, a cycle length will be recommended for each timing plan. Preliminary cycle length recommendations will be tabulated for staff review along with accompanying remarks. This information will then be provided to City staff and agreed upon prior to further timing plan development.

#### *Task 10.4 – Cycle, Split, Offset, and Phase Sequence Development*

Once the cycle lengths for each period have been finalized, each intersection will be evaluated to determine the optimal phase splits for each vehicle movement. Next, phase sequencing and offset manipulation will be analyzed to maximize the arterial greenbands. Recommended timing plans will be reviewed by City staff and approved prior to field implementation via a construction progress meeting referenced in Task 12

#### *Task 10.5 – Coding Sheet and TOD Clock Development*

Using the ADT counts gathered in Task 3, Kimley-Horn will develop a Time-of-Day (TOD) clock for each signal system to determine the optimal timing plan for each hour of a typical weekday and weekend day. Furthermore, we will transfer the recommended timings for each intersection per timing plan into a coding sheet format that is compatible with the City's signal controllers.

#### Task 10.6 – Field Implementation Services

Kimley-Horn will provide coding sheet data to City staff in electronic format consistent with the City's new ATC signal controllers and signal software. At the City TMC, Kimley-Horn will code in the new timing data into the Econolite Centracs® ATMS central software. Kimley-Horn and City staff will conduct field observations of each signalized intersection. Using the Time Space Diagrams (developed in *Synchro*) for each signal, the coordinated timings will be verified as to effectiveness and fine-tuned as



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necessary. Progression, as well as split times, may be adjusted based on this observation. During field implementation any immediate adjustments recognized will be made that day in the field. These adjustments will be communicated to City staff so that they can be edited in Centracs® or changed directly at the local controller by Kimley-Horn staff. Any changes will also be documented via a field implementation memo, and the *Synchro* files will be updated accordingly.

#### *Task 10.7 – Before and After Studies*

Kimley-Horn will collect and compile travel time and delay data for the corridor during the weekday AM, MD, and PM peak periods prior to the implementation of the new timings (before conditions). Following implementation and fine-tuning of the new timings, after conditions will be collected for the corridor. The after travel time data will be collected once the system has had ample time to stabilize when the new timings have been implemented.

Once all timings have been implemented and fine-tuned, we will prepare a report summarizing the project. The final report will summarize the following:

- Project overview
- Project results
- Summary of all data collected
- Recommended improvements (from Operational Analysis referenced in Task 5)
- Timing plan data
- Results of field implementation / fine-tuning
- Before and After results

Task 10 Deliverables: Local Controller Settings (PDF format)

Cycle Length Evaluation (PDF format)

Econolite Centracs® Coding Sheets (MS-Excel Format)

*Project summary report (PDF format and up to five (5) hard copies, if desired)* 

#### Task 11 – Engineer of Record Services (Future Construction Phase Task)

Kimley-Horn will provide technical support to the City of Murfreesboro and our Construction Engineering and Inspection (CEI) subconsultant – Ragan Smith Associates, Inc. Kimley-Horn's construction support services will be limited to responding to shop drawing / submittal reviews, Contractor Requests for Information (RFI) and minor design revisions as scoped in the sub-tasks below. It is assumed that there will be one (1) construction contract for the entire project and that the construction phase of this project will have a 12 – month duration.

#### *Task 11.1 – Shop Drawings and Submittals*

Kimley-Horn will review and approve or take other appropriate action with respect to Shop Drawings and Submittals, but only for conformance with the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

#### Task 11.2 – Contractor Request for Information (RFI) Response

The purpose of Kimley-Horn efforts associated with this task will be to respond for Contractor requests for information (RFI's) and to provide periodic on-site visits to address construction issues as directed by COD. These efforts will consist of preparation and documentation time associated with each activity. A



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total of up to four (4) RFI's and up to four (4) on-site visits have been budgeted for this sub-task.

#### *Task 11.3 – Minor Design Modifications*

Kimley-Horn staff will evaluate requests for minor design modifications initiated either by the City of Dickson or the Contractor. If appropriate, Kimley-Horn will prepare minor design addendum to document and clarify resulting contract change orders. A total of up to four (4) minor design modifications have been budgeted for this sub-task.

#### Task 11.4 – Integration Support Services

The purpose of this task will be to integrate the existing Econolite Centracs® ATMS software with the 13 traffic signals and other ITS equipment (CCTV) proposed on the corridor. Kimley-Horn efforts will consist of coordinating with City of Murfreesboro Information Technology (IT) staff, Ragan-Smith, the Contractor, and the central software vendor to facilitate technical discussions / decisions regarding the integration of the system. Integration monitoring and oversight activities will be the responsibility of the selected systems vendor, the prime Contractor, and other parties.

Task 11 Deliverables: Shop Drawing / Submittal Review Correspondence (PDF format)

Contractor RFI Responses (PDF format) Minor Design Modifications (PDF format)

#### Task 12 – Construction Engineering and Inspection Services (Future Construction Phase Task)

Kimley-Horn, together with our Subconsultant – Ragan Smith Associates, Inc. [RSA]) – will provide Construction Engineering and Inspection (CEI) services for the City in accordance with Appendix C, Roadway and Bridge Field Construction Procedures, in the TDOT "Local Government Guideline for the Management of Federal and State Funded Transportation Projects." Kimley-Horn, via our Subconsultant, will provide the appropriate field and office staff required to assist the City in compliance with the guidelines for Locally Managed Projects as outlined in the sub-tasks below. It is assumed that there will be one (1) construction contract for the entire project and that the construction phase of this project will have a 12 – month duration. Furthermore, Kimley-Horn anticipates that one (1) inspector in the field will be sufficient for this construction project.

RSA will provide Erosion Prevention and Sediment Control (EPSC) inspection in accordance with the guidelines outlined and accepted by the Tennessee Department of Environment and Conservation (TDEC). The EPSC inspection will be carried out in accordance with TDOT standards.

#### *Task 12.1 – Pre-Construction and Pre-Erosion Conference*

RSA will prepare for and conduct one (1) Pre-Construction and Pre-Erosion Conference at a time and location determined by the City and TDOT. Kimley-Horn will respond in writing to issues that arise at the meeting. Kimley-Horn will prepare and distribute meeting minutes.

#### Task 12.2 – Construction Progress Meetings

RSA will coordinate with the Contractor to schedule monthly construction progress meetings. This subtask will consist of scheduling the meetings, preparing the meeting agenda, and producing meeting minutes for each meeting.

#### *Task 12.3 – Provide Utility Coordination*

RSA will provide project utility coordination and will coordinate individually and as a whole with the multiple utility companies identified in the construction documents as owning facilities within the project limits. RSA will prepare for and administer monthly utility coordination meetings with the Contractor and his/her Subcontractors, and the utility representatives (these meetings may not last the entire length of



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the construction period; they will be discontinued once the project team believes that utility conflicts have been resolved). RSA will, as a part of these meetings assist the Contractor in the identification of utility installations and activities that may impact the overall progress of the project. RSA will coordinate with the identified utility meeting participants in the scheduling of work that is determined by the contractor to be time-sensitive. Kimley-Horn nor RSA is not responsible for the timeliness, correctness, or adequacy of the work performed by the various utility contractors and shall not be held liable for damages or delays resulting from the Contractor's work or lack thereof. The sole purpose of Kimley-Horn's and RSA's role in the installation of utilities as related to this project is the coordination of continued progress of the project as a whole and to attempt to coordinate utility installation work that interferes with other project work.

### Task 12.4 – Supplemental Agreements / Construction Change Orders

RSA will notify the City of the necessity for any Supplemental Agreements / Construction Changes. RSA will negotiate prices for additional pay items with the Contractor while adhering to the "TDOT Average Unit Price" listing when possible and coordinate acceptance of prices with the City. RSA will prepare the Supplemental Agreement / Construction Change and submit to the City for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the TDOT Standard Specifications and recorded on forms supplied by TDOT. RSA will review any Value Engineering Change Proposals and prepare recommendations for the City.

#### Task 12.5 – Quality Assurance, Testing for Acceptance, and Training

RSA will provide certified and trained personnel for field and plant testing and inspection. RSA will monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications and document testing on standard forms normally used by TDOT. RSA will monitor documentation of testing by the Contractor. Field testing consists of ACI tests for concrete consisting of concrete plant, nuclear density testing of subgrade and earthwork, base stone, asphalt, structural backfill, and pipe backfill as defined in the Standard Specifications and the TDOT sampling and testing schedule. RSA will provide source or plant testing according to TDOT Standard Specification 106.05 to consist of asphalt plant inspection (if these materials are proposed in the Plans). RSA will provide aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and the Department's sampling and testing schedule (if these materials are proposed in the Plans). RSA will provide miscellaneous checking of application rates and dimensions and bearings to review conformance to Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on TDOT standard forms and receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by RSA for conformity to the Specifications. A Final Materials and Tests Certification will be provided in the Final Records submitted to the City.

Concerning ITS and traffic signal equipment, RSA will review and oversee the project testing plan developed by the Contractor including project testing and acceptance procedures necessary to demonstrate compliance with the technical requirements included in the project technical special provisions and plans. RSA will monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Special Provisions.

# Task 12.6 – Progress Payments

RSA will collect and assemble quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements / Construction Changes, or from Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment.



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Recommended pay quantities will be submitted to the City for review and payment. Payments for stockpiled material may be made as defined in the TDOT Standard Specifications and approved by the Project Supervisor. Estimate "cut-off" will be the 15<sup>th</sup> of each month. Copies of approved subcontracts as well as copies of actual DBE Subcontractor's contracts will be on file prior to the first Progress Payment.

#### *Task 12.7 – Distribution of Correspondence*

RSA will submit to the City a copy of the correspondence between Kimley-Horn, RSA, the City, the Contractor, Subcontractors, and TDOT concerning matters related to the project. RSA will maintain an office file copy for submission with the project Final Records.

### Task 12.8 – Inspection of Work

RSA will provide construction observation (inspection) services to determine if the work is in general conformance with the Plans and Specifications for items that are being incorporated into the project. RSA will observe, measure, and record the quantities for payment. RSA will record field measurements in project records for review by the City, TDOT, or auditors. The records will be recorded on a standard form (field book) as normally used by TDOT and/or on field inspection forms to be submitted to the City. RSA will check traffic control daily, and additionally as required or requested, and will notify the Contractor of deficiencies or problems observed. RSA will document weekly (or as often as necessary) project traffic control on forms normally used by TDOT and distribute as required. RSA will observe daily erosion control items for conformance to the plans as well as effectiveness in the field and will notify the Contractor of deficiencies. RSA will prepare to justify pay quantities in the case of questions by the Contractor or TDOT. RSA will maintain a daily diary, signed by the field representative, consisting of:

- A record of the Contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each Contractor or subcontractor
- Orders given to the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment

Each field technician will be certified in the applicable TDOT certification workshops listed below:

- Asphalt Roadway Paving Inspector
- Asphalt Concrete Certified Plant Technician
- Class 1 Concrete Technician
- Soils and Aggregate Technician
- Nuclear Gauge Training



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Task 12.9 - Contractor Payrolls, Employee Interviews and Contract Compliance

RSA will receive and check the Contractor's payrolls for conformance to state wage rates as defined in the contract. Late payroll information (two weeks late) is understood by RSA to be appropriate justification to withhold progress payment. RSA will notify the Contractor of late payrolls and request immediate submission. RSA will notify the City prior to making a recommendation for withholding payments. RSA will conduct Contractor employee interviews on the forms normally used by TDOT and compare to the submitted payrolls for accuracy. RSA will notify the Contractor of inaccuracies and seek to resolve discrepancies. RSA will adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office.

#### Task 12.10 – Reports

Reports and documents as required by TDOT guidelines will be generated by RSA in the process of contract administration. RSA will maintain either electronic or paper copies of project documentation in compliance with the TDOT Standard Operating Procedures.

#### Task 12.11 – Final Records

RSA will submit a compilation of project records in TDOT standard format to the City after project completion. RSA will make one (1) set of corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. RSA will submit final forms (FHWA-47, CC3, etc.) with the final records.

Task 12 Deliverables: Pre-Construction Conference Meeting Minutes (PDF format)

Construction Progress Meeting Minutes (PDF format)
CEI Documentation consistent with TDOT Procedures

#### Task 13 – Topographic Surveying (Potential Future Task)

Where deemed necessary due to required Americans with Disabilities Act (ADA) curb ramp and/or sidewalk additions / modifications, our subconsultant will prepare a topographic survey on a per corner and/or per intersection basis. A field survey will be performed using conventional ground surveying methods, static and aerial LiDAR or other methods as determined by our surveying subconsultant, Ragan-Smith Associates, Inc. Survey information gathered for the project will adhere to the TDOT Survey Manual, be performed in MicroStation and Geopak V8i file format, and shall be tied to the State Plane Coordinate System using the Tennessee Geodetic Reference Network (TGRN) and referencing local benchmarks. The topographic field survey will consist of the following elements:

- The horizontal and vertical locations of above ground features consisting of pavement striping, signal infrastructure, and sign locations within the survey limits.
- Horizontal and vertical locations of drainage structures and drainage features within the survey limits consisting of the next structure/pipe down/upstream, if outside of survey limits.
- Horizontal and vertical locations of utilities based on visible evidence of above ground features,
   Tennessee 811 one-call and/or record drawings.
- Right-of-way lines, private property lines, and existing easements within the survey limits. The
  right-of-way and easement locations will be based on found property corner monuments and/or
  deed research of ownership records.
- Property acquisition table with Tract Numbers, Property Owners, Tax Map number, Parcel Number, Deed Document Reference, and Total Acreage in Microsoft Excel format, following the TDOT Survey Acquisition Table Template.

Survey limits on a per intersection basis will be as follows:



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- 400 linear feet (LF) of coverage on Memorial Boulevard
- 200 LF on the side street approaches
- Survey width will extend approximately 20 LF beyond the existing right-of-way limits

Survey limits on a per corner basis will be as follows:

- From the first travel lane line (12' to 16' from EOP) to approximately 20 linear feet (LF) beyond the existing right-of-way limits for 100 linear feet (LF) along Memorial Boulevard from the intersecting side road
- From the first travel lane line (12' to 16' from EOP) to approximately 20 linear feet (LF) beyond the existing right-of-way limits for 100 linear feet (LF) along each side road from the intersection of Memorial Boulevard

#### Task 14 – Civil Infrastructure Design Services (Potential Future Task)

If required by TDOT, Kimley-Horn will design civil infrastructure improvements consisting of ADA curb ramp additions and/or modifications at required intersection locations. Additionally, the need for crosswalks, pedestrian signalization, and Accessible Pedestrians Signals (APS) will assessed and incorporated into the design, if required. Plan, profile, and/or detail sheets deemed necessary to illustrate design intent will be developed at this stage. Grading, paving, drainage, and erosion control elements will also be developed during this task and incorporated into the plans package.

#### Task 15 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional environmental studies outside of those describe above
- Intersection / roadway design services
- Right-of-Way services
- Additional traffic data collection (TMC / ADT)
- Additional traffic engineering analyses
- Additional signal timing services outside of those detailed above
- Additional signal system design outside of the scope referenced
- Additional bid phase and pre-construction services should the City decide to bid the project multiple times
- Attendance at review meetings and / or public hearings
- Utility Make Ready design
- Others as requested by the City



#### INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing GIS and/or digital photography data for the project area
- As-built traffic signal plans or file drawings (if available)
- Existing signal timing parameters (coordination, time-of-day / day-of-week, and local controller settings data)

#### **SCHEDULE**

Given a notice to proceed and contract execution, Kimley-Horn is prepared to provide these services based upon the schedule detailed below:

Task	Milestone
Environmental Documentation Submittal	We will begin this task following signed contract with the City of Murfreesboro. Agency letters will be submitted within 30 days and the final environmental document will be submitted within 30 days of receiving feedback from each state / federal agency. It is assumed that the overall environmental process will take at least 90 days depending on the timeframe of review from State and Federal agencies
Data Collection, and Field Work	This will be completed within the first 90 days following the signed contract with the City of Murfreesboro. This task will run concurrently with the Environmental documentation task.
Systems Engineering Analysis (SEA)	30 days following signed contract with the City of Murfreesboro. This task will run concurrently with the Environmental documentation and surveying / data collection task.
Preliminary Design Submittal	90 days following an approved Environmental Document.
Final Design Submittal	90 days following TDOT NTP for final design
Bid Documents	Submittal of bid documents will occur within 60 days following consolidated comments from the City and TDOT and issuance of TDOT NTP for Right of Way (following TDOT approval of Final Design Plans). This task also consists of TDOT Right of Way Certification, TDOT Utility Certification and TDOT Environmental permit certification.
Bid Phase Services	Beginning after TDOT NTP for construction

Please note that Kimley-Horn has no control over internal FHWA and TDOT review processes as they relate to environmental approvals and the issuances of notices to proceed from the Local Programs office.



#### FEE AND BILLING

Kimley-Horn will perform the NEPA (PE-N) and Design (PE-D) phase services described in Tasks 1 through 9 on a labor fee plus expense basis with the maximum fee summarized below.

Task 1 – Project Coordination Services	\$19,800
Task 2 – Environmental Documentation Services	\$14,200
Task 3 – Data Collection Services	\$18,600
Task 4 – Systems Engineering Analysis Documentation	\$2,400
Task 5 – Evaluate Existing Conditions	\$11,600
Task 6 – Preliminary Design Phase Services	\$63,700
Task 7 – Final Design Phase Services	\$33,800
Task 8 – Pre-Bid Phase Services	\$14,300
Task 9 – Bid Phase Services	\$8,400

Maximum Labor / Expense Fee for PE-N / PE-D Tasks:

\$186,800

Kimley-Horn will not exceed the total maximum labor / expense fee shown without authorization from the City of Murfreesboro. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Hourly labor fees and expenses will be invoiced monthly as accrued.

Costs for the future construction phase tasks are to be determined (TBD) once the Project is nearing design completion and more detail is known regarding the size, scope, schedule, and budget for the Construction Phase.

Task 10 – Signal Timing Optimization Services	TBD
Task 11 – Engineer of Record Services	TBD
Task 12 – Construction Engineering and Inspection Services	TBD
Maximum Labor / Expense Fee for Construction Phase Tasks:	TBD
Maximum Labor / Expense ree for Construction r hase rasks.	ועעו

These construction tasks will utilize funds from the Construction (CONST) phase of the City's contract with TDOT.

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Date

**Initials** 

If requested by the City, Kimley-Horn can provide topographic surveying for the potential future task (Task 13) on a on a labor fee plus expense basis with the maximum fees summarized below. Fees are expressed on a per intersection or per corner basis based upon the need at each individual project intersection. This Task will only be completed if authorized by the City of Murfreesboro.

Fee

Task 13 – Topographic Surveying (per intersection)	\$10,500		
Quantity (number of intersections) Total "Intersection" Topographic Surveying Cost:			
Task 13 – Topographic Surveying (per corner)	\$4,500		
Quantity (number of corners) Total "Corner" Topographic Surveying Cost:			
If requested by the City, Kimley-Horn can provide civil ADA ramps for the potential future task (Task 14) on a maximum fees summarized below. Fees are expressed on upon the need at each individual project intersection. This the City of Murfreesboro.	n on a labor fee n a per intersect	e plus expense tion or per con	e basis with the rner basis based
	Fee	Initials	Date
Task 14 – Civil Infrastructure Design (per intersection)	\$6,500		
Quantity (number of intersections) Total "Intersection" Civil Infrastructure Design Cost:			
	\$2,000		

Kimley-Horn will perform the services described in Task 15 (Additional Services) of the Scope of Services on a labor fee plus expense basis or an agreed upon lump sum value. Effort associated with Task 15 will not be performed without authorization from the City of Murfreesboro.

#### **EXHIBIT B**

#### **DISPUTE RESOLUTION**

- 7.6.1 In the event a dispute arises between OWNER and ENGINEER relating to any obligation undertaken in this agreement, they agree to utilize the following procedure to resolve any such dispute.
- 7.6.2 OWNER and ENGINEER will attempt to resolve all disputes by first engaging in good faith negotiations between them as soon as possible after the dispute arises.
- 7.6.3 If negotiations are not successful, OWNER and ENGINEER will submit their dispute to a mutually acceptable mediator for nonbinding mediation.
- 7.6.4 If mediation is not successful, OWNER and ENGINEER will seek a resolution of their dispute through the normal legal process in a court of competent jurisdiction.
- 7.6.5 If a dispute is resolved through the procedure of paragraph 7.6.4, the prevailing party shall be entitled to recover from the other all court costs.
- 7.6.6 If the complete resolution of a dispute requires the joiner of a third party that does not agree to follow the procedure set out in paragraph 7.6, such dispute shall not be resolved between OWNER and ENGINEEER in accordance with said paragraph. However, this paragraph 7.6.6 shall have no application unless formal written notice of objection is given by the party wishing to utilize this subsection to avoid the procedure set forth in paragraph 7.6 within 30 days of formal notice of the dispute invoking paragraph 7.6.

# MANDAY ESTIMATE AND FEE PROPOSAL

# Memorial Boulevard Signal System

Planning / Design Phase Services Murfreesboro (Rutherford County), Tennessee

Federal Project Number: TBD
TDOT Project Number: TBD
TDOT PIN: TBD

# City of Murfreesboro, Tennessee



Prepared By: Chris Rhodes, PE

Date prepared: January 6, 2022



214 Oceanside Drive Nashville, Tennessee 37204

Phone: (615) 564-2701

E-mail: chris.rhodes@kimley-horn.com

	Memorial Boulevard Signal System Planning / Design Phase Services										
	Murfreesboro (Rutherford County), Tennessee										
	marricessoro (radioriora southy), remiessee										
			Senior	Professional	Professional			Senior	Environmental	Support	
TASKS	ACTIVITIES	Project Manager	Professional	(ITS)	(Civil)	Analyst	Designer	Environmental Planner	Planner	Staff	TOTAL
1	PROJECT MANAGEMENT SERVICES							Planner			
1.1	Project Kick-off Meeting	2.00				2.00 4.00					4.00 6.00
1.2	Prep / Document Project Status Meetings	24.00				24.00					48.00
	Prep / Document Monthly PM	10.00 12.00				10.00				24.00	20.00
1.0	Monthly PM	12.00								24.00	36.00
2	ENVIRONMENTAL DOCUMENTATION SERVICES										
2.0	TDOT / Agency Coordination Technical Studies							2.00	20.00 32.00		22.00 38.00
2.0	Document Preparation / Approval							2.00	32.00	2.00	36.00
3	DATA COLLECTION SERVICES										
3.1	Assemble GIS Base Mapping	1.00				2.00	18.00				21.00
3.2	Field Inventories and Observation Traffic Data Collection			24.00		4.00	24.00				48.00 6.00
3.3				2.00		4.00					0.00
4.0	SYSTEMS ENGINEERING ANALYSIS DOCUMENTATION Prepare Preliminary SSEAF			1.00		6.00					7.00
4.0	Address City / TDOT Comments	<b> </b>		2.00		2.00		<b>-</b>			4.00
4.0	Finalize SSEAF			1.00		2.00					3.00
- 5	EVALUATE EXISTING CONDITIONS										
5.1	Data Compilation / Validation			4.00 12.00		16.00 40.00					20.00 60.00
5.2	Operational Analysis	8.00		12.00		40.00				-	60.00
- 6	PRELIMINARY DESIGN PHASE SERVICES							•			
6.1	Preliminary Design Signal Infrastructure Design (FYA, APS, etc.)	200	4.00	12.00		48.00					66.00
6.1	ITS Design (CCTV, DSRC Fiber, Radar, etc.)	2.00	4.00	12.00		48.00					66.00
6.2	Preliminary Construction Plans Preliminary Engineer's Opinion of Probable Cost	2.00 4.00	4.00	16.00 8.00		60.00 10.00	120.00 12.00				202.00 34.00
6.4	Early Utility Coordination					18.00				2.00	20.00
6.6	Preliminary Submittal and Review ROW Submittal and Review	2.00 2.00		4.00 2.00		8.00 10.00	12.00 30.00			2.00	28.00 44.00
		2.00		2.00		10.00	30.00				44.00
7	FINAL DESIGN PHASE SERVICES	4.00	2.00			4.00					40.00
7.1	Comment Incorporation / Resolution Final Construction Plans	4.00	6.00	12.00		36.00	48.00				10.00 106.00
7.3 7.4	Final Engineer's Opinion of Probable Cost	2.00 2.00	4.00	2.00 24.00		4.00	8.00				16.00 30.00
	Technical Special Provisions Final Utility Coordination	2.00	4.00	24.00		18.00				-	20.00
7.6	Final Submittal and Review	2.00		4.00		8.00	12.00			2.00	28.00
- 8	PRE-BID PHASE SERVICES										
8.1	Final Sealed Construction Plans for Bidding	2.00	2.00	4.00		16.00				2.00	26.00
8.2	DBE Goal Setting Proposal Contract Perparation	2.00		1.00 8.00		4.00 16.00				-	5.00 26.00
8.4	Permitting	2.00				6.00					8.00
8.5	TDOT Local Programs Development Office Review	6.00		12.00							18.00
9	BID PHASE SERVICES										
$\vdash$	Bid Advertisement Pre-Bid Meeting	0.50		1.00		4.00 8.00					5.50 12.00
	Bid Addenda	4.00	2.00	2.00		4.00					12.00
$\vdash$	Bid Opening / Bid Tabulation / Concurrence	4.00		<b>—</b>		14.00		<b>-</b>	<b>—</b>	8.00	26.00
10	SIGNAL TIMING OPTIMIZATION SERVICES (FUTURE CONST PHASE TASK)										
	To be developed closer to CONST NTP										
11	ENGINEER OF RECORD SERVICES (FUTURE CONST PHASE TASK)										
	To be developed closer to CONST NTP										
12	CONSTRUCTION ENGINEERING AND INSPECTION SERVICES (FUTURE CONST PHA	ASE TASK)									
	To be developed closer to CONST NTP										_
13	TOPOGRAPHIC SURVEYING										_
	If requested by the City of Murfreesboro										
14	CIVIL INFRASTRUCTURE DESIGN SERVICES					لـــــــــا					
	If requested by the City of Murfreesboro										
15	ADDITIONAL SERVICES										
10	If requested by the City of Murfreesboro										
	TOTAL PERSON-HOURS	111.50	28.00	172.00	-	456.00	284.00	10.00	84.00	42.00	1,187.50
	PERSON-HOUR LABOR RATES	82.50	80.00	60.00 480.00	45.00	37.50 300.00	35.00 280.00	72.50 580.00	40.00 320.00	35.00	
<b>—</b>	PERSON-DAY LABOR RATES LABOR COSTS	660.00 9.198.75	640.00 2,240.00	10,320.00	360.00	17,100.00	9,940.00	580.00 725.00	3,360.00	280.00 1,470.00	54,353.75

# KIMLEY-HORN AND ASSOCIATES, INC. DIRECT EXPENSES

Memorial Boulevard Signal System Planning / Design Phase Services Murfreesboro (Rutherford County), Tennessee

Automobile Mileage	740	@	\$ 0.47	\$ 347.80
Hotel Stay (Nashville)	0	@	\$ 161.00	\$ -
Rental Car (Per Day)	0	@	\$ 40.00	\$ -
Rental Car Gas (Per Tank)	0	@	\$ 35.00	\$ -
Taxi / Rideshare	0	@	\$ 25.00	\$ -
Meals (Full Day)	0	@	\$ 59.00	\$ -
Meal (Travel Day)	0	@	\$ 44.25	\$ -
Data Collection Subconsultant - Marr Traffic	1	@	\$ 8,190.00	\$ 8,190.00
Surveying Subconsultant - Ragan Smith Associates, Inc. (per intersection)	0	@	\$ 10,500.00	\$ -
Surveying Subconsultant - Ragan Smith Associates, Inc. (per corner)	0	@	\$ 4,500.00	\$ -
External Printing (Reprographics)	1	@	\$ 1,200.00	\$ 1,200.00
In-House Copies	270	@	\$ 0.10	\$ 27.00
In-House 11" X 17" Copies	220	@	\$ 0.25	\$ 55.00
Express Mail	4	@	\$ 17.50	\$ 70.00
Parking	0	@	\$ 8.00	\$ -
DIRECT EXPENSE TOTAL				\$ 9,889.80

# KIMLEY-HORN AND ASSOCIATES, INC. FEE PROPOSAL

Memorial Boulevard Signal System Planning / Design Phase Services Murfreesboro (Rutherford County), Tennessee January 6, 2022

1	Direct Labor	=	\$54,353.75
2	Overhead (Rate: 1.9499 x 1)	=	\$105,984.38
3	Subtotal 1 + 2	=	\$160,338.13
4	Net Fee (Rate: 2.35 x 0.130 x 1)	=	\$16,610.00
5	Subtotal 3 + 4	=	\$176,948.13
6	Direct Expense (Itemize and attach)	=	\$9,889.80
7	Premium Labor	=	\$0.00
8	Total <b>5</b> + <b>6</b> + <b>7</b>	=	\$186,837.93
	TOTAL PROJECT	=	\$186,837.93
	TOTAL PROJECT (ROUNDED)	=	\$186,800.00

# COUNCIL COMMUNICATION

Meeting Date: 01/27/2022

Item Title: Memorial Boulevard (SR 10) Traffic Signal Improvements

Contract with TDOT

**Department:** Transportation

Presented by: Jim Kerr, Transportation Director

**Requested Council Action:** 

Ordinance	
Resolution	
Motion	$\boxtimes$
Direction	
Information	

# **Summary**

Memorial Blvd. Traffic Signal Improvements Contract between the City and TDOT.

#### **Staff Recommendation**

Approve contract with TDOT for the Signal Improvements on Memorial Blvd.

#### **Background Information**

The City, through the federal Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), received \$774,171 of federal funds at a 100% match through TDOT for the development and implementation of the Traffic Signal System Upgrade Project along Memorial Blvd. from St. Clair to Thompson Lane. The existing system operating on Memorial Blvd. was initially installed in the mid 90's, as such, the system software and hardware has exceeded its useful life and the hardware and software is no longer compatible. This project will update system hardware, software, and incorporate Dedicated Short-Range Communication (DSRC) technology that can integrate with the TDOT I-24 SMART Corridor technology. The upgrade of this system will provide staff with additional tools for implementation of signal performance measures and overall operational efficiencies along the corridor.

The City anticipates additional funds will be requested for construction through the Metropolitan Planning Organization at an 80% federal match, as such, \$200,000 of local match is included in the FY21 CIP.

#### **Council Priorities Served**

Responsible budgeting

Improvements of roadway infrastructure with federal and state dollars allows local funds to be used for other community purposes.

Safe and Livable Neighborhoods

Efficient signalization enhances the safety and operations of the City's roadway network.

# Fiscal Impact

The City's 20% portion of the future request is estimated at \$200,000 and will be funded from the FY21 CIP Budget for this project.

# **Attachments**

Agreement No. 210269 between the City and TDOT.

Agreement Number: 210269

Project Identification Number: 132323.00

Federal Project Number: HIP-C-M-10(90)

State Project Number: 75LPLM-F3-113

State of Tennessee Department of Transportation

# LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MURFREESBORO (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"SR-10/US-231N from St. Clair to SR-266/Thompson Lane"

#### A. PURPOSE OF AGREEMENT

# A.1 Purpose:

a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

# A.2 Modifications and Additions:

a) Exhibit(s) are attached hereto and by this reference made a part hereof.

# B. ACCOMPLISHMENT OF PROJECT

#### **B.1 General Requirements:**

a)

**Funding Provided by** 

**Responsible Party** Agency or Project.

Environmental Clearance by: AGENCY PROJECT

Preliminary Engineering by: AGENCY PROJECT

Right-of-Way by: AGENCY PROJECT

Utility Coordination by:

**AGENCY** 

**PROJECT** 

Construction by:

**AGENCY** 

**PROJECT** 

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

# **B.2 Completion Date:**

a) The Agency agrees to complete the herein assigned phases of the Project on or before **December 31, 2026**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

# **B.3 Environmental Regulations:**

a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

# **B.4 Plans and Specifications**

- In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
  - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

# **B.5 Right-of-Way**

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure

- to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

# **B.6 Approval of the Construction Phase**

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.

e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

#### **B.7 Detours**

a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

#### **B.8 Utilities**

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
  - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
  - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

#### **B.9** Railroad

a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

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# C. PAYMENT TERMS AND CONDITIONS

# **C.1 Total Cost:**

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

# **C.2 Eligible Costs:**

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

# C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

# C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

# C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) Misrepresentation:

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) Litigation:

There is then pending litigation with respect to the performance by the

Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

# 3) Approval by Department:

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

# 4) Conflict of Interests:

There has been any violation of the conflict of interest provisions contained herein in D.16; or

#### 5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

# **C.6** Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

#### C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

# C.8 Travel Compensation

a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations

specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

# D. STANDARD TERMS AND CONDITIONS

# **D.1 Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the a) State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

# D.2 General Compliance with Federal, State, and Local Law:

- The Agency is assumed to be familiar with and observe and comply with those Federal, a) State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- The parties hereby agree that failure of the Agency to comply with this provision shall b) constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

# D.3 State Law:

Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

# D.4 Submission of the Proceedings, Agreements, and Other Documents:

The Agency shall submit to the Department such data, reports, records, agreements, a) and other documents relating to the Project as the Department and the Federal Highway Administration may require.

#### **D.5 Appropriations of Funds:**

a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

#### **D.6 Rights and Remedies Not Waived:**

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

# **D.7 Department and Agency Not Obligated to Third Parties:**

a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

#### **D.8 Independent Contractor:**

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

#### D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

# D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

a) DBE Policy:

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:** 

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

# **D.11 Tennessee Department of Transportation Debarment and Suspension:**

a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

# <u>D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion</u> (applies to federal aid projects):

a) Instructions for Certification - Primary Covered Transactions:

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

- performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

# **D.13 Equal Employment Opportunity:**

- In connection with the performance of any Project, the Agency shall not discriminate a) against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- The Agency shall insert the foregoing provision in all agreements modified only to b) show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

#### D.14 Title VI – Civil Rights Act of 1964:

a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

# D.15 Americans with Disabilities Act of 1990 (ADA):

a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

# **D.16 Conflicts of Interest:**

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of it's subcontracts, the following provision:
  - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

# D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

### D.18 Restrictions on Lobbying (applies to federal aid projects):

# The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

- of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

# D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

#### **D.20** Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access

to all documents, papers, letters or other material made or received in conjunction with this Agreement.

# D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

# **D.22 Termination for Convenience:**

The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

#### **D.23 Termination for Cause:**

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

# D.24 How Agreement is Affected by Provisions Being Held Invalid:

a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

# **D.25 Agreement Format:**

a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

# **D.26 Certification Regarding Third Party Contracts:**

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under

- this Agreement without prior disclosure of such proposed contract to the Department.
- The Agency hereby agrees that failure to comply with these provisions shall be a d) material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

# D.27 Amendment:

This Agreement may be modified only by a written amendment, which has been a) executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

# D.28 State Liability:

The Department shall have no liability except as specifically provided in this a) Agreement.

D.29 Force Majeure:

The obligations of the parties to this Agreement are subject to prevention by causes a) beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

# **D.30 Required Approvals:**

The Department is not bound by this Agreement until it is approved by the appropriate a) State officials in accordance with applicable Tennessee State laws and regulations.

# D.31 Estimated Cost:

- The parties recognize that the estimated costs contained herein are provided for a) planning purposes only. They have not been derived from any data such as actual bids, etc
- In the event that the Department is made responsible in section B.1.(a) of this b) Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

#### **D.32 Third Party Liability:**

a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

# **D.33 Deposits:**

a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

# **D.34 Department Activities:**

a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

# **D.35 Congestion Mitigation and Air Quality Requirement:**

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
  - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

#### **D.36 Investment of Public Funds:**

a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	i katag <u>an</u> persenya angr	5 Years
Amount \$1.00 - \$200,000 >\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000		20 Years

b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

#### D.37 Federal Funding Accountability and Transparency Act:

a) If the Project is funded with federal funds the following shall apply: The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

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Version 8

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

# CITY OF MURFREESBORO

# STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION

Signature:

E

Signature:

Email: smcfarland@murfreesborotn.gov

Email: TDOT.COMMISSIONER'S.Office@tn.gov

APPROVED AS TO FORM AND LEGALITY

Signature:

Email: atucker@murfreesborotn.gov

Signature:

Email: TDOT.Legal.Attorneys@tn.gov

APPROVED AS TO

FORM AND LEGALITY

# **EXHIBIT "A"**

**AGREEMENT #: 210269** 

PROJECT IDENTIFICATION #: 132323.00 FEDERAL PROJECT #: HIP-C-M-10(90) STATE PROJECT #: 75LPLM-F3-113

**PROJECT DESCRIPTION:** (SR-10/US-231N) from St. Clair to SR-266/Thompson Lane. Updating 13 traffic signals along Memorial Boulevard with new controller and DSRC technology. This project includes ADA improvements.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto

TYPE OF WORK: Signalization

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	HIP-CU	100	0	0	\$130,000.00
PE-DESIGN	HIP-CU	100	0	0	\$50,000.00
RIGHT-OF-WAY	HIP-CU	100	0	0	\$0.00
CONSTRUCTION	HIP-CU	100	0	0	\$498,750.00
TDOT ES	HIP-CU	100	0	0	\$8,750.00
CEI	HIP-CU	100	0	0	\$87,500.00
CONSTRUCTION	LOCAL	0	0	100	\$200,000.00

**INELIGIBLE Cost:** One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

**LEGISLATIVE AUTHORITY: CRRSSA:** 23 U.S.C.A, Section 133 (b), Coronavirus Response and Relief Supplemental Appropriations Act, 2021

**TDOT ENGINEERING SERVICES (TDOT ES):** IN order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

# **COUNCIL COMMUNICATION**

Meeting Date: 01/27/2022

**Item Title:** Contract for Engineering Study of Transit Route and Shelter Placement

**Department:** Transportation – Transit

**Presented by:** Russ Brashear, Assistant Transportation Director

**Requested Council Action:** 

Ordinance	
Resolution	
Motion	$\boxtimes$
Direction	
Information	

# Summary

Retain consultants to study and recommend transit route alignments and shelter placements.

#### **Staff Recommendation**

Approve contract with Kimley-Horn and Associates, Inc.

# **Background Information**

As the City approaches the construction phase of the Transit Facility it is time to plan for necessary transit route realignments and shelter placements. Professional transit planning expertise is required for the most efficient route plan and shelter placement. Kimley-Horn was selected as the most qualified to provide these services. TDOT has issued a Letter to Proceed for the contract with Kimley-Horn.

The agreement with Kimley-Horn is an hourly rate with a not to exceed amount of \$103,219 which will be an 80/20 match with the City's share being \$10,322.

#### **Council Priorities Served**

Expand Infrastructure

The realignment of routes and shelter placements is directly related to the Transit Facility project which will improve transportation options and expansion of future services.

### **Fiscal Impact**

This project is budgeted in the Department's FY22 Operating Budget.

#### **Attachments**

- TDOT Letter to Proceed
- 2. Contract with Kimley-Horn



# STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION

#### **DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES**

SUITE 1200, JAMES K. POLK BUILDING 505 DEADERICK STREET NASHVILLE, TENNESSEE 37243-1402 (615) 741-2781

JOSEPH GALBATO, III INTERIM COMMISSIONER

BILL LEE GOVERNOR

December 22, 2021

Mr. Russ Brashear City of Murfreesboro 111 West Vine Street Murfreesboro, Tennessee 37130

Re: Transit Shelter and Route Study – Letter To Proceed with Award – 5307 Program

Dear Russ,

TDOT Multimodal Transportation Resources Division has reviewed the solicitation documents for the Transit Shelter and Route Study procurement and issue you this letter to proceed with the award of the executed contract.

Please let us know the date you execute the award, the final amount of the award, and the expected completition date. After completition of the service to the City of Murfreesboro and upon request for reimbursement from the Transit Program, please supply a copy of this letter with your other reimbursement request documentation.

If you have any questions, please email me at <a href="heather.brinton@tn.gov">heather.brinton@tn.gov</a> or call me at (615) 741-3983.

Respectfully,

Heather Brinton

Heather Briston

Transportation Program Monitor I

cc: Larry Sanborn, Assistant Director, TDOT Multimodal Transportation Resources Division Brian Higdon, Manager, TDOT Multimodal Transportation Resources Division Kaitlyn McClanahan, Manager, TDOT Multimodal Transportation Resources Division

# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

OWNER intends to secure professional services to study, develop, design, and implement plans for new transit routes and transit shelters, (hereinafter called the Project.)

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

#### SECTION 1 BASIC SERVICES OF ENGINEER

#### 1.1 General

1.1.1 ENGINEER shall provide the OWNER professional Engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional Engineering representative for the Project, providing professional Engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental hereto.

The Specific Scope of Services for the Project are detailed in Exhibit A.

#### SECTION 2 ADDITIONAL SERVICES OF ENGINEER

#### 2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included part of Basic Services except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters;" these will be paid for by OWNER as indicated in Section 5.

- 2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- 2.1.4 Providing renderings or models for OWNER's use.
- 2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

- 2.1.6 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.1.7 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the type described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.
- 2.1.8 If ENGINEER's compensation is on the basis of a lump sum or percentage of Construction Cost or cost-plus-a-fixed-fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated by paragraph 5.1.1.2. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction. materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.
- 2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.
- 2.1.10 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services called for in paragraph 6.2.2.5.
- 2.1.11 Providing any type of property surveys or related Engineering services needed for the transfer of interests in real property and field surveys for

- design purposes and Engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.
- 2.1.12 Preparation of operating, maintenance, and staffing manuals to supplement Basic Services under paragraph 1.7.3.
- 2.1.13 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs and 1.4.2).
- 2.1.14 Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

# 2.2 Required Additional Services (See Sections 8.3 and 8.5)

When required by the Contract Documents in circumstances beyond ENGINEER's ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A, "Further Description of Basic Engineering Services and Related Matter"). These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

- 2.2.1 Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation of Basic Services is not commensurate with the additional services rendered.
- 2.2.2 Services in making revision to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
- 2.2.3 Services resulting from significant delays, changes, or price increases occurring as a direct or

indirect result of material, equipment, or energy shortages.

- 2.2.4 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
- 2.2.5 Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.
- 2.2.6 Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

#### SECTION 3 OWNER'S RESPONSIBILITY

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

- 3.1 The Transportation Director shall act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have primary authority to transmit instruction, receive information, and interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2 The OWNER has provided the information deemed necessary for the ENGINEER to carry out the services scoped in EXHIBIT A.
- 3.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A, "Further Description of Basic Engineering Services and Related Matters") the following:
- 3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

- 3.4.2 appropriate professional interpretations of all the foregoing;
- 3.4.3 environmental assessment and impact statements:
- 3.4.4 property, boundary, easement, right-of-way, topographic, and utility surveys;
- 3.4.5 property descriptions;
- 3.4.6 zoning, deed, and other land use restrictions; and
- 3.4.7 other special data or consultations not covered in Section 2;
- all of which ENGINEER may use and rely upon in performing services under this Agreement.
- 3.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.8 Facilitate approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.9 Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.
- 3.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or

ENGINEER's agent or employee, the duties, responsibilities, and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

- 3.11 If more than one prime contract is to be awarded for construction, materials, equipment, and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.
- 3.12 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive, and other costs of the type referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.
- 3.13 Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections, and final payment inspections.
- 3.14 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.
- 3.15 Furnish or direct ENGINEER to provide Additional Services as stipulated in paragraph 2.1 of this Agreement, or other services as required.
- 3.16 Bear all costs incident to compliance with the requirements of this Section 3.

### SECTION 4 PERIODS OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial operation of the Project, including extra work and required extensions thereto. If in Exhibit A, "Further

Description of Basic Engineering Services and Related Matters," specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measure, and amount of compensation provided herein shall be subject to equitable adjustments.

4.2 The services called for in the Tasks will be completed within the stipulated period indicated in Exhibit A, "Further Description of Basic Engineering Services and Related Matters," after written authorization to proceed with the phase of services which will be given by OWNER within thirty days after ENGINEER has signed this Agreement.

# SECTION 5 PAYMENTS TO ENGINEER

- 5.1 Methods of Payment for Services and Expense of ENGINEER
- 5.1.1 For Basic Planning and Study Report Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters") a not-to-exceed amount of \$103,219.00 based on the tasks outlined in Exhibit A.
- 5.1.1A <u>For Basic Design Services.</u> OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as amended and supplemented by Exhibit A, "Further Description of Basic Engineering Services and Related Matters".
- 5.1.2 <u>For Additional Services.</u> OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:
- 5.1.2.1 <u>General.</u> For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13) on the basis of ENGINEER's hourly rates provided in paragraph 8.4.
- 5.1.2.2 <u>Professional Associates and Consultants.</u> For Services and Reimbursable Expenses of independent professional associates and consultant employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to

ENGINEER therefor times a factor of 1.00. (See Section 8.4.)

- 5.1.2.3 <u>Serving as a Witness.</u> For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceeding in accordance with paragraph 2.1.13, at the rate of \$1,920.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph 5.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.
- 5.1.3 <u>For Reimbursable Expenses.</u> In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.
- 5.1.4 As used in this paragraph 5.1, the terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4; and the term "Construction Cost" has the meaning assigned to it in paragraph 6.1. When Construction Cost is used as a basis for payment, it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:
- 5.1.4.1 For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.
- 5.1.4.2 For work designed or specified but not constructed, the lowest *bona fide* bid received from a qualified bidder for such work; or, if the work is not bid, the lowest *bona fide* negotiated proposal for such work.
- 5.1.4.3 For work designed or specified but not constructed and for which no such bid or proposal is received, the most recent estimate of Construction Cost; or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or

other amounts withheld from payments to Contractor(s).

#### 5.2 Time of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

#### 5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any undisputed payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1 percent per month from said thirtieth day; and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and charges.
- 5.3.2 In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the Basis of Section 8.4 for services rendered by ENGINEER's principals and employees engaged directly on the Project during that phase to date of termination. In the event of any such termination, ENGINEER will also be reimbursed for the charges of independent professional associates consultants employed by ENGINEER to render Basic Services, and for all unpaid Additional Services and unpaid Reimbursable Expenses.
- 5.3.3 Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.
- 5.3.4 Whenever a factor is applied to Salary Costs in determining compensation payable to ENGINEER, that factor will be adjusted periodically and equitably to reflect changes in the various elements that

comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

#### 5.4 Definitions

- 5.4.1 Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including but not limited to engineers, architects, surveyors, designers, draftsmen. specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including but not limited to social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday and other group benefits. For the purposes of this Agreement, the principals of ENGINEER and their current hourly Salary Costs are defined in Section 8.4.
- 5.4.1.1 The hourly Salary Costs of principals of ENGINEER will be adjusted equitably to reflect changes in personnel and in ENGINEER's overall compensation procedures and practices.
- 5.4.1.2 The amount of customary and statutory benefits of all other personnel of ENGINEER will be considered equal to 35 percent of salaries and wages, subject to equitable adjustment to reflect changes in ENGINEER's overall compensation procedures and practices.
- 5.4.2 Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. See Sections 8.3, 8.5, and 8.6.

# SECTION 6 (RESERVED)

# SECTION 7 GENERAL CONSIDERATION

#### 7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

#### 7.2 Reuse of Documents

All documents. including Drawings and Specifications, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project; and ENGINEER shall retain an ownership and property interest therein, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents may be suitable for reuse by OWNER or others on extensions of the Project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants; and OWNER shall, to the extent currently permitted under state law, indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### 7.3 Insurance

7.3.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. ENGINEER shall carry, and shall provide proof of coverage, a minimum of \$1,000,000 in errors and

omissions insurance for four years from execution of agreement. ENGINEER shall, at its own expense, procure and maintain throughout the term of this Agreement comprehensive general liability insurance at \$1,000,000 per occurrence and comprehensive automobile liability insurance at \$1,000,000 per occurrence.

#### 7.4 Controlling Law

This Agreement is to be governed by the laws of Tennessee.

#### 7.5 Successors and Assigns

- 7.5.1 OWNER and ENGINEER each is hereby bound; and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2, the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- 7.5.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including without limitation monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.
- 7.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.
- 7.6 Dispute Resolution If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them

arising out of or relating to this Agreement, such dispute resolution method and procedure, if any, is set forth in Exhibit C, "Dispute Resolution." OWNER and ENGINEER agree to negotiate in good faith for a period of thirty days from the date of notice of all disputes between them prior to exercising their rights under Exhibit C or other provisions of this Agreement or under law.

#### SECTION 8 EXHIBITS AND SPECIAL PROVISIONS

- 8.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement
- 8.1.1 Exhibit A, "Further Description of Basic Engineering Services and Related Matters," consisting of two pages.
- 8.1.2 Exhibit B, "Dispute Resolution," consisting of one page.
- 8.2 This Agreement (consisting of pages 1 through 11 inclusive, and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may be amended, supplemented, modified, or canceled only by a duly executed written instrument.
- 8.3 In the event an error is made in the plans, the ENGINEER will correct the error in the plans, and the ENGINEER's services rendered in connection with correcting the error shall be considered as part of the Basic Services. However, if the cost to the OWNER for correcting the error includes tearing out or redoing any portion of the Project, the cost associated with the tearing out or redoing shall not be considered a part of the overall Project Cost for the purposes of calculating the ENGINEER's fee for Basic Services.
- 8.4 Notwithstanding any provision to the contrary, the maximum billing rates shall be as follows:

Principal	\$280/hour
Senior Professional	\$240/hour
Professional	\$190/hour
Production Team Member	\$160/hour
Clerical Staff	\$ 95/hour

These hourly rates shall be valid for a period of at least twelve (12) months. Increases in the hourly rates

may be necessary to reflect changes in salary, benefits, or other statutory requirements which could affect the hourly rates established herein. Any changes in these billing rates will be submitted for review and discussion prior to effecting such changes.

- 8.5 ENGINEER will obtain prior written approval before performing such work considered "Additional Services" and charging for same.
- 8.6 Notwithstanding any provision to the contrary, OWNER will not be invoiced for travel within Davidson, Williamson, and Rutherford Counties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:	ENGINEER:
CITY OF MURFREESBORO	KIMLEY-HORN AND ASSOCIATES, INC.
By:	By: Mit D. Khod (Christopher D. Rhodes, P.E.)
Title:	Title: Vice President
Address for giving notice: Engineering Department City of Murfreesboro 111 West Vine Street Murfreesboro, Tennessee 37130  APPROVED AS TO FORM:	Address for giving notice:  Kimley-Horn and Associates, Inc. 214 Oceanside Drive Nashville, Tennessee 37204 Phone: 615-564-2701
City Attorney, Adam Tucker	



#### **EXHIBIT A**

# FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

This is an Exhibit attached to, made a part of and incorporated by reference into the Agreement made on \_\_\_\_\_\_\_, 2021, between the City of Murfreesboro, Tennessee, (OWNER or City) and Kimley-Horn and Associates, Inc. (ENGINEER or Kimley-Horn), for providing professional engineering services. The Basic Services of ENGINEER and the responsibility of the OWNER as described in the Agreement are amended or supplemental as indicated below, and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are as indicated below.

This exhibit details the study to develop, design, and implement plans for new transit routes and transit shelters. A detailed description of the ENGINEER's Scope of Services, Schedule, and Fee are as follows:

# Phase I

### **Task 1: Project Coordination Services**

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of every other week virtual (i.e., Microsoft Teams) meetings (as needed) with the City of Murfreesboro Transportation Department staff (Assistant Transportation Director is the primary contact), preparing and distributing project correspondence, schedule of meetings and activities, periodic project status reporting, and discussion of project issues throughout the life of the project. Kimley-Horn will also coordinate with our subconsultant surveyor as part of this task.

### Task 1.1: Monthly Project Documentation, Reporting, and Administration

Kimley-Horn will use our firm-wide electronic accounting system for storage and retrieval of project accounting information. This system provides a mechanism for tracking and reporting the progress of a project monthly. Information developed in this task will consist of updates on schedule, budget status, elements of tasks completed, tasks remaining, and problems / issues to be addressed. Kimley-Horn will submit an invoice and status report for each month on, or before the deadline as determined by the City of Murfreesboro Transportation Department.

#### Deliverables:

- Every Other Week Virtual Meeting Summary (one (1) electronic copy via email)
- Monthly Status Reports
- Monthly Invoices

# Task 1.2: Kickoff and Data Collection Meeting

Kimley-Horn shall coordinate and facilitate a site visit and kick-off/data collection meeting with the City of Murfreesboro Transportation Department staff after the official notice-to-proceed has been granted. The purpose of this meeting will be to review the project scope, receive data information from the City of Murfreesboro Transportation Department staff, discuss key issues, and to discuss potential route changes and transit shelter locations. Up to three (3) Kimley-Horn staff are anticipated to participate in this inperson meeting.

#### Deliverables:

- Kickoff and Data Collection Meeting Materials
- Kickoff and Data Collection Meeting Summary (one (1) electronic copy via email)



#### Task 1.3: Initial Transit Route and Shelter Meeting

Kimley-Horn shall prepare for, facilitate, and document an initial transit route and shelter meeting with the City of Murfreesboro Transportation Department staff to present the proposed transit route realignment and/or adjustments and proposed transit shelter locations and memorandum drafted to summarize the results of Tasks 3 and 4 and the stakeholder input received as a result of Task 2. The City of Murfreesboro Transportation Director and Assistant Transportation Director will be involved in this meeting; however, others can be added at the discretion of the City of Murfreesboro Transportation Department.

The purpose of this meeting is to receive feedback from the City of Murfreesboro Transportation Department staff regarding the initial proposed transit route realignment and/or adjustments and the initial proposed transit shelter locations, proposed shelter facility styles, project goals, and objectives.

#### Deliverables:

- Initial Transit Route and Shelter Meeting Materials
- Initial Transit Route and Shelter Meeting Summary (one (1) electronic copy via email)

# Task 1.4: Final Transit Route and Shelter Meeting

Kimley-Horn shall prepare for, facilitate, and document a transit route and shelter meeting with the City of Murfreesboro Transportation Department staff to present the final transit route realignment and/or adjustments and final transit shelter locations and memorandum drafted to summarize the results of Tasks 3 and 4 and the public comments received as a result of Task 2. The City of Murfreesboro Transportation Director and Assistant Transportation Director will be involved in this meeting; however, others can be added at the discretion of the City of Murfreesboro Transportation Department staff.

The purpose of this meeting is to provide information to and receive feedback from the City of Murfreesboro Transportation Department staff regarding the final transit route realignment and/or adjustments, as well as the final transit shelter locations and final shelter facility styles.

#### Deliverables:

- Final Transit Route and Shelter Meeting Materials
- Final Transit Route and Shelter Meeting Summary (one (1) electronic copy via email)

#### Task 2: Public and Stakeholder Outreach

When the City of Murfreesboro Transportation Department staff have approved the proposed transit route realignment and/or adjustments and proposed transit shelter locations for release to the public, Kimley-Horn will plan and conduct outreach at the current Downtown Hub. Kimley-Horn will develop public notifications and provide information about the date, time(s), location, and meeting content in accordance with the City of Murfreesboro's public notice requirements. The City of Murfreesboro will be responsible for posting this information on the City of Murfreesboro's website, placing any public notices in the newspaper (if required), and placing notices on the transit buses.

#### Task 2.1: Stakeholder Outreach

In coordination with Tasks 2 and 3, Kimley-Horn will gather input on route realignment or adjustments to existing routes and potential additional routes with up to six (6) stakeholders via in-person, or virtual meetings. The input from these stakeholders will be summarized in a Stakeholder Outreach Summary and will be incorporated into the recommendations presented to the City of Murfreesboro Transportation Department staff during Tasks 1.3.



#### Deliverables:

• Stakeholder Outreach Summary (one (1) electronic copy via email)

#### Task 2.2: Downtown Hub Outreach

Kimley-Horn will conduct morning and afternoon outreach efforts at the current Downtown Hub. Kimley-Horn and the City of Murfreesboro Transportation Department staff will set up displays and provide handouts explaining the proposed transit route realignment and/or adjustments and proposed transit shelter locations, as well as answer questions and gather comments on the proposed changes. Kimley-Horn will prepare one (1) draft of the displays and handout materials for review by the City of Murfreesboro Transportation Department staff. Kimley-Horn will prepare one (1) final version of the meeting materials based on review / comments provided by the City of Murfreesboro Transportation Department staff. Members of the public and transit riders will be encouraged to complete an online survey and/or comment cards and leave their names and email addresses so that they can be invited to review online information about the project. Up to four (4) Kimley-Horn staff are anticipated to participate in this in-person outreach.

#### Deliverables:

- Proposed Transit Route and Shelter Public Outreach Materials
  - o Presentation, boards, handouts, online survey, comment cards and other materials

#### Task 2.3: Public and Stakeholder Outreach Summary

After the Downtown Hub Outreach event, Kimley-Horn will provide a formal written summary of the stakeholder input and public comments. Kimley-Horn and the City of Murfreesboro Transportation Department staff will conduct a meeting, or virtual meeting, to discuss whether changes to the proposed transit routes and transit shelter locations are required as a result of the stakeholder input and public comments and, if so, what changes should be made, after which Kimley-Horn will record how each comment was considered or addressed in refining the recommendations.

#### Deliverables:

• Draft/Final Public Outreach Summary (one (1) electronic copy via email)

#### Task 3: Planning and Research to Identify Route Realignments

Once completed and operational, the new multimodal transit facility will replace the current Downtown Hub and will become the location where a majority of the existing Murfreesboro Transit routes connect. Kimley-Horn will undertake an analysis to determine if the relocation will require route realignment or adjustments to the existing six (6) Murfreesboro Transit routes in order to maintain their schedule while also serving the new transit facility. Kimley-Horn will also conduct a needs assessment of up to three (3) potential additional routes.

# Task 3.1: Transit Route Realignment and/or Adjustment Evaluation

Kimley-Horn will evaluate the existing six (6) Murfreesboro Transit routes to identify route realignment and/or adjustments needed to maintain effective and efficient service and connect the existing routes to the new multimodal transit facility. The intent of this evaluation will be to maintain as much of the existing routes as possible. This analysis will use existing operational and ridership data supplied by the City of Murfreesboro and will not involve the collection of new operational and/or ridership data by Kimley-Horn.

Initial route realignment and/or adjustments will be discussed and evaluated with the City of Murfreesboro Transportation Department staff during Task 1.2 and 1.3. The proposed route realignment



and/or adjustments will be discussed and evaluated with the City of Murfreesboro Transportation Department staff during Task 1.3, prior to being presented to the public during Task 2.2. The final route realignment and/or adjustments, based on the input received during Task 2 will be presented to the City of Murfreesboro Transportation Department staff during Task 1.4.

#### Task 3.2: Needs Assessment of Additional Routes

Kimley-Horn will conduct a needs assessment of up to three (3) potential additional routes including a Core City Flex route and a New Salem Road route as part of the evaluation of the existing six (6) Murfreesboro Transit routes. To identify potential new route alignments and connections, Kimley-Horn will:

- Conduct a site visit and ride each of the six (6) existing Murfreesboro Transit routes;
- Conduct interviews with up to three (3) Murfreesboro Transit drivers;
- Identify major travel nodes and activity centers within the Murfreesboro Transit service area that are currently not being served by one of the existing six (6) Murfreesboro Transit routes. This analysis will include the identification of major commercial and employment areas, health care facilities, etc.;
- Perform an analysis of U.S. Census Commuting (Journey to Work) data to identify travel patterns for travelers in the Murfreesboro Transit service area;
- Develop demographic information for the Murfreesboro Transit service area based on U.S. Census and American Community Survey data (most recent five-year dataset);
- Compare existing route alignments to the locations and concentrations of groups of potential transit users (i.e., low-income, disabled and elderly populations, and zero-or-one car households); and
- Document existing local and projected regional development patterns, information on future development, and likely changes to land use and development patterns over the next ten years using data provided by the City of Murfreesboro.

Based on this information, Kimley-Horn will develop an initial map and narrative summary of up to three (3) potential additional routes to serve major travel nodes, activity centers, and nodes of interest to various major ridership groups (students, seniors, work-trips, etc.) that are not currently being served by the existing six (6) Murfreesboro Transit routes.

Up to three (3) potential additional routes will be discussed and evaluated with the City of Murfreesboro Transportation Department staff during Task 1.2 and 1.3. The potential additional routes (if identified) will be discussed and evaluated with the City of Murfreesboro Transportation Department staff during Task 1.3, prior to being presented to the public during Task 2.2. Based on the public comments received during Task 2.2, the final additional routes (if identified) will be presented to the City of Murfreesboro Transportation Department staff during Task 1.4.

# Task 3.3: Transit Route Realignment and/or Adjustment Recommendations

Kimley-Horn will prepare a memorandum based on discussions from Tasks 1 and 2. The memorandum will outline the recommended route realignment and/or adjustments to maintain effective and efficient service and connect the existing six (6) Murfreesboro Transit routes to the new multimodal transit facility, as well as recommendations for any additional routes (if identified).

#### *Deliverables:*

• Draft/Final Memorandum on Route Realignment and/or Adjustment Recommendations (one (1) electronic copy via email)



• Map of Proposed/Final Route Realignment and/or Adjustment Recommendations (GIS shapefiles and one (1) electronic copy via email)

#### Task 4: Planning and Research to Identify Potential Shelter Locations

#### Task 4.1: Transit Shelter Location Evaluation

Kimley-Horn will prepare a proposed transit shelter map based on discussions from Tasks 1 and 2. Kimley-Horn will use this data to create a graphical map identifying the recommended transit shelter locations. Kimley-Horn will rely on input from the City of Murfreesboro Transportation Department staff and available GIS data to make recommendations for bus shelter locations. Items to be considered during transit shelter locations will consist of:

- Information and data provided by the City of Murfreesboro Transportation Department
- Proximity to attractions (retail, commercial, recreational uses, etc.)
- Proximity to residential areas
- Proximity to office buildings
- Available right-of-way (based on available GIS data)
- Site visit performed by Kimley-Horn staff

# Task 4.2: Transit Shelter Location Recommendations

Kimley-Horn will prepare a memorandum based on discussions from Tasks 1 and 2. Kimley-Horn will rely on input from this meeting to perform transit shelter style and amenity research. Kimley-Horn will provide up to three (3) transit shelter facility recommendations and will prepare a rough order of magnitude cost (ROM) estimation, as well as a GIS map of the recommended transit shelter locations.

It is understood the City of Murfreesboro would prefer bus shelter locations in close proximity to existing utility poles to provide electricity for lighting.

#### Deliverables:

- Draft/Final Memorandum on Transit Shelter Facility Recommendations (one (1) electronic copy via email)
- Map of Proposed/Final Transit Shelter Locations (GIS shapefiles and one (1) electronic copy via email)

#### **Task 5: Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional meetings / conference calls outside of those referenced in this Exhibit
- Public Presentation(s)
- Design Phase Services
- Construction Phase Services
- Others as requested by the Client

The specific scope of these tasks will be defined if the City of Murfreesboro Transportation Department elects to move forward with any Additional Services.



### **Phase II**

At the conclusion of Phase I, Kimley-Horn will prepare a scope of services and fee proposal for Phase II activities. A more detailed summary of Phase II activities will be developed, but in general Phase II activities are anticipated to consist of:

#### **Task 6: Data Collection Services**

Kimley-Horn, through a subconsultant, will collect base mapping and survey data necessary for the development of the design plan sheets for the transit shelter locations identified in Task 4 (Phase I).

#### Task 7: NEPA Documentation/FTA Coordination

Kimley-Horn will gather environmental data, conduct site visits, prepare maps, and photographic documentation to support the completion of the FTA Region 4 Categorical Exclusion (CE) Worksheet for the transit shelter locations identified in Task 4 (Phase I).

#### **Task 8: Design Phase Services**

Kimley-Horn will prepare construction plans and related documents for the transit shelter locations identified in Task 4 (Phase I).

#### Task 9: Submittals and Permitting Services

Kimley-Horn will compile the Construction Plans, Engineer's Opinion of Probable Construction Cost and Technical Specifications for the transit shelter locations identified in Task 4 (Phase I).

#### **Task 10: Limited Construction Phase Services**

Kimley-Horn will provide limited construction phase services for the City of Murfreesboro for the transit shelter locations identified in Task 4 (Phase I).

#### Schedule

Given a notice to proceed and contract execution, the ENGINEER is prepared to provide these services based upon a mutually agreed upon schedule.

# **Fee and Expenses**

Kimley-Horn will perform the services in Tasks 1-4 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1 – Project Coordination Services	\$18,090.00
Task 2 – Public and Stakeholder Outreach	\$15,595.00
Task 3 – Planning and Research to Identify Route Realignments	\$40,937.00
Task 4 – Planning and Research to Identify Potential Shelter Locations	\$28,597.00
Maximum Labor Fee	\$103,219.00

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project



related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn will perform the services described in Task 5 (Additional Services) of the Scope of Services on a labor fee plus expense basis. Effort associated with Task 5 will not be performed without written authorization by the OWNER.

#### **EXHIBIT B**

#### **DISPUTE RESOLUTION**

- 7.6.1 In the event a dispute arises between OWNER and ENGINEER relating to any obligation undertaken in this agreement, they agree to utilize the following procedure to resolve any such dispute.
- 7.6.2 OWNER and ENGINEER will attempt to resolve all disputes by first engaging in good faith negotiations between them as soon as possible after the dispute arises.
- 7.6.3 If negotiations are not successful, OWNER and ENGINEER will submit their dispute to a mutually acceptable mediator for nonbinding mediation.
- 7.6.4 If mediation is not successful, OWNER and ENGINEER will seek a resolution of their dispute through the normal legal process in a court of competent jurisdiction.
- 7.6.5 If a dispute is resolved through the procedure of paragraph 7.6.4, the prevailing party shall be entitled to recover from the other all court costs.
- 7.6.6 If the complete resolution of a dispute requires the joiner of a third party that does not agree to follow the procedure set out in paragraph 7.6, such dispute shall not be resolved between OWNER and ENGINEEER in accordance with said paragraph. However, this paragraph 7.6.6 shall have no application unless formal written notice of objection is given by the party wishing to utilize this subsection to avoid the procedure set forth in paragraph 7.6 within 30 days of formal notice of the dispute invoking paragraph 7.6.

# EXHIBIT C FEDERAL AND TDOT REQUIRED CLAUSES

#### FEDERAL AND TDOT REQUIRED CLAUSES

This Document is incorporated as part of the Agreement between the City of Murfreesboro and Kimley-Horn and Associates, Inc, to the extent applicable to the scope of services provided by Kimley-Horn as part of the Project referenced above. The City of Murfreesboro's purchasing procedures are governed by the State of Tennessee, the City of Murfreesboro, and various Federal laws, executive orders, and regulations, by Office of Management and Budge Circular A-102, Executive Order 12612, Federalism and Federal Transit Administration Circular 4220.1F "Third Party Contracting Requirements". These require, among other things, that purchases (including purchases for fixed assets, materials and supplies, construction, and/or services) utilizing federal grant funds be made according to approved plans and specifications, including the Federal and State clauses set forth below:

1. **Public Accountability**. If the "City or Contractor" (Grantee) is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The City shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Tennessee Department of Transportation (Grantor State Agency) shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- 2. **Public Notice**. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Transportation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- 3. **Records**. The Contractor and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Contractor and any approved subcontractor, insofar as they relate to work performed or money received under this Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Contractor's records shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Department of Transportation, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Contractor shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Contractor shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Contractor shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Tennessee Department of Transportation, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

4. **Prompt Payment**. All non-TVM contracts with subcontractors if threshold for a DBE program met 49 CFR Part 26.29(a)

The prime contractor shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment City makes to the prime contractor.

5. **Return of Retainage**. All non-TVM contracts with subcontractors if threshold for a DBE program met 49 CFR Part 26.29(b)

The prime contractor shall make prompt and full payment of retainage to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. The City may use one of the following methods to ensure compliance with this requirement:

- 1. The City may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
- 2. The City may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.
- 3. The City may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the City's payment to the prime contractor.
- 6. **Notice to FTA and USDOT Disputes, Breaches, Defaults, and Litigation**. Notice to FTA and USDOT Inspector General of information related to fraud, waste, abuse, or other legal matters. 2021 MA §39.(b)

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Contractor is located. The Contractor must include a similar notification in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- 1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interest in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- 3. Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Contractor is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seg., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient/Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including division tasked with law enforcement or investigatory functions.
- 7. Davis-Bacon Act. (2 CFR 200 Appendix II (D); 4220.1F.IV.2.i.(5); 2021 MA 16d(4)) Under 49 U.S.C. Section 5333(a), Davis-Bacon Act prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Common Grant Rules require third party contracts for construction, alteration, or repair at any contract tier exceeding \$2,000 to include provisions requiring compliance with the Davis-Bacon Act, 40 U.S.C. Sections 3141 et seq., and implementing DOL regulations "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction," 29 CFR Part 5. The Davis-Bacon Act requires that contractors pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. The Davis-Bacon Act also requires contractors to pay wages not less than once a week. The recipient must include a copy of the current prevailing wage determination issued by DOL in each contract solicitation and must condition contract award upon the acceptance of that wage determination. These requirements are in addition to the separate Wage and Hour Requirements addressed in paragraph 2.c(1) of this Chapter IV.
- 8. **Gratuities and Kickbacks Copeland Anti-Kickback Act**. (2 CFR 200 Appendix II (D); 4220.1F.IV.2.i.(6); 29 CFR 3.1 and 3.11; 18 USC §874; 40 USC §3145; 2021 MA 16d(4))
  - a. Contractor shall comply with the provisions of the Copeland Anti-Kickback Act, 18 U.S.C. Section 874, as amended, and implementing DOL regulations, which prohibits anyone from inducing, by any means, any person employed on construction, prosecution, completion, or repair of a federally assisted building or work, to give up part of his or her compensation to which he or she is otherwise entitled.
  - b. Contractor shall comply with Section 2 of that Act, at 40 U.S.C. Section 3145, as amended, and implementing DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29

CFR Part 3, impose record keeping requirement on all third party contracts for construction, alteration, or repair exceeding \$2,000.

- c. It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts. Contractor warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to City in connection with any work contemplated or performed relative to this Agreement.
- 9. **Contract Work Hours and Safety Standards Act**. (2 CFR 200 Appendix II (E); 4220.1F.IV.2.i.(7); 40 USC 3701 3708; 2021 MA 16d(5); 2021 MA 24(a))
- a. Wages based on 40 hour standard work week
- b. Pay at 1.5 times standard rate for hours over 40
- c. No unsanitary, hazardous, or dangerous conditions
- d. Does not apply to supplies, materials, articles available on the open market.

The Common Grant Rules require provisions to ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3704, and its implementing DOL regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926. Notably, Section 4104(c) of the Federal Acquisition Streamlining Act of 1994, 40 U.S.C. Section 3701 (b)(3)(A)(iii), increased the threshold for construction safety protections to \$100,000 from \$2,000 as set forth in the Common Grant Rules, so that a federally assisted construction contract must exceed \$100,000 before these construction safety requirements apply to that contract.

#### 10. Debarment and Suspension.

- a. The City certifies, to the best of its knowledge and believe, that the Selected Contractor:
  - i. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - ii. has not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - iii. is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- iv. has not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. The City will provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, the Selected Contractor is excluded or disqualified, or presently falls under any of the prohibitions of sections i-iv.
- c. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by an Federal department or agency to be:
  - i. Debarred from participation in any federally assisted Award;
  - ii. Suspended from participation in any federally assisted Award;
  - iii. Proposed for debarment from participation in any federally assisted Award;
  - iv. Declared ineligible to participate in any federally assisted Award;
  - v. Voluntarily excluded from participation in any federally assisted Award; or
  - vi. Disqualified from participation in any federally assisted Award.
  - vii. By signing this Agreement, Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the period of the awarded Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 11. **Lobbying Certification.** (4220.1F.IV.2.a.(4); 49 CFR Part 20)

- a. Contractors that apply or bid for an award exceeding \$100,000 must file the lobbying certification before the awarding of the contract, and if applicable, a lobbying disclosure from a prospective third party contractor. See, DOT regulations, "New Restrictions on Lobbying" 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd "Anti-Lobbying" Amendment, 31 U.S.C. Section 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- b. The Contractor certifies, to the best of its knowledge and belief, that:
  - i. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

# 12. Standard Form LLL and Quarterly Updates (when required). 49 CFR Part 20

13. Gratuities and Kickbacks. It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts. Contractor warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to City in connection with any work contemplated or performed relative to this Agreement.

### 14. Disadvantage Business Enterprise (DBE) – (49 CFR Part 26)

- a. **Policy.** It is the policy of the Department of Transportation that disadvantage business enterprises, as defined in 49 CFR part 26, shall have the equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds under the Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to the awarded Agreement.
- b. **DBE Obligation.** The City and its contractors agree to ensure that disadvantage business enterprises as defined in 49 CFR Part 26 have the equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the awarded Agreement. In this regard, the City and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The City and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts assisted by the Department of Transportation.

#### 15. Access to Records

- a. Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the awarded Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. Contractor shall permit any of the foregoing parties to reproduce without any cost by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor shall maintain all books, records, accounts and reports required under the Contract for a period of not less than three years after the date of termination or expiration of the awarded contract, except in the event of litigation or settlement of claims arising from the performance of the awarded Contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

# 16. Federal Funding, Incorporation of Federal Transit Administration (FTA) Terms, and Federal Changes.

- a. The awarded Agreement includes, in part, certain Standard Terms and Conditions required by Department of Transportation (DOT), whether or not expressly set forth in the Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 (including any changes, revisions or successor circulars) is automatically hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the awarded Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.
- b. This Agreement is subject to a financial assistance agreement between the City and the Federal Transit Administration of the US Department of Transportation, and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to the awarded Agreement and are incorporated by reference as if fully set forth herein.
- c. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between the City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement collectively "Federal Requirements". These Federal Requirements may change, and the changed Federal Requirements will apply to this Agreement as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of the awarded Contract.
- 17. **Energy Conservation Requirements** Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42USC §6321 et seq.

#### 18. Civil Rights Requirements.

#### a. Nondiscrimination.

i. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 12132, and Federal transit law

at 49 USC §5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- ii. Contractor further acknowledges that the City is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:
  - 1. The City and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - 2. The City and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
  - 3. The City and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- b. Equal Employment Opportunity. Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the awarded Contract. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be

limited to, the following: employment; upgrading demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.

- c. **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- d. **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- 19. **No government obligation to third parties.** The City and Contractor acknowledge and agree that, notwithstanding any concurrence Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the awarded Agreement and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the awarded Contract. Contractor shall include this Clause in each subcontract and shall not modify the Clause, except to identify the subcontractor who will be subject to its provisions.

# 20. Program fraud and false or fraudulent statements or related acts.

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, shall apply to actions pertaining to the awarded Contract. Upon execution of the awarded Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the awarded Agreement or the FTA assisted project for which the awarded Agreement work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- b. Contractor also acknowledges that this Agreement is connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- 21. **Seismic Safety.** The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under the awarded contract, including work performed by a

subcontractor, is in	compliance with the	standards required	by the Seismic Sa	afety regulations and
the certification of	compliance issued on	the project.		

# **COUNCIL COMMUNICATION**

Meeting Date: 1/27/2022

**Item Title:** Contract with TDOT for FY22 Operating Assistance

**Department:** Transportation (Rover)

**Presented by:** Russ Brashear, Assistant Transportation Director

**Requested Council Action:** 

Ordinance □
Resolution □
Motion □
Direction □
Information □

# Summary

Securing transit system operating funds from TDOT for FY22.

#### Staff Recommendation

Approve Contract Project 75UROP-S3-015 with the TDOT for \$837,000 in FY22 operating funds.

# **Background Information**

Each year the State allocates funding from the Urban Operating Assistance Program (UROP) to assist transit systems across the State. These funds supplement the systems' operating budget in addition to federal funds that are provided for transit operations.

The City's Transit system has expended all CARES Act and ARPA funding for fixed route operations. UROP funds will supplement the use of Federal 5307 funding for FY22.

If exercised, the State matches the first \$500,000 in expenses at an 80/20 rate, and the remainder of the funds at a 50/50 rate.

#### **Council Priorities Served**

Responsible budgeting

Use of federal and state funds benefits the City by reducing the amount of City revenues that must be appropriated for transit-related expenses.

#### **Fiscal Impacts**

These funds are appropriately budgeted in the FY22 Budget.

#### Attachments:

Award Notification Contract DG22-69715 (Project #75UROP-S3-015)

GOVERNMENTAL GRANT CONTRACT  (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)								
Begin Dat	te	End Da	ate		Agency	Tracking #	Edison ID	
7	7/1/2021	1	2/31/	2022	40	0100-30050	69715	
Grantee L	egal Entity Name						Edison Vendor ID	
City	of Murfreesboro						4110	
	ent or Contractor ubrecipient		CFDA#					
_	ontractor		Grant	ee's fiscal ye	ar end	June 30	)	
	aption (one line only							
	22 Urban Operatir	ng Assi	stand	e Program	(UROP	) Operating A	Assistance	
Funding -	– State	Federa	al	Interdepartr	mental	Other	TOTAL Grant Contract Amount	
2022	\$837,300.00	1 00010		meracpara	nemai	Guirei	\$837,300.00	
				<u> </u>				
				,				
TOTAL:	\$837,300.00						\$837,300.00	
Grantee S	election Process Su	ımmary				·	:	
Competitive Selection Describe the com				cribe the com	petitive s	election process	s used.	
Non-competitive Selection State only funds urban area oper							using urban area population for	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE – GG					
						Z-2	22-UROP-07	
Speed Chart (optional) Account Code (optional) 71302000								

DGA NO.: DG22-69715

# GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND CITY OF MURFREESBORO

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Murfreesboro, hereinafter referred to as the "Grantee," is for the provision of operating assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4110

#### A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize urban operating (UROP) funds for capital and/or operating assistance to support core urban fixed route transit service and complementary demand response service.
- A.3. The Grantee may use funds for capital projects, which may include, but are not limited to, acquisition of rolling stock (i.e. buses and vans), preventative maintenance, radio communications, and equipment.
- A.4. The Grantee's use of operating assistance may include, but is not limited to, overhead expenses, salaries, wages, fringe benefits, travel, training, and fuel.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal incorporated by reference to elaborate supplementary scope of services specifications.

#### B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2021 ("Effective Date") and ending on December 31, 2022, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

#### C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eight Hundred Thirty-seven Thousand, Three Hundred Dollars and no Cents (\$837,300.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due the Grantee under this Grant Contract. The Grant

DGA NO.: DG22-69715

Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. <u>Compensation Firm</u>. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. <u>Travel Compensation</u>. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation Multimodal Transportation Resources Division 505 Deaderick Street – James K. Polk Building, Suite1200 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Tennessee Department of Transportation, Multimodal Transportation Resources Division.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
  - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of

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service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.
- C.6. <u>Budget Line-item:</u> Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. <u>Disbursement Reconciliation and Close Out.</u> The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.
  - a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
    - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
    - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
  - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. <u>Cost Allocation</u>. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. <u>Payment of Invoice</u>. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. <u>State's Right to Set Off.</u> The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

#### D. STANDARD TERMS AND CONDITIONS:

D.1. <u>Required Approvals</u>. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. <u>Termination for Convenience</u>. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. <u>Termination for Cause</u>. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. <u>Subcontracting</u>. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. <u>Lobbying</u>. The Grantee certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities." in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

#### The State:

Christiana Dunn, Transportation Program Monitor Tennessee Department of Transportation Multimodal Transportation Resource Division James K. Polk Building, Suite 1200 505 Deaderick Street Nashville, Tennessee 37243 christiana.dunn@tn.gov Telephone # (615) 744-6454 FAX # (615) 253-1482

#### The Grantee:

Russ Brashear, Assistant Transportation Director City of Murfreesboro 111 West Vine Street Murfreesboro, Tennessee 37130 rbrashear@murfreesborotn.gov Telephone Number: (615) 893-6441 FAX Number: (615) 849-2606

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. <u>Subject to Funds Availability</u>. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall

cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. <u>HIPAA Compliance</u>. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
  - a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

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D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control -Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that

describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment Two.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. <u>Strict Performance</u>. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or

otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. <u>Tennessee Department of Revenue Registration</u>. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. <u>No Acquisition of Equipment or Motor Vehicles</u>. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. <u>State and Federal Compliance</u>. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: <a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200">http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200</a> main 02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions

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agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. <u>Severability</u>. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
  - are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

#### E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. <u>Printing Authorization</u>. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and

Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

#### E.5. <u>Transfer of Grantee's Obligations</u>.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

#### E.6. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.7. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.8. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.9. <u>No Retainage Allowed</u>. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

IN WITNESS WHEREOF,		
CITY OF MURFREESBORO:		
SHANE MCFARLAND, MAYOR	DATE	
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above	e)	
ADAM TUCKER, CITY ATTORNEY APPROVED AS TO FORM AND LEGALITY	DATE	
AT NOTES AS TO FORM AND ELGALITY		
DEPARTMENT OF TRANSPORTATION:		
JOSEPH GALBATO, III, INTERIM COMMISSIONER	DATE	
JOHN REINBOLD, GENERAL COUNSEL	DATE	
APPROVED AS TO FORM AND LEGALITY	DATE	

DGA NO.: DG22-69715

# **ATTACHMENT ONE**

# UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

SCOPE—CAPITAL  11.00.S0 Capital Assistance, Non-ADA - TDOT  11.00.S1 Capital Assistance, ADA - TDOT  11.1x.xx Revenue Rolling Stock  11.2x.xx Transitways / Line  11.3x.xx Station Stops & Terminals  11.4x.xx Support Equip / Facilities  11.5x.xx Electrification / Power Dist.  11.6x.xx Signal & Communication Equip  11.7x.xx Other Capital Items  11.8x.xx State / Programs Administration  11.9x.xx Transit Enhancements  12.xx.xx Fixed Guideway  14.xx.xx New Start  SCOPE—OPERATING	TOTAL
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# GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: OPERATING	State	Federal	Grant Contract	Grantee	Total Project
30.00.00 Operating Assistance - 80% TDOT	\$400,000.00	\$0.00	\$400,000.00	\$100,000.00	\$500,000.00
30.00.00 Operating Assistance - 50% TDOT	\$437,300.00	\$0.00	\$437,300.00	\$437,300.00	\$874,600.00
TOTAL	\$837,300.00	\$0.00	\$837,300.00	\$537,300.00	\$1,374,600.00

DGA NO.: DG22-69715

# **ATTACHMENT TWO**

# **Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

# **COUNCIL COMMUNICATION**

Meeting Date: 01/27/2022

Item Title:	Appointment to the Murfreesboro Housing Authority			
Department:	Mayor's Office			
Presented by:	Mayor Shane McFarland			
Requested Cour	ncil Action:			
-	Ordinance			
	Resolution			
	Motion	$\boxtimes$		
	Direction			

Information

# **Summary**

Appointment of Mark H. Crocker

#### Recommendation

Appoint Mark H. Crocker to fill the unexpired term of Mark Pirtle

# **Background Information**

The Housing Authority was created in 1950 and has contractual agreements with the U.S. Department of Housing and Urban Development, the State of Tennessee and the City to provide decent, safe and sanitary housing in good repair for eligible families and to utilize all available resources to maximize social and economic opportunities for its residents. The governing body consists of five Commissioners appointed for five-year terms.

Mr. Pirtle was last appointed to the Murfreesboro Housing Authority's Commission in 2022 and has ably served the Authority and the Community during his term. Mr. Pirtle has decided to set away form the Board duties. His term expires on May 3, 2027.

Mark H. Crocker is recommended to be appointed to the Board and fill Mr. Pirtle's remaining term.

#### **Council Priorities Served**

Establish strong City brand

The Murfreesboro Housing Authority provides critical services to the Community and in instrumental in perpetuating the City's reputation as a caring community for all its citizens.

#### **Fiscal Impact**

None

#### **Attachments**

Recommendation Memo dated January 27, 2022



. . . creating a better quality of life.

January 27, 2022 Members of City Council

# **RE: Recommended Appointments – Murfreesboro Housing Authority**

As an item for the City Council Agenda, I am recommending the following appointments to the Murfreesboro Housing Authority.

# **Appointment**

Mr. Mark H. Crocker (filling the vacancy left by Mr. Mark Pirtle Term expires May 3, 2027)

Sincerely,

Shane McFarland

Shame Metaland

Mayor